

Subject: Procedure and guidelines for engagement of Consultants / Senior Consultants/ Young Professionals in Main Secretariat of the Ministry of Labour and Employment.

The following guidelines and procedures are being prescribed for engagement of Consultants/Sr. Consultants/Young Professionals in Ministry of Labour and Employment. These guidelines will come into effect from the date of issue.

1. Purpose and Scope of Application

1.1 The Ministry of Labour & Employment is committed to Enhancing welfare and social security provisions for unorganised sector workers, Providing social security to organised sectors workers, Eliminating child labour from hazardous occupations and processes, strengthening employment services, Prevention and settlement of Industrial Disputes and strengthening Labour Laws enforcement machinery and improving Safety conditions and safety of workers. Ministry of Labour & Employment is also mandated to function as a nodal Ministry for Labour welfare and employment, which requires greater flexibility in hiring of personnel It is essential to have the Young Professionals/Consultants/Sr. Consultants who possess the requisite skill set. These Young Professionals/Consultants/Sr. Consultants will be expected to deliver in such areas where in-house expertise is not readily available within the framework of Ministry of Labour & Employment. They should be high quality professionals, capable of lending their expertise in the fields such as Law, Labour Welfare, Labour Issues, Social Welfare, Employment related issues, etc. as per the requirements of Ministry of Labour & Employment.

1.2 The General conditions of Contracts for the services Professionals/Consultants/Sr. Consultants will be incorporated individual contracts.

2. Definitions: The following definitions apply for the purpose of the present instructions:

2.1 "Individual consultant or service provider" means Young Professional or Consultant Grade- 1 or Consultant Grade- 2 or Senior Consultant depending upon their experience. Individual Consultants or service providers are recruited for similar activities as Consultancy/Service providing firms when a full team is not considered necessary. They may be independent experts not permanently associated with any particular firm, or they may be employees of a firm recruited on an individual basis. They may also be employee of an agency, institution, or university. They are normally recruited for project implementation supervision, provision of specific expert advice on a highly technical subject, policy guidance, special studies, compliance supervision, training, or implementation monitoring. Individual consultants/service' providers are not normally recruited for project preparation unless the proposed project is simple and, generally, a repeat of an already established and successful project.

2.2 "Consultancy Services" covers a range of services that are of an advisory or professional nature and are provided by consultants. These services typically involve providing expert or strategic advice e.g. Legal consultants, policy consultants or communications consultants. Advisory and project related Consultancy services which include, for example feasibility studies, Law services, welfare services and Labour Rules.

3. Contractual terms and conditions

3.1 Legal Status: The individual Consultant shall have the legal status of an independent consultant vis-i-vis, Ministry of Labour & Employment and shall not be regarded, for any purposes, as being either a "staff member" of Ministry of Labour & Employment, or an "official" of Ministry of Labour & Employment. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between Ministry of Labour & Employment 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 Ministry of Labour & Employment 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 Ministry of Labour & Employment, and the individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of Ministry of Labour & Employment. 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 Ministry of Labour & Employment. 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 grounds for termination of the individual Consultant for cause

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 Ministry of Labour & Employment 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 Ministry of Labour & Employment to the individual Consultant for the performance of any obligations under the Contract shall rest with Ministry of Labour & Employment, and any such equipment shall be returned to Ministry of Labour & Employment at the conclusion of the Contract or when no longer needed by the individual Consultant. Such equipment, when returned to Ministry of Labour & Employment, 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 Ministry of Labour & Employment for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2 Ministry of Labour & Employment 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 Ministry of Labour & Employment 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 Ministry of Labour & Employment. 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 Ministry of Labour & Employment, shall be made available for use or inspection by Ministry of Labour & Employment at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to Ministry of Labour & Employment 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 Ministry of Labour & Employment 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 by Ministry of Labour & Employment.

3.5 Use of Name, Emblem or official seal of the Ministry of Labour & Employment: individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with Ministry of Labour & Employment, nor shall the individual consultant, in any manner whatsoever, use the name, emblem or official seal of Ministry of Labour & Employment, or any abbreviation of the name of Ministry of Labour &

Employment, in connection with its business or otherwise without the written permission of Ministry of Labour & Employment.

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 Ministry of Labour & Employment may require the individual consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of Ministry of Labour & Employment.

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 Ministry of Labour & Employment under the terms of the Contract while the individual Consultant is traveling at Ministry of Labour & Employment expense or is performing any services under the contract in any offices or premises of Ministry of Labour & Employment or Government of India, 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 Ministry of Labour & Employment 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: The Ministry of Labour & Employment 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 Ministry of Labour & Employment.

3.10. Audits and investigations: Each invoice paid by Ministry of Labour & Employment shall be subject to a post-payment audit by auditors, whether internal or external, of Ministry of Labour & Employment or by other authorized and qualified agents of Ministry of Labour & Employment 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. Ministry of Labour & Employment shall be entitled to a refund from the individual Consultant for any amounts shown by such audits to have been paid by Ministry of Labour & Employment other than in accordance with the terms and conditions of the Contract. The individual Consultant acknowledges and agrees that, from time to time, Ministry of Labour & Employment 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 Ministry of Labour & Employment 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 Ministry of Labour & Employment 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: Ministry of Labour & Employment 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 Secretary, Ministry of Labour & Employment for arbitration. The Secretary Ministry of Labour & Employment 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 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 individual Consultant are not found satisfactory or found in conflict with the interests of the Ministry of Labour & Employment/Government of India, his/her services will be liable for discontinuation without assigning any reason.

4. Terms of reference

4.1 Heads of Verticals are responsible for ensuring that detailed terms of reference describing the work to be performed are prepared well in advance of the engagement of the individual consultant and submit it in Annexure-I in a timely manner to the executive or administrative office for processing.

4.2 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.

5. General Terms & Conditions

5.1. Tenure: individual consultants will be engaged for a fixed period but not exceeding 3 years for providing high quality services on specific projects as per requirement of the verticals. However, their continuation in their respective position beyond the first and subsequent contingent on a satisfactory Annual performance Review defined Key Performance indicators. Extension beyond the considered under exceptional circumstances with the years, would be based on clearly three years may be approval of Secretary, Ministry of Labour & Employment. However, no extension will be given beyond the age of 65 years

5.2. Professionals with requisite qualification and experience as prescribed would be hired as individual consultants. As per Rule 172 of GFR 2017, the consulting services do not include direct engagement of retired Government servants. However, a retired Govt 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.

5.3 The individual consultants may be appointed on part-time or 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 Ministry of Labour & Employment.

5.4 The appointment of individual Consultants is of a temporary nature and the Ministry of Labour & Employment can cancel the appointment at any time without providing any reason for it.

5.5 Part-time Consultants will be appointed subject to the condition that they face no conflict of interest with respect to the work they are handling in Ministry of Labour & Employment.

5.6 Number of individual consultants: The total number of individual consultants to be engaged by Ministry of Labour & Employment shall depend on the actual requirement at a particular point of time and provision of budget.

6. Educational Qualifications, Age, Experience and Remuneration:

6.1 Educational Qualification: In general following qualifications are required; however any specific Educational Qualifications may be prescribed as per actual requirement of the verticals.

Essential- Master's Degree in relevant subject or BE/B.Tech or 2 Years PG Diploma in Management or MBBS or LLB or CA or ICWA or possessing any Professional Degree earned after a study of 4 years or more acquired after 10+2.

Desirable - Persons with M.Phil., M.Tech. M.S., LLM, Ph.D, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

6.2 Experience, Age and Remuneration:

Name of the Position	Experience in Years*	Upper Age (limit)	Remuneration (Rs)
Young Professional	1	32	60,000
Consultant Grade 1	3-8	45 years	80000 - 1,45,000
Consultant Grade2	8-15	50 years	1,45,000 - 2,65,000
Sr. Consultant	15 yrs. and above	65 years	265000 - 330000

*Experience includes upto 3 years for Ph.D. holder, provided no work experience is counted during those 3 years.

6.3 The Consultation Evaluation Committee shall fix the consolidated remuneration for the positions of Consultant /Sr. Consultant. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

6.3 (a) In case the contract is for more than one year, the remuneration may' be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on his/her performance during the year after the recommendation of the Review Committee to be constituted duly approved by the Secretary, Ministry of Labour & Employment, as per the following criteria:-

Performance#	Enhancement in remuneration
Performed only routine/assigned work	Nil
individual Consultant / YP who have made significant contribution in his/her domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned / specific task	Upto 5% of the remuneration with the approval of RFD
In exceptional cases, where the individual Consultant demonstrated exemplary performance in his/her domain and have made significant contribution in policy making and his or her articles have been published in reputed journals I magazine newspaper or has authored books etc	Upto 10% of the remuneration with the approval of RFD

Performance not to be judged merely on the APR grading. Publications of articles in reputed journals/magazine/newspaper or books authored by the individual Consultant / YP will be given extra weightage while evaluating/deciding cases for enhancement in remuneration etc.

6.3 (b) Total enhancements in remuneration shall not exceed 10o/o annually in any case.

6.3 (c) Notwithstanding anything mentioned above, in no case the remuneration of any individual Consultant shall exceed 1.25 times of the initial remuneration.

6.4 Hiring criteria may be further defined for specific positions depending on the specific requirements and circumstances.

6.5 Emoluments of Part time Consultants will be decided on number of man-days basis by the CEC.

7. TA / DA -The individual consultant may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA:-

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Young Professional/ Consultant Grade 1	Air in Economy class or by Rail in AC Two Tier	Hotel accommodation of upto Rs. 2250/- per day; taxi charges of up to Rs. 338/- per day for travel within the city and food bills not exceeding Rs. 900/- per day shall be allowed.
Consultant Grade 2	Air in Economy class or by Rail in AC Two Tier	Hotel accommodation of upto Rs 4500/- per day; taxi charges for AC taxi upto 50 Kms within the city and food bills not exceeding Rs. 1000/- per day shall be allowed
Sr. Consultant	Air in Business class or by Rail in AC 1 st Class.	Hotel accommodation of upto Rs 7500/- per day; no limits for reimbursement of taxi charges within the city and food bills not exceeding Rs. 1200/- per day shall be allowed

8. SELECTION PROCESS

8.1 The selection of Consultants shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 - Selection of individual Consultant/Service Provider (para 7 .1 and 7.2) Chapter - 6 (para 6.5) of Manual for Procurement for Consultancy and Other Services 2017.

8.2 The requirement of Ministry of Labour & Employment will be advertised from time to time on its website.

8.3 The applications received shall be placed before a Selection Committee with following composition:

Additional Secretary	Chairman
SLEA / PLEA	Member
JS (Admn)	Member
JS & FA or representative of IFD	Member

8.4 The Selection Committee may devise its own method for selection of suitable candidates as per the requirement. The Selection Committee may recommend a panel of names for keeping in reserve list with validity.

8.5 In certain exceptional cases, with the approval of the Secretary, Labour and Employment selection from a single source as per GFR 2017 may also be considered. However, full justification for this must be given by the Selection Committee.

8.6 Payment: The payment will be released by Ministry of Labour & Employment within one week after completion of the month based on the biometric attendance registered by the individual consultant or on certification by concerned Adviser in case the individual consultant has been deputed to other place

9. Leave - The individual Consultants shall be entitled to leave of 8 days in a 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 Secretary, Ministry of Labour & Employment. Apart from this the women consultant may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 20'17 issued by Ministry of Labour and Employment vide no s-36012/03/2015-ss-1 dated 12thApril,2017.

10. 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 Ministry of Labour and Employment will issue TDS certificate/s. Goods and Service Tax, as applicable shall be admissible to the individual Consultants. The Ministry of Labour & Employment undertake no liability for taxes or other contribution payable by the individual Consultant on payments made under this contract.

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

12. Training: After joining, a minimum of three days induction training (not to be paid) be organized for all the individual consultants.

13. Relaxation: where the Secretary, Ministry of Labour and Employment is of the opinion that it is necessary or expedient so to do, it may by order and for reasons to be recorded in writing, relax any of the provisions of these rules.

Government of India
Ministry of Labour & Employment

Contract for the services of an individual Consultant

File No _

Date....

This contract is entered into on [insert date] between the Nil Aayog and Mr/Ms/tMrs..... s/d/w/o... ..(hereinafter referred to as "the individual Consultant")

whose address is

WHEREAS Ministry of Labour & Employment desires to engage the services of the Individual consultant on the terms and conditions hereinafter set forth, and:

WHEREAS the individual consultant is ready and willing to accept this Contract with Ministry of Labour & Employment on the said terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The individual consultant shall perform the services as described in the Terms of References which form an integral part of this contract and are attached hereto as Annex I

2. Duration

This individual contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this contract. He/she is designated as insert consultants or senior consultants or young Professionals. This Contract is subject to the conditions mentioned in the "Procedure and guidelines for engagement of consultants/ senior consultants / Young Professionals in Ministry of Labour & Employment" datedand are attached hereto as Annex II.

3. Payment

A consolidated remuneration of Rs per man month inclusive of all applicable taxes shall be paid to the individual consultant subject to satisfactory services. If unforeseen travel outside the Duty Station is requested by Ministry of Labour & Employment, and upon prior written agreement, such travel shall be at Ministry of Labour & Employment's expense and the individual consultant shall receive a TA/DA as per the said terms and conditions.

4. Rights and Obligations of the Individual Consultant

The rights and obligations of the individual Consultant are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The individual Consultant shall be solely liable for claims by third parties arising from the individual Consultant's own acts or omissions in the course of performing this Contract, and under no circumstances shall Ministry of Labour & Employment be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the individual Consultant, acknowledge and agree that I have read and accept the terms of this Contract, including the conditions mentioned in the "Procedure and guidelines for engagement of Consultants/ Senior Consultants / Young Professionals in Ministry of Labour & Employment dateand attached hereto in Annex II which form an integral part of this Contract.

The individual Consultant has submitted a Statement of Good Health and form for Police verification.

AUTHORIZING OFFICER:

Name:
Signature:-
Date:
Place:

INDIVIDUAL CONSULTANT:

Name :
Signature :
Date :
Place :



Terms of Reference for the Individual Consultant

Ministry of Labour & Employment Reference:

Title : Young Professional/Consultant/Sr. Consultant

(Followings are to be filled by the concerned vertical and sent to Administration to initiate hiring process)

1. Name of the Vertical :

2. Purpose of assignment.

3. Duration :

4. Tasks Related to Assignment and any other task incidental thereto :

s. Qualifications and Competencies:

a. Academic:

b. Work experience:



Ministry of Labour and Employment

Appraisal Report of Young Professional/ Consultant Grade 1 / Consultant Grade 2 / Sr. Consultant

Report for the period ending.....

PERSONAL DATA

1. Name of Officer

2. Date of Birth(DD/MM/YY)/...../..... (In words).....

3. Date of engagement Date.....

4. Period of absence from duty during the period.

5 Please specify targets/objectives/goals(in quantitative or other terms) of work you set for yourself or that were set for you, eight to ten items of work in the order of priority and your achievement against each target (Example Annual Action Plan for your Division)

Targets/objectives/Goals	Achievements



Comments of Reporting Officer

1. Pen Picture by Reporting Officer on the overall qualities of the officer including areas of strength and lesser strength, extraordinary achievements, significant failure

2. Overall numerical grading on the basis of work done by .

Signature of the Reporting Officer

Place: Name in Block Letters :

Designation:

Date: Duration of the period of Report :

