

Puratatav Bhawan, INA,
New Delhi-110023
Dated: 3rd October, 2018

CIRCULAR

ENGAGEMENT OF CONSULTANT ON CONTRACT BASIS

Ministry of Culture invites applications from willing and eligible individuals retired from the post of Under Secretary for engagement as Consultant on contract basis initially for a period of six months at a consolidated fee of Rs.40,000/- (Rupees Forty Thousand only) per month (less TDS as applicable).

2. No other compensation apart from consolidated fee/remuneration will be admissible, even if a person attends office on holidays and works beyond normal office hours.
3. The Terms and Conditions of the engagement including eligibility criteria, Terms of Reference etc are enclosed Annexure-I. The Application Form is enclosed at Annexure – II.
4. The Ministry of Culture reserves the right to accept or reject in part or in full all the responses without assigning any reasons whatsoever.
5. Applications complete in all respect must reach Under Secretary, Seva Bhoj Yojna (SBY), 2nd Floor, D-Block, Puratatava Bhawan, INA, New Delhi **latest by 15th October, 2018 (5:30 PM)**. The same can also be sent through e-mail at the address:- praveen.sharma68@gov.in followed by hard copy within the stipulated time.


(Praveen Sharma)
US(S&F)

To

1. Web-site of MoC and Notice Board.

Terms and Conditions

1. Eligibility:

- 1.1 Persons retired from the post of Under Secretary or equivalent is eligible for engagement as Consultant in Seva Bhoj Yojna.
- 1.2 He/She should have expertise in monitoring/administration of schemes, noting/drafting, budget/accounts, office procedure, etc.
- 1.3 He/She should have good experience of administrative and financial matters.
- 1.4 Should have communications and interpersonal skills, knowledge of computer applications such as MS Word, MS Excel and Power Point etc.

2. Age Limit:

- 2.1 Should not be more than 65 years of age as on the last date for receipt of applications.

3. Remuneration:

- 3.1 The monthly consolidated remuneration of Rs. 40,000/- (Rupees Forty Thousand only) will be paid for engagement as Consultant.
- 3.2 Person engaged shall not be entitled to any other allowance such as DA, transport facility, residential accommodation, CGHS/Medical facility, Medical reimbursement etc.

4. Engagement:

- 4.1 The engagement as Consultant will be purely on contract basis and will not confer any right for regular appointment in Ministry of Culture.

5. Selection Procedure:

- 5.1 The scrutiny of applications and selection of its candidate will be carried out by a committee constituted by Competent Authority in Ministry of Culture.
- 5.2 Ministry of Culture has the right to cancel advertisement and not to proceed in the matter for engagement, at any stage and to accept or reject any or all the applications without giving any reason, whatsoever.

6. Scope of Work/Job Responsibility:

- (i) Monitoring and Supervision of the scheme;
- (ii) Coordination with GST Authorities (39 Nos.) throughout the country for reimbursement of financial assistance;
- (iii) Conducting meetings for examining the applications received.

7. Drawal of Pension:

- 7.1 The retired Govt. servant engaged as Consultant shall continue to draw pension and Dearness Relief on pension during the period of their engagement.
- 7.2 This engagement shall not be considered as a case of re-employment.

8. Leave:

- 8.1 The person engaged as Consultant shall be entitled to avail 8 days of Leave in a calendar year with reimbursement on pro rata basis. Therefore, he/she shall not draw any remuneration in case of his/her absence beyond 8 days in a year.
- 8.2 The un-availed leave in a calendar year can neither be carried forward to next calendar year nor be entitled for leave encashment.

9. Working Hours:

- 9.1 The person engaged as Consultant shall be required to observe the normal office timing (9.00 a.m to 5.30 p.m) and may also be called upon to attend the office on Saturday, Sunday or any holiday in case of exigencies of work.

10. Tax Deduction at Source:

- 10.1 The Income Tax or any other tax will be deducted at source as per Government instruction. Necessary TDS Certificate will be issued to them.

11. Confidentiality of data and documents:

- 11.1 The Intellectual Property Rights (IPR) of the data collected as well as deliverables produced for shall remain with Ministry of Culture.
- 11.2 No one shall 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 his assignment or during the course of assignment for Seva Bhoj Yojna (SBY) without the express written consent of Ministry of Culture.
- 11.3 The person engaged as Consultant shall be bound to hand-over the entire set of records of assignment to the Ministry of Culture before the expiry of the contract, and before the final payment is released by the Ministry.
- 11.4 The person engaged as Consultant would be required to sign a non-disclosure undertaking as per ANNEXURE-III.

12. Conflict of interest:

- 12.1 The person engaged as Consultant shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of Ministry of Culture nor will he indulge in any activity outside the terms of the contractual assignment.

12.2 The Consultant shall not claim any benefit/compensation/absorption/regularization of service with this Ministry under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970.

13. Termination of Agreement:

13.1 Ministry of Culture may terminate the contract under the following circumstances:-

- (i) The person engaged as Consultant is unable to address the assigned work.
- (ii) Quality of the assigned work is not satisfactory.
- (iii) Consultant is found lacking in honesty and integrity.
- (iv) The Competent Authority in Ministry of Culture may also terminate the contract at any time without giving any notice and also without assigning any reason.

ANNEXURE-II**Application for engagement as Consultant on contract basis in Ministry of Culture.**

Name	
Mother's/Father's/Husband's Name	
Date of Birth	
Address for Correspondence	
Permanent Address	
Contact No./Nos.	
Email ID	
Education/Technical Qualifications (S)	
Details of experience to be attached in proforma appended as " APPENDIX "	Duly filled proforma "APPENDIX" is attached.
Date of retirement and name of the office where the officer was last working. Enclose the copy of PPO.	
Any other relevant information (use a separate sheet, if necessary)	

The information furnished above is true. I have carefully read the terms and conditions mentioned in Annexure-I and they are acceptable to me. I certify that no disciplinary proceedings are pending against me, as on date.

Signature of the Applicant

Date:

Place:

APPENDIX

Details of experience

Period (Starting from the latest)	Name of Office/Organization	Post, Remuneration or Pay Band with Grade Pay, if applicable	Description of duties performed

Name/Signature:- _____

NON-DISCLOSURE UNDERTAKING

To

Under Secretary (SBY)
2nd Floor, D-Block,
Puratatava Bhawan, INA,
New Delhi-110023

Sir,

I hereby undertake

- to treat all the information that comes to my knowledge as part of my duties in this office as confidential information and keep it strictly confidential.
 - not to sell, trade, publish or otherwise disclose to any one in any manner whatsoever including by means of reproduction either in physical, hardcopy, digital or in electronic format.
 - to hold such confidential information in trust and confidence both during and after the terms of my engagement.
 - not to engage in any other employment/occupation/consultancy or any other activity during my engagement with Seva Bhoj Yojna (SBY), Ministry of Culture.
 - to abide by data security policy and related guidelines issued by Ministry of Culture.
2. In the event of my termination or employment for any reason whatsoever, I shall promptly surrender and deliver to the Ministry of Culture any records/material, equipment, documents or data which is of confidential nature.
3. I shall keep Ministry of Culture informed of any change in my address or contact details during the period of my engagement.
4. I understand that I can be terminated at any point of time for breach of the above conditions and can be proceeded against under the relevant laws for the time being in force.
5. For the purpose of this undertaking, Confidential Information means any information received from any source, whether in physical, electronic or in digital format.

Yours faithfully,

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Name.....
Address.....
Dated.....
Personal Contact No.....