

F.No.A-4-(Con.)/2022-Estt.I

Government of India,

National Archives of India,

Janpath, New Delhi-110001, the ~~4~~ 4 MAR 2022

CIRCULAR

ENGAGEMENT OF CONSULTANT ON CONTRACT BASIS

The National Archives of India invites applications from retired Group A Officers having experience in Preservation and Conservation and Workshop on contract basis in this Department for a period of one year.

S.No.	Category of Experts/ Consultants	Qualification and Experience	No. of positions proposed to be filled on contract basis	Fee payable
1.	Consultant (Conservation, Preservation & Workshop)	Retired Government/Public Sector undertakings/autonomous bodies employees not below the rank of Scientific Officer / Assistant Director of Archives with Pay Level Matrix-11 and PB-3 GP-6600 or a professional having a qualification of Master of Science (M.Sc.) in Physics/Chemistry in the relevant field of Preservation/ Conservation and Workshop and having experience of at least 5 years in the requisite field/Specialization and having knowledge of Computer.	01 (One)	Rs.40,000/-

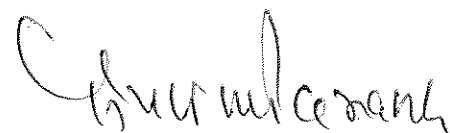
2. No other compensation apart from consolidated fee/remuneration, even if a person attends office on holidays and work beyond normal office hours.

3. The details including eligibility criteria, Terms of Reference etc. are enclosed. The National Archives of India reserves the right to accept or reject in part or in full or all the responses without assigning any reasons whatsoever. Terms and conditions of the engagement are mentioned in Annexure-I.

Chauhan

4. The last date for receipt of applications, in the prescribed format is 15.03.2022 upto 05.00 PM. Applications received after due date/time and without supporting documents will not be considered.

5. Applications, as per Annexure-II, may be sent to Assistant Director of Archives (Estt.), National Archives of India, Janpath, New Delhi. The same can also be sent through e-mail at the address ada.estt.archives@gov.in followed by hard copy within the stipulated time



(Syed Farid Ahmad)

Deputy Director of Archives,
Government of India

To

1. Web-site of National Archives of India, Notice Board.
2. All Ministries/Departments.

ANNEXURE-II

Application for engagement as Consultant on contract basis in *Archeology*
Division of Ministry of Culture.

Name	
Mother's/Father's/Husband's Name	
Date of birth	
Address for Correspondence	
Permanent Address	
Contact No./Nos.	
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

F. No. A-54011/2/2018-Estt.
Government of India
Ministry of Culture
(Estt. Section)

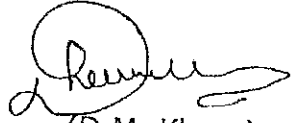
Shastri Bhawan, New Delhi
Dated the 16th July, 2020

OFFICE MEMORANDUM

Subject:- Guidelines for engagement of Consultants in Ministry of Culture and Organizations under it—**Addition of the clause in respect of age limit and procedure of prior approval of Ministry for engagement of Consultant**-regarding.

The undersigned is directed to refer to this Ministry's O.M. of even number dated 23.3.2018 on the subject mentioned above vide which procedure and guidelines for engagement of Consultants in this Ministry & Organizations under it were circulated to all the Bureau Heads and Organizations' Heads of this Ministry. Now, competent authority in this Ministry has decided to add the following points/procedure in the said guidelines:-

- i. **Age Limit:-** The upper age limit for engagement of Consultants has been added under Para 2 of these guidelines.
 - ii. **Appraisal of work of Consultant:-** Under Para 4(Sub Para 4.4). The said amendment in the guidelines was made vide this Ministry's O.M. of even number dated 17.12.2018.
 - iii. **Appointment Procedure:-** The amendments in appointment procedure have been made under Para 5 (Sub Para 5.6 to 5.8). The Head of the Institution shall be liable to follow these directions strictly.
2. Hence, a consolidated guidelines including the above is enclosed herewith for strict compliance. These instructions will be effective from the date of issue of this O.M.
3. This issues with the approval of Secretary (Culture).


(D.M. Khare)

Under Secretary to the Government of India
Tele No.23389377

Copy to:-

1. All Bureau Heads.
2. All Directors/Dy. Secretaries.
3. PS to HCM
4. Sr. PPS to Secretary (C)

Contd...

F. No. A-54011/2/2018-Estt.
Government of India
Ministry of Culture

Subject: Procedure and Guidelines for engagement of Consultants in the Ministry of Culture and organizations under it-reg.

The scheme for engagement of Consultant on contract basis in the Ministry of Culture and its organizations shall henceforth be regulated as per the following guidelines:-

1. Eligibility:

- 1.1 Persons retired from the post of Assistant Section Officer/Section Officer/Under Secretary/Deputy Secretary/Director or equivalent is eligible for the position of Consultant. However, organizations under MoC may engage professionals according to their requirement of services which may include intellectual, Professional, Training & Advisory services as per the provisions of General Financial Rules (GFR)-2017.
- 1.2 Should have communications and interpersonal skills, knowledge of computer applications such as MS Word, MS Excel and Power Point etc.
- 1.3 Should have expertise in drafting/noting, budget/accounts, office procedure, etc.

2. Age Limit:-

- 2.1 The upper age limit for engagement of Consultants will be 65 years. However, in case any Office/Organization feels necessity to extend the tenure of any Consultant beyond the age of 65 years, extension for the same will be given only after approval of Integrated Finance Division (IFD) of this Ministry and Hon'ble Minister for Culture.

3. Remuneration:

- 3.1 The monthly consolidated remuneration for various levels will be paid as under:-

Sl. No.	Level	Remuneration
1.	Director/Deputy Secretary	Rs. 50,000/-
2.	Under Secretary	Rs. 40,000/-
3.	Section Officer	Rs. 35,000/-
4.	Assistant Section Officer	Rs. 25,000/-

- 3.2 Shall not be entitled to any allowance such as DA, transport facility, residential accommodation, CGHS, Medical reimbursement etc.


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5. PPS to JS&FA (C)
6. All Under Secretaries
7. All Sections of MoC
8. The Head of all the organizations under M/o Culture. The Autonomous Bodies may adopt the same with the approval of their respective Governing Bodies.
9. E-office Notice Board/HTU for Hindi Translation

3.3 The travelling allowance on tour, if any, shall be as per the entitlement of the officer/official before retirement.

4. Engagement:

4.1 The engagement of Consultant on contract basis will be made only in case of vacancies are not filled up on regular basis or to meet the requirement due to additional activities of defined time frame as provided in GFR-2017.

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

4.3 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, appraisal of the performance and medical fitness of the individual.

4.4 The Division/Section for which the Consultant has been/was engaged will forward a monthly appraisal of the Consultant's work to the Administrative Division of Ministry/Organization, who had/has engaged said Consultant. Accordingly, the Administrative Division will take necessary action on the service requirement of the Consultant.

5. Appointment Procedure:

5.1 The Consultant would be appointed after following due procedure i.e. calling for applications through advertisement, etc.

5.2 The scrutiny of applications and selection of Consultant will be carried out by a committee in the Ministry/Organizations.

5.3 In the Ministry the committee shall comprise as under:

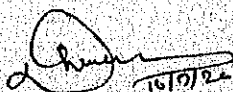
Joint Secretary(Admn.)	-	Chairperson
Director/Deputy Secretary(concerned Div.)	-	Member
Under Secretary(Estt.)	-	Member

5.4 The organizations may formulate their own internal committee.

5.5 The Ministry/organization has the right to cancel advertisement and not to proceed in the matter for engagement of Consultant, at any stage to accept or reject any or all applications without giving any explanation, whatsoever.

5.6 All Consultants should be appointed in a transparent manner after following due process of public notification of the position, seeking applications and selection through a duly constituted committee by the Competent Authority.

5.7 All Consultants, whether appointed directly or through outsourcing agency, be appointed in all Subordinate/Attached offices only after obtaining approval of this Ministry through their respective Administrative Division.


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5.8 Consultants already engaged in Subordinate/Attached offices shall take due approval of this Ministry for continuance of their tenure beyond 31.7.2020 by giving detailed justification.

6. Scope of Work/Job Responsibility:

- i. Matters relating to Establishment, Administration, Finance and Accounts.
- ii. Policy matters.
- iii. Parliamentary matters.
- iv. Any other items of work relating to particular organization.

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 his engagement as Consultant.

7.2 The engagement as Consultant shall not be considered as a case of re-employment.

8. Leave :

8.1 The Consultant shall be entitled to avail 8 days of Leave in a calendar year with reimbursement on pro rata basis. Therefore, he shall not draw any remuneration in case of his 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 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 urgency.


9.2 They shall mark their attendance in AEBAS mandatorily failing which it may result in deduction of remuneration.

10. Tax Deduction at Source:

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

11. Confidentiality of data and documents:

11.1 The intellectual Property Rights (IPR) of the data collected as well as deliverables produced for the Department/organization shall remain with the Department/organization.



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- 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 this assignment or during the course of assignment for the Department/organization, without the express written consent of the Department/organization.
- 11.3 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 Department/organization.
- 11.4 The Consultant would be required to sign a non-disclosure undertaking as per annexed

12. **Conflict of interest:**

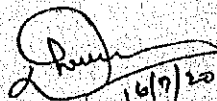
- 12.1 The Consultant appointed by the Department, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the Department/organization nor will he indulge in any activity outside the terms of employment/contractual assignment.
- 12.2 The Consultant 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 The Department 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 Officer/ Department.
 - iii. The Consultant is found lacking in honesty and integrity.
 - iv. The Government may also terminate the contract at any time without giving any notice and also without assigning any reason.

14. **Relaxation:**

- 14.1 The criteria may be relaxed in exceptional cases based on justification in the interest of Ministry/organization with the approval of Secretary (Culture).


16/7/20

NON-DISCLOSURE UNDERTAKING

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

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 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.
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.....