

F.No.21/01/2021-CS.I (Coord.)
Ministry of Personnel, Public Grievances & Pension
Department of Personnel & Training
(CS.I Division)

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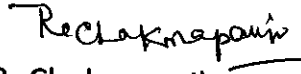
2nd Floor, A Wing,
Lok Nayak Bhavan
Khan Market, New Delhi.
Dated 18th May, 2022.

OFFICE MEMORANDUM

Subject:- Engagement of Consultants on Contract Basis.

The undersigned is directed to circulate the Circular No. A-54011/20/2020-Estt. dated 13.05.2022 (along with enclosures) received from M/o Culture regarding engagement of consultants on contract basis. **The last date of receipt of application is 24.06.2022.**

2. In case of any further clarification, applicants are requested to contact the concerned Ministry/Department which has advertised the circular.


(R. Chakrapani)
Under Secretary to the Govt. of India
Tel.No.24629412

To :

All Ministries/ Departments (through DOPT's website)

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F. No. A-54011/20/2020-Estt.
Government of India
Ministry of Culture

Room No. 330A, 'C'-Wing, 3rd Floor,
Shastri Bhawan, New Delhi-110001
Dated the 13th May, 2022

CIRCULAR

ENGAGEMENT OF CONSULTANTS ON CONTRACT BASIS

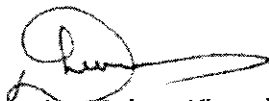
The Ministry of Culture invites applications from willing and eligible retired Central Government employees for the engagement of **two posts** of Consultants on contract basis. The employees should be retired from the post of **Under Secretary /Deputy Secretary level or equivalent**. The engagement shall be initially for a **period of one year**, which may be extended or curtailed as per the requirement and satisfactory performance of the Consultant.

2. The terms & conditions for engagement of such consultants shall be regulated by this Ministry's O.M. of even no. dated 10.03.2022 in accordance with the Department of Expenditure's O.M. No. 3-25/2020-E.IIIA dated 09.12.2020.

3. The details including eligibility criteria, Terms of Reference etc. are enclosed. The Ministry of Culture reserves the right to accept or reject in part or in full or all the responses without assigning any reasons whatsoever. **Terms and Conditions including scope of work of the engagement are mentioned in Annexure-I.**

4. The last date for receipt of applications, in the prescribed format is **31.05.2022 upto 05:00 PM**. Applications received after due date/time and without supporting documents will not be considered.

5. Application, as per Annexure-II, may be sent to Section Officer (Establishment), Ministry of Culture, Room No. 330A, 'C' Wing 3rd Floor Shastri Bhawan, New Delhi-110001. The same can also be sent through e-mail ID of Estt. Section i.e. soestt-culture@nic.in followed by a hard copy within the stipulated time.


(Dheerendra Mohan Khare)
Under Secretary to the Govt. of India
Tel. No. 011-23389377

To

1. Web-site of MoC and Notice Board.
2. All Ministries/Departments.

Terms and Conditions

1. Eligibility:

- 1.1 Persons retired from the post of Deputy Secretary or Under Secretary level or equivalent are eligible for the position of Consultant.
- 1.2 Should have good knowledge on the matters related to Recruitment Rules and Administration as per the procedures of Government of India.
- 1.3 Should have expertise in office procedure etc.

2. Remuneration:

As specified in Department of Expenditure's O.M. No. 3-25/2021-E.IIIA dated 09.12.2020 i.e. Last Pay Drawn-Pension.

3. Engagement:

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

4. Scope of Work/Job Responsibility:

- Update the Recruitment Rules in consonance with rules/law after taking approval from the competent authority.
- For updating the Constitutions/MoAs/Deeds of all organizations of Akademi Division ensuring parity between all the Constitutions/MoAs/Deeds.
- The consultants will do all the relevant noting and drafting directly for the given work.
- Any other important work as and when allotted by the Akademi Division during their engagement.

5. Drawal of Pension:

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

6. Leave :

- 6.1 The Consultant shall be entitled to avail leaves as per aforesaid DoE's O.M. dated 09.12.2021 on pro rata basis. Therefore, he /she shall not draw any remuneration in case of his absence beyond such leaves in a year.
- 6.2 The un-availed leave in a calendar year can neither be carried forward to next calendar year nor be entitled for leave encashment.

7. Working Hours:

- 7.1 The Consultant shall be required to observe the normal office timing and may also be called upon to attend the office on Saturday, Sunday or any holiday in case of exigencies of work.
- 7.2 They shall mark their attendance in AEBAS mandatorily(or as applicable from time to time) and failing which may result in deduction of remuneration.

8. Tax Deduction at Source:

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

9. Confidentiality of data and documents:

9.1 The Intellectual Property Rights (IPR) of the data collected as well as deliverables produced for the Ministry/organization shall remain with the Ministry.

9.2 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 the Ministry without the express written consent of the Ministry.

9.3 The Consultant shall be bound to hand-over the entire set of records of assignment to the Department before the expiry of the contract, and before the final payment is released by the Ministry.

9.4 The Consultant would be required to sign a non-disclosure undertaking as per ANNEXURE-III.

10. Conflict of interest:

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

10.2 The Consultant shall not claim any benefit/compensation/absorption/regularization of service with this Ministry.

11. Termination of Agreement:

11.1 The Ministry may terminate the contract to which these terms apply, if:-

- i. The Consultant is unable to address the assigned work.
- ii. Quality of the assigned work is not to the satisfaction of the Controlling Officer/Competent Authority in the Ministry.
- iii. The Consultant is found lacking in honesty and integrity.
- iv. The Competent Authority in the Ministry 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 w.r.t. the Circular No dated _____.

Name		Recent photograph
Mother's/Father's/Husband's Name		
Date of birth		
Address for Correspondence		
Permanent Address		
Contact No./Mob. No.		
Email ID		
Educational/Technical Qualification (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.

Date:

Signature of the Applicant

APPENDIX

Details of experience

Period	Name of Office/ Organization	Post, Remuneration or Pay Band with Grade Pay/Level Matrix, if applicable	Description of duties performed

Name/Signature:- _____

NON-DISCLOSURE UNDERTAKING

To,
The Joint Secretary(Admn.)
Ministry of Culture,
Shastri Bhawan, New Delhi-110001.
Sir,

I hereby undertake

- 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 Ministry of Culture which would otherwise conflict with my obligations towards Ministry of Culture.
 - to abide by data security policy and related guidelines issued by Ministry of Culture.
 - Shall not resort any corrupt practices in any aspect and at any stage during the tenure of engagement.
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,

(Signature.....)
Name:.....
Address:.....
Dated:.....
Personal Contact No.....