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प्रेषक
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डा० रजनीश दुबे,
प्रमुख सचिव,
उ०प्र० शासन।

सेवा में,

1. कुलपति,
उ०प्र० आयुर्विज्ञान विश्वविद्यालय,
सैफई इटावा।
2. महानिदेशक,
चिकित्सा शिक्षा एवं प्रशिक्षण,
उ०प्र० लखनऊ।
3. निदेशक,
सुपर स्पेशियलिटी कैंसर संस्थान एण्ड
हॉस्पिटल, लखनऊ।
4. निदेशक,
सुपर स्पेशियलिटी बाल चिकित्सालय एवं
शैक्षणिक संस्थान, नोएडा।

चिकित्सा शिक्षा अनुभाग-2

लखनऊ : दिनांक 20 सितम्बर, 2018

विषय:- सेवानिवृत्त प्रोफेसर को संविदा के आधार पर प्रोफेसर (कन्सल्टेंट) के रूप में पुनर्नियोजित किये जाने के संबंध में।

महोदय,

सुपर स्पेशियलिटी बाल चिकित्सालय एवं शैक्षणिक संस्थान, नोएडा, सुपर स्पेशियलिटी कैंसर संस्थान एवं अस्पताल, लखनऊ, उ०प्र० आयुर्विज्ञान विश्वविद्यालय, सैफई इटावा, प्रधानमंत्री स्वास्थ्य सुरक्षा योजना, (PMSSY) फेज-III के अंतर्गत बी०आर०डी० मेडिकल कालेज, गोरखपुर, एल०एल०आर०एम० मेडिकल कालेज, मेरठ, एम०एल०बी० मेडिकल कालेज झांसी, एम०एन०एल० मेडिकल कालेज इलाहाबाद में नवस्थापित सुपर स्पेशियलिटी ब्लाक तथा बी०आर०डी० मेडिकल कालेज, गोरखपुर में निर्माणाधीन बाल चिकित्सालय में राजकीय मेडिकल कालेजों/चिकित्सा विश्वविद्यालयों/चिकित्सा संस्थानों के ऐसे प्रोफेसर जो अधिवर्षता आयु पूर्ण कर सेवानिवृत्ति हुए हैं, को विज्ञापन प्रकाशित कराकर सीधी भर्ती के माध्यम से रिक्त पदों के सापेक्ष संविदा के आधार पर संलग्नक (जिसका हिन्दी रूपान्तरण बाद में अलग से प्रेषित किया जायेगा) में उल्लिखित शर्तों एवं प्रतिबन्धों के अधीन प्रोफेसर (कन्सल्टेंट) के रूप में पुनर्नियोजित किये जाने की राज्यपाल महोदय सहर्ष स्वीकृति प्रदान करते हैं।

2- संविदा के आधार पर पुनर्नियोजित प्रोफेसर (कन्सल्टेंट) को एकमुश्त ₹ 2,20,000/- का मासिक पारिश्रमिक (Remuneration) प्रदान किया जायेगा।

3- प्रधानमंत्री स्वास्थ्य सुरक्षा योजना के अंतर्गत राजकीय मेडिकल कालेज गोरखपुर, मेरठ, झांसी, इलाहाबाद में निर्मित सुपर स्पेशियलिटी ब्लाक तथा राजकीय मेडिकल कालेज, गोरखपुर में निर्मित 500 बेड बाल रोग चिकित्सालय में महानिदेशक, चिकित्सा शिक्षा की अध्यक्षता में गठित समिति की संस्तुतियों के आधार पर चिकित्सा शिक्षा विभाग, उ०प्र० शासन द्वारा प्रोफेसर (कन्सल्टेंट) को पुनर्नियोजित किये जाने के आदेश निर्गत किये जायेंगे।

4- सुपर स्पेशियलिटी कैंसर संस्थान एण्ड हॉस्पिटल, लखनऊ में निदेशक की अध्यक्षता में गठित समिति की संस्तुति के आधार पर संस्थान के शासी निकाय के अनुमोदनोपरान्त प्रोफेसर (कन्सल्टेंट) को संविदा के आधार पर पुनर्नियोजित किये जाने के आदेश निर्गत किये जायेंगे।

- 4- सुपर स्पेशियलिटी कैंसर संस्थान एण्ड हास्पिटल, लखनऊ में निदेशक की अध्यक्षता में गठित समिति की संस्तुति के आधार पर संस्थान के शासी निकाय के अनुमोदनोपरान्त प्रोफेसर (कन्सल्टेन्ट) को संविदा के आधार पर पुनर्नियोजित किये जाने के आदेश निर्गत किये जायेंगे।
- 5- 30प्र0 आयुर्विज्ञान विश्वविद्यालय, सैफई इटावा में कुलपति की अध्यक्षता में गठित समिति की संस्तुतियों के आधार पर विश्वविद्यालय की कार्य परिषद के अनुमोदनोपरान्त प्रोफेसर (कन्सल्टेन्ट) को संविदा के आधार पर पुनर्नियोजित किये जाने के आदेश निर्गत किये जायेंगे।
- 6- उपर्युक्त समस्त चिकित्सा संस्थाओं के सुपर स्पेशियलिटी विभागों में ही प्रोफेसर (कंसल्टेन्ट) को संविदा के आधार पर पुनर्नियोजित किया जायेगा।
- 7- प्रोफेसर के रिक्त पदों पर नियमित चयन की कार्यवाही प्राथमिकता के आधार पर सुनिश्चित की जायेगी।
- 8- कृपया तदुसार आवश्यक कार्यवाही सुनिश्चित करने का कष्ट करें।

संलग्नक-यथोक्त।

भवदीय,
(डा० राजनीश दुबे)
प्रमुख सचिव।

119/2018/2842
संख्या- (1)/71-2-18-तद्विनांक-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. महालेखाकार, 30प्र0 इलाहाबाद।
2. मुख्य कोषाधिकारी/कोषाधिकारी, लखनऊ, इलाहाबाद, मेरठ, झांसी, गोरखपुर, इटावा, गौतमबुद्धनगर।
3. संबंधित प्रधानाचार्य/वित्त नियंत्रक/वित्त अधिकारी।
4. वित्त (व्यय नियंत्रण) अनुभाग-3
5. चिकित्सा शिक्षा अनुभाग-1,3 एवं 4
6. गार्ड फाइल।

आज्ञा से,
(कुलदीप कुमार रस्तोगी)
उप सचिव।

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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 or The Principal of the Medical College concerned. However, no administrative post shall be assigned to the retired Professor (Consultant) during the contract period.
- iii) The retired Professor (Consultant) will report to the Director of the Institute or The Principal of the Medical College concerned.
- 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 Professor. In case retired Professor (Consultant) is also deputed out of station on official assignment, TA/DA would be paid on tour, as admissible, as pre entitlement against post last held immediately before retirement. Retired Professor (Consultant) in the event of being provided campus accommodation/guest house facilities, deductions of Rs. 24,000/- plus applicable licence/maintenance 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 calendar year, on cumulative basis.
- vii) During the period of contract, the engagement is liable to be terminated any time with a one month notice, without assigning any reason whatsoever. It will be open to the Institute 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 provided the retired Professor (Consultant) deposits with the Medical College concerned / Institute 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 behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by the competent authority, deterrent to the interest of Institute/Medical College concerned or violation of one or more terms and conditions of this letter, his services may be terminated without notice and the 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/Medical College concerned and governed by the relevant rules and order issued by the Government of Uttar Pradesh.

It may please be noted that the retired Professor (Consultant) will be required to conform to the Rules, Bye laws, Regulations, Discipline and Code of Conduct prevailing in the Institute/Medical College 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 provision of State Government/ Medical College concerned / Institute as amended from time to time.
- xii) Retired Professor (Consultant) will be at the disposal of the Medical College concerned / Institute on whole time basis and his services may be utilized in any manner required by the Competent Authority of the Medical College concerned / Institute without any claims for any additional remuneration.



- xiii) The Medical College concerned / Institute 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 Medical College concerned / Institute 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 concern Medical College 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 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 outsiders 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 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 relieved.



- 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 Medical College concerned / Institute all records/ documents and papers that are in his custody and control, by virtue of his engagement and obtain discharge in writing from Medical College concerned / Institute.
- xxiii) Retired Professor (Consultant) will not seek or try to secure any other job or employment without previous written sanction/consent of the Medical College concerned / Institute.
- 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 Medical College concerned / Institute.
- xxvi) In the event of any conflict regarding terms of appointment, the decision of Competent Authority shall be final.


(**Kuldeep Kumar Rastogi**)
Deputy Secretary