

NATIONAL RESEARCH DEVELOPMENT CORPORATION

Ref: NRDC/82G020/2020

Dated: 13.3.2022

OFFICE ORDER

Sub: Guidelines for engagement of contractual employees.

The Board of Directors at its 256th meeting held on 11th February, 2022 have accorded approval for the amendment to the “Guidelines for engagement of Contractual Employees”, .

Revised guidelines as amended are attached herewith for compliance.



(Gurcharan Singh)
Consultant (P&A)

Copy to :-

1. All the existing contractual employees
2. Sr. Manager (Purchase)
3. Manager (Finance)
4. Office Order file
5. CMD – for kind information

NATIONAL RESEARCH DEVELOPMENT CORPORATION

Guidelines for Engaging Contractual employees.

- 1.0 These Guidelines will be called “NRDC guidelines for engagement, terms and conditions, regulations of services and their entitlement Rules, 2019”.
- 2.0 **Applicability:** These guidelines shall be applicable to all the employees engaged on contract (except retired employees of the Corporation/ Govt./ CPSEs/ Defence Services engaged as Consultants) in the Corporation.
- 3.0 **Selection Process:** Depending upon the need, Corporation shall invite applications from the eligible candidates by publishing in premier local news papers /it’s website for interview/ walk in interview.
 - 3.1 After closing date as published in the Advertisement, all the received applications whether online or offline will be initially screened to ensure that he/she is eligible for engagement. The initial Screening Committee constituted by CMD, NRDC will screen the received applications and short-list the candidates. The names of shortlisted candidates will be uploaded on the Corporation’s web portal to attend the personal interview before the selection committee. In addition to this he/she will also be informed about the interview/walk in interview through any other mode of communication viz. Post, email or on telephone/mobile. Short-listed candidates will be called for personal interview.
- 4.0 Thereafter Selection Committee will be constituted having the following members.
 1. Chairman and Managing Director, NRDC - Chairman
 2. One or two External Domain Expert – Members
 3. In Charge Concerned Division of NRDC- Member
 4. Representative for Reserved Category applicants
 5. An Official of the Corporation as Convenor
- 4.1 Chairman of the Committee may invite other experts, if necessary

4.2 The Selection Committee will prepare a panel of three names in order of merit to CMD, NRDC for consideration to engage a suitable candidate for a particular position.

4.3 On receiving the approval of the candidate(s) to be appointed, NRDC shall issue the offer letter(s) to the selected candidate(s) with the Terms and Conditions of the appointment which includes as under:

5.0 Tenure

5.1 Initial engagement for a period of six months or one year depending upon requirements. Renewal/extension will be based on annual performance and on the basis of requirement shown and on recommendation of the Reporting Officer and assessment by Internal Committee constituted in this regard. However, the tenure of such extension shall generally co-terminus with the period of project if any for which he/she is engaged. However, the engagement may further be continued beyond the project period if it is self sustainable

6.0 Remuneration

6.1. The remunerations of the consultants shall be as per the respective positions as given in the Annexure I and for Job description and qualifications etc. (Annexure-II).

7.0 Enhancement in remuneration

7.1 The performance of each contractual employee will be assessed/ reviewed in the prescribed form at Annexure-III. On the basis of recommendation of the Reporting Officer and assessment by Internal Committee constituted in this regard, his/her remuneration will be enhanced @ 10% per completed year. Higher enhancement in remuneration will be considered if the performance of such contractual employee and achievement of objectives is of excellent nature and the recommendation is made by the Reporting Officer which would be subject to approval of CMD.

8.0 Terms and conditions for Engagement of contractual employees

:-

i) The persons engaged on full time basis will not be allowed to take any other assignment during the period of contractual engagement.

- ii) Total leave admissible of all kinds, in case of full time engages, shall not exceed 10 days in a year or pro-rata depending on the duration of contractual engagement..
- iii) HRA or any other allowance shall not be admissible. No medical facilities shall be admissible to consultants.
- iv) Travelling Allowance/Daily Allowance while on official tour may be paid as per normal entitlement of the post/level against which engagement has been made. In other cases, it will depend on case to case basis with the approval of Competent Authority.
- v) Telephone/Conveyance Charges/Transport and other facilities may be allowed to a contractual employee considering the duties assigned (depending on operational/functional requirements) with the approval of Competent Authority.
- vi) Persons engaged on contract basis may be assigned any additional duties, in addition to the specific tasks for which they are engaged.
- vii) The engagement may be discontinued/terminated by giving one month notice or one month's salary in lieu thereof by either side without assigning any reason. Such termination/discontinuation shall be resorted to with the approval of Appointing Authority. Also, the persons engaged shall not have any claim whatsoever for regular appointment on any position on the basis of contractual engagement.

Proviso : However, the management may *suo-moto* or on the request of contractual employee, consider regularisation of a contractual employee; subject to the following:-

- a) **Such contractual employee must have worked for not less than three years in the Corporation;**
- b) **Such contractual employee to be considered for regularisation should have been fulfilling the requisite qualifications as per RRs of the Corporation;**
- c) **Age relaxation, if required, will be considered for deserving candidates as per DoPT/DPE guidelines applicable from time to time;**
- d) **The APAR rating of such contractual employee for the last 3 years is 4 and above (Very Good);**

- e) Such contractual employee is familiar with the work of the Section and attrition of such contractual employee will adversely affect the functioning of the Division/Section;
- f) To consider regularisation, a Committee will be constituted by the management consisting of five members at least 3 of them should preferably be at Chiefs/Sr. Manager Level Officers;
- g) The Committee shall submit its recommendation to the CMD;
- h) CMD will, on the recommendation of the Committee place the matter before the Board Meeting for consideration.
- i) Such contractual employees will be regularized in IDA pattern pay scales at the following entry levels:-
 - i) M.Sc./Engineering Graduates and above – E - 0/E - 1 Level (JSO/ADE)
 - ii) Other Scientific/Technical Qualifications - N - 6 Level (Tech. Asstt. etc.)
 - iii) Graduates and above - N - 4 Level (LDC/Data Entry Operator etc.);
 - iv) Matric providing MTS/House-keeping services – N - 1 Level (Lowest pay scale); and
- j) The regularised contractual employee will have to fulfil all the terms and conditions of employment including probation period.

- viii) No pensionary benefit on account of the said engagement shall be admissible.
- ix) The selected consultant shall be required to produce a medical fitness certificate from any Govt. hospital in Delhi/place of posting before taking up assignment.
- x) The competent authority has the power to add/delete/amend terms and conditions of engagement as and when determined and incorporated from time to time.

9.0 Secrecy Agreement:-

The selected candidates shall, on taking up the assignment, be required to sign a secrecy agreement as per NRDC's standard format at Annexure-IV which shall in force till his/her engagement. At the end

of tenure/in case of resignation they would be relieved only after approval of CMD, NRDC and obtaining necessary clearances from the respective sections/officials as per procedure being followed in the Corporation at that time.

ANNEXURE-I

Level	Eligibility	Remuneration subject to maximum as below
I	Engineering Graduate/M. Sc	35,000/-pm
II	Post Graduate in Engineering	40,000/-pm
III	Doctorate Degree in Engineering	45,000/-pm
IV	CA(Inter), CS/ICMA (Executive), LLB or any other professional qualification	30,000/-pm or Rs.1,154* per day where engaged on daily basis
V	Graduate in Arts/Science/Commerce with relevant Diploma/Certificate Course in Computer Applications/MS Office/Tally etc.	21,184/- pm or Rs.815/- per day where engaged on daily basis*
VI	Matric / Under Graduate assigned duties of clerical nature	Rs. 17,693/- / 19,473/- per month or 681/- / 749/- per day where engaged on daily basis*
VII	Engaged to perform MTS duties. (Unskilled/Semi-skilled/Skilled)	Rs.16,064/- / 17,693/- / 19,473/- p.m. or 618/- / 681/- / 749/- per day where engaged on daily basis*

- Rates effective from 01/10/2021. Rates are being revised every six months by the notification issued by Labour Commissioner, Govt. of NCT of Delhi. Minimum remuneration is calculated by dividing the monthly wages by 26 working days of a month.

JOB DESCRIPTION

ANNEXURE-II

JOB DESCRIPTION:		
1	Name of post	
2	Number of post	
3	Method of recruitment	Contract Basis
4	Age Limit	Candidates should be below ____ years of age as on 1 st January, _____
5	Period of Contract	Initially for a period of 1 year (can be extended up to 2 years – on the recommendation of the Internal Committee constituted by NRDC for the purpose In case a person leaves before completion of one year, he/she will not get any work/experience certificate
6	Remuneration (per month)	A consolidated amount of up to ₹. _____/-per month inclusive of Transport Allowance
7	Education qualification	Essential: Desirable: Experience
8	Job description	✓

CONFIDENTIAL**NATIONAL RESEARCH DEVELOPMENT CORPORATION****Consultants Performance Report****PART-I**

PERSONAL DATA
(To be filled by Personnel Section)

Name	
Qualifications	
Specialization	
Experience (yrs)	
Consolidated Fee	
Date of engagement in NRDC	

GUIDELINES FOR USE:

1. **Part II** : To be filled by the Consultant.
2. **Part III** :
 - a) To be filled by the Reporting Officer
 - b) Rating System – indicate weightage to classification only

Rating Classification	Weightage
Not Satisfactory	1
Satisfactory	2
Good	3
Very Good	4
Outstanding	5

PART-III

PERSONAL QUALITIES, ABILITY AND LEADERSHIP

(To be filled by Reporting Officer)

1. Professional knowledge	Rating	Remark(s)
i) Subject Knowledge (Job-depth)		----- -----
ii) Awareness of the field		----- -----
iii) Occupational achievement		----- -----
iv) Thinking/perceiving capability		----- -----
v) Can he/she take in information and arrive at logical conclusion		----- -----

2. Skill

i) Communication ability		----- -----
iii) Persuading market research		----- -----
iii) Decisiveness		----- -----
iv) Converting actions into result-oriented performance		----- -----
v) Capability to negotiate		----- -----
vi) Is he/she a problem solver?		----- -----
vii) Is he/she able to interpret diagrams/shapes		----- -----

3. Quality Of Work

i) Thoroughness		----- -----
ii) Accuracy		----- -----
iii) Neatness		----- -----
iv) Aptitude		----- -----
v) Does he/she have mental agility		----- ----- -----

4. Work Performance

i) Performance of duties (quantity and quality)		-----
ii) Ability to work with superiors, subordinates and colleagues		-----
iii) Judgement-identify problems and feasible solutions		-----
iv) Presence of mind		-----
v) Adaptability		-----
vi) Integrity		-----
vii) Loyalty		-----
viii) Sense of duty		-----
ix) Maturity		-----
x) Reliability and credibility		-----
xi) Perseverance		-----

5. Business Prospects Generated During The Period Under Review

i).....
ii).....
iii).....
iv).....
v).....
vi).....
vii).....
viii).....
ix).....
x).....

Signature of the reporting Officer

Date

SECRECY AGREEMENT

An agreement dated -----entered into between Mr/Mrs/Miss----- a Contractual employee of National Research Development Corporation (hereinafter referred to as “the contractual employee”) and N.R.D.C (hereinafter referred to as the Corporation).

In consideration of the Corporation having taken in its engagement for the purposes of carrying on its activities and the mutual covenants and obligations assumed by the parties, the contractual employee hereby undertake as follows:-

1. He/She shall observe strict secrecy respecting all transaction and activities of the Corporation.
2. He/She shall not, except in the performance in good faith of the duties assigned to him, disclose, communicate or part with, directly or indirectly, any or all confidential or technical information, know-how, proprietary information if any Indian or foreign licensers, plants, drawings, specifications, bills of materials, material, specifications, process and engineering information details or data or any other information of whatsoever nature (hereinafter collectively referred to as “the information”) to any other employee/contractual employee/consultant of the Corporation or to any other person at any time whether during his engagement or thereafter without prior written consent of the Corporation.
3. He/She shall abide by the provisions of the Official Secrets Act.1923 and amendments there to.
4. He/She shall abide by any or all the provisions of Agreements whether termed as “Secrecy Agreements” or otherwise entered into between the Corporation and any of its client, agents, collaborators and Indian or foreign licensers in respect of the information.
5. He/She shall not utilize the information obtained from the Corporation, its clients, collaborators, licensers or agents in the manufacture or processing of any article during the course of his engagement or thereafter under any circumstances whatsoever.
6. He/She undertakes to safeguard and keep confidential for all times to come information coming to his knowledge or possession in the course of his engagement with the Corporation.
7. He/She fully understands that this agreement shall be effective during the course of his engagement the Corporation.

8. He/She fully understands that failure to observe any provisions of the Agreement entitles the Corporation to summarily terminated The Contract of engagement without any prior notice in addition to any action or damages that may be claimed by the Corporation.
9. In the event of any differences or disputes arising out of or in connection with or under this Agreement the same shall be determined by the Chairman & Managing Director of the Corporation and his decision shall be final and binding on both parties.
10. Any monies payable under this Agreement shall be paid at Delhi.

For and on behalf of
National Research Development
Corporation New Delhi

CMD/Chief/Any other authorised
Officer

(-----)
Contractual employee

(Name Authorised Official of NRDC)
Designation
Employee No.-----
For & on behalf of N.R.D.C

Witnesses of contractual employee:

1. Signature:
Name
Address

:
Place:-----
Date :-----

2. Signature
Name
Address