

F.No.3/53/2018-SD(AM)

Indira Gandhi National Centre for the Arts

Subject : Revised Procedure and Guidelines for engagement of retired IGNCA employees as Consultants in IGNCA .

The scheme for engagement of retired IGNCA employees as Consultant on contract basis in IGNCA henceforth be regulated as per the following guidelines:-

1. Eligibility :

- 1.1 Persons retired from the post of Assistant/Section Officer/Under Secretary/Deputy Secretary/Director or equivalent of IGNCA is eligible for the position of Consultant.
- 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. Remuneration :

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

S.No.	Level	Remuneration
1.	Director/Deputy Secretary & equivalent	Rs.60,000/-
2.	Under Secretary & equivalent	Rs.50,000/-
3.	Section Officer & equivalent	Rs.45,000/-
4.	Assistant & equivalent	Rs.35,000/-

- 2.2 Shall not be entitled to any allowance such as DA, transport facility, residential accommodation, CGHS, Medical reimbursement etc.
- 2.3 The travelling allowance on tour, if any, shall be as per the entitlement of the officer/official before retirement.

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 IGNCA.

- 3.2 The contract initially would be for a 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 The engagement as Consultant shall not be considered as a case of re-employment.

4. **Scope or 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.

5. **Leave:**

- 5.1 The Consultant shall be entitled to avail 13 days of Leave in a calendar year on pro rata basis. Therefore, he shall not draw any remuneration in case of his absence beyond 13 days in a year.
- 5.2 The un-availed leave in a calendar year can neither be carried forward to next calendar year nor be entitled for leave encashment.

6. **Working Hours:**

- 6.1 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.
- 6.2 They shall mark their attendance in AEBAS mandatorily failing which it may result in deduction of remuneration.

7. **Tax Deduction at Source:**

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

8. **Confidentiality of data and documents:**

- 8.1 The Intellectual Property Rights(IPR) of the data collected as well as deliverables produced for the Department/Organization shall remain with the IGNCA.

- 8.2 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 IGNCA, without the express written consent of the IGNCA.
- 8.3 The Consultant shall be bound to hand-over the entire set of records of assignment to IGNCA before the expiry of the contract, and before the final payment is released by IGNCA.
- 8.4 The Consultant would be required to sign a non-disclosure undertaking as per annexed.

9. **Conflict of Interest:**


- 9.1 The Consultant appointed by the IGNCA, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the IGNCA nor will be indulge in any activity outside the terms of employment/contractual assignment.
- 9.2 The Consultant shall not claim any benefit/compensation/absorption/regularisation of service with IGNCA under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation and Abolition) Act, 1970.

10. **Termination of Agreement :**

- 10.1 IGNCA 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 IGNCA.
 - (iii) The Consultant is found lacking in honesty and Integrity.
 - (iv) The IGNCA may also terminate the contract at any time without giving any notice and also without assigning any reason.

11. **Relaxation:**

- 11.1 The criteria may be relaxed in exceptional cases based on justification in the interest of IGNCA with the approval of M.S., IGNCA


(Sunil Goel)
Under Secretary(E)
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