

Model Contractual Terms & Conditions for the Consultant/Young Professionals for Project Management Unit (PMU)

1. Purpose:

For providing support to existing individual micro-enterprises in the unorganized segment of the food processing industry and to support Farmer Producer Organizations (FPOs), Self Help Groups (SHGs), Producers Cooperatives & Cooperative Societies along their entire value chain with the help of all States/Union Territories and their agencies, Ministry of Food Processing Industries intends to set up a Project Management Unit (PMU) by hiring Consultants and Young Professionals on contract basis. .

2. Contractual Terms & Conditions:

2.1 Legal Status:

2.1.1 The Individual Consultant/Young Professional shall have the legal status of an independent individual Consultant/Young Professional vis-à-vis MoFPI/NIFTEM shall not be regarded, for any purposes, as being either a “Staff Member” of MoFPI/NIFTEM, or an ‘Official’ of MoFPI./NIFTEM. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between MoFPI/NIFTEM and the individual Consultant/Young Professional.

2.1.2 The Individual Consultant/Young Professional will not be entitled for any benefit/compensation/absorption/regularization of service in this Ministry/NIFTEM

2.3.2 MoFPI/NIFTEM 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/Young Professional has developed for MoFPI /NIFTEM 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/Young Professional acknowledges and agrees that such products, documents and other materials constitute works made for hire of MoFPI/NIFTEM.

Subject to the forgoing provisions, all plans, reports, estimates, recommendations, documents and all other data compiled by or received by the individual Consultant/Young Professional under the Contract shall be the property of MoFPI,/NIFTEM shall be made available for use or inspection by MoFPI/NIFTEM at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to MoFPI/NIFTEM authorized officials on completion of work under the Contract.

2.4 Confidential Nature of Documents and Information:

2.4.1 **MoFPI/NIFTEM** shall give access to all the required documents, correspondence, records, and any other information associated with the Program as deemed necessary.

2.4.2 The Individual Consultant/Young Professional would be subject to the provisions of the Indian Official Secrets Act, 1923 and will not divulge any information gathered by him/her during the period of assignment to anyone who is not authorized to know the same.

2.4.3 The individual Consultant/Young Professional shall not, except with the previous sanction of MoFPI/NIFTEM or in the bona fide discharge of his/her duties, publish a book or a compilation of articles or participate in radio broadcast or contribute an article or write a letter in any newspapers or periodical either in his/her 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/her by MoFPI./NIFTEM

2.5 Use of Name, Emblem or Official Seal of the MoFPI/NIFTEM: Individual Consultant/Young Professional shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with MoFPI/NIFTEM, nor shall the individual Consultant/Young Professional, in any manner whatsoever, use the name, emblem of official seal of MoFPI/ NIFTEM, or any abbreviation of the name of the MoFPI/NIFTEM , in connection with its business or otherwise without the written permission of MoFPI./NIFTEM
Consultant/Young Professional can also seek for termination of the contract upon giving one month's notice to the MoFPI/NIFTEM.

2.10 Audits and Investigations: Each invoice paid by MoFPI/NIFTEM shall be subject to a post-payment audit by auditors, whether internal or external, of MoFPI/NIFTEM or by other authorized and qualified agents of MoFPI/NIFTEM at any time during the term of the Contract and for a period of two years following the expiration or prior termination of the Contract. MoFPI/NIFTEM shall be entitled to a refund from the individual Consultant/Young Professional for any amounts shown by such audits to have been paid by MoFPI /NIFTEM other than in accordance with the terms & conditions of the Contract. The Individual Consultant/ Young Professional acknowledges and agrees that, from time to time. MoFPI/NIFTEM 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/Young Professional generally relating to performance of the Contract. The right of MoFPI/NIFTEM to conduct an investigation and the individual Consultant/Young Professional's obligations to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Consultant/Young Professional 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/Young Professional'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 MoFPI/NIFTEM access to the individual Consultant/Young Professional's premises at reasonable times and on reasonable condition in connection with such access to the Individual Consultant/Young Professional's personnel and relevant documentation.

2.11 Settlement of Disputes: MoFPI/NIFTEM and the Individual Consultant/Young Professional 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.

2.12 Arbitration: 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 Product Director, MoFPI /NIFTEM for arbitration. The Project Director, MoFPI/NIFTEM may appoint an arbitrator for settlement of the controversy.

2.13 Government Law: The present Contract shall be governed by and construed in accordance with the laws of the Republic of India. All disputes will be subject to New Delhi Jurisdiction.

'to give 30 days' advance notice or remuneration in lieu thereof before resigning from the engagement.

b. Engagement of individual Consultant/Young Professional may also entail termination in the following circumstances:

- I. Repeated refusal to undertake the assigned job.
- II. Quality of the assigned job not found satisfactory or failure to achieve the milestones set by the higher authorities.
- III. Breach of contract obligations.
- IV. Any misconduct during the currency of contract that amounts to unbecoming of an employee working in a Government organization.
- V. Unauthorized absence from office without prior intimation/approval for 5 days or more at a stretch.

3.6 Third Party Evaluation:

Annual Third Party Evaluation of the work of the State PMU based on outcome achieved shall be got done by MoFPI./NIFTEM

3.7 Continuation of contractual assignment:

Continuation of the contractual assignment would be contingent on the basis of annual performance review and the third party evaluation.

4. TA/DA

4.1 *The Individual Consultant/Young Professional may require to undertake domestic tours subject to approval of the Competent Authority.*

4.2 Travelling expenses will be reimbursed as per actual subject to condition, the individual Consultant/Young Professional should avail shortest routes to destination assigned by economy class in case of Airt Travel and in train.

4.3 Accommodation expenses would be reimbursed during the official visit as per actual.

4.4 No DA will be admissible during the tour.

4.5 MoFPI/NIFTEM will arrange for travel and accommodation, whenever and wherever possible during official tour.

6. Tax Deduction at Source: The Income Tax or any other tax liable to be deducted as per the prevailing rules will be deducted at source before effecting the payment, for which the MoFPI/NIFTEM will issue TDS Certificate(s). Goods and Service Tax, as applicable shall be admissible to the individual Consultant/Young Professional on payments made under the contract.

7. Leave:

7.1 The individual Consultant/Young Professionals shall be entitled to leave of eight days and two days Restricted Holiday in a calendar year on pro-rata basis.

7.2 No remuneration for the period of absence in excess of the admissible leave will be paid.

7.3 Un-availed leave shall neither be carried forward to next year nor encashed.

7.4 The absence up to one month may be considered without remuneration. However, in exceptional cases for professional development, training etc. this condition may be relaxed by Secretary, MoFPI./NIFTEM Apart from this, the women Consultant/Young Professional may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide No. S-36012/03/2015-SS-1 dated 12th April, 2017 and other guidelines/orders issued by Government from time to time.

8. Integrity Certificate: Selected candidates shall provide integrity certificates from two references known to them.

9. Self Undertaking on Criminal Case(s): A Self Undertaking shall be provided by the candidate to the effect that he/she has no criminal record or criminal case in any Court pending against him/her.

10. Police Verification: Police verification of the individual Consultant/Young Professional 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/Young Professional shall cease to exist with immediate effect without any notice.

11. Relaxation: Where the Secretary, FPI /NIFTEM is of the opinion that it is necessary or expedient so to do, it may be Order and for reasons to be recorded in writing relax any of the provision of the Contractual terms and conditions.