

A-12024/3/2020-Consult/NCVET/435.  
National Council for Vocational Education and Training  
Government of India

Dated, the 21.12.2020

**Subject: Procedure and guidelines for engagement of Consultants in NCVET**

In supersession of all the previous "Guidelines for engagement of Consultants in National Skill Development Agency (NSDA)", the following guidelines and procedures are being laid for engagement of Consultants in National Council for Vocational Education and Training (NCVET) until such times as these guidelines are amended or new guidelines are issued. These guidelines will come into effect from the date of issue.

**1. Purpose and Scope of Application**

1.1 National Council for Vocational Education and Training (NCVET) is a non-statutory body under Ministry of Skill Development and Entrepreneurship that anchors the National Skill Qualification Framework and allied quality assurance mechanisms for synergizing skill initiatives in the country. It is essential to have Consultants who possess the requisite skill set. They should be high quality professional, capable of lending their expertise in the fields as per the requirement of NCVET.

1.2 The General condition of Contracts for the services of 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 who is recruited for similar activities as Consultancy/ Service providing firms when a full team is not considered necessary. He may be an independent expert not permanently associated with any particular firm, or may be an employee of a firm recruited on an individual basis. He may also be employee of an agency, institution or university. He is normally recruited for project implementation supervision, provision of specific expert's advice on a highly technical subject, policy guidance, special studies, compliance supervision, training, or implementation monitoring. Individual consultant/ service provider is not normally recruited for a 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 advisor or professional nature and are provided by consultants. These services typically involve providing experts or strategic advice e.g management consultants, policy consultants, or communications consultant. 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 via-as-via, NCVET and shall not be regarded, for any purposes, as being either as “staff member” of NCVET, or an “official” of NCVET. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principle and agent, between NCVET 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 NCVET 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 of otherwise related to its obligations under the Contract that may adversely affect the interest of NCVET, and individual Consultant shall perform its obligations under the Contract with fullest regards to the interest of NCVET. The individual Consultant warrants that it has not and shall not offer any direct or indirect benefits arising from or related to the performance of the Contract or award thereof to any representative, official, employee or other agent of NCVET. 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 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 Woman 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 here shall limit the right of NCVET to refer any alleged breach of the forgoing 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 NCVET to the Individual Consultants for the performance of any obligations under the Contract shall rest with the NCVET, and any such equipment's shall be returned to NCVET at the conclusion of the Contract or when no longer needed by the Individual Consultant, Such equipment, when returned to NCVET, shall be in same condition as when delivered to the Individual Consultant, subject to normal wear and tear and the Individual Consultant shall be liable to compensate NCVET for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2. NCVET shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regards to product, processes, inventions, ideas, know-how or documents and other materials which the Individual Consultant has developed for NCVET under the contract and which bear a direct relation to or are produced or prepared or collected in consequences of or during the course of, the performance Contract, and the Individual consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for NCVET. 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 NCVET, shall be made available for use or inspection by NCVET at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to NCVET authorized officials on completion of work under 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 NCVET 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 newspaper 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 NCVET.



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

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 & other forms of insurance 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 NCVET 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 NCVET.

3.7.2. In the Event of the death, injury or illness of the Individual Consultant which is attributed to the performance of services on behalf of NCVET under the terms of the Contract while the Individual Consultant is travelling at NCVET expenses or is performing any services under the Contract in any offices or premises of NCVET or Govt. of India, the Individual consultant or the Individual Consultant's dependent, 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 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 agree that, with respect to any obligation under the contract that the Individual Consultant must perform in or for any areas in which NCVET 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 area shall not, in and of itself, constitute force majeure under the Contract.

3.9. **Termination:** NCVET 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 Consultants. The individual consultants can also seek for termination of the contract upon giving one month's notice to NCVET.

3.10. **Audits and Investigations:** Each invoice paid by NCVET shall be subject to a post payment audit by auditors, whether internal or external, of NCVET or by other authorized and qualified agents of NCVET at any time during the terms of the contract and for a period of two (2) years following the expiration or prior termination of the contract. NCVET shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by NCVET other than in accordance with the term and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, NCVET 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 NCVET to conduct an investigation and the Individual consultants' 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 NCVET access to the Individual Consultant 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:** NCVET and 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 Executive Member, NCVET or Competent Authority in NCVET for arbitration. The EM, NCVET/Competent Authority 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 interest of NCVET/Government of India, his/her services will be liable for discontinuation without assigning any reason.

#### 4. General terms & Conditions

4.1 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 requirements of work. 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 Chairman NCVET. 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 consultant 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 a specific task and for specific duration as consultants. They should be assigned clear output related goals. The retired offices/officials will be engaged on the remuneration as per the latest orders of the Department of Expenditure/ Department of Personnel and Training regarding the subject.

4.3 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 NCVET.

4.4. The appointment of individual consultant is of temporary nature and the NCVET can cancel the appointment at any time without providing any reason for it.

4.5 Part-time consultants will be appointed subject to the condition that they face no conflict of interest with respect to work they are handling in NCVET.

4.6 **Number of Individual Consultants:** The total number of Individual Consultant to be engaged by NCVET shall depend upon the actual requirement at a particular point of time and provision of budget.

## 5 **Educational Qualification, Age, Experience and Remuneration:**

5.1 **Education Qualification:** In general, following qualifications are required, however any specific Educational Qualification may be prescribed as per actual requirement of the verticals:

**Essential-**Masters' Degree in relevant subject or BE/B.Tech or 2 years PG Diploma in Management or MBBS or LLB or CA or ICWA.

**Desirable-**Person with M. Phil, PhD, additional qualification, research experience, published papers and post qualification experience in the relevant field would be preferred.

5.2 **Experience, Age and remuneration:**

Name of the Position	Post Qualification experience in Years	Upper age (Limit)	Remuneration Monthly (Rs.)
Young Professional	1	32 years	60000 (Fixed)
Consultant Grade 1	3-8	45 years	80,000 – 1,45,000

\*Post qualification experience includes up to 3 years for Ph.D holder, provided no work experience is counted during those 3 years.

5.3 The Competent Authority shall fix the consolidated remuneration for the positions of Consultant based on their experience and qualification. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

5.4 A monetary incentive of 5% will be considered on completion of every one year during contract based upon the Annual Performance review on clearly defined key performance indicators (KPIs), in case their service is extended beyond one year.

5.5 Hiring Criteria may be further defined for specific positions depending on the specific requirements and circumstances.

5.6 Emoluments of Part-time Consultants will be decided on number of man-days basis by the Competent Authority.

6 **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-I	By Air in Economy Class or by Rail in AC Two Tier	Hotel accommodation of upto Rs. 2250 per day; taxi charges of upto Rs. 338/- per day for travel within in the city and food bills not exceeding Rs. 900/- per day shall be allowed.



## 7 SELECTION PROCESS

7.1 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.

7.2 The requirement of NCVET will be advertised from time to time on the websites of MSDE and NCVET.

7.3 The shortlisting the applications received will be done by a Screening Committee constituted for this purpose. The panel of shortlisted applications shall be placed before an another Committee (Selection Committee) chaired by Additional Secretary level Officer. The composition of the Screening Committee/Selection Committee will be decided by the E.M., NCVET/Chairman, NCVET.

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

7.5 In certain exceptional cases, with the approval of the Chairman, NCVET, selection from a single source as per GFR 2017 may also be considered. However, full justification for this must be given.

7.6 NCVET may also hire Consultants on secondment basis under Rule 194 of GFR, 2017 from established Research Organizations e.g. NIPFP, IEG, NCAER, Universities, Educational Institutions, including but not limited to IITs, IIMs, AIIMS and other Research Institutions like ICAR, PSUs and Government Organizations. In exceptional cases, individuals can also be hired on secondment basis from Private Institutions/Organization/Think Tanks like ICRIER, FICCI, CII, Centre for policy Research with the approval of Chairman, NCVET.

This engagement will be based on payment of such monthly sum to the parent employer as would cover the cost of salary and other allowances due to the selected individual and additional expenditure subject to approval of Department of Expenditure or existing guidelines/rules.

7.7. **Payment:** The payment will be released by NCVET within one week after completion of the month based on the biometric attendance registered by the Individual Consultant or on certification by concerned Reporting officer in case the Individual Consultant has been deputed to other place.

8 **Leave** – The individual consultants shall be entitled to leave of 8 days in a year on pro-rata basis. Further the individual Consultants would be granted compensatory leave in lieu of working on holidays. 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 EM-NCVET. 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-336012/03/2015-SS-1 dated 12<sup>th</sup> 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 NCVET will issue TDS certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultant. NCVET undertakes no Liability for taxes or other Contribution payable by the individual Consultant on payments made under this contract.

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

11 **Training:** After joining a minimum of three days induction training (not to be paid) be organized for all the Individual Consultants.

12 **Relaxation:** Where the NCVET 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 guidelines.

13 Consultants engaged prior to the issue of these guidelines shall continue to be governed by the terms and conditions under which they were engaged.

14 This issues with the concurrence of the Competent Authority.



**(Narendra Singh)**  
**Director**

To,

1. PPS to Chairman, NCVET/Secretary, MSDE
2. E.A, MSDE
3. PS to Director (E&P), MSDE
4. All Directors, NCVET
5. Admin/Finance Division
6. Guard file.

**National Council for Vocational Education and Training  
Government of India**

**Contract for the services of an Individual Consultant**

File No.

Date:-

This contract is entered into on (insert date) between the NCVET and Mr./Mrs./Ms.  
.....s/d/w/o.....(hereinafter referred to as "the Individual  
Consultant")

Whose Address is.....

Whereas NCVET desires to engage the services of the Individual Consultant on the terms  
and conditions herein after set forth, and:

WHEREAS the Individual Consultant is ready and willing to accept this contract with NCVET  
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 general terms in  
para 2.2. of Annexure – I and as allocated from time to time on specific basis.

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/Young Professional**]. This contract  
is subject to the conditions mentioned in the "**Procedure and guidelines for engagement  
of Consultants in NCVET**" dated \_\_\_\_\_ and are attached hereto as Annex I.

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 NCVET, and upon prior written agreement, such travel shall be at NCVET's expense and the Individual Consultant shall receive TA/DA as per the said terms and conditions.

4. Right 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 Consultants' own act or omissions in the course of performing this Contract, and under no circumstances shall NCVET 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 in NCVET dated \_\_\_\_\_" and attached hereto in Annex I 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:**

**NCVET**

Name: Name:

Signature:

Date:

Place:

**INDIVIDUAL CONSULTANT:**

Signature

Date:

Place:

**Terms of Reference for the individual Consultant**

NCVET Reference:

Title: Consultant

**(Following are to be filled by the Administration to initiate hiring process)**

1. Name of the Wing
2. Purpose of Assignment:
3. Duration:
4. Tasks Related to Assignment:
5. Job Description:
6. Qualifications and Competencies:
  - a. Academic,
  - b. Work Experience: