

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGR, NEW DELHI-110029

F.No.20-1/2016/ (D)ESTT.I(F.Cell)

Dated the:

CIRCULAR

27 MAR 2018

Subject: Circulation of the Scheme Guidelines for Engagement of Retired Faculty on contract basis in new AIIMS.-reg.

We are in receipt of a communication from Ministry of Health & Family Welfare, Nirman Bhawan on the above noted subject.

A copy of the guidelines is enclosed for kind information of all concerned.

Encl: As above:-



[Office Suptd.] (Actg.)

Distribution:-

1. All the Chief (s) of the Centres
2. All the Head(s) of the Departments
- ✓ 3. Professor In-charge Computer Facility

- For uploading the same on the official website of Institute.

Mr. Sanjeev

Pl. upload

Wharney 2.4.18

No. Z-28015/195/2017-PMSSY-IV
Government of India
Ministry of Health and Family Welfare
Department of Health and Family Welfare

Speed post

Nirman Bhawan, New Delhi
Dated the 16th November, 2017

To

1. The Director, AIIMS, Patna, Phulwari Sharif, Patna, BIHAR.
2. The Director, AIIMS, Jodhpur, Basni, Jodhpur, Rajasthan
3. The Director, AIIMS, Rishikesh, Virbhadr Road, Rishikesh, Uttarakhand.
4. The Director, AIIMS, Raipur, Tatibandh, G E Road, Raipur, Chhattisgarh
5. The Director, AIIMS, Bhubaneswar, Sijua, Patrapada, Bhubaneswar, Odisha
6. The Director, AIIMS, Bhopal, Saket Nagar, Bhopal, Madhya Pradesh.

Subject:- Engagement of Retired Faculty on contract basis in new AIIMS-reg.

Madam/Sir,

The matter regarding engagement of retired Faculty at the level of Professor, Additional Professor and Associate Professor, on contract basis in new AIIMS, up to the age of 70 years, from Institutes of National Importance (INIs) and Government Medical Colleges (GMCs) has been examined in consultation with Integrated Finance Division (IFD), MoHFW.

2. In this regard, approval of the competent authority is conveyed for engagement of retired Faculty at the level of Professor, Additional Professor and Associate Professor, on contract basis, in new AIIMS, up to the age of 70 years, from Institutes of National Importance (INIs) and Government Medical Colleges (GMCs). The retired Faculty to be taken on contract would be termed as Professor (Consultant), Additional Professor (Consultant), Associate Professor (Consultant). Other details are appended below:

(i) The contractual engagement of retired Faculty would be against vacant regular posts in new AIIMS, and there would be continued attempts for direct recruitment of Faculty by open advertisements.

(ii) The approved lumpsum remuneration for retired Faculty Consultants would be as under:

- | | | |
|---------------------------------------|---|---------------|
| i) Professor (Consultant) | - | Rs 2,20,000/- |
| ii) Additional Professor (Consultant) | - | Rs 2,00,000/- |
| iii) Associate Professor (Consultant) | - | Rs 1,88,000/- |

(iii) Retired Faculty Consultants in the event of being provided campus accommodation/ guest house facilities, applicable deductions in respect of such accommodation would be made from the above remuneration, as under:

- | | | |
|---------------------------------------|---|------------------------------------|
| i) Professor (Consultant) | - | Rs.24,000/-+applicable licence fee |
| ii) Additional Professor (Consultant) | - | Rs 22,000/-+applicable licence fee |
| iii) Associate Professor (Consultant) | - | Rs.20,000/-+applicable licence |

Contd..

O/C

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(iv) Participation of Retired Faculty in National Seminars/Conferences would be permissible as per entitlement of regular Faculty. TA/DA on tour, as admissible, as per entitlement against post last field, would be given.

3. The approved Terms and Conditions (ToC) for engagement of Retired Faculty Consultants on contract basis is enclosed herewith.

Yours faithfully,



(P. A. Mini)
Director

Tel 011-23061288

Encl: As above.

Terms and Conditions (ToC) of Engagement of Retired Faculty Consultant on Contract basis in new AIIMS

The Terms and Conditions of engagement of Retired Faculty Consultant on contract basis in new AIIMS are as follows:

- i) The engagement of retired faculty 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 in the new AIIMS institute.
- ii) The retired faculty consultant will be assigned clinical, teaching and research duties, besides any other work as deemed fit by the Director of the Institute.
- iii) The retired faculty consultant will report to the Director of the Institute.
- iv) During the period of contract, retired faculty 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 faculty consultant in National Seminars/ Conferences would be permissible as per entitlement of regular Faculty. In case retired faculty 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.
- vi) Retired Faculty 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 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 faculty 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 faculty consultant deposits with the 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 faculty consultant will not engage himself/herself 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 faculty 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 competent authority, detrimental to the interest of AIIMS or violation of one or more terms and conditions of this letter, his/her 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/her part, from him/her.
- x) Other conditions of service will be as provided under the Rules, Bye laws and Regulations of the Institute and governed by the relevant rules and orders issued by the Government of India.
It may please noted that the retired faculty consultant will be required to conform to the Rules, Bye laws, Regulations, Discipline and Code of Conduct prevailing in the Institute from time to time.
- xi) Retired Faculty 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, the provisions of CCS Conduct Rules 1964 and Central Civil Services Classification Control and Appeal Rules 1965 as amended from time to time.
- xii) Retired Faculty Consultant will be at the disposal of the Institute on whole time basis and his/her services may be utilized in any manner required by the Competent Authority of the Institute without any claims for any additional remuneration.
- xiii) The Institute will not be responsible for any loss, accident, damages or injury while performing the consultancy assignment including travel.
- xiv) Retired Faculty 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 as a whole or that would be prejudicial to his/her position. Retired Faculty Consultant will declare any interests in, any commercial concern or companies etc. before joining. Failure to do so will entail termination of his/her contract forthwith without prejudice to the right of this Institute for initiation of legal action against him/her as deemed fit.
- xv) Retired Faculty Consultant and his/her 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/she is or likely to be, in contract, by virtue of this contract with whom he/she has or is likely to have dealings. His/her services would be terminated, if found involved in corrupt practices, besides taking action as per rules/law.
- xvi) Retired Faculty Consultant will devote his/her whole time and attention exclusively to the duties entrusted to him/her to the best of his/her power.

ability and skill. He/ She will acknowledge that his/her position entails absolute confidentiality and therefore during the continuance of this contract/ arrangement and / or after cessation of this contract for any reasons whatsoever, he/she will not indulge or disclose any information papers and documents in his/her knowledge and custody to any outsider and maintain absolute confidentiality.

- xvii) Retired Faculty Consultant is liable to make good any of loss sustained by the Government due to his/her misbehaviour or negligence
- xviii) Retired Faculty Consultant will not engage himself/herself in any other paid assignment during the validity of this contract.
- xix) Retired Faculty 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/her or may become known to him/her during the course of his/her services or otherwise.
- xx) In case Retired Faculty Consultant is employed elsewhere, he/she will bring a letter from his/her present employer stating that his/her resignation has been accepted and he/she 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 Faculty Consultant will forthwith return to Institute all records/documents and papers that are in his/her custody and control, by virtue of his/her engagement and obtain discharge in writing from Institute
- xxiii) Retired Faculty Consultant will not seek or try to secure any other job or employment without previous written sanction/consent of the Institute.
- xxiv) There will be periodical monitoring of the performance of the contractual appointee and in the event that his/her performance is found to be unsatisfactory, his/her contract is liable to be terminated and/or his/her payments withheld till satisfactory progress is achieved by him/her
- xxv) This contract shall be governed by the rules, regulations and law of the Government of India.
- xxvi) In the event of any conflict regarding terms of appointment, the decision of the Institute shall be final.
