

File No. 4-ITPO(4)/E-I/2024
India Trade Promotion Organisation
 (Administration Division, E-I)

Bharat Mandapam, New Delhi
 28th June 2024

Engagement of one Consultant (MEP) in ITPO on a Contractual Basis

India Trade Promotion Organisation (ITPO), registered under section 25 of the Company Act, 1956 (now Section 8 of the Companies Act 2013) is a premier trade promotion agency under the aegis of Ministry of Commerce & Industry, Government of India, providing wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.

ITPO invites applications for engagement to the position of “Consultant (MEP)” purely on a contractual basis through open market. The eligibility criteria, Work description, Age, Remuneration, Terms and Conditions of engagement etc. are as follows:

1. Eligibility Criteria:

Position & Nos.	Educational Qualification and Experience
Consultant (MEP) 01	<p><u>Essential</u></p> <ul style="list-style-type: none"> i. B.E / B.Tech (Electrical/Mechanical) with minimum 65% marks or equivalent grade from Government recognised Institute /University. ii. Minimum 7 years of post-qualification work experience relating to Project Management, Project Monitoring and Evaluation, Operations & Maintenance, Contract Management, Vendor Management. <p><u>Desirable</u></p> <p>Post-qualification work experience in Govt./State Govt./CPSE/Autonomous Body/University/Research Institution.</p>

Note: The period of Ph.D./Research/Fellowship/Internship will not be counted as an experience.

2. Work Description:

Position	Work description
Consultant (MEP)	<ul style="list-style-type: none"> i. To provide high quality inputs in disciplines like Project Management, Project Monitoring and Evaluation, Operations & Maintenance, Contract Management, Vendor Management. ii. To build long lasting partnership with suppliers/vendors. iii. To develop and implement comprehensive operations & maintenance strategies for the Convention Centre. iv. To conduct regular inspections and audits to ensure optimal performance and safety of MEP systems. v. To conduct risk assessment and create mitigation plan for any potential hazard. vi. To ensure maintenance logs, documentation and compliance records updated regularly. vii. To coordinate with other stakeholders. viii. To assist day-to-day activities of the concerned Division/Section/ Unit. ix. Any other task assigned by the concerned Division/competent authority.

3. **Age Limit and Remuneration:**

Position	Age limit (as on closing date of application)	Consolidated monthly remuneration (subject to statutory deductions)
Consultant (MEP)	45 years	Rs. 1,25,000/-

4. **Terms and Conditions:**

- i. ITPO reserves the right to cancel the advertisement and/or the selection process at any stage without assigning any reason.
- ii. Applications are invited only from Indian citizens who fulfill above mentioned eligibility criteria. The number of position is tentative and may increase or decrease depending on the requirement.
- iii. Candidates belonging to SC/ST/OBC/PwBD and women candidates are encouraged to apply.
- iv. Fulfilment of conditions of essential qualification and experience etc. shall not necessarily entitle any applicant to be called for further process of engagement. In case of the large number of applicants, ITPO reserves the right to shortlist applicants in any manner as may be considered appropriate by the Competent Authority and no reason for rejection shall be communicated in any case. The applicant should, therefore, mention all qualifications and experience (supported by relevant documents) over and above the minimum qualifications in the application form.
- v. The selection shall be made from the open market in accordance with the extant guidelines and the decision of ITPO in all matters regarding eligibility, selection and posting will be final and binding upon all applicants/candidates. No representation or correspondence will be entertained by ITPO in this regard.
- vi. The engagement will be purely on contractual basis. Consultant shall not be regarded, for any purposes, as being either a 'staff member' of an 'official' of ITPO. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between ITPO and the Individual Consultant.
- vii. The position is primarily for ITPO HQs located at New Delhi, however, ITPO reserves the right to post the Consultant to any of its Regional Offices.
- viii. The engagement as Consultant is subject to verification of documents relating to educational qualification and experience. If any information/document/declaration submitted by Consultant is found false/wrong at any stage, his/her engagement will be terminated immediately and appropriate action will be taken against him/her as per rules.
- ix. The Consultant will be required to submit a police verification report from their concerned police station and also submit a medical-cum-fitness certificate issued by any authorised Medical Practitioner prior to his/her engagement. In case the police verification is received as negative, the contract of Consultant shall cease to exist with immediate effect without any notice
- x. **Tenure:** The period of engagement would commence from the date of joining at ITPO and shall be initially for a period of one year, however, ITPO reserves the right to curtail the period. The period is extendable on yearly basis up to maximum period of 3 years, subject to performance evaluation of the Consultant and need of the organisation. The period of engagement as Consultant will not confer any claim or right for subsequent engagement/employment with ITPO or any other Government Department at a later date.
- xi. The engagement can be terminated at any time by ITPO by giving 30 days' notice or remuneration in lieu thereof. Similarly, the Consultant may also resign after giving 30

- days' notice or remuneration in lieu of that notice. The Consultant shall be expected to conduct himself/herself in accordance with the rules and regulations of the ITPO and Government of India. He/she will be expected to demonstrate high moral character, honesty, integrity, secrecy of office and utmost dedication to work while discharging his/her duties. In case his/her services are not found satisfactory or found to be in conflict with the interest of the ITPO/Government of India or at any stage in event of a serious failure to perform the task assigned, negligence of duties, unauthorised absence or of failure to observe any standards of conduct, his/her services will be terminated immediately, without any notice period or compensation.
- xii. The Consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/her obligations under the Contract, as well as for arranging, at the Consultant's sole expense, such as life, health and other forms of insurance as the Consultant's may consider to be appropriate to cover the period during which the Consultant provides services under the Contract.
- xiii. Working Hours: Working Hours shall normally be from 10.00 AM to 06.00 PM (based on the biometric attendance registered by the Individual Consultant) during week days including half an hour lunch break in between. However, in exigencies of work, Consultant may be required to sit late and may also be called on Saturday/Sunday and other holidays.
- xiv. Leave: Consultant will be eligible for 12 days Casual leave in a calendar year, on pro rata basis as one leave per month. Consultant may avail leave subject to the prior written approval of the controlling officer. Un-availed leave cannot be carried forward to the next calendar year. Further, leave up to one month can be considered without remuneration with the prior approval of controlling Officer and Head of the Department (HoD). Female Consultant will be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour & Employment vide letter No. S-36017/03/2015-SS-I dated 12th April, 2017.
- xv. Consultant will be governed by the Official Secrets Act, 1923, as amended from time to time and will not disclose to any unauthorised person(s) any information/data that come to their notice during the period of their engagement as 'Consultant (MEP)' in ITPO. All such information/records/papers/software/emails etc. will be property of ITPO/Government of India.
- xvi. Payment: The Consultant will be paid consolidated monthly remuneration within 7 days after completion of the month (based on the biometric attendance registered by the Individual Consultant) subject to periodic completion of work certified by their respective Controlling Officer and counter signed by the concerned Head of Department (HoD). The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at the source before effecting the payment, for which ITPO will issue TDS certificates. Consultant shall be liable to pay taxes as applicable. ITPO undertake no liability for taxes or other contribution payable by the Consultant's on payment made under this contract.
- xvii. No TA/DA shall be admissible for joining the assignment or on its completion. No other facilities like IDA, Perks & Allowances, Accommodation, Residential Phone/Mobile, Conveyance/Transport, Personal Staff, Medical facility, Medical reimbursement, HRA and LTC etc. will be admissible.
- xviii. However, on official tour, the TA/DA will be admissible with the approval of the Competent Authority to Consultant as to Manager, ITPO.
- xix. Title Rights, Copyrights, Patents and Other Proprietary Rights: Title to any equipment and supplies that may be furnished by ITPO to the Consultant for the performance of any obligations under the Contract shall rest with ITPO, and any such equipment shall be returned to ITPO at the conclusion of the contract or when no longer needed by

Consultant. Such equipment, when returned to ITPO, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear, and he/she shall be liable to compensate ITPO for any damage or degradation of the equipment that is beyond normal wear and tear. ITPO 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 Consultant has developed for ITPO 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 Consultant's acknowledges and agrees that such products, documents and other materials constitute works made for hire for ITPO. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data (both in soft or hard format) compiled or received by the Consultant under the contract shall be the property of ITPO, and shall be made available for use or inspection by ITPO at reasonable times and in reasonable places, and shall be treated as confidential and shall be delivered only to ITPO authorised officials on completion of work under the Contract.

- xx. Force Majeure and other Conditions: Force majeure as used herein means any unforeseeable and irresistible act of nature, 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 Consultant. The Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Consultant must perform in or for any areas in which ITPO 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.
- xxi. Audits and Investigations: Each invoice paid by ITPO shall be subject to a post-payment audit by auditors, whether internal or external, of ITPO or by other authorised and qualified agents of ITPO 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. ITPO shall be entitled to a refund from the Consultant for any amounts shown by such audits to have been paid by ITPO other than in accordance with the terms and conditions of the Contract. The Consultant acknowledges and agrees that, from time to time, ITPO 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 Consultant generally relating to performance of the Contract. The right of ITPO to conduct an investigation and the Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Consultant shall extend full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Consultant's obligation to make available his/her personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to ITPO access to the Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Consultant's personal and relevant documentation.
- xxii. Settlement of Disputes: ITPO and the 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. 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 CMD, ITPO for arbitration. The CMD, ITPO may appoint an arbitrator for the settlement of the controversy. Any litigation matters shall be restricted to the jurisdiction of the Delhi courts.

- xxiii. Conflict of Interest: The Consultant shall be expected to follow all the rules and regulations of ITPO and Government of India which 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 Consultant are not found satisfactory or found in conflict with the interests of the ITPO/Government of India, his/her services will be liable for discontinuation/termination without assigning any reason.
- xxiv. The Consultant shall not advertise or otherwise make public for the purpose of commercial advantage that it has contractual relationship with ITPO. He/she shall not, in any manner whatsoever, use the name, emblem or official seal of the ITPO/Government of India or any abbreviation of the name of ITPO, in connection with business or otherwise without the prior written permission of the competent authority of ITPO.
- xxv. In General, the Consultant shall neither seek nor accept instructions from any authority external to ITPO in connection with the performance of his/her obligations under the Contract. The 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 ITPO, and the Consultant shall perform its obligations under the Contract with the fullest regard to the interest of ITPO. The Consultant warrants that he/she 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 ITPO. The Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract. In the performance of the Contract, the Consultant shall comply with the normal standards of Conduct. Failure to comply with the same is ground for termination of the Consultant for cause.
- xxvi. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Consultant shall comply with the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. The 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 ITPO to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
- xxvii. In the unfortunate event of the death, injury or incapacitation while serving ITPO and otherwise during the period of contract, the Consultant or the next of kin will not be entitled to any Compensation or Appointment.
- xxviii. Owing to the requirements in ITPO, a panel shall be drawn which will be valid for a period of one year, extendable to another one year, subject to the approval of CMD, ITPO and can be utilized accordingly. ITPO reserve the right to cancel the panel at any time without assigning any reason.
- xxix. Where the CMD, ITPO is of the opinion that it is necessary or expedient to do so, it may by order and for reasons to be recorded in writing, relax any of the provisions.
- xxx. Jurisdiction: All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

5. General Instructions:

- i. Application will only be accepted as per the prescribed format. Incomplete or/and unsigned application, without photograph/signature/application not in prescribed format/non-submission of necessary documents and those received after the closing date shall be summarily rejected.
- ii. Duly filled in application form along with photograph of the candidate must be accompanied by:
 1. Self-attested copies of Degrees, Mark sheets, Certificates etc. issued by the Competent Authority awarding the particular qualification i.e. 10th, 12th, B.E/ B.Tech from recognised University/Institute/ Board/examining body in chronological order (Secondary/10th onwards).
 2. Documents claiming work experience must clearly mention the following:
 - a. Name of the organisation.
 - b. Signature of competent authority/issuing authority clearly stating their position/designation in the organisation.
 - c. Duration of work experience.
 - d. The field in which the applicant has worked or the post held in the establishment.
 - e. No Objection Certificate from the current employer.
- iii. If the qualification possessed by the applicant is equivalent to a required degree, then the authority under which it has been so treated must be indicated (with number and date) and its copy should also be attached.
- iv. The responsibility of ensuring genuineness of the certificate lies completely on the applicant by self-attestation. ITPO reserves the right to discard experience certificates which do not provide correct details as mentioned above. Website links could be provided to ascertain genuineness.
- v. The prescribed essential qualifications are the minimum and the mere possession of the same does not entitle applicants to be called for further process of engagement.
- vi. The applicants should note that their candidature at all the stages will be purely provisional, subject to satisfying the prescribed eligibility conditions. If, on verification at any stage, before or after process of engagement, or after selection, it is found that they do not fulfill any of the eligibility conditions; their candidature will be cancelled by ITPO.
- vii. No TA/DA for appearing for personal interaction, etc. will be paid.
- viii. Selected candidate will be required to produce the original certificates as mentioned in application at the time of joining. Failing to submit the required certificates in original at the time of joining will lead to cancellation of candidature.
- ix. The applicants are required to submit the pdf file of duly filled Application Form along with requisite annexures by email under the subject “**Application for the Consultant (MEP) in ITPO**” to nsrawat@itpo.gov.in **latest by 15th July 2024. Applications received after the closing date/by hand/by post will not be accepted under any circumstances.**
- x. In case of any query, the applicant may enquire at email Id: nsrawat@itpo.gov.in

Sd/-
(Lt. Col. Harsh Kondilya)
Officer on Special Duty (Administration)