

Indian Institute of Food Processing Technology
Ministry of Food Processing Industries, Government of India

Applications are invited for **Team Leader/Consultant** for Project Management Unit of
PM-FME Scheme

Application needs to be submitted ONLY online-mode

Dated 10th May, 2021

Subject: Contractual Terms & Conditions for the Team Leader/Consultant for Project Management Unit.

1. Purpose:

1.1 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 Team Leader, Consultants on contract basis.

1.2 The details of Roles & Responsibilities and emoluments of the Team Leader/Consultants are at Annexure I.

2. Contractual Terms and Conditions

2.1 Legal Status:

2.1.1 The individual Team Leader/Consultant shall have the legal status of an independent individual Team Leader/Consultant vis-a-vis MoFPI-IIFPT and shall not be regarded, for any purposes, as being either a "staff member" of MoFPI-IIFPT, or an 'official' of MoFPI-IIFPT. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between MoFPI-IIFPT and the individual Team Leader/Consultant.

2.1.2 The individual Team Leader/Consultant will not be entitled for any benefit/compensation/ absorption/ regularization of service in this Ministry/Institute.

2.2. Standards of Conduct:

2.2.1 In general, the individual Team Leader/Consultant shall neither seek nor accept instructions from any authority external to MoFPI-IIFPT in connection with the performance of its obligations under the Contract. The individual Team Leader/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 MoFPI-IIFPT, and the individual Team Leader/Consultant shall perform its obligations under the Contract with the fullest regard to the interests of MoFPI-IIFPT. The individual Team Leader/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 MoFPI-IIFPT. The individual Team Leader/Consultant shall apply 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 Team Leader/Consultant shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the assignment for the individual Team Leader/Consultant for cause.

2.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the individual Team Leader/Consultant shall comply with the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. The individual Team Leader/Consultant acknowledges and agrees that any breach of any other 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 MoFPI-IIFPT to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

2.3 Title Rights, Copyrights, Patents and Other Proprietary Rights;

2.3.1 Title to any equipment and supplies that may be furnished by MoFPI-IIFPT, to the individual Team Leader/Consultant for the performance of any obligations under the Contract shall rest with MoFPI-IIFPT, and any such equipment shall be returned to MoFPI-IIFPT at the conclusion of the Contract or when no longer needed by the individual Team Leader/Consultant. Such equipment, when returned to MoFPI-IIFPT, shall be in the same condition as and when delivered to the individual Team Leader/Consultant, subject to normal wear and tear, and the individual Team Leader/Consultant shall be liable to compensate MoFPI-IIFPT for any damage or degradation of the equipment that is beyond normal wear and tear.

2.3.2 MoFPI 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 Team Leader/Consultant has developed for MoFPI-IIFPT 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 Team Leader/Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for MoFPI-IIFPT.

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

2.4 Confidential Nature of Documents and Information:

2.4.1 MoFPI-IIFPT shall give access to all the required documents, correspondence, reports, and any other information associated with the Program as deemed necessary.

2.4.2 The individual Team Leader/Consultant 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 the assignment to anyone who is not authorized to know the same.

2.4.3 The individual Team Leader/Consultant shall not, except with the previous sanction of MoFPI-IIFPT 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-IIFPT.

2.5 Use of Name, Emblem or Official Seal of the MoFPI-IIFPT:

Individual Team Leader/Consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with MoFPI-IIFPT, nor shall the individual Team Leader/Consultant, in any manner whatsoever, use the name, emblem or official seal of MoFPI-IIFPT, or any abbreviation of the name of the MoFPI-IIFPT, in connection with its business or otherwise without the written permission of MoFPI-IIFPT.

2.6 Insurance: The individual Team Leader/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 Team Leader/Consultant's sole expense, such life, health and other forms of insurance as the individual Team Leader/Consultant may consider to be appropriate to cover the period during which the individual Team Leader/Consultant provides services under the Contract.

2.7 Travel, Medical Clearance and Service incurred Death, Injury or Illness:

2.7.1 MoFPI-IIFPT may require the individual Team Leader/Consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of MoFPI-IIFPT.

2.7.2 In the event of the death, injury or illness of the individual Team Leader/Consultant which is attributable to the performance of services on behalf of MoFPI-IIFPT under the terms of the Contract while the individual Team Leader/Consultant is travelling at MoFPI-IIFPT expense or is performing any services under the Contract in any offices or premises of MoFPI-IIFPT or Government of India, the individual Team Leader/Consultant or the individual Team Leader/Consultant's dependents, as appropriate, shall not be entitled to any compensation.

2.8 Force Majeure and other Conditions:

2.8.1 Force majeure as used herein means any unforeseeable hand 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 individual Team Leader/Consultant.

2.8.2 The individual Team Leader/Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the individual Team Leader/Consultant must perform in or for any areas in which MoFPI-IIFPT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operation, 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.

2.9 Termination: The MoFPI-IIFPT can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the individual Team Leader/Consultant. The individual Team Leader/Consultant can also seek for termination of the contract upon giving one month's notice to the MoFPI-IIFPT.

2.10 Audits and Investigations: Each invoice paid by PMU at MoFPI-IIFPT shall be subject to a post-payment audit by auditors, whether internal or external, of PMU (MoFPI-IIFPT) or by other authorized and qualified agents of MoFPI-IIFPT 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-IIFPT shall be entitled to a refund from the individual Team Leader/Consultant for any amounts shown by such audits to have been paid by PMU at MoFPI-IIFPT other than in accordance with the terms and conditions of the Contract. The individual Team Leader/Consultant acknowledges and agrees that, from time to time,

MoFPI-IIFPT 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 Team Leader/Consultant generally relating to performance of the Contract. The right of MoFPI- IIFPT to conduct an investigation and the individual Team Leader/Consultant's obligations to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The individual Team Leader/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 Team Leader/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 MoFPI-IIFPT access to the individual Team Leader/Consultant's premises at reasonable times and on reasonable condition in connection with such access to the individual Team Leader/Consultant's personnel and relevant documentation.

2.11 Settlement of Disputes: MoFPI-IIFPT and the individual Team Leader/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.

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 Project Director, MoFPI-IIFPT for arbitration. The Project Director, MoFPI-IIFPT may appoint an arbitrator for the settlement of the controversy.

2.13 Governing 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 Thanjavur jurisdiction.

2.14 Conflict of interest: In no case, the individual Team Leader/Consultant will represent or give opinion or advice to others in any matter which is adverse to the interest of the MoFPI-IIFPT nor will he/she indulge in any activity outside the terms of the contractual assignment. The individual Team Leader/Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. He/she will be expected to display utmost honest, secrecy of office and sincerity while discharging his/her duties. In case the services of the individual Team Leader/Consultant are not found satisfactory or found in conflict with the interests of the MoFPI-IIFPT, his/her services will be liable for discontinuation without assigning any reason.

3. General Terms & Conditions

3.1 Tenure: Individual Team Leader/Consultants will be engaged initially on probation for a period of six months for providing high quality services on specific roles and responsibilities. Further continuation will be on the basis of their satisfactory work performance. 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 two years may be considered with the approval of Secretary, MoFPI-IIFPT. However, no extension will be given beyond the age of 65 years.

3.2 Monitoring of deliverables: The deliverables of the individual Team Leader/Consultants will be monitored regularly by a Committee headed by the Secretary, FPI. The Committee would review the major output/ outcomes of the program and also recommend for further continuation/extension or otherwise. Day to day activities would be monitored by the Project Director, MoFPI-IIFPT.

3.3 The individual Consultantss appointed on full time basis would not be permitted to take up any other assignment during the period of consultancy with the MoFPI-IIFPT.

3.4 Part time Consultant will be appointed subject to the condition that they face no conflict of interest with respect to the work they are handling in MoFPI-IIFPT.

a. The engagement of individual s can be terminated at any time during the currency of contract without assigning any reason thereof, with the approval of Secretary, FPI. However, the individual Team Leader/Consultant will have to give 30 days' advance notice or remuneration in lieu thereof before resigning from the engagement.

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

i. Repeated refusal to undertake the assigned job.

ii. Quality of the assigned jobs 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.

3.5 Third Party Evaluation:

Third-Party Evaluation of the work of the State PMU based on outcome achieved shall be got done by MoFPI-IIFPT.

3.6 Annual Renewal of Contracts:

Annual renewal of contract shall be only after review of performance of State PMU by MoFPI-IIFPT.

4. TA/DA:

4.1 The individual Team Leader/Consultant 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 Team Leader/Consultant should avail shortest routes to destination assigned by economy class in case of Air 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-IIFPT will arrange for travel and accommodation, whenever and wherever possible during official tour.

4.6 The Team Leader/Consultant will be allowed following TA/DA:

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Consultant	Air in Economy class or by Rail in AC Two Tier	Hotel accommodation of up to Rs.2250/- per day; taxi charges of up to Rs.338/- per day for travel within the city and food bills not exceeding Rs.900/- per day shall be allowed.
Sr. Consultant (Team Leader)	Air in Business class or by Rail in AC 1st Class	Hotel accommodation of up to Rs.7500/- per day; no limits for reimbursement of taxi charges for AC taxi within the city and food bills not exceeding Rs.1200/- per day shall be allowed.

4.7 Other allowances: No other facilities such as DA, accommodation/ residential phone/ conveyance/ transport/ medical reimbursement etc. would be admissible to the individual Team Leader/Consultant.

5. Payment:

5.1 The payment will be released by MoFPI-IIFPT after completion of the month based on certification of attendance of individual Team Leader/Consultant by concerned officer at his Headquarters or on the biometric attendance registered by the individual Team Leader/Consultant or on certification by concerned officer in case the individual Team Leader/Consultant has been deputed to other place."

5.2 The payment of consolidated consultancy fees would be made direct to the bank account of individual Team Leader/Consultant.

5.3 The working days of the individual Team Leader/Consultant shall be same as for regular Government employees. No extra remuneration shall be allowed for working beyond office hours or on Saturdays/ Sundays/ Gazetted holidays, if required.

5.4. Individual Team Leader/Consultant will hand over the entire set of records of assignment to the MoFPI-IIFPT before the expiry/ termination of the contract and before the final payment is released by the MoFPI-IIFPT.

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-IIFPT will issue TDS Certificate (s). Goods and Service Tax, as applicable shall be admissible to the individual Team Leader/Consultants. The MoFPI-IIFPT undertakes no liability for taxes or other contribution payable by the individual Team Leader /Consultant on payments made under the contract.

7. Leave:

7.1 The individual Team Leader/Consultant shall be entitled to leave of eight days and two- day 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-IIFPT. Apart from this, the women Team Leader/Consultant 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 12'h 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 Team Leader/Consultant shall be done as per the latest instructions issued by MI IA. In case the police verification is received as negative, the contract of individual Team Leader/consultant shall cease to exist with immediate effect without any notice.

11. Relaxation: Where the Secretary, FPI 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.

Indian Institute of Food Processing Technology
Ministry of Food Processing Industries

Contract for the services of an individual Team Leader/Consultant

File No.

Date:

This Contract is entered into on (. date) between the IIFPT, Ministry of Food Processing Industries (MoFPI-IIFPT) and Mr./Ms./Mrs. _____s/d/w/o_____ (hereinafter referred to as 'the individual Team Leader/Consultant") Whose addressis__

WHEREAS MoFPI-IIFPT desires to engage the services of the individual Team Leader/Consultant on the terms and conditions hereinafter set forth, and;

WHEREAS the individual Team Leader/Consultant is ready and willing to accept this Contract with MoFPI-IIFPT on the said terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Terms & Conditions of services

The individual Team leader/Consultant shall perform the services in accordance to the Contractual Terms & Conditions which form an integral part of this Contract and roles and responsibilities are attached hereto as **Annexure - I**.

2. Duration

This Contract shall commence on (...date), and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than (.....date), unless sooner terminated in accordance with the terms of this Contract. He/She is designated as (individual Team Leader/Consultant). The individual Team Leader/Consultant shall perform the Role & Responsibilities as mentioned.

3. Payment

A consolidated remuneration of Rs. _____per man month inclusive of all applicable taxes shall be paid to the individual Team Leader/Consultant subject to satisfactory services. If unforeseen travel outside the Duty Station is requested by MoFPI-IIFPT, and upon prior

written agreement, such travel shall be at MoFPI-IIFPT's expense and the individual Team Leader/Consultant shall receive a TA/DA as per the said terms and conditions.

4. Rights and Obligations of the individual Team Leader/Consultant

The rights and obligations of the individual Team Leader/Consultant are strictly limited to the terms and conditions of the Contract, including its Annexes. Accordingly, the individual Team Leader/Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The individual Team Leader/Consultant shall be solely liable for claims by third parties arising from the individual Team Leader/Consultant's own acts or omissions in the course of performing this contract, and under no circumstances shall MoFPI-IIFPT 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 Team Leader/Consultant, acknowledge and agree that I have read and accept the terms of this Contract and the Roles & Responsibilities attached hereto in Annexure- I & II which form an integral part of this Contract.

The individual Team Leader/Consultant has submitted a Statement of Good Health and form for Police verification.

AUTHORIZING OFFICER: MoFPI-IIFPT

**INDIVIDUAL TEAM LEADER /
CONSULTANTANT:**

Name:

Name:

Signature:

Signature:

Date:

Date:

Place:

Place:

Annexure - I**Qualifications, Experience, Roles & Responsibilities etc. for Team Leader/Consultants for IIFPT PMU**

Sl. No.	Post	Qualification & upper age limit	Experience	Roles & Responsibilities
1	Team Leader Salary: Rs. 1.75 Lakh p.m.	MBA/ Master's degree in Public Administration or Rural Development or PGDM with specialization in Agri/Food Business or Rural Management /from National/ International reputed University/ Institute. Age: 50-year max.	More than 10 years of experience in managing development projects preferably in Food Processing or Agri-Business Development or Rural Development or MSME, out of which 3-5 years in leadership role.	<ul style="list-style-type: none">- Overall management and establishing full functionality of PMU as planned and ensuring project triggers are met;- Periodic reporting of the overall performance of project to IIFPT and Ministry;- Establishing clear working relationship with State Nodal Agencies (SNAs)/ key stakeholders and ensuring flow of information, discussions and feedbacks among the various stakeholders of the project;- Preparing Project Implementation Plan (PIP);- Ensuring setting up of State PMU and demonstrating sufficient technical and managerial support to States/UTs to efficiently manage project implementation;- Facilitation in preparation and implementing of State Level Upgradation Plan (SLUP) & Districts level plans;- Convening meetings and putting forth issues to be decided upon from time to time during the implementation of the project;- Any other work assigned by the competent authority.

4	<p>Consultant (for A/V content development and teaching material for online classes)</p> <p>Salary: Rs.1.10 Lakh p.m.</p>	<p>Master's degree in Computer Science/ Information Technology/ Visual/ Mass Communication or any other engineering fields from reputed National/ International University/ Institute with certificate on Adobe Photoshop/ Corel draw or InDesign.</p> <p>Age: 40-years max.</p>	<p>5 years of total experience out of which at least 2 years of experience in working of Adobe softwares/ Corel draw/ video editing softwares and/ or Indesign.</p>	<ul style="list-style-type: none"> - All internal and external communication, For example: Creation of visual identity for the project; - Communicating refined and revised project implementation guidelines as appropriate; - Maintaining close link with SNA/ State PIU and development of IEC material for dissemination of lessons & experiences; - Organizing inter-state Exchange programmes between the States to study and for replication of best practices; - Any other work assigned by the competent authority.
5	<p>Consultant (Product Development)</p> <p>Salary: Rs. 1.10 Lakh p.m.</p>	<p>M.Sc. in Food Science; Desirable PhD.</p> <p>Age: 40-years max.</p>	<p>Minimum 5 years of experience in providing consultancy services or having worked in product development relevant to micro and MSME food sector</p>	<ul style="list-style-type: none"> - Coordinate activities of appropriate product development for micro-units & groups for the project. - Any other work assigned by the competent authority

Instructions for Online written examination

- Examination will be taken up by the candidates from their home/locations
- Mock test date for candidates will be conducted to familiarize with the software and to verify system requirements
- Syllabus for examination: Related to food processing sector
- Question paper pattern: MCQs and essay types questions;
- The Recommended Configuration (Minimum) for the Laptop/Desktop Device to be used for Exam is:
 - OS – Windows 8/8.1/10
 - Processor - Pentium i3
 - RAM – 4 GB
 - HDD – 10 GB free space available
 - Camera
 - Microphone
- Online interview will be conducted through Video conferencing.
- It is the responsibility of the candidate to make arrangement for system (Desktop/Laptop with the adequate configuration) with internet connections to take up the examination as well as interview from their locations. IIFPT will not held responsible for any lapses.