

**A-12013/02/2015- Adm.I(B)**  
**Government of India**  
**NITI Aayog**

**Dated: 29th July, 2020**

**Subject: Procedure and guidelines for engagement of Consultants/ Senior Consultants/ /Young Professionals in NITI Aayog.**

\*\*\*\*\*

In supersession of "Procedure and Guidelines for engagement of Consultants/ Senior Consultants in NITI Aayog" dated 01.08.2018, the following guidelines and procedures are being prescribed for engagement of Consultants/Sr. Consultants/Young Professionals in NITI Aayog until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue.

### **1. Purpose and Scope of Application**

1.1 The NITI Aayog is committed to cooperative federalism, promotion of citizen engagement, access to opportunity, participatory and adoptive governance and increasing use of technology to provide critical directional and strategic inputs into the development process. NITI Aayog is also mandated to function as a think tank, which requires greater flexibility in hiring of personnel than was the case under the erstwhile Planning Commission. 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 NITI Aayog. They should be high quality professionals, capable of lending their expertise in the fields such as Economics, Finance, Education, Public Health, Social Sciences, Engineering, Urban Planning, Infrastructure etc. as per the requirements of NITI Aayog.

1.2 The General conditions of Contracts for the services of Young Professionals/Consultants/Sr. Consultants will be incorporated into their 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 employees 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. management consultants, policy consultants or communications consultants. Advisory and project related Consultancy services which include, for example feasibility studies, project management, Engineering services, Architectural services, finance accounting and taxation services, training and development.

### **3. Contractual terms and conditions**

3.1 **Legal Status:** The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis, NITI Aayog and shall not be regarded, for any purposes, as being either a “staff member” of NITI Aayog, or an “official” of NITI Aayog. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between NITI Aayog 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 NITI Aayog 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 NITI Aayog, and the Individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of NITI Aayog. 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 NITI Aayog. 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 NITI Aayog 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 NITI Aayog to the Individual Consultant for the performance of any obligations under the Contract shall rest with NITI Aayog, and any such equipment shall be returned to NITI Aayog at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to NITI Aayog, 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 NITI Aayog for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2 NITI Aayog 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 NITI Aayog 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 NITI Aayog. 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 NITI Aayog, shall be made available for use or inspection by NITI Aayog at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to NITI Aayog 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 NITI Aayog 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 NITI Aayog.

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

**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 NITI Aayog 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 NITI Aayog.

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 NITI Aayog under the terms of the Contract while the Individual Consultant is traveling at NITI Aayog expense or is performing any services under the Contract in any offices or premises of NITI Aayog 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 NITI Aayog 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 NITI Aayog 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 NITI Aayog.

**3.10. Audits and Investigations:** Each invoice paid by NITI Aayog shall be subject to a post-payment audit by auditors, whether internal or external, of NITI Aayog or by other authorized and qualified agents of NITI Aayog 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. NITI Aayog shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by NITI Aayog other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, NITI Aayog 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 NITI Aayog 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 NITI Aayog 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:** NITI Aayog 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 CEO, NITI Aayog for arbitration. The CEO NITI Aayog 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 NITI Aayog/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 years, would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond three years may be considered under exceptional circumstances with the approval of Vice Chairman, NITI Aayog. 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 177 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 NITI Aayog.

5.4 The appointment of Individual Consultants is of a temporary nature and the NITI Aayog 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 NITI Aayog.

5.6 **Number of Individual Consultants:** The total number of Individual Consultants to be engaged by NITI Aayog 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., LL.M, 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 years	60,000
Consultant Grade 1	3-8	45 years	80000 – 1,45,000
Consultant Grade 2	8-15	50 years	1,45,000 - 2,65,000
Sr. Consultant	15 yrs. and above	62 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 CEO, NITI Aayog, 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	Upto 5% of the remuneration with the approval of CEO.

by higher authorities on the assigned/specific task.	
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 / magazine / newspaper or has authored books etc.	Upto 10% of the remuneration with the approval of VC.

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 enhancement in remuneration shall not exceed 10% 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 up to 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 upto 50 Kms within the city and food bills not exceeding Rs. 1000/- per day shall be allowed.
Sr. Consultant	Air in Business	Hotel accommodation of upto Rs. 7500/- per day; no limits