F. No. 11011/13/2020-Estt.(NPPA) भारत सरकार / Government of India

रसायन एवं उर्वरक मंत्रालय / Ministry of Chemical & Fertilizers

औषध विभाग / Department of Pharmaceuticals

राष्ट्रीय औषध मूल्य निर्धारण प्राधिकरण / National Pharmaceutical Pricing Authority

Date: 28 01 2021

CIRCULAR

Subject: Engagement of Consultants in National Pharmaceutical Pricing Authority (NPPA) New Delhi.

Applications are invited for engagement against two posts of Consultants on purely contract basis for a period of one year in NPPA from the date of engagement, which can be extended as per requirement of NPPA and performance of the Consultant. The details of position, eligibility criteria, age limit (as on closing date of submission of applications) are as under:

S No	Post	Qualification & Upper age limit(Years)			
		For retired person from Govt./PSU/ Autonomous org.	For General Public	Remunerat	
	Consultant (Overcharging an d Legal) Tech Grade-l	Retired from the post of Deputy Secretary or equivalent or above. Upper age limit: 64	CA/ICWA with 15 years minimum experience in relevant field/ sector. Upper age limit: 45	80000 - 145000*	
2.	Consultant (Non-Tech) Grade-	3 years as Under Secretary/5 years as Section officer or equivalent in Govt/PSU setup . Preference will be given to those having sou nd knowledge and experience ofdealing in Esta blishment/ Vigilance/ Administration/Budget matters. Upper age limit: 64 year	Bachelor Degree in an y disciplines or equiv alent with 5 years of experience in the relevant field 'preferably under Govt./ PSU setup. Preference will be given to those having sound knowledge and experience of dealing in Establishment/ Vigilance/ Administration/ Budget matters. Upper age limit: 45	65000 (fixed)	

- 2. NPPA is an attached Office under Ministry of Chemical and Fertilizers, Department of Pharmaceuticals, Government of India, New Delhi.
- 3. The Terms of Reference (TOR) and Application Form in Annexure-I and II respectively are attached. The applications (Annexure-II) duly filled along with self-attested supporting documents in respect of educational qualification and experience and acceptance of the Terms of Reference as in Annexure I may be sent to Director (Admn.), NPPA, 5th Floor, YMCA, Cultural Centre Building, 1, Jai Singh Road, New Delhi-110001. The last date of submission of Application is 30 days from the issue of this Circular.
- 4. The selection of Consultant shall be based on the qualification, experience and personal interview at NPPA. The NPPA reserves the right to accept or reject responses without assigning any reasons whatsoever. The decision of NPPA in this regard will be final.

Surendra Singh

Director (Admn.)

औषध विभाग / Department of Pharmaceuticals राष्ट्रीय औषध मूल्य निर्धारण प्राधिकरण / National Pharmaceutical Pricing Authority वाई एम सी ए सांस्कृतिक केंद्र बिल्डिंग / YMCA, Cultural Centre Building 1, जय सिंह रोड, नई दिल्ली / 1, Jai Singh Road, New Delhi

Annexure-I

Terms of Reference for appointment of Consultant (Overcharging and Legal) Tech

Grade-I and Consultant (Non-Tech) Grade-II

- Basic Requirements:- The basic requirements of Consultant (Overcharging and Legal) Tech Grade-I and Consultant (Non-Tech) Grade-II are as follows:(a) The Consultant (Overcharging and Legal) Tech Grade-I should be conversant with Drug Price Control Orders (DPCOs) including DPCO, 2013 with clear understanding of various DPCO provisions.
 - (b) The Consultant (Non-Tech) Grade-II shall be well-conversant with the subject matters of Administrative/Establishment/Vigilance/Budget in the government set-up. He/she shall be able to undertake noting, darting, examination of case, tender related work and any other such work assigned to him time to time by the competent authority. (c) The Consultant(s) shall execute and perform the tasks assigned to him /her with due diligence and should be skilled in MS Word/MS Excel/Power Point etc.
- 2. Office Timings & working Days:- The consultant would follow working office hours from 09.30 AM to 06.00 PM including half an hour lunch break in between. The Consultant usually has to attend office from Monday to Friday but if required, he/she can be called for duty on any day such as Saturday, Sunday, holiday including Gazetted Holiday or beyond working hours without any extra remuneration.
- 3. <u>Leave:</u>- Paid leave of absence may be allowed at the rate of 1 day for each completed month of service. However, un-availed leave shall not be carried forward, in case of extension beyond one year. 'No work no pay' will be applicable during the period of the contract, if more than prescribed leave will be taken.
- 4. <u>Remuneration:</u>- A fixed monthly amount shall be admissible as per the Circular. The consolidated remuneration will include applicable taxes and no other allowances will be paid. For the retired Government Employees salary arrived at by deducting the basic pension from the last pay drawn at the time of retirement or mentioned in Table of Para 1 of the Circular, whichever is less. However, the Selection Committee will suggest consolidated remuneration after considering relevant factors for Govt. servants. The amount of remuneration so fixed shall remain unchanged for the term of the contract. There will be no annual increment/percentage increase during the contract period.
- 5. Assignment (s) other than NPPA during the period of contract: The Consultant shall not take up any other assignment of any nature during his period of engagement in NPPA that harms the interest of NPPA.
- 6. Conduct & Integrity:- The consultants shall comply with all laws/rules and regulations bearing upon their duties. Failure to comply with the same is grounds for termination of the services of the individual consultant. The Consultant shall be bound to hand-over the entire set of records of assignment to NPPA before the expiry of the contract and before the final payment is released by NPPA.
- 7. <u>Deduction of Tax (s):</u>- The income Tax or any other tax liable to be deducted, as per the prevailing provisions under relevant laws will be deducted at source before effecting the payment, for which the Department will issue certificate such as TDS etc.

- 8. <u>Term of Appointment:</u>- The term of appointment shall ordinarily be for an initial period not exceeding one year.. This term can be extended up to 3 years depending on the performance of the consultant and the need of NPPA. The Consultant shall sign an agreement of confidentiality with the Government of India containing a clause on Ethics and Integrity.
- 9. Prohibition of Sexual Exploitation and Abuse: During the performance of their duties, the individual consultant shall comply with the Sexual harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act,2013. Any breach of the provisions thereof shall be a ground for termination of services. Any further action may also be recommended for appropriate legal action.

10. Allowances:-

House Rent Allowances

No HRA shall be admissible.

TA/DA

The individual consultant may be required to undertake domestic tours subject to approval of the Competent Authority and they will be allowed TA/DA reimbursement at par as admissible to Under Secretary to the Government of India.

- 11. <u>Termination of Engagement:</u> The engagement shall automatically stand terminate at the end of the period unless extended by NPPA on mutual consensus by both the parties. The NPPA may terminate the contract of consultancy under any condition as mentioned below:-
- a. The Consultant is unable to address the assigned works;
- b. Quality of the assigned works is not to the satisfaction of the NPPA;
- c. The Consultant fails in timely achievement of the target as finally decided by the NPPA;
- d. If any, declaration/information furnished by the consultant is found false or found to be willfully suppressed any material fact (s); and
- e. The Consultant is found lacking in honesty and integrity.(ii) The contract can be terminated by giving fifteen days notice by either side. In the event of pre mature termination of contract without advance notice of 15 days, an amount of remuneration equivalent to 15 days of consultant's remuneration shall have to be given by the NPPA or to the NPPA by the consultant as the case may be. In the event of termination of the agreement, the remuneration will be paid on pro-rata basis as per attendance during the notice month.(iii)The termination of contract must be got approved by the competent authority of NPPA after obtaining proper "No Objection" and "No Dues" certificates from all officers concerned in NPPA.
 - **12.** <u>Jurisdiction:</u> The decisions of NPPA shall be final and binding in the matter. In the event of any dispute the jurisdiction of Courts in Delhi only shall be applicable.
 - 13. <u>Disclaimer:</u> The Consultant shall not be eligible for any claim or any other benefit/compensation under provisions of any Act/Rules applicable to regular government employees. The engagement does not grant the Consultant any right for future employment/regularization in NPPA or any benefits admissible to the employees of NPPA. The Consultant shall not be entitled to any benefit like Provident Fund, Pension, Gratuity, Medical Attendance Treatment, Seniority, Promotion etc. or any other benefits available to the NPPA employees on regular basis. In addition, terms of engagement of retired government employees will be governed by Ministry of Finance O.M. dated 9th December 2020.

Application for the post of Consultant in National Pharmaceutical Pricing Authority (NPPA)

1.	Name of the Applicant			Affix your passport size photograph				
 Father's Name Date of Birth Address Mobile Number E-mail id Nationality Educational Qualification 								
· a.	Academic		<i>-</i>					
	SI. No.	Examin	ation	Passing Year			University/Institute	
								
-								
		ice: Details of past serv						
SI. No.		Period	Period Designa		on Department		Naute of Duties	\dashv
					· · · · · · · · · · · · · · · · · · ·			\dashv
	11. :Last12. Desig13. Last F14. Any o	Experience, if any (Ple Office form which retire mation at the time of ret Pay drawn and Grade F ther information you mater f enclosures	d:/worked tirement (in cas Pay at the time o	e of retired	Government		•	
			1)	Declaratio	n)			
understar detected	nd and agree that at any time befo	at in the event of any ore or after selection / i	information be interview, my c	ing found andidature	false OR inco is liable to be	orrect/inco	my knowledge and beliomplete OR ineligibility b and I shall be bound by or engagement as Consu Annexu	eing the
Place:								
Date:								
						41 0	Signature of the Applic	4\

(Name a orginature of the Applicant)

Application duly filled in (Annexure-I & Annexure-II), along with requisite self attested copies of Certificates as listed below may please be sent to the Deputy Director (Admn.) before last date:-

- a. Pension Payment Order(PPO) * Only for the Retired employees
- b. Date of Birth Certificate
- c. Service and Experience Certificate(s)
- d. Certificates of Educational & Professional Qualification(s)
- e. Copy of Identity Card issued by the employer at the time of retirement.
- f. Latest Pay Certificates as on date of retirement.