

**NCDC***Assisting Cooperatives. Always!*

राष्ट्रीय सहकारी विकास निगम
NATIONAL COOPERATIVE DEVELOPMENT CORPORATION
An ISO-9001:2015 Certified Organization
Ministry of Cooperation, Government of India
P&A Division

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F.No.NCDC:4-1/2018-Admn.

Dated: 24/08/2021

CIRCULAR

ENGAGEMENT OF CONSULTANT ON PART-TIME CONTRACT BASIS

The National Cooperative Development Corporation invites applications from willing and eligible individuals for engagement of a Consultant on part-time contract basis on remuneration @ Rs.2,000/- per day initially for a period of one year, having :-

Bachelor Degree in Law; working experience of 15-20 years in the cooperative Sugar Mills; experience in handling of legal cases related to Cooperative Sugar Mills.

2. No other compensation apart from consolidated fee/remuneration will be admissible, 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. NCDC reserves the right to accept or reject in part or in full or all responses without assigning any reasons whatsoever. Terms and Conditions of engagement are mentioned in **Annexure-I**.
4. The last date for receipt of applications, in the prescribed format, is **08/09/2021 upto 5.30 p.m.** Applications received after due date/time will not be considered.
5. Applications, as per **Annexure-II**, may be sent to Director(P&A), National Cooperative Development Corporation, 4-Siri Institutional Area, Hauz Khas, New Delhi. The same can also be sent through e-mail at pna@ncdc.in followed by hard copy.

A. S. Meena
Director-P&A

NATIONAL COOPERATIVE DEVELOPMENT CORPORATION
Personnel & Administration Division

ANNEXURE-I

Terms and Conditions

1. Eligibility

- 1.1.** Bachelor Degree in Law; working experience of 15-20 years in the cooperative Sugar Mills; experience in handling of legal cases related to Cooperative Sugar Mills;

2. Remuneration

- 2.1.** Remuneration of Rs. 2,000/- per day will be paid to the Consultant on part-time contract basis.
- 2.2.** Consultant shall not be entitled to any allowance such as DA, transport facility, residential accommodation, medical reimbursement, telephone etc.
- 2.3.** Travelling allowance on tour, if any, shall be as per the entitlement of the person before retirement, not exceeding the scales / level of pay defined by the Government of India for the levels.

3. Engagement

- 3.1.** The engagement of a Consultant (part-time) will be purely on contract basis and will not confer any right for regular appointment in NCDC or in its associated organisations.
- 3.2.** The contract would initially 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.
- 3.3.** Part-time consultants will be hired on full day basis **subject to maximum of sixteen (16) days in a month.**

4. Drawal of Pension

- 4.1.** A retired Government servant engaged as Consultant shall continue to draw pension and Dearness Relief on pension during the period of his/her engagement as Consultant.
- 4.2.** The engagement as Consultant (part-time) shall not be considered as a case of re-employment.

5. Working Hours

- 5.1.** The Consultant (part-time) shall be required to observe the normal office timings and may also be called upon to attend office beyond office hours including on Saturday, Sunday or any holiday in case of requirement.
- 5.2.** The Consultant will mark his attendance in Biometric/AEBAS mandatorily failing which it may result in deduction of remuneration.

6. Deduction of Tax at Source

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

7. Confidentiality of data and documents

- 7.1.** The Intellectual Property Rights (IPR) of the data collected as well as deliverables produced for NCDC shall remain with NCDC.
- 7.2.** 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 NCDC, without the express written consent of NCDC.
- 7.3.** The Consultant shall be bound to hand-over the entire set of records of assignment to NCDC before the expiry of the contract, and before the final payment is released by NCDC.
- 7.4.** The Consultant would be required to sign a non-disclosure undertaking as per Annexure-III.

8. Conflict of interest

- 8.1.** The Consultant appointed by NCDC, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of NCDC nor will he indulge in any activity outside the terms of employment/ contractual assignment.
- 8.2.** 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.

9. Termination of Agreement

NCDC may terminate the contract to which these terms apply if:-

- 9.1.** The Consultant is unable to address the assigned work.
 - 9.2.** Quality of the assigned work is not to the satisfaction of the Officer/ Division of NCDC.
 - 9.3.** The Consultant is found lacking in honesty and integrity.
 - 9.4.** NCDC may terminate the contract at any time without giving any notice and also without assigning any reason.
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NATIONAL COOPERATIVE DEVELOPMENT CORPORATION
Personnel & Administration Division

ANNEXURE-II

**Application for engagement as
Consultant (on part-time contract basis) in NCDC**

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

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,

The Managing Director,
National Cooperative Development Corporation
4-Siri Institutional Area, Hauz Khas,
New Delhi-110016.

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 anyone 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 NCDC which would otherwise conflict with my obligations towards NCDC.
 - to abide by data security policy and related guidelines issued by NCDC
 - 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 NCDC any records/material, equipment, documents or data which is of confidential nature.
3. I shall keep NCDC 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:

Date:

Personal Contact No.
