F. No. U-13/25/2020-UNESCO Government of India National Monuments Authority Ministry of Culture

24, Tilak Marg, New Delhi- 110001 Dated: 29.12.2022

Detailed Advertisement for Consultants

1. Applications in the prescribed format are invited from willing and eligible persons for consideration and engagement as Consultant in National Monuments Authority, Ministry ofCulture, New Delhi as per details given below:-

Ser No	Name and No. of Posts	Eligibility Criteria, Qualification and Experience	Age	Remuneration
(a)	Consultant (Administration) - One	 Retired Govt. Official in Level 7 to Level 11 or equivalent at the time of superannuation. Experience (i) Five years or more experience in routine office work, administration, establishment and service matters including pay fixation. (ii) Experience of public procurement, tendering, GeM, upkeep and management ofinventory. (iii) Experience in handling parliament questions, VIP reference, Public Grievances and RTI matters. (iv) Experience in budgeting, handling accounts and contract management. (v) Knowledge about e-office and MS Office. 	Not more than 63 years as on the last date of application.	As per DoE, OM dated 09.12.2020
(b)	Consultant (NOC) - One	Retired Govt. Official in Level 7 to Level 11 or equivalent at the time of superannuation. Experience (i) Five years or more experience in routine office work, Administration, planning, and Legal work. (ii) Experience in handling parliament questions, VIP reference, Public Grievances and RTI matters. (iii) Has past experience of public service delivery project	Not more than 63 years as on the last date of application.	As per DoE, OM dated 09.12.2020

Ser No	Name and No. of Posts	Eligibility Criteria, Qualification and Experience	Age	Remuneration
		(iv) Knowledge of e-office and MS Office.		
(c)	Consultant (Private Secretary) - Two	 (i) Retired Govt. Official in Level 7 to Level 11 or equivalent at the time of superannuation. (ii) Shorthand speed of 100 w.p.m. (iii) Typing speed of 40 w.p.m in English. Experience (i) Should have provided secretarial Assistance to the officers of post of Director and above. (ii) Knowledge about e-office and MS Office. 	Not more than 63 years as on the last date of application.	As per DoE, OM dated 09.12.2020
(d)	Consultant (System Analyst) - Three	 Essential Qualification (i) B.Tech/ B.E. / B.Sc- Engg. (Electronics & Communication/ Computers/ IT) or M.Sc (IT) or AMIE or MCA from a recognized university/ institution. Desirable Qualification (i) Two years' experience in DOTNET / DOTPHP/ Database SQL/ SQL Programming/ C++/ JAVA. Experience (i) Having knowledge of information and computer technology. (ii) Creation and management/ updation of database. (iii) Maintenance of System Software, application Software and their documentation. (iv) Retrieval of the data as and when necessary. (v) Management and maintenance of websites. (vi) Knowledge about e-office and MS Office. 	Max Age- 50 years as on the last date of application.	As per experience (Min- 50,000/- Max- 70,000/-)
(e)	Consultant (Conservation Architect) - Two	Qualification (i) Masters/ Bachelor's degree or equivalent in Architecture from a recognized University/ Institution and having field experience of conservation practices.	Max Age- 50 years as on the last date of application.	As per experience (Min- 50,000/- Max- 70,000/-)

Ser No	Name and No. of Posts	Eligibility Criteria, Qualification and Experience	Age	Remuneration
		 Experience (i) Atleast three years' experience of working on historic buildings and sites. (ii) Experience in preparation of Site Management Plan for Heritage sitesand monuments. (iii) Experience of documentation and condition assessment of historic buildings. (iv) Knowledge of historic building material and technique (v) Preparation of Heritage Bye-Laws. (vi) Knowledge about e-office and MS Office. 		
(f)	Consultant (Archaeologist)- one	QualificationsMasters/Bachelor's degree orequivalent in Ancient Indian History &Culture/Archaeology from arecognised University/Institution.Experience(i) Atleast three years' experience inpreparation of Site Management Planfor heritage site and monuments.(ii) Experience of documentation andcondition assessment of historicbuilding.(iii) Knowledge of conservation ofhistoric building & materials andtechnique.	Max Age- 50 years as on the last date of application.	As per experience (Min- 50,000/- Max- 70,000/-)
(g)	Consultant (Legal) – One	Qualifications(i) LLB/ LLM degree from a recognized University/ National Institute.(ii) Enrolled with any State Bar Council to practice as an advocate.Experience(i) Possesses at least three years' experience in handling court cases in Tribunal or High Court/ Supreme Court.(ii) At least one year's experience in Government Offices in dealing with Writ Petitions/ Public Interest Litigations and other court cases.	Max Age- 50 years as on the last date of application.	As per experience (Min- 50,000/- Max- 70,000/-)

Ser No	Name and No. of Posts	Eligibility Criteria, Qualification and Experience	Age	Remuneration
		 (iii) Conversant with Heritage Laws in India: All Central and State Acts, Rules, Bye-laws, Notifications and Citations especially AMASR Act, 1958 (Amendment and Validation, 2010). (iv) Should have knowledge of use of MS Office and other computer Applications. (v) Knowledge about e-office and MS Office. 		
(h)	Consultant (Accounts)- One	QualificationMasters/Bachelor's degree incommerce /finance/accounts/Management.Experience(i) Possesses at least three years'experience in the field of finance,budget and accounts in a Govt Office.(ii) Knowledge about management ofthe financial records of theestablishment including processing ofvendors' bills and salary paymentto theofficials/ employees, etc.(iii) Attended internal and externalaudit of accounts.(iv) Knowledge of PFMS.(v) Knowledge about e-office and MSOffice.	Max Age- 50 years as on the last date of application.	As per experience (Min- 50,000/- Max- 70,000/-)

2. **Scope of Work**. As prescribed below for each Consultant.

Ser No	Name of Posts	Scope of Work
(a)	Consultant (Administration)	 (i) Prospective Planning for identifying the requirement of Manpower for the ever evolving role of NMA and filling it up through most appropriate, cost effective and time bound manner viz Deputation/Short Term Contract/ Re-employment. (ii) Creations of various posts outside NMA HQ at the office of various Competent Authority (CAs) at the level of Deputy Secretary/ Under Secretary and other functional supporting staff and framing of recruitment rules. (iii) Handle various contracts relating to service providers/ AMCs (vehicle, manpower, ACs, Housekeeping, Security etc). (iv) Procurement and inventory management viz maintenance of store, permanent stock register, disposal of salvage etc. Monitor

Ser No	Name of Posts	Scope of Work
		 supply of newspapers, magazines, journals etc and maintenance oflibrary. (iv) Supervise the functioning of the dispatch section and switch toe-office for receipt of incoming dak. (v) Handle leave records of staff at NMA HQ. (vi) RTI matters. (vii) Manage ticketing and hotel booking for NMA Officials. (viii) Coordination /Liaison with Ministry of Culture / Ministry of Law and Justice / Ministry of Finance/ Department of Expenditure. (ix) Any other task assigned by the competent authority.
(b)	Consultant (NOC)	 (i) Head the NOC Section. (ii) Conduct and coordinate NOC meetings. Prepare agenda and minutes of NOC Meetings and circulate them for vetting by members prior to approval by Chairman. Process NOC applications in a time bound manner. (iii) Resolve public grievances and provide information for framing replies to RTI applications in a time bound manner. (iv) Implement various endeavours for fulfilling Ease of Doing Business (NSWS). (v) Record keeping and database management of all previous cases. (vi) Implement changes in NOAPS and SMARAC owing to change in constitution of ASI circles. Include Urban Local Bodies of all states and UTs in NOAPS in a time bound manner. (vii) Handle upgrade/ AMC of NOAPS or any software application for NOC. (viii) Take steps to preserve institutional memory for posterity sake. (ix) Any other task assigned by the competent authority.
(c)	Consultant (Private Secretary)	Provide secretarial support to Chairman/ Member Secretary/WTMs/ Director NMA.
(d)	Consultant (System Analyst)	 (i) Maintenance of all office Computers including hardware,network, software and other IT equipment. (ii) Audio, Video & CCTV System. (iii) Assist in handling of GeM Portal and RTI portal. (iv) Assist in processing of NOC applications (offline as well as online), integration of online system of NMA with Urban Local Bodies, implementation of task related of Ease of Doing Business(EoDB), maintenance of computer systems (hardware/ software)and maintenance of NMA website. (v) Managing Biometric Attendance System. (vi) Managing all video conferences and meeting. (vii) Coordination with all service providers agencies like intercom, MTNL, NIC etc. (viii) Responsible for proper record keeping of all NOC files kept in record room. (ix) Handling social media platform of NMA. (x) Any other task assigned by the competent authority.

Ser No	Name of Posts	Scope of Work
(e)	Consultant (Conservation Architect)	 (i) Preparation of Heritage Bye-laws. (ii) Compilation work of HBL (Hindi and English). (iii) Editing Work of HBL.
(f)	Consultant (Archaeologist)	 (iv) Hindi Translation of HBLs. (v) Vetting of English & Hindi Translation work of HBLs after their receipt from ASI/ Heritage Body/ Agency/ Hindi Translator. (vi) Organizing meeting at NMA for approval of HBL and record minutes of such meetings. (vii) Uploading HBLs on the website for public notice and stakeholders' consultation. (viii) Any other task assigned by the competent authority.
(g)	Consultant (Legal)	 (i) The Consultant (Legal) shall be required to assist in examining/ reviewing legal provisions of various Heritage Laws in India: All Central and State Acts, Rules, Bye-laws, Notifications and Citations especially AMASR Act, 1958 (Amendment and Validation, 2010). (ii) Required to draft counter affidavit, prepare replies and compile data pertaining to Writ Petitions' Public Interest Litigations in which NMA/ Ministry of Culture is a party. (iii) Render legal opinion on pending legal matters of the NMA or any other matter pertaining to NMA. (iv) Assist the officers in dealing with representations and applications received under the Right to Information Act, 2005. (iv) Any other task assigned by the competent authority.
(h)	Consultant (Accounts)	 (i) Supervise all the financial and account matters. (ii) Preparation and management of annual budget. (iii) Management of the financial records of the establishment. (iv) Attending the internal and external audits of accounts, processing of bills, release of payments to the officers and employees of NMA, vendors, etc. and making reply of audit observations. (v) Checking Invoices/Bills (vi) Handling account related queries and updating the status of payments to the vendors/competent authorities (vii) Making proposals for obtaining financial approval of HOD i.e. Member Secretary, NMA to release payments of bills submitted by vendors in the office of NMA and Competent Authorities. (viii) Purchase authorizations and other financial transactions to ensure compliance with administrative and financial rules (ix) Issuance of financial sanctions with the approval of competent authority (x) Preparation and generation of bills (Sanction ID) for submission to PAO in PFMS Portal of bills. (xi) Providing data to Chartered Accountant for filing monthly GST Return and quarterly Income Tax Return (ITR). (xii) Issuance of Form 16 to employees/ vendors. (xiii) Maintenance of Expenditure Control Register, Bill Register, Pay Bill Register, MTNL Register, NDMC Register, Loans and Advances Register etc.

Ser No	Name of Posts	Scope of Work
		(xiv) Any other task assigned by the competent authority.

3. **Terms and Conditions of Appointment**. As per the Procedure and Guidelines for Engagement of Consultants in the National Monuments Authority (NMA) under Ministry of Culture.

4. <u>Submission of Application</u>. The applications in the prescribed format should reach by 23.01.2023 to the Member Secretary, National Monument Authority. 24,Tilak Marg, New Delhi – 110001 or on E- mail ms-nma@nic.in or before 23.01.2023. The subject line in the email should clearly mention "Application for the post of Consultant (*Name of Post*) in r/o *Name of the applicant*". Applications received after the last date shall not be entertained.

Procedure and Guidelines for Engagement of Consultants in the National Monuments Authority (NMA) under Ministry of Culture

The following guidelines and procedures are being prescribed for engagement of Consultants in the National Monuments Authority (NMA), hereinafter also referred as the Authority, under Ministry of Culture until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of approval.

Purpose and Scope of Application

1. National Monuments Authority (NMA) under the Ministry of Culture, Govt. of India has been setup as per provisions of The Ancient Monuments and Archaeological Sites and Remains AMASR (Amendment and Validation) Act, 2010 which was enacted in March, 2010. Several functions have been assigned to the NMA for the protection and preservation of monuments and sites through management of the prohibited and regulated area around the centrally protected monuments. Responsibilities of NMA include:-

(a) Consider grant of permissions to applicants for construction related activity in the prohibited and regulated area.

(b) Scrutiny of the Heritage byelaws and accord approval after inviting objections/ suggestions from the public.

(c) Grading and classification of monuments.

Contractual Terms and Conditions

2. <u>Eligibility</u>.

(a) Should be an Indian citizen.

(b) Persons retired from Government (including from the Armed Forces and CAPF) in Level 7 to Level 11 are eligible for the position of Consultant.

(c) This apart, Professionals as specified in advertisement may also be engaged according to their requirement of services, which may include intellectual, Professional, Training & Advisory services as per the provisions of General Financial Rules (GFR)-2017.

3. <u>Legal Status</u>. The Individual Consultant shall have the legal status of an independent Consultant vis-a-vis, National Monuments Authority (NMA) and shall not be regarded, for any purposes, as being either a "staff member" of NMA, or an "official" of NMA. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between NMA and the Individual Consultant.

4. <u>Standards of Conduct</u>. In General the Individual Consultant shall neither seek nor accept instructions from any authority external to NMA in connection with the performance of its obligations under the Contract. The Individual Consultant shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of NMA, and the Individual Consultant shall perform its obligations under the Contact with the fullest regard to the interests of NMA. The Individual Consultant warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of NMA. The Individual Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual Consultant shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Individual Consultant for cause.

5. **Prohibition of Sexual Exploitation and Abuse**. In the performance of the Contract, the Individual Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Individual Consultant acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of NMA to refer any alleged breach of the foregoing standards of conduct to the relevant authorities for appropriate legal action.

6. <u>Title Rights, Copyrights, Patents and Other Proprietary Rights</u>.

(a) Title to any equipment and supplies that may be furnished by NMA to the Individual Consultant for the performance of any obligations under the Contract shall rest with NMA, and any such equipment shall be returned to NMA at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to NMA, shall be in the same condition as when delivered to the Individual Consultant, subject to normal wear and tear, and the Individual Consultant shall be liable to compensate NMA for any damage or degradation of the equipment that is beyond normal wear and tear.

(b) NMA shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual Consultant has developed for NMA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for NMA. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Consultant under the Contract shall be the property of NMA, shall be made available for use or inspection by NMA at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to NMA authorized officials on completion of work under the Contract.

(c) The intellectual Property Rights (IPR) of the data collected as well as deliverables produced for the NMA shall remain with the Authority. 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 Authority, without the express written consent of the NMA. The Consultant shall be bound to hand-over the entire set of records of assignments, files, material in any form, including records, documents, memos, e-mails, opinions, advices, press releases, circulars, orders, logbooks,

contracts, reports, papers, samples, models, data material held in any physical or electronic form including login ids and passwords pertaining to the NMA before the expiry of the contract, and before the final payment is released. The Consultant would be required to sign a non-disclosure undertaking in this regard as per format given in **Annexure-I.**

7. **Confidential Nature of Documents and Information**. The Individual Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultant shall not, except with the previous sanction of NMA or in the bona fide discharge of his or her duties, publish a book or a compilation of articles or participate in radio broadcast or podcast or video or contribute an article or write a letter in any newspapers or periodical or journal either in his own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to him by NMA. In addition, contents, decisions or minutes of a meeting especially NOC meeting held at NMA shall not be disclosed to any unauthorized person(s) unless they are de-classified.

8. <u>Use of Name, Emblem or Official Seal of The NMA</u>. Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with NMA, nor shall the Individual consultant, in any manner whatsoever, use the name, emblem or official seal of NMA, or any abbreviation of the name of NMA, in connection with its business or otherwise without the written permission of NMA.

9. **Insurance**. The Individual consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual consultant's sole expense, such life, health and other forms of insurance as the Individual consultant may consider to be appropriate to cover the period during which the Individual consultant services under the Contract.

10. Travel, Medical Clearance and Service incurred Death, Injury or Illness.

(a) NMA may require the Individual Consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in NMA prior to the commencement of contract and subsequently on annual basis prior to the extension of contract.

(b) In the event of the death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of NMA under the terms of the Contract while the Individual Consultant is traveling at NMA expense or is performing any services under the Contract in any offices or premises of NMA or Government of India, the Individual consultant or the Individual consultant's dependents, as appropriate, shall not be entitled to any compensation.

11. Force Majeure and other Conditions.

(a) Force majeure as used herein means any unforeseeable and irresistible act of nature, pandemic, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual consultant.

(b) The Individual consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Consultant must perform in or

for any areas in which NMA is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

12. <u>Termination</u>. The NMA can terminate the contract at any time without prior notice and without providing any reason for it. In case the contract is terminated immediately, then one month's remuneration in lieu of notice period shall be paid. In the normal course, NMA will provide one month's notice to the individual consultant. The individual consultant can also seek for termination of the contract upon giving one month's notice to the NMA. Conditions for termination of contract including but not limited to following: -

(a) The Consultant is unable to address the assigned work.

(b) The Consultant is unable to complete the assigned task(s) within the stipulated timelines.

(c) Output quality of the assigned work is not to the satisfaction of the Superior Officer/ NMA.

(d) The Consultant refuses to do the assigned task or violates office protocol(s)/ confidentiality protocol(s)/ violates reporting channel.

(e) Misconduct with superior officer or women staff working at NMA.

(f) The Consultant is found lacking in integrity and honesty.

(g) Any loss of the records under their custody.

(h) Absence of duty for a continuous period of 8 days, without any information or any valid reason shall lead to automatic termination of contract. NMA would be free to terminate the services in case of absence of a Consultant by more than 15 days beyond the entitled leave in one term.

(i) NMA may also terminate the contract at any time without giving any notice and without assigning any reason.

13. Audits and Investigations. Each invoice paid by NMA shall be subject to a postpayment audit by auditors, whether internal or external, of NMA or by other authorized and qualified agents of NMA at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. NMA shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by NMA other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, NMA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual Consultant generally relating to performance of the Contract. The right of NMA to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to NMA access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personnel and relevant documentation.

14. <u>Settlement of Disputes</u>. NMA and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

15. <u>Arbitration</u>. Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to the Competent Authority, NMA for arbitration. The Competent Authority, NMA may appoint an arbitrator for the settlement of the controversy.

16. <u>**Conflict of Interest</u>**. The Individual Consultant shall be expected to follow all the rules and regulations of the Government of India that are in force. He/she will be expected to display utmost honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of the Individual Consultant are not found satisfactory or found in conflict with the interests of the NMA/ Government of India, his/her services will be liable for discontinuation without assigning any reason.</u>

17. General Terms & Conditions.

(a) <u>Tenure/ Period of Consultancy</u>. Individual Consultants will be engaged for a fixed period of one year which may be extended by one year at a time upto a maximum tenure of three years (i.e. 1+l+1 years) for providing high quality services as per requirement of the respective sections of NMA, on the existing terms and conditions. However, their continuation in their respective position beyond the first and subsequent years, would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond three years may be considered under exceptional circumstances with the approval of Competent Authority. However, no extension will be given beyond the age of 65 years.

(b) The Individual Consultants will be appointed on full-time basis and they would not be permitted to take up any other assignment during the period of Consultancy with NMA.

(c) The appointment of Individual Consultants is of a temporary nature and the NMA can cancel the appointment at any time without providing any reason for it. Consultants shall have no claim for any regular appointment in NMA, in future by virtue of their engagement as Consultants in NMA.

(d) Individual Consultants will be appointed subject to the condition that they face no conflict of interest with respect to the work they are handling in NMA. The total number of Individual Consultants to be engaged by NMA shall depend on the actual requirement at a particular point of time and provision of budget.

(e) <u>Working Hours</u>. The Consultant shall be required to observe normal office timings and may also be called upon to attend on Saturday/Sunday or any other holiday or to work from home or work beyond normal office timings in case of exigencies of work.

(f) Job Location. National Monuments Authority (Ministry of Culture), 24, Tilak Marg, New Delhi-110001.

(g) **Experience, Age and Remuneration for Professionals**.

Experience (As on last date of submission of Application)	Remuneration* (Rs)
0 – upto 3 years	50,000/-
3- upto 5 years	60,000/-
5- upto 10 years	65,000/-
More than 10 years	70,000/-

*To be reviewed by a committee from time to time.

(h) <u>Appraisal</u>. In case the contract is renewed, the remuneration of Consultants (Professionals) may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on his/her performance during the year after the recommendation of the Review Committee to be constituted duly approved by the Member Secretary, NMA, as per the following criteria: -

Performance	Enhancement in Remuneration
Performed only routine/assigned work	NIL
Individual Consultant who have made significant contribution in his/her domain and have shown exceptional quality and providing the desired output and as expected by higher authorities on the assigned/ specific task.	Upto 5% of the remuneration with the approval of Competent Authority.
In exceptional cases, where the individual Consultant demonstrated exemplary performance in his/her domain and have made significant contribution in completion of long pending issues, preparation of database which has contributed to institutional memory, incorporating any best practice to streamline work output or contributed in completion of any landmark project.	Upto 10% of the remuneration with the approval of Competent Authority.
Note : The criteria based on which 10% enhancement is recommended should be spelt out and brought out in the recommendations made by the committee while evaluating the performance of the individual Consultants.	

Total enhancement in remuneration shall not exceed 10% annually in any case.

(i) **TA/DA**. The Individual Consultant may require to undertake domestic official tours subject to approval of the Competent Authority. In respect of retd Govt servant engaged as Consultant, the travelling allowance on tour, if any, shall be as per the entitlement of the official before retirement. In respect of consultants other than retired Govt Servants, they will be allowed following TA/DA.

Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
First class/AC-III/AC Chair car by	Hotel accommodation of up to Rs. 2250/- per
train.	day; taxi charges of up to Rs. 338/- per day for
AC-III/ Chair Car in Premium/	travel within the city and food bills not exceeding
Premium Tatkal/ Suvidha/ Shatabdi/	Rs. 900/- per day shall be allowed.
Rajdhani/ Duronto Trains.	

In case of places not connected by rail, travel by Deluxe/Ordinary bus is allowed. In case of road travel between places connected by rail, travel by any means of public transport is allowed provided the total fare does not exceed the train fare by the entitled class.

(j) <u>Allowances, Pension and Payment</u>.

(i) The Individual Consultants shall not be entitled to any allowance such as Dearness Allowance, transport facility, residential accommodation, CGHS, Medical reimbursement etc.

(ii) The remuneration of retired Govt. servant engaged as Consultant shall be governed in terms of DoE OM F. No. 3-25/2020-E.IIIA dated 09.12.2020, as amended from time to time.

(iii) The payment will be released by NMA after completion of the month based on the biometric attendance registered by the individual consultant.

(k) <u>Leave</u>.

(i) In case of retired Govt. servants engaged as Consultant, the leave will be governed in terms of DoE OM F. No. 3-25/2020-E.IIIA dated 09.12.2020, as amended from time to time.

(ii) The Consultants (Professionals) shall be entitled to a total leave of 8 days in a calendar year which will be availed on pro-rata basis.

(iii) The Consultants will not draw any remuneration in case of leave availed is beyond the applicable entitled leave. The un-availed leave in a one term of contract can neither be carried forward to the next term (on extension of contract) nor be entitled for leave encashment.

19. Selection Process.

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

(b) The requirement of NMA will be advertised on its website as well as in local newspapers (both Hindi and English).

(c) The applications in the prescribed format (Annexure-II) would be sent to the Member Secretary, National Monument Authority, 24, Tilak Marg, New Delhi– 110001 either by post or on E- mail **ms-nma@nic.in** as a pdf file on or before the last date. Applications received after the last date shall not be entertained.

(d) A Selection Committee, will scrutinise the applications and short list the candidates based on merits. The short-listed candidates will be called for interview for selection by the Selection Committee either physically or by video conferencing. A panel of suitable candidates including reserves shall be prepared.

(e) The decision of the competent authority on selection of candidates will be final and no correspondence on this subject will be entertained.

(f) <u>**Relaxation**</u>. The criteria may be relaxed in exceptional cases based on justification in the interest of the NMA and with the approval of the competent authority.

20. <u>Police Verification</u>. Police verification of the Individual Consultants shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the contract of individual consultant shall cease to exist with immediate effect without any notice.

NON-DISCLOSURE UNDERTAKING

To,

The Member Secretary National Monuments Authority (Ministry of Culture), 24, Tilak Marg, NewDelhi-110001

Sir,

1. I hereby undertake: -

(a) 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.

(b) 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.

(c) To hold such confidential information in trust and confidence both during and after the terms of my engagement.

(d) Not to engage in any other employment/occupation/consultancy or any other activity during my engagement with The National Monuments Authority (Ministry of Culture) which would otherwise conflict with my obligations towards The National Monuments Authority (Ministry of Culture).

(e) To abide by data security policy and related guidelines issued by The National Monuments Authority/ Ministry of Culture.

2. In the event of my termination of employment for any reason whatsoever, I shall promptly surrender and deliver to The National Monuments Authority (Ministry of Culture) any records/material, equipment, documents or data which is of confidential nature.

3. I shall keep The National Monuments Authority (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:

Annexure-II

APPLICATION FORMAT FOR THE POST OF CONSULTANT

1.	Name	:
2.	Father's name	:
3.	Present Residential Address	:
4.	Aadhaar Number	:
5.	Date of Birth(DD/MM/YYYY)	:
6.	E-mail address with telephone number	:
7.	Educational Qualifications (Enclose	:
	copies of self-attested certificates in	
	support of your education qualifications)	

Recent Passport sized photograph with cross signature of the applicant

Information in respect of retired government servants applying for post of Consultant

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(Ser 8 to Ser 14 and Ser 19)

- 8. Date of entry into Government Service
- 9. Date of retirement
- 10. Last Month Basic pay drawn (on : superannuation)
- 11. Basic Pension Drawn as on 30.11.2022 :

12. Brief particulars of service with nature of duties performed for 10 years before retirement.

Ser No	Name Ministry/	of	Period (DD/MM/ YYYY)		Post Held	Nature of work done		
	Dept		From	То				

13. Brief particulars of service with nature of duties performed after retirement till date.

Ser No	Name of Organisation/	Per (DD/MM		Post Held	Nature of work done		
	Ministry/ Dept	From	То				
			-				

14. Details of disciplinary action faced during the service.

15. Brief particulars of service with nature of duties performed till date (in r/o Professionals). Enclose copies of self-attested documents in support.

Ser No	Name Organisation/	of	Period (DD/MM/ YYYY)		Post Held and Remuneration	Nature of work done	
	Ministry/ Dept		From	То			

16. Knowledge of Information Technology:-

TO. Knowledge of informa	lion reciniology
MS Word	
MS Excel	
MS PowerPoint	
Any other (Please specify)	

17. Additional information, if any, to highlight your suitability for the post.

18. The candidate may submit a detailed resume on his experience, work handled related to applied post, other official functions and notable achievements (On a separate sheet and not more than a single page).

19. The following documents must be attached with the application, if applicable.

(a) PPO.

(b) Latest three months' pension amount (Bank/Postal statement of Pension/ Saving account).

CERTIFICATION

This is to certify that no disciplinary proceedings were pending against me on the date of application and the information given above is true to the best of my knowledge and belief. The supporting documents would be made available on demand; and that I unequivocally and unconditionally accept all the terms & conditions mentioned in the vacancy- advertisement for the post.

Yours faithfully,

Signature: Full Name: Place: Date:

Government of India National Monuments Authority Ministry of Culture 24, Tilak Marg, New Delhi- 110001

Contract for The Services of An Individual Consultant

This Contrac	t is entere	d into or	n Dat	e	[insert date]	between	the	National
Monuments	Authority	(NMA)	and	Mr/Ms/Mrs		s/d/w/o		
(hereinafter r	referred to	as "the Ir	ndivid	lual Consulta	int")			

whose address is _____.

WHEREAS NMA desires to engage the services of the Individual Consultant on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Consultant is ready and willing to accept this Contract with NMA on the said terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Consultant shall perform the services as described in the Detailed Advertisment which forms an integral part of this Contract and are attached hereto as Annex I.

2. Duration

This individual contract shall commence on ______ *[insert date]*, and shall expire upon satisfactory completion of the services described in the Detailed Advertisement, but not later than ______ *[insert date]*, unless sooner terminated in accordance with the terms of this Contract. He/ She is designated as Consultant. This Contract is subject to the conditions mentioned in the "Procedure and Guidelines for Engagement of Consultants in the National Monuments Authority (NMA) under Ministry of Culture" and are attached hereto as Annex II to this contract. The consultant shall also render a Non-Disclosure Certificate attached hereto as Annex III to this contract.

3. Payment

A consolidated remuneration of Rs ______ per month shall be paid to the Individual Consultant subject to satisfactory services. If unforeseen travel outside the Duty Station is requested by NMA, and upon prior written approval, such travel shall be at NMA's expense and the Individual Consultant shall receive a TA/DA as per the said terms and conditions.

4. **<u>Rights and Obligations of the Individual Consultant</u>**

The rights and obligations of the Individual Consultant are strictly limited to the terms and conditions of this Contract, including its Annexures. Accordingly, the Individual Consultant

shall not be entitled to any benefit, payment subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Consultant shall be solely liable for claims by third parties arising from the Individual Consultant's own acts or omissions in the course of performing this Contract, and under no circumstances shall NMA be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Consultant, acknowledge and agree that I have read and accept the terms of this Contract, including the conditions mentioned in the " **Procedure and Guidelines for Engagement of Consultants in the National Monuments Authority (NMA) under Ministry of Culture**" attached hereto in Annex II and the Detailed Advertisement which form an integral part of this Contract. The Individual Consultant has submitted a Statement of Good Health and form for Police verification.

Authorized Officer on behalf of NMA:

Individual Consultant:

Name:	Name:
Signature:	Signature:
Date:	Date:
Place:	Place: