

## GENERAL TERMS & CONDITIONS

- 1.1 **Allowances:** Consultants shall not be entitled to any kind of allowance or accommodation facility e.g. Dearness Allowance, Transport Facility, Residential Accommodation, Personal Staff, CGHS, and Medical Reimbursement etc. However, Conveyance Allowance shall be paid at the rates as mentioned.
- 1.2 **TA/DA:** No TA/DA shall be admissible for joining the assignment or on its completion; foreign travel of Consultants is not permitted at all. However, should they require to travel inside the country in connection with the official work of the Department, TA/DA as admissible to a regular employee of the same grade, he/she retired from, will be paid to him/her after obtaining approval of the competent authority.
- 1.3 **Drawal of Pension:** A retired Government officer/official appointed as consultant shall continue to draw pension and the dearness relief on pension during the period of his engagement as consultant. His/her engagement as Consultant shall not be considered as a case of re-employment.
- 1.4 **Leave:** Consultants shall be eligible for Eight (08) Days leave in a calendar year on pro rata basis. No remuneration for the period of absence in excess of the admissible leave will be paid to Consultants. In addition, un-availed leave shall neither be carried forward to next year nor encashed.
- 1.5 **Tax Deduction at Source [TDS]:** TDS as admissible shall be deducted from the monthly remuneration of Consultants. A TDS certificate shall be issued by the concerned DDO on demand.
- 1.6 **Working Hours:** Consultants may follow the normal working hours as prescribed [i.e. 09:00 AM to 05:30 PM]. However, as per the exigency one has to sit late to complete the time bound work. Attendance would be made through Biometric Attendance System.

## 2. AGE-LIMIT

Normally, the maximum age limit for all categories of Consultants will be 65 years. However, engagement beyond 65 years and upto 70 years may be resorted to in deserving cases with the approval of competent authority keeping in view his/ her good health & level of expertise.

## 3. PERIOD OF ENGAGEMENT AND EXTENSION OF TENURE

- 3.1 The initial engagement of a person as Consultant shall be for the period as given in the Terms of Reference (ToR) or one year, whichever is less. After expiry of initial term, engagement may be extended, based on requirement of the University and performance of Consultant(s) concerned, with the concurrence of Competent Authority, for a maximum period of one year at a time.



- 3.2 The appointment of Consultants would be on full-time basis and they would not be permitted to take up any other assignment during the period of Consultancy in the University.
- 3.3 The appointment of Consultants is of a temporary (non-official) nature against the specific jobs.
- 3.4 The engagement of Consultants can be terminated by the University at any time without assigning any reason thereof by giving them 15 Days' notice. However, in case a Consultant wishes to resign, he will have to give 15 days' advance notice or remuneration in lieu thereof before resigning from the engagement.

#### **4. CONFIDENTIALITY OF DATA AND DOCUMENTS**

- 4.1 The Intellectual Property Rights (IPR) of the data collected as well as deliverables produced for the University shall remain with the University.
- 4.2 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 his assignment or during the course of, assignment for the University without the express written consent of the University.
- 4.3 The consultant shall be bound to hand-over the entire set of records of assignment to the University before the expiry of the contract and before the final payment is released by the University.

#### **5 CONFLICT OF INTEREST**

- 5.1 The Consultant appointed by the University shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the University nor will he indulge in any activity outside the terms of the contractual assignment.
- 5.2 The Consultant will not be entitled for any benefit/compensation absorption/regularization of service with this University.

#### **6. TERMINATION OF ENGAGEMENT**

The engagement of Consultants can be terminated by the University at any time *without* assigning any reason thereof by giving them 15 Days' notice. Termination shall be effected on the day right after the completion of *fifteen (15)* days of delivery of such notice. However, in case a Consultant wishes to resign, he will have to give 15 days' advance notice or remuneration in lieu thereof before *resigning* from the engagement. University may terminate the engagement in following conditions: - i. The Consultant is unable to address the assigned work; ii. Quality of the work is not to the satisfaction of the University; iii. The Consultant fails in timely achievement of the milestones as finally decided by the University; iv. The Consultant is found lacking in honesty and integrity.



## 7. RIGHTS OF THE UNIVERSITY

The University has the right to cancel the advertisement, and not go for engagement of Consultant, at any stage. It may accept or reject any or all applications, without giving any reasons therefor, whatsoever.



Registrar  
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