

QUALIFICATION DETAILS and TERMS AND CONDITIONS FOR CONSULTANT

QUALIFICATION DETAILS

No.of Consultants: 10 (one each for each Division mentioned below)

S. No.	Division	EQ and Experience Required
1	International Marketing	1. MBA in marketing / international trade alongwith minimum 3 years of work experience in the related field of agri export. 2. Should have sound knowledge of policies and procedure related to Agriculture product exports
2	AEP	Essential 1. Post Graduation in Agriculture/ MBA in Agri Business Management / MBA in International Business alongwith minimum 3 years of work experience in the related field of agri export. 2. Should have sound knowledge of policies and procedure related to Agriculture product exports
3	Clusters	Desirable (for Consultant – Clusters) 1. Experience in State Govt./field work involving engagement and interaction with Dept. of Agriculture/Horticulture or State Agri Universities or KVK or Farmer groups.
4	GI	MBA in International Business / International Trade /Foreign Trade with minimum 3 years experience in related field
5	WTO	Desirable (for Consultant – GI): Knowledge and experience in GI agri/processed food products and relevant procedures Desirable (for Consultant – WTO): Knowledge of procedures and experience in WTO matters/Other similar international organisations relating to agri/processed food products
6	Legal	Bachelor of Law i.e., BL/LLB with 3 years of experience of handling court cases at all levels including coordination with the concerned officers/law firms advocates.
7	Organic	B.E/B.Tech in Textile Engineering or Textile Technology with 3 years experience in the related field
8	Organic (2 Positions)	Post Graduation in Agriculture/Environmental Science Desirable: Knowledge of National Programme for Organic Production (NPOP) requirements on certification and trade
9	Organic	Post Graduation in Aquaculture/Aquaculture & Fisheries/Fisheries/Fisheries Science/Marine Biology/ Marine Biology & Fisheries

Note:

(1) Preference will be given to applicants having done BSc in Agriculture where Consultants with Master Degree in Agriculture or MBA (Agri Business Management) or MBA (International Business) are required.

(2) The prescribed Educational Qualifications should have been obtained from recognized Universities/ Institutions.

(3) Experience acquired in the relevant field **post acquiring requisite EQ** will only be taken into consideration.

(4) Experience would include upto 3 years for holder of Ph.D. in related area and 2 years in case of holder of M.Phil. in related area.

Age limit: Not exceeding 35 years of age.

TERMS AND CONDITIONS

- 1) **Tenure:** Individual Consultants will be engaged on contractual basis for a fixed period but not exceeding 3 years for providing services on specific projects as per requirement. However, the renewal of contract will be done on annual basis on the basis of a satisfactory Annual Performance Review to be conducted by APEDA after the completion of 11th month and before the end of 12th month of the annual contract. Extension beyond three years may be considered as per the requirement of the organization with the approval of Chairman, APEDA.
- 2) **Remuneration:** Consolidated Fee/Remuneration of Rs.60,000/- per month + applicable taxes. No other facility or allowance will be allowed other than the consolidated remuneration to be paid. In case the contract is for more than one year, the remuneration may be enhanced upto 5% of the remuneration annually upon reviewing his/her performance during the period of the contract.
- 3) **TA/ DA** — The individual consultants may be required to undertake domestic tours subject to approval of the competent authority and they will be allowed TA/DA as admissible at the level of Assistant General Manager.
- 4) **Leave:** The Individual Consultants shall be entitled to leave of 2.5 days per month. Maximum leave that can be availed at a time is 10 days subject to availability of leave to his/her credit. Such leave shall include Saturdays/Sundays//Govt. Holidays falling in between except where Saturdays/Sundays//Govt. Holidays are prefixed / suffixed.
- 5) Individual consultants will be provided detailed terms of reference describing the work to be performed at the time of their engagements. The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.
- 6) **Other Terms and conditions of contractual engagement:**
 - (i) The engagement will be on full-time basis and the individual consultant would not be permitted to take up any other assignment during the period of Consultancy with APEDA. The engagement of individual consultant shall not confer any rights or claim to him/her for any regular or adhoc appointment in APEDA. They will not be treated as being either a "staff member" of APEDA, or an "official" of APEDA.
 - (ii) The Individual Consultant shall perform his/her obligations under the Contract with the fullest regard to the interests of APEDA. He/she will comply with all laws, ordinances, rules and regulations bearing upon

the performance of its obligations under the Contract and also the standards of Conduct. Failure to comply with the same will be the ground for termination of the consultancy.

(iii) The Individual Consultant shall comply with the provisions of "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and relevant rules/orders of the Government from time to time.

(iv) APEDA shall be entitled to all intellectual property and other proprietary rights as per law in force, which the Individual Consultant has developed for APEDA 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. 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 APEDA and shall be made available for use or inspection by APEDA at reasonable times and in reasonable places and shall be delivered only to APEDA authorized officials on completion of work under or termination of the Contract.

(v) The Individual 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 honesty, secrecy of office and sincerity while discharging his/her duties. 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 APEDA or in the bona fide discharge of his or her duties, publish a book or a compilation of articles or participate in radio / TV broadcast or contribute an article or write a letter in any newspapers or periodical 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 APEDA.

(vi) He/she shall not use the name, emblem or official seal of APEDA, or any abbreviation of the name of APEDA, in connection with its business or otherwise without the written permission of APEDA.

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

(viii) APEDA may require the Individual consultant to submit a medical fitness certificate from a registered medical practitioner prior to commencement of work in any offices or premises of APEDA.

(ix) 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. 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 Individual consultant.

(x) APEDA may terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course APEDA 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 APEDA.

(xi) Payments made by APEDA to the individual consultant shall be subject to a post-payment audit by auditors, whether internal or external, of APEDA or by other authorized and qualified agents of APEDA at any time during the term of the Contract and APEDA shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by APEDA other than in accordance with the terms and conditions of the Contract. APEDA 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. During any such inspections, post-payment audits or investigations, he/she shall provide full and timely cooperation, personally and by providing relevant documents at reasonable times and on reasonable conditions.

(xii) APEDA 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. However, such 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 Chairman, APEDA for arbitration. The Chairman, APEDA may appoint an arbitrator for the settlement of the controversy.

(xiii) The Individual Consultant shall return equipments and supplies provided by APEDA to him/ at the conclusion of the Contract or when no longer needed by the Individual Consultant. He/she shall be personally responsible for proper upkeep and maintenance of such equipments, subject to normal wear and tear, failing which, he/she will be liable to compensate APEDA for any damage or degradation of the equipment that is beyond normal wear and tear.

- 7) **Tax Deduction at Source:** 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 APEDA will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. APEDA undertakes no liability for taxes or other contribution payable by the Individual Consultant on payments made under this contract.
- 8) **Police Verification:** Police verification of the Individual Consultants may 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 and the one month notice from APEDA will not apply.
- 9) **Training:** After joining, a minimum of two days induction training be organized for all the individual consultants.
- 10) **Relaxation:** Where the Chairman, APEDA is of the opinion that it is necessary or expedient so to do, APEDA may by order and for reasons to be recorded in writing, relax any of the provisions of these rules.

NOTE: The competent authority reserves the right to change any of the terms and conditions or any provision contained in the document as found/deemed appropriate.
