

RITES LIMITED
(A Govt. of India Enterprise)
Shikhar, Plot No. 1, Sector – 29, Gurugram – 122001

Invitation of Applications for Engagement of Individual Consultants in RITES LTD.

RITES Ltd. is a multi-disciplinary Engineering and Consultancy organization providing a comprehensive range of services in all facets of transport infrastructure, building and other related technologies. RITES requires highly skilled professionals in relevant disciplines. The manpower is to be provided on CV-based assignments.

RITES Ltd. invites applications for dynamic and hard-working Individual Consultants, as detailed below:

1.1 Minimum Qualifications and Age Limit

Posts are classified into two (02) categories. Qualifications, age limit and number of posts for each category are given in the table below:

Category-1

VC no.	YP/01/24
Post Name	Individual Consultant- (Quality Control/Material Engineer-Civil)
Number of positions & Place of posting.	05 (Five); Location/Posting: Bengaluru
Essential Qualification	Educational: Full time Bachelor's Degree in Civil Engineering or its related field.
Minimum Post Qualification Work Experience:	Minimum Post Qualification Work Experience: (A) Total Professional Experience of Minimum 10 years. (B) Minimum Experience of 3 years as QA/QC/Material Engineer for major Infrastructure projects.
Age Limit	Age Limit: Not exceeding 63 years

Remuneration	Remuneration: Rs. 80,000/- per month (Consolidated)
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Category: II

VC no.	YP/02/24
Post Name	Individual Consultant - (SHE - Expert)
Number of positions & Place of posting.	03 (Three); Location/Posting: Bengaluru
Essential Qualification	Educational: Full time Bachelor's Degree in any branch of Engineering AND Diploma/Degree in industrial safety/BE/B. Tech in safety/Master's Degree in Environmental Engineering/Sciences/International Qualifications like CSP (Certified safety professional), NEBOSH Diploma, Grad IOSH, CMIOSH.
Minimum Post Qualification Work Experience:	Minimum Post Qualification Work Experience: (A) Total Professional Experience of Minimum 10 years. (B) Minimum Experience of 3 years as SHE Engineer for major construction projects..
Age Limit	Age Limit: Not exceeding 63 years
Remuneration	Remuneration: Rs. 85,000/- per month (Consolidated)

1.2 Tenure of Engagement

The tenure of Individual Consultant is initially for 01 (one) year and can be extended as per project status.

2. SCOPE OF WORK

2.1 Individual Consultant: QUALITY CONTROL & MATERIAL ENGINEER

- a. Review the Contractor's Quality Assurance plan.
- b. Carry out regular and frequent site visits to assess the quality aspects. In case any shortfall, deviations or errors are observed, the same to be intimated the contractor to follow the standard procedures.
- c. Responsible for Witnessing of tests and sampling for construction materials and structures (precast elements, piles & pile cap, pier & pier cap and other structural elements) as scheduled in the approved quality plan to be adopted by the contractor and furnishing its reports to the respective officer.

2.2 Individual Consultant: SAFETY, HEALTH AND ENVIRONMENT (SHE) EXPERT

- a. Review the Contractor's Construction Zone Safety, Health and Environment Management Plan (EMP) and send his observations to respective officer within the stipulated timeframe.
- b. Carry out regular and frequent site visits to assess the Safety, health and environmental aspects. In case any shortfall, deviations or errors are observed, the same to be intimated the contractor to follow the standard procedures.
- c. Submission of contractor's periodical reports related to Safety, health and environmental aspects, the same to be reviewed based on actual observations recorded during the visits carried out.
- d. Submit monthly report with observations of their visits to site of works and action taken.

Terms and conditions for engagement of Individual Consultants in RITES LTD.

3. Contractual terms and conditions:

3.1 Legal Status: The Individual Consultant shall have the legal status of an Independent Consultant vis-a-vis, RITES Limited and shall not be regarded, for any purposes, as being either a "staff member" of RITES Limited, or an "official" of RITES Limited. Accordingly, nothing within or relating to the Contract **shall establish the relationship of employer and employee**, or of principal and agent, between RITES Limited and the Individual Consultant.

3.2 Standards of Conduct:

3.2.1 In General, the Individual Consultant shall neither seek nor accept instructions from any authority external to RITES Limited in connection with the performance of its obligations under the Contract. The Individual 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 RITES Limited, and the Individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of RITES Limited. The Individual 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 RITES Limited. The Individual Consultant shall comply 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 Consultant shall comply with the standards of Conduct. Failure to comply with the same is ground for termination of the services or the Individual Consultant.

3.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual Consultant shall- comply with the "Sexual harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Individual Consultant 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 RITES Limited to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

3.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:

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

3.3.2 RITES Limited 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 Consultant has developed for RITES Limited 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 Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for RITES Limited. 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 RITES Limited, shall be made available for use or inspection by RITES Limited at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to RITES Limited authorized officials on completion of work under the Contract.

3.4 Confidential Nature of Documents and Information: 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 RITES Limited or in the bona fide discharge of his or 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 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 RITES Limited.

3.5 Use of Name, Emblem or Official Seal of the RITES Limited: Individual Consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with RITES Limited, nor shall the Individual Consultant, in any manner whatsoever, use the name, emblem or official seal of RITES Limited, or any abbreviation of the name of RITES Limited, in connection with its business or otherwise without the written permission of RITES Limited.

3.6 Insurance: The Individual 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 Consultant's sole expense, such 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.

3.7 Travel, Medical Clearance and Service Incurred death, Injury or Illness:

3.7.1 RITES Limited may require the Individual Consultant to submit a Statement of Good Health from a recognized physician prior to the commencement of work in any offices or premises of RITES Limited.

3.7.2 In the event of the death, injury or illness of the Individual Consultant which is attributable to the performance of services on behalf of RITES Limited under the terms of the Contract while the Individual Consultant is travelling at RITES Limited expense or is performing any services under the Contract in any offices or premises of RITES Limited, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

3.8 Force Majeure and other Conditions:

3.8.1 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.

3.8.2 The Individual Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Consultant must perform in or for any areas in which RITES Limited 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.

3.9 Termination: RITES Limited 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 Consultant. The Individual Consultant can also seek for termination of the contract upon giving one month's notice to the RITES Limited.

3.10 Audits and Investigations: Each invoice paid by RITES Limited shall be subject to a post-payment audit by auditors, whether internal or external, of RITES Limited or by other authorized and qualified agents of RITES Limited 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. RITES Limited shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by RITES Limited other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, RITES Limited 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. The right of RITES Limited to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual 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 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 RITES Limited access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personnel and relevant documentation.

3.11 Settlement of Disputes: RITES Limited 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.

3.12 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 Chairman and Managing Director (CMD), RITES Limited for arbitration. The CMD, RITES Limited may appoint an arbitrator for the settlement of the controversy.

3.13 Conflict of Interest: The Individual Consultant shall be expected to follow all the rules and regulations of the RITES Limited 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 Individual Consultant are not found satisfactory or found in conflict with the interests of the RITES Limited, his/her services will be liable for discontinuation without assigning any reason.

Note Below: "Individual Consultant or service provider" means Young Associate/Young Professional/Expert/Senior Expert depending upon their experience.

4. General Terms & Conditions:

4.1 Tenure: Individual Consultant will be engaged as per requirement which may be extended by one year at a time for providing quality services as per requirements. However, 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 of consultants will be done on the same project only.

However, no extension will be given beyond the age of 65 years.

4.2 Professionals with requisite qualification and experience as prescribed would be hired as Individual Consultant. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Government servants. However, a retired Government servant can be hired as consultant through a competitive process. They should not be engaged against regular vacant posts as consultant under this rule. Retired government servants can be engaged only for the specific tasks and for specific duration as consultant. They should be assigned clear output related goals.

4.3 The Individual Consultant may be appointed on full-time basis. Consultants appointed on full-time basis would not be permitted to take up any other assignment during the period of Consultancy with RITES Limited.

4.4 The appointment of Individual Consultant is of a temporary nature and the RITES Limited can cancel the appointment at any time without providing any reason for it.

4.5 Individual Consultant will be appointed subject to the condition that they face no conflict of interest with respect to the work they are handling in RITES Limited.

5. In case the contract is for more than one year, the remuneration of Consultants may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on escalation received in client's fee for previous year.

6. Declaration of results:

Results on the RITES website will be uploaded consisting of Post Name/ Number, Registration number of candidates, Name of candidates as per the recommendations of selection committee. (Suitable/ Not found suitable).

7. Payment: The payment will be released by RITES Limited within one week after completion of the month based on the attendance registered by the Individual Consultant.

8. Leave - The Individual Consultant shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Further, 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 the Vertical Head, RITES Limited. Apart from this the women 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-I dated 12th April, 2017.

9. 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 RITES Limited will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultant. The RITES Limited undertake no liability for taxes or other contributions payable by the Individual Consultant on payments made under this contract.

10. Police Verification: Police verification of the Individual Consultant shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the contract of the individual Consultant shall cease to exist with immediate effect without any notice.

11. Notice Period: Individual consultants need to inform RITES Limited 30 days in advance of their resignation and RITES Limited will also inform 30 days in advance before terminating the services of individual consultants.

12. TA/DA

No TA/DA shall be admissible for joining the assignment or on its completion.

No TA/DA shall be payable for attending the interview.

13. Mode of Selection Process

The applications received shall be screened for eligibility. The candidates may be shortlisted for selection. The company reserves the right to shortlist the number of candidates for selection out of eligible candidates.

The mode of Selection is Interview only.

The candidates shall have to produce copies of educational qualification and experience claimed which shall be verified from the original documents at the appropriate stage and shall be subject to verification from the original source.

Based upon fulfilling the conditions of eligibility; candidates shall be shortlisted for Interview. The decision of RITES as whether a candidate is Eligible/Ineligible shall be final and no correspondence in this regard shall be entertained.

The instant recruitment is being done for deployment of personnel at one of our clients' site and as such, issuance of offer letter for engagement to the selected candidates shall be subject to approval of CVs by the concerned client. CVs of all

such candidates who are found suitable in the process will be shared with the Client and the candidate/s whose CV/s is approved by the Client, will be issued with the Engagement Letter.

14. How to apply

Before applying candidates should ensure that they satisfy the necessary conditions and requirements of the position.

Interested candidates fulfilling the above laid down eligibility criteria are required to apply online in the registration format available in the Career Section of RITES website, <http://www.rites.com>.

While submitting the online application; the system would generate 'Registration No.' on top of online form filled up by the candidate. Note down this "Registration No." and quote it for all further communication with RITES Ltd.

While filling up the required details, candidates are advised to carefully and correctly fill the details of "Identity Proof". Candidates are also advised to note the same and ensure the availability of the same Identity Proof as it will be required to be produced in original at later stages of selection.

After filling up the required details under the "Fill/ Modify Application Form", candidate should submit the application.

The candidates are also advised to keep a copy of Application Form submitted with them and to carry the same at the time of the selection.

A copy of online APPLICATION FORM containing the registration number is to be printed, signed, and furnished at the time of document verification/ interview along with SELF-ATTESTED PHOTOCOPY with Original of the following documents in the given order only from top to bottom:

- a. 1 Passport size Photograph
- b. High School certificate for proof of Date of Birth
- c. Certificates of Academic & Professional qualifications and statements of marks of all the qualifications for all semesters/years (Xth, XIIth, Diploma/ Graduation/ Post-Graduation as applicable)
- d. Copies of experience certificates from your previous employer in respect of claims made by you in your application.
- e. Proof of Identity & Address (Passport, Voter ID, Driving License, Aadhaar Card etc)
- f. PAN Card
- g. Proof of different periods of experience as claimed in the Application Form (if applicable)
- h. Any other document in support of your candidature

Note: No documents are to be submitted while submitting online application. All the candidates who will submit online application will be provisionally called for Interview. Detailed scrutiny of documents for checking eligibility will be done on the day of Interview and they have to carry the above mentioned documents. Only eligible candidates will be allowed to appear for Interview.

In respect of current employment, experience certificate/ joining letter along with last months' salary slips, or Form 16 and other documents which clearly prove your continuity in the job are to be produced during document verification. In case your claim is not established from the proofs submitted by you; your application is liable to be rejected. Please check your claims and certificates submitted by you carefully. No claims would be entertained at a later stage.

For proof of CTC/ salary, candidates shall have to submit a copy of their last Form No. 16/ Earning Card/ salary slip/ Appraisal letter/ any other suitable document.

Hard copies of documents are not to be sent to this office through post/ courier.

The original testimonials/documents along with one self-attested copy will have to be produced by the candidate(s) at the time of selection.

Mere applying for the post/ submission of documents/ appearing or qualifying in the selection does not confer any right on the candidates for claiming selection. If it is found that a candidate does not fulfil the advertised eligibility criteria, his/her candidature will be summarily rejected. It is emphasized that it is the responsibility of the candidate to check the eligibility for the post before submitting the application.

Applications once submitted cannot be altered. A valid e-mail ID is essential for submission of the online application. RITES will not be responsible for bouncing of any e-mail sent to the candidates. However, candidates can apply for any number of vacancies.

The candidates must submit all the details pertaining to his candidature viz. personal details, educational qualification details, experience details, category etc. Suppression, in this regard, if any, detected on a future date shall render the candidature liable for forfeiture.

If any claim made by a candidate is found to be incorrect, his/her candidature shall be summarily rejected. Incomplete application or insufficient proof would entail rejection of your application.

15. Communication with RITES

Any information regarding this recruitment process would be made available on the email address provided by the candidate at the time of registration and/or shall be uploaded on RITES website. Candidates are advised to periodically check the site for further updates.

Candidates are encouraged to go through the detailed advertisement and read the "Frequently Asked Questions (FAQs)" uploaded on RITES website under Career section to solve their queries.

Queries if remaining should be sent to **yp.rites@rites.com** only and contain the following particulars:

VC No.

REGISTRATION/ROLL NO.

NAME OF CANDIDATE IN FULL AND IN BLOCK LETTERS.

Valid email address as given in the application

Communications not containing above particulars shall NOT BE ATTENDED TO. Any query/ issue should be brought to notice of RITES well in advance of the due date.

RITES will not be responsible for non-submission of application due to issues brought to notice at the last moment. Queries related to information already provided in the advertisement may not be addressed.

Important Dates	
Particulars	Date
Commencement of submission of online application	23.04.2024
Last date of submission of online application	06.05.2024 11:59 PM
Venue & Date of Interview: - Rites Limited, Shikhar, Plot No. 1, Sector – 29, Gurgaon – 122001 OR RITES Office- Industry House,5th Floor, 45,Fair Field Layout, Race Course Road, Bengaluru-560001 (After submitting online application, candidates have to report directly for appearing in selection process at any of the above mentioned venue between 09:30 AM to 11:30 AM)	09.05.2024 and 10.05.2024

*** End of Advertisement***