

File No. Admin-11014/9/2023-ADMIN-ITPO  
**India Trade Promotion Organisation**  
 (Administration Division, E-I)

Pragati Maidan, New Delhi  
 21<sup>st</sup> June 2023

**Engagement of Young Professional (Company Secretary) in ITPO on a Contractual Basis**

India Trade Promotion Organisation (ITPO), registered under section 25 of the Company Act, 1956 (now Section 8 of the Companies Act 2013) is a premier trade promotion agency under the aegis of Ministry of Commerce & Industry, Government of India, providing wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.

ITPO invites applications for engagement to the position of “Young Professional (Company Secretary)” purely on a contractual basis through open market. The eligibility criteria, Work description, Age, Remuneration, Terms and Conditions of engagement etc. are as follows:

**1. Eligibility Criteria:**

Position & Nos.	Educational Qualification and Experience
Young Professional (Company Secretary) (01)	<p><u>Essential</u></p> <ul style="list-style-type: none"> <li>i. Qualified Company Secretary having Associate/Fellow membership of the Institute of Company Secretaries of India (ICSI).</li> <li>ii. Three years relevant post qualification work experience in the Govt./State Govt./CPSE/Autonomous Body.</li> </ul> <p><u>Desirable</u></p> <p>Bachelor degree in Law (LLB three or five year's integrated course) from Government recognised Institute/University.</p>

Note: The period of Ph.D./Research/Fellowship/Internship will not be counted as an experience.

**2. Job Description:**

Position	Work description
Young Professional (CS)	<ul style="list-style-type: none"> <li>i. Organising, preparing agendas for and taking minutes of board meetings and annual general meetings (AGMs)</li> <li>ii. Maintaining statutory books, including registers of members, directors and secretaries; monitoring changes in relevant legislation and the regulatory environment and taking appropriate action</li> <li>iii. Liaising with external regulators and advisers, such as lawyers and auditors; developing and overseeing the systems that ensure the company complies with all applicable codes, in addition to its legal and statutory requirements.</li> <li>iv. Assisting day-to-day activities of CS Unit, maintenance of records.</li> <li>v. Any other task assigned by CS Unit/competent authority.</li> </ul>

### 3. Age Limit and Remuneration:

Position	Age limit (as on closing date of application)	Consolidated monthly remuneration (subject to statutory deductions)
Young Professional (CS)	40 years	Rs. 60,000/-

### 4. Terms and Conditions:

- i. ITPO reserves the right to cancel the advertisement and/or the selection process at any stage without assigning any reason.
- ii. Applications are invited only from Indian citizens who fulfill above mentioned eligibility criteria. The number of position is tentative and may increase or decrease depending on the requirement.
- iii. Fulfilment of conditions of essential qualification and experience etc. shall not necessarily entitle any applicant to be called for further process of engagement. In case of the large number of applicants, ITPO reserves the right to shortlist applicants in any manner as may be considered appropriate by the Competent Authority and no reason for rejection shall be communicated in any case. The applicant should, therefore, mention all qualifications and experience (supported by relevant documents) over and above the minimum qualifications in the application form.
- iv. Decision of ITPO in all matters regarding eligibility, selection and posting will be final and binding upon all applicants/candidates. No representation or correspondence will be entertained by ITPO in this regard.
- v. The engagement will be purely on contractual basis. YP shall not be regarded, for any purposes, as being either a 'staff member' of an 'official' of ITPO. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between ITPO and the Individual YP.
- vi. The position is primarily for ITPO HQs located at New Delhi, however, ITPO reserves the right to post the YP to any of its Regional Offices.
- vii. The engagement as YP is subject to verification of documents relating to educational qualification and experience. If any information/document/declaration submitted by YP is found false/wrong at any stage, his/her engagement will be terminated immediately and appropriate action will be taken against him/her as per rules.
- viii. The YP will be required to submit a police verification report from their concerned police station and also submit a medical-cum-fitness certificate issued by any authorised Medical Practitioner prior to his/her engagement.
- ix. Tenure: The period of engagement would commence from the date of joining at ITPO and shall be initially for a period of one year, however, ITPO reserves the right to curtail the period. The period is extendable on yearly basis up to maximum period of 3 years, subject to performance evaluation of the YP and need of the organisation. The period of engagement as YP will not confer any claim or right for subsequent engagement/employment with ITPO or any other Government Department at a later date.
- x. The engagement can be terminated at any time by ITPO by giving 30 days' notice or remuneration in lieu thereof. Similarly, the YP may also resign after giving 30 days' notice or remuneration in lieu of that notice. The YP shall be expected to conduct himself/herself in accordance with the rules and regulations of the ITPO and Government of India. He/she will be expected to demonstrate high moral character, honesty, integrity, secrecy of office and utmost dedication to work while discharging his/her duties. In case his/her services are not found satisfactory or found to be in

- conflict with the interest of the ITPO/Government of India or at any stage in event of a serious failure to perform the task assigned, negligence of duties, unauthorised absence or of failure to observe any standards of conduct, his/her services will be terminated immediately, without any notice period or compensation.
- xi. The YP shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/her obligations under the Contract, as well as for arranging, at the YP's sole expense, such as life, health and other forms of insurance as the YP's may consider to be appropriate to cover the period during which the YP provides services under the Contract.
  - xii. Working Hours: Working Hours shall normally be from 10.00 AM to 06.00 PM during week days including half an hour lunch break in between. However, in exigencies of work, YP may be required to sit late and may also be called on Saturday/Sunday and other holidays.
  - xiii. Leave: YP will be eligible for 12 days Casual leave in a calendar year, on pro rata basis as one leave per month. YP may avail leave subject to the prior written approval of the controlling officer. Un-availed leave cannot be carried forward to the next calendar year. Further, leave up to one month can be considered without remuneration with the prior approval of controlling Officer and Head of the Department (HoD). Female YP will be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour & Employment vide letter No. S-36017/03/2015-SS-I dated 12<sup>th</sup> April, 2017.
  - xiv. YP will be governed by the Official Secrets Act, 1923, as amended from time to time and will not disclose to any unauthorised person(s) any information/data that come to their notice during the period of their engagement as 'Young Professional' in ITPO. All such information/records/papers/software/emails etc. will be property of ITPO/Government of India.
  - xv. Payment: The YP will be paid consolidated monthly remuneration within 7 days after completion of the month subject to periodic completion of work certified by their respective Controlling Officer and counter signed by the concerned Head of Department (HoD). The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at the source before effecting the payment, for which ITPO will issue TDS certificates. Goods and Services Tax, as applicable shall be admissible to the Young Professional. YP shall be liable to pay taxes as applicable. ITPO undertake no liability for taxes or other contribution payable by the YP's on payment made under this contract.
  - xvi. No TA/DA shall be admissible for joining the assignment or on its completion. No other facilities like IDA, Perks & Allowances, Accommodation, Residential Phone/Mobile, Conveyance/Transport, Personal Staff, Medical facility, Medical reimbursement, HRA and LTC etc. will be admissible.
  - xvii. However, on official tour, the TA/DA will be admissible with the approval of the Competent Authority to Young Professional as to Assistant Manager, ITPO.
  - xviii. Title Rights, Copyrights, Patents and Other Proprietary Rights: Title to any equipment and supplies that may be furnished by ITPO to the YP for the performance of any obligations under the Contract shall rest with ITPO, and any such equipment shall be returned to ITPO at the conclusion of the contract or when no longer needed by YP. Such equipment, when returned to ITPO, shall be in the same condition as when delivered to the YP, subject to normal wear and tear, and he/she shall be liable to compensate ITPO for any damage or degradation of the equipment that is beyond normal wear and tear. ITPO 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 YP has developed for ITPO 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 YP's acknowledges and agrees that such products, documents and other materials constitute works made for hire for ITPO. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data (both in soft or hard format) compiled or received by the YP under the contract shall be the property of ITPO, and shall be made available for use or inspection by ITPO at reasonable times and in reasonable places, and shall be treated as confidential and shall be delivered only to ITPO authorised officials on completion of work under the Contract.

- xix. Force Majeure and other Conditions: 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 YP. The YP acknowledges and agrees that, with respect to any obligations under the Contract that the YP must perform in or for any areas in which ITPO is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, 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.
- xx. Audits and Investigations: Each invoice paid by ITPO shall be subject to a post-payment audit by auditors, whether internal or external, of ITPO or by other authorised and qualified agents of ITPO at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. ITPO shall be entitled to a refund from the YP for any amounts shown by such audits to have been paid by ITPO other than in accordance with the terms and conditions of the Contract. The YP acknowledges and agrees that, from time to time, ITPO 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 YP generally relating to performance of the Contract. The right of ITPO to conduct an investigation and the YP's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The YP shall extend full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the YP's obligation to make available his/her personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to ITPO access to the YP's premises at reasonable times and on reasonable conditions in connection with such access to the YP's personal and relevant documentation.
- xxi. Settlement of Disputes: ITPO and the YP 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. 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 CMD, ITPO for arbitration. The CMD, ITPO may appoint an arbitrator for the settlement of the controversy. Any litigation matters shall be restricted to the jurisdiction of the Delhi courts.

- xxii. Conflict of Interest: The YP shall be expected to follow all the rules and regulations of ITPO and 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. In case the services of the YP are not found satisfactory or found in conflict with the interests of the ITPO/Government of India, his/her services will be liable for discontinuation/termination without assigning any reason.
- xxiii. The YP shall not advertise or otherwise make public for the purpose of commercial advantage that it has contractual relationship with ITPO. He/she shall not, in any manner whatsoever, use the name, emblem or official seal of the ITPO/Government of India or any abbreviation of the name of ITPO, in connection with business or otherwise without the prior written permission of the competent authority of ITPO.
- xxiv. In General, the YP shall neither seek nor accept instructions from any authority external to ITPO in connection with the performance of his/her obligations under the Contract. The YP 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 ITPO, and the YP shall perform its obligations under the Contract with the fullest regard to the interest of ITPO. The YP warrants that he/she 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 ITPO. The YP shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract. In the performance of the Contract, the YP shall comply with the normal standards of Conduct. Failure to comply with the same is ground for termination of the YP for cause.
- xxv. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the YP shall comply with the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. The YP acknowledges and agrees that any breach of any of the 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 ITPO to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
- xxvi. In the unfortunate event of the death, injury or incapacitation while serving ITPO and otherwise during the period of contract, the YP or the next of kin will not be entitled to any Compensation or Appointment.
- xxvii. Owing to the requirement in ITPO, a panel shall be drawn which will be valid for a period of one year, extendable to another one year, subject to the approval of CMD, ITPO and can be utilized accordingly. ITPO reserve the right to cancel the panel at any time without assigning any reason.
- xxviii. Where the CMD, ITPO is of the opinion that it is necessary or expedient to do so, it may by order and for reasons to be recorded in writing, relax any of the provisions.
- xxix. Jurisdiction: All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

### **General Instructions:**

- i. Application will only be accepted as per the prescribed format. Incomplete or/and unsigned application, without photograph/signature/application not in prescribed format/non-submission of necessary documents and those received after the closing date shall be summarily rejected.

- ii. Application form must be accompanied by self-attested copies of Degrees, Mark sheets, Certificates etc. issued by the Competent Authority awarding the particular qualification (i.e. recognised University/Institute/Board/examining body).
- iii. If the qualification possessed by the applicant is equivalent to a required degree, then the authority under which it has been so treated must be indicated (with number and date) and its copy should also be attached.
- iv. Documents claiming work experience must clearly mention the following:
  - a. Name of the organisation.
  - b. Signature of competent authority/issuing authority clearly stating their position/designation in the organisation.
  - c. Duration of work experience.
  - d. The field in which the applicant has worked or the post held in the establishment.
- v. The responsibility of ensuring genuineness of the certificate lies completely on the applicant by self-attestation. ITPO reserves the right to discard experience certificates which do not provide correct details as mentioned above. Website links could be provided to ascertain genuineness.
- vi. The prescribed essential qualifications are the minimum and the mere possession of the same does not entitle applicants to be called for further process of engagement.
- vii. The applicants should note that their candidature at all the stages will be purely provisional, subject to satisfying the prescribed eligibility conditions. If, on verification at any stage, before or after process of engagement, or after selection, it is found that they do not fulfill any of the eligibility conditions; their candidature will be cancelled by ITPO.
- viii. No TA/DA for appearing in the interview, etc. will be paid.
- ix. Selected candidate will be required to produce the original certificates as mentioned in application at the time of joining. Failing to submit the required certificates in original at the time of joining will lead to cancellation of candidature.
- x. The applicants are required to submit the pdf file of duly filled Application Form along with requisite annexures by email under the subject “**Application for the Young Professional (CS) in ITPO**” to [nsrawat@itpo.gov.in](mailto:nsrawat@itpo.gov.in) or [rajnesh@itpo.gov.in](mailto:rajnesh@itpo.gov.in) **latest by 5<sup>th</sup> July, 2023.**  
Applications received **after the closing date/by hand/by post** will not be accepted under any circumstances.
- xi. In case of any query, the applicant may enquire at email Id: [osditpo@itpo.gov.in](mailto:osditpo@itpo.gov.in) or call at Phone No.7065182765.

Sd/-  
(Col. Pushpam Kumar, SM)  
Officer on Special Duty (Administration)