



राष्ट्रीय आयुर्वेद संस्थान

(आयुष मंत्रालय, भारत सरकार)

जोरावर सिंह गेट, आमेर रोड़, जयपुर-302002

NATIONAL INSTITUTE OF AYURVEDA

(Ministry of AYUSH, Govt. of India)

Jorawar Singh Gate, Amer Road, JAIPUR-302002 (Raj.)

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No.F.12(50)/2018-NIA/CC

Dated: 23-8-2019

OFFICE ORDER

Dr. Bhabani Shankar Banerjee, S-11/C, Pandav Nagar, New Delhi 110092 is hereby engaged as Senior Project Consultant on Contractual basis on a Monthly Fixed Remuneration of ₹ 75,000 (Rupees Seventy Five Thousand Only) for a period of 1 Year or till further orders, whichever is earlier, with effect from the date he joins the Ministry of AYUSH. He shall be stationed at New Delhi and will work in the Ministry of AYUSH, AYUSH Bhawan, B-Block, GPO Complex, INA, New Dehli under the control of the Officers concerned of the Ministry of AYUSH. The Remuneration will be paid from the National Institute of Ayurveda. The Terms & Conditions are stipulated in the Annexure attached herewith.

(PROF. SANJEEV SHARMA)
DIRECTOR

Dr. Bhabani Shankar Banerjee
S-11/C, Pandav Nagar
New Delhi 110092

Copy to:

1. PPS to Secretary for kind information of Secretary, Ministry of AYUSH
2. PPS to Addl. Secretary for kind information of Addl. Secretary, Ministry of AYUSH
3. Deputy Secretary(VB), Ministry of AYUSH
4. Under Secretary, NI Section, Ministry of AYUSH
5. NI Section, Ministry of AYUSH (Ref: Letter No.Z.28015/7/2010-NI(Pt.III) Dated 22-8-2019)
6. Deputy Director(Admn.), NIA
7. Administrative Officer
8. Accounts Officer, NIA

NATIONAL INSTITUTE OF AYURVEDA

ENGAGEMENT OF SENIOR PROJECT CONSULTANT ON CONTRACTUAL BASIS

TERMS AND CONDITIONS

1. The selected Senior Project Consultant will be stationed at New Delhi and will work in the Ministry of AYUSH, AYUSH Bhawan, B-Block, GPO Complex, INA Colony, New Delhi. under the control of Officers concerned of the Ministry of AYUSH.
2. The Sr. Project Consultant shall report to the Under Secretary/Deputy Secretary/Director or to the Joint Secretary or equivalent Officers as per the internal mechanism of the Ministry of AYUSH.
3. He shall work independently on the given tasks and no regular staff will report to him.
4. The engagement of Sr. Project Consultant will be purely on contract basis and will not confer any right for regular appointment in the Institute or in the Ministry.
5. The engagement is of the nature of fee-based consultancy and does not in any way tantamount to any appointment or employment or job.
6. The engagement as Senior Project consultant shall not be considered as a case of re-employment.
7. A Monthly Consolidated Remuneration of Rs. 75,000/- will be paid to the selected Consultant.
8. He shall not be entitled to any allowance such as DA, Transport Facility, HRA, Residential Accommodation, CGHS, Medical Reimbursement etc.
9. The contract initially would be for a maximum period of one year and may be further extended on year to year basis, subject to functional requirements and also subject to appraisal of the performance.
10. In case the contract is renewed after satisfactory completion of one year service, 5% increase in Monthly Remuneration shall be given every year.
11. There shall be no change in the terms and conditions of the contract once it is finalized.
12. The retired Govt. Servant engaged as Sr. Project Consultant shall continue to draw Pension and Dearness Relief on Pension during the period of his engagement as Sr. Project consultant.
13. The Sr. Project consultant shall be entitled to avail 12 days Leave in a calendar year. The reimbursement will be on *pro-rata* basis. Therefore, he shall not draw any remuneration in case of his absence beyond 12 days in a year.
14. The un-availed leave in a calendar year can neither be carried forward to the next calendar year nor be entitled for any leave encashment.
15. The Sr. Project Consultant shall be required to observe the normal Office Timings and may also be called upon to attend the Office on Saturdays, Sundays or any holidays in case of urgency.
16. He shall mark Attendance in AEBAS mandatorily, failing which it may result in deduction of remuneration.
17. The Income Tax or any other Tax will be deducted at source as per Government instructions. Necessary TDS Certificate will be issued.
18. The Sr. Project Consultant will maintain absolute confidentiality and secrecy of the information handled by him. The secrecy and confidentiality are to be maintained even after termination of the engagement.
19. The Intellectual Property Rights (IPR) or the data generated or collected as well as deliverable by the Sr. Project Consultant produced for the Department/organization shall remain with the Institute/Ministry.
20. The Sr. Project Consultant shall not utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of assignment for the, without the express written consent of the Institute/Ministry.
21. The Sr. Project Consultant shall be bound to hand over the entire set of records of assignment to the Institute/Ministry before expiry of the contract, and before the final payment is released by the Institute/Ministry.
22. The Sr. Project Consultant would be required to sign a Non-Disclosure Undertaking in the Proforma which will be provided to him.

23. The Sr. Project Consultant appointed shall, in no case, represent or give opinion or advice to others in any matter which is adverse to the interest of the Institute/Ministry nor will he indulge in any activity outside the terms of employment/contractual assignment.
24. The Sr. Project Consultant shall not claim any benefit/compensation/absorption/regularization of service with the Institute/Ministry under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970.
25. The Sr. Project Consultant engaged from open market shall give a Bond at the time of initial engagement/renewal to the effect that his engagement shall not confer any right/claim for regularization of his/her service in the Institute/Ministry.
26. The Institute retains the right to terminate the contract at any time without giving any notice and also without assigning any reason. Some of the situations under which the Institute may terminate the contract are:
 - i) The Sr. Project Consultant is unable to address the assigned work.
 - ii) Quality of the assigned work is not to the satisfaction of the Institute/Ministry.
 - ii) The Sr. Project Consultant is found lacking in honesty and integrity.
27. The Sr. Project Consultant shall work independently on the given tasks and no regular staff will report to him.
28. The Sr. Project Consultant from open market shall be engaged only after Police Verification of his antecedences.
29. The Institute has the right to cancel the Advertisement issued for engagement of Sr. Project Consultant and not to proceed in the matter for engagement of the Sr. Project Consultant at any stage, to accept or to reject any or all the applications without giving any explanation or notice, whatsoever.

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