

# HR POLICY OF NIESBUD FOR CONTRACTUAL EMPLOYEES

## 1. Introduction:

The National Institute for Entrepreneurship and Small Business Development (NIESBUD) is an autonomous organization of the Ministry of Skill Development and Entrepreneurship, engaged in training, consultancy and research, to promote entrepreneurship and skill development. The major activities of the Institute include Training of Trainers, Management Development Programmes, Entrepreneurship-cum-Skill Development Programmes, Entrepreneurship Development Programmes and Cluster Intervention.

## 2. Purpose and Scope:

To fulfill its mandate, it is essential to have Senior Consultants /Consultants Grade-2/ Consultants Grade-1/Young Professional/ Office Executive/Support Staff who possess the requisite skill sets. These Senior Consultants/Consultants Grade-2/ Consultants Grade-1/Young Professional/Office Executive/Support Staff will be expected to deliver in such areas where in-house expertise is not readily available within the framework of NIESBUD.

22 The general terms and conditions of engagement of Senior Consultants/ Consultants Grade-2/ Consultants Grade-1/Young Professional/Office Executive/Support Staff will be incorporated into their individual Consultancy Contracts.

**3. Definition:** The following definition applies for the purpose of the present instructions:

**3.1 "Consultancy Services"** means any subject matter of procurement which involves primarily non-physical project-specific, intellectual and procedural processes where outcomes/deliverables would vary from one consultant to another, other than goods or works, except those incidental or consequential to the service, and includes professional, intellectual, training and advisory services or any other service classified or declared as such by a procuring entity. These services typically involve providing expert or strategic advice, example, management consultants, policy consultants or communications consultants. Advisory and project related Consultancy services include, for example, feasibility studies, project management, engineering services, architectural services, finance accounting and taxation services, training and development, etc.

(Rule 177 and 178 of GFR 2017)

3.2 "**Individual Consultant or Service Provider**" means Senior Consultant or Consultant Grade-2 or Consultant Grade-1 or Young Professional/ Office Executive depending upon their experience. Individual Consultants or Service Providers are normally employed on assignments for which-

- i. Teams of personnel are not required;
- ii. No additional outside professional support is required
- iii. The experience and qualifications of the individual are the paramount requirement.

(Clause 7.2 of Manual for Procurement of Consultancy and Other Services, 2022)

3.3 "**Non Consulting Service**" means any subject matter of procurement (which as distinguished from 'Consultancy Services'), involves physical, measurable deliverables/outcomes where performance standards can be clearly identified and consistently applied, other than goods or works, except those incidental or consequential to the service, and includes maintenance, hiring of vehicle, outsourcing of building facilities management, security, photocopier service, janitor, office errand services, etc.

(Rule 197 of GFR 2017)

3.4 "**Consultancy**" means the nature and purpose of engagement of an Individual Consultant/Service Provider. The said Consultancy engagement will be governed by a specific contract providing for terms and conditions of engagement and by the directions, issued through Office Memoranda, post engagement, from time to time, by the Competent Authority.

3.5 "**Competent Authority**" for the purpose of these guidelines, would be the Executive Committee, NIESBUD or any official who may specifically be delegated by the Executive Committee, NIESBUD.

3.6 "**Remuneration**" means a consolidated payment that will be processed by NIESBUD on a monthly basis to the Individual Consultant as per terms of engagement and is distinct from Salaries.

#### **4. Consultancy terms and conditions:**

4.1 **Legal Status:** The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis NIESBUD and shall not be regarded, for any purposes, as being either a "staff member" of NIESBUD or an "official" of NIESBUD. Accordingly, nothing within or relating to the Consultancy Contract

shall establish the relationship of employer and employee, or of principal and agent, between NIESBUD and the Individual Consultant.

#### **4.2 Standards of Conduct:**

4.2.1 The Individual Consultants shall neither seek nor accept instructions from any authority external to NIESBUD in connection with the performance of their obligations under the Consultancy Contract. The Individual Consultants shall not take any action during their engagement in respect of the performance of the Contract or otherwise related to their obligations under the Contract that may adversely affect the interests of NIESBUD. The Individual Consultants shall perform their obligations under the Consultancy Contract with the fullest regard to the interests of NIESBUD. The Individual Consultants are enjoined not to offer any direct or indirect benefit arising from or related to performance of the Contract or the award thereof of the Consultancy engagement to any representative, official, employee or other agent of NIESBUD. The Individual Consultants shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Consultancy Contract. In the performance of the Consultancy Contract, the Individual Consultant shall comply with the Standards of Conduct. Failure to comply with the same is grounds for termination of the Consultancy Contract governing the Consultancy.

#### **4.2.2 Prohibition of Sexual Exploitation and Abuse:**

During the performance of the Consultancy Contract, the Individual Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of NIESBUD to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.

#### **4.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:**

4.3.1 Title to any equipment and supplies that may be furnished by NIESBUD to the Individual Consultants for the performance of any obligations under the Consultancy Contract shall rest with NIESBUD, and any such equipment shall be returned to NIESBUD at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to NIESBUD, 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 NIESBUD for any damage or degradation of the equipment that is beyond normal wear and tear.

4.3.2 NIESBUD 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 NIESBUD under the Consultancy 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 Consultancy Contract, and the Individual Consultant acknowledge and agrees that such products, documents and other materials constitute works made during the engagement for NIESBUD . 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 Consultancy Contract or as result of such Consultancy Contract shall be the property of NIESBUD that shall be made available for use or inspection by NIESBUD at reasonable times and in reasonable places. It shall be treated as confidential and shall be delivered only to NIESBUD authorized officials on completion of work under the Consultancy Contract.

#### **4.4 Confidential Nature of Documents and Information:**

The Individual Consultants shall not, except with the previous sanction of NIESBUD or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV/ Radio broadcast/ Social Media or contribute an article or write a letter in any newspapers or periodical either in their 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 them by NIESBUD. The Individual Consultant is prohibited from sharing any material that was created as part of the Consultancy or received during the engagement at NIESBUD from external agencies or from within NIESBUD. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer.

#### **4.5 Use of Name, Emblem or Official Seal of NIESBUD:**

Individual Consultants shall not advertise or otherwise make public for purposes of commercial advantage that a contractual relationship exists with NIESBUD , nor shall

the Individual Consultants, in any manner whatsoever, use the name, emblem or official seal of NIESBUD , or any abbreviation of the name of NIESBUD , in connection with any business or otherwise without the written permission of NIESBUD.

#### **4.6 Insurance:**

The Individual Consultants shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of their obligations under the Consultancy Contract, as well as for arranging, at their own expense, such as life, health and other forms of insurance as the Individual Consultant as they may consider appropriate to cover the period during which they are engaged.

#### **4.7 Travel, Medical Clearance and Service incurred Death, Injury or Illness:**

4.7.1 NIESBUD may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in any offices or premises of NIESBUD.

4.7.2 In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of NIESBUD under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of NIESBUD or is performing any responsibilities under the Consultancy Contract in any offices or premises of NIESBUD or Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

#### **4.8 Force Majeure and other Conditions:**

4.8.1 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 any Individual Consultant.

4.8.2 The Individual Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which NIESBUD 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 Consultancy Contract. The indemnity bond may be signed by the encumbent.

#### **4.9 Termination:**

The NIESBUD can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it. NIESBUD reserves the right to terminate the services of an Individual Consultant at any stage, in the event of a serious failure in the performance of the assigned task or in the case of a failure to observe the prescribed standards of conduct. However, in the normal course, NIESBUD will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the NIESBUD.

#### **4.10 Audits and Investigations:**

Each invoice paid by NIESBUD shall be subject to a post-payment audit by auditors, whether internal or external, of NIESBUD or by other authorized and qualified agents of NIESBUD at any time during the term of the Consultancy Contract and for a period of two (2) years following the expiration or premature termination of the Consultancy Contract. NIESBUD shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by NIESBUD other than in accordance with the terms and conditions of the Consultancy Contract. The Individual Consultant acknowledges and agrees that, from time to time, NIESBUD may conduct investigations relating to any aspect of the Consultancy Contract or the award thereof, the obligations performed under the Consultancy Contract, and the operations of the Individual Consultant generally relating to performance of the Consultancy Contract. The right of NIESBUD to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or premature termination of the Consultancy Contract. The Individual Consultant shall provide full and timely cooperation with 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 such personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to NIESBUD access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personal and relevant documentation.

#### **4.11 Settlement of Disputes:**

NIESBUD and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or

the breach, termination or invalidity thereof. Work related grievances, if any, should be processed as per the redressal mechanism established at NIESBUD.

#### **4.12 Governing Law:**

The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts at Delhi.

#### **4.13 Conflict of Interest:**

The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the NIESBUD /Government of India, his/her engagement will be liable for discontinuation without assigning any reason.

### **5 Terms of Reference:**

5.1 Director, NIESBUD shall be responsible for the preparation of detailed Terms of Reference (ToR). These ToRs will give description of the work to be performed by the Individual Consultants.

5.2 The Terms of Reference are mandatory and shall form part of the individual Consultancy 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.

### **6.General Terms and Conditions:**

**6.1 Duration of Engagement:** Individual Consultants will be engaged for a fixed period of one year which may be extended by one year at a time upto a maximum tenure of five years. 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 Director General, NIESBUD. However, no extension will be given beyond the age of 65 years. For engagement of Contractual Personnel beyond 65 years and upto 70 years, the Executive Committee of NIESBUD will decide on case by case basis depending upon the good health and suitability of the Consultant towards work.

6.2 Professionals with requisite qualification and experience as prescribed would be engaged as Individual Consultants. Retired government servants who

fulfill the eligibility criteria with requisite experience in the relevant sector/field can also participate through the competitive process in line with Rule 177 of GFR, 2017. The remuneration of such government servants so engaged shall be governed as per guidelines issued by Department of Expenditure, Ministry of Finance. They cannot be engaged against regular vacant post as consultants under this Rule. Their engagement should be for specific tasks and for a fixed duration with clear output oriented goals.

6.3 The Individual Consultants may be engaged on part-time or full-time basis. Individual Consultants engaged on full-time basis would not be permitted to take up any other assignment during the period of Consultancy with NIESBUD.

6.4 The engagement of Individual Consultants is of a temporary nature and NIESBUD can cancel the engagement at any time without providing any reasons thereof.

6.5 Part time Individual Consultants can be engaged by NIESBUD on such terms and conditions as the Competent Authority may decide, provided, that there is no conflict of interest with respect to the work they are handling in the NIESBUD. Full time as well as part time consultants shall declare prior to taking up the consultancy assignment that neither their previous work nor any existing interest will create any conflict of interest vis-a-vis the work assignment at NIESBUD.

6.6 Number of Individual Consultants: The total number of Individual Consultants engaged at NIESBUD will be based on the actual requirement as determined by the Competent Authority (Executive Committee) from time to time. However, the manpower requirement should be in proportion with the financial position and overall revenue of the Institute.

### **6.7 Category of Individual Consultant**

I. The Individual Consultants shall be categorized under two major categories:

- i. Technical
- ii. Support

II. The **technical category** shall include:

- i. Senior Consultant
- ii. Consultant Grade-1
- iii. Consultant Grade-2
- iv. Young Professional



III. The **support category** will include Office Executive/ Support Staff/ MTS etc. that may be required for supporting the Institute like supporting administrative work, co-ordination, maintaining the office etc.

## **7. Educational Qualifications, Age, Experience and Remuneration for Consultants under technical category:**

**7.1 Educational Qualification:** In general following qualifications are required; however, any specific Educational Qualifications may be prescribed as per actual requirement.

### **a. Senior Consultant**

**Essential Education:** Master's Degree in Science/Social Science/ Humanities/Commerce/Master's Degree in Social Work (MSW) / 2 years PG Diploma in Management/MBA from a recognized University/ Institute.

**Experience:** 15 and above years of work experience in the Entrepreneurship/Livelihood/Skilling Sector with atleast 05 years in Government Sector.

- Experience in teaching and research in the area of entrepreneurship development/livelihood/skilling sector.
- Experience in the formulation of proposal, project execution, monitoring, evaluation, and content development/livelihood/skilling sector.
- Experience in program management of projects in entrepreneurship development/livelihood/skilling sector.
- Experience in drafting internal and external communication with respect to social initiatives with various Ministries.

### **b. Consultant Grade –II**

**Essential Education:** Master's Degree in Science/Social Science/ Humanities/Commerce/ Master's Degree in Social Work (MSW) / 2 years PG Diploma in Management/MBA from a recognized University/ Institute.

**Experience:** 8-15 years of post-qualification work experience in the Entrepreneurship/Livelihood/Skilling Sector with atleast 05 years in Government Sector.

- Experience in teaching and research in the area of entrepreneurship development/livelihood/skilling sector.
- Experience in the formulation of proposal, project execution, monitoring,

evaluation, and content development.

- Experience in program management of projects in entrepreneurship development/livelihood/skilling sector.
- Experience in drafting internal and external communication with respect to social initiatives with various Ministries.

### **c. Consultant Grade-I**

**Essential Education:** Master's Degree in Science/Social Science/ Humanities/Commerce/ Master's Degree in Social Work (MSW) / 2 years PG Diploma in Management/MBA from a recognized University/ Institute.

**Experience:** 3-8 years of post-qualification work experience in the Entrepreneurship/Livelihood/Skilling Sector.

- Experience in proposal development, project execution, monitoring, evaluation, content management and reporting.
- Experience in academic/teaching in the area of entrepreneurship development.
- Experience in the implementation of Training Programmes.
- Experience in drafting internal and external communication with respect to social initiatives with various Ministries.

### **d. Young Professional**

**Essential Education:** Master's Degree in Science/Social Science/ Humanities/Commerce/ Master's Degree in Social Work (MSW) / 2 years PG Diploma in Management/MBA from a recognized University/ Institute.

**Experience:** 01 year of post-qualification work experience in Entrepreneurship/Livelihood/Skilling Sector.

- Experience in proposal development, project execution, monitoring and evaluation, content management, reporting.
- Experience in academic or teaching in the area of entrepreneurship development.
- Experience in the implementation of Training Programmes.
- Experience in drafting internal and external communication with respect to social initiatives with various Ministries.

## 7.2 Experience, Age and Remuneration:

Name of the Position	Experience in Years*	Upper Age (limit)	Remuneration (in Rs.)
Senior Consultant	15 and above	65	1,76,000-2,15,000
Consultant Grade-2	8-15	50	1,21,000-1,75,000
Consultant Grade -1	3-8	45	80,000-1,20,000
Young Professional	1-3	32	60,000

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

**NOTE:** The Consultants Grade-2/Consultants Grade-1 can apply for a higher Consultancy position in NIESBUD competing with external candidates provided they meet the eligibility criteria for the higher Consultancy positions that are advertised.

The HR Committee shall fix the consolidated remuneration for the positions of Senior Consultants, Consultants Grade-2 and Consultants Grade-1 based on experience and qualification and with reference to last pay drawn subject to 10% pay protection within the pay range of the approved Position/ Grade. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

7.3 (a) In case the duration of the Consultancy Contract is for more than one year, the remuneration of Individual Consultants may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on their performance during the year after the recommendation of the Performance Review Committee to be constituted duly approved by the Director General (DG), NIESBUD, as per the following criteria:-

Performance	Enhancement in remuneration
Individual Consultants who made significant contribution in their domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned/specific task.	Upto 10% of the remuneration with the approval of DG, NIESBUD

7.3 (b) Total enhancements in remuneration shall not exceed 10% annually in any case.

7.3 (c) In no case shall the remuneration of any Individual Consultant shall exceed 30% of the initial remuneration.

**8. Travel Entitlement:** The Individual Consultant may require to undertake domestic official tours with due approval and they will be allowed the following reimbursement of or grant of advance for official expenditure as per the rates issued by Department of Expenditure, Ministry of Finance.

<b>Name of the Position</b>	<b>Mode of Journey</b>	<b>Reimbursement of Hotel, Taxi and Food Bills</b>
Senior Consultant	Air in Economy Class or by Rail in AC-2 Tier	Hotel accommodation of up to Rs. 4500 per day; taxi charges of up to 50 Kms within the city and food bills not exceeding Rs. 1000/- per day shall be allowed (Level 12-13)
Consultant Grade-2	Air in Economy Class or by Rail in AC-2 Tier	Hotel accommodation of up to Rs. 4500 per day; taxi charges of up to 50 Kms within the city and food bills not exceeding Rs. 1000/- per day shall be allowed (Level 12-13)
Consultant Grade -1	Air in Economy Class or by Rail in AC-2 Tier	Hotel accommodation of up to Rs. 4500 per day; taxi charges of up to 50 Kms per day within the city and food bills not exceeding Rs. 1000/- per day shall be allowed (Level 12-13)

Young Professional	Air in Economy Class or by Rail in AC-2 Tier	Hotel accommodation of up to Rs. 2250 per Day; taxi charges of up to Rs. 338/- per day of travel within the city and food bills not exceeding Rs. 900/- per day shall be allowed (Level 9-11)
Support Staff / Office Executive	By Rail in AC-2 Tier	Hotel accommodation of up to Rs. 2250 per Day; taxi charges of up to Rs. 338/- per day of travel within the city and food bills not exceeding Rs. 900/- per day shall be allowed (Level 9-11)

## 9. SELECTION PROCESS:

The selection of Individual Consultants shall be made in accordance with the provisions contained in GFR-2017 (Rule 177 to 195) and the Manual for Procurement for Procurement for Consultancy and Other Services 2022 (Clause 7.2) as amended from time to time.

### Individual Consultants

- I. The requirement of Contractual Resource Persons/Consultants will be assessed based on the need for smooth operation as well as the enhanced activities of the Institute.
- II. The numbers and level at which the contractual resources are proposed to be hired, their eligibility conditions, service conditions, remuneration, etc. are to be approved by the Executive Committee (EC) of NIESBUD or as per powers delegated by its Governing Bodies. Approval of the EC will be required for engagement of Contractual Resource Person/Consultant for the period of more than one year and for engagement of one year or shorter duration in emergent cases, prior approval of DG, NIESBUD will be mandatory without any further extension beyond one year.

- III. As per the need assessed, the Contractual Resource Person/ Consultant will be appointed initially for a period of up to three years. The contract may be extended further annually for one-year at a time based on the performance and the requirement of the Institute, after obtaining the prior approval of the EC of NIESBUD. Extensions beyond three years up-to five years should be with the approval of EC, NIESBUD.
- IV. Director, NIESBUD will assess the positions as per need, prepare the proposal, clearly defining the roles and responsibilities, functions, and scope of work, and other criteria against the position and place it before the EC of NIESBUD for approval.
- V. All positions will be advertised in two reputed daily newspapers and on the website of the Institute concerned and the Ministry website. The Institute will receive the applications for the concerned position through application portal available at their respective Institute's website, only.
- VI. An HR Committee will be notified for screening, short-listing and interviewing the candidates.
- VII. The HR Committee will comprise of the following members:
  - i. Director NIESBUD-as the Chairperson of the Committee.
  - ii. Section Head(s) or one Senior Officer of NIESBUD to be nominated by the Chairperson of the Committee.
  - iii. Subject Matter Expert (SME) from outside of NIESBUD to be nominated by the Chairperson of the Committee.
  - iv. One Officer not below the rank of Director from Ministry of Skill Development and Entrepreneurship (MSDE) to be nominated by the AS/JS of Entrepreneurship Division.
  - v. One Officer to be nominated from NSDC.
- VIII. The recruitment process will comprise of the following activities:
  - i. Scrutinizing the applications for short-listing as per the approved and advertised eligibility criteria. Applicants will be asked to submit self- attested photocopies of supporting documents of eligibility criteria and experience along with the application through online mode only.
  - ii. Preparing the list of shortlisted candidates after thorough

scrutiny of the applications and the self-attested photocopies of supporting documents submitted along with the applications.

iii. Conducting the interview/ viva of the shortlisted applicants by the HR Committee.

iv. Preparing the merit list of the selected candidates.

IX. The HR Committee will submit the result of the selection to the DG, NIESBUD for approval. After the approval, necessary engagement order will be issued.

X. Director shall ensure that the original documents are properly checked before issuing engagement order/signing of contract to the selected candidates.

XI. Director will sign the contract agreement with the selected candidates. The contract agreement shall be legally vetted before signing.

XII. The terms and conditions of the contract will broadly encompass:

- Roles and responsibilities associated with the post.
- Consolidated pay per month.
- Minimum expected performance.
- Location of employment.
- Termination Clause.

XIII. The performance evaluation of the Contractual Resource Persons/ Consultants will be conducted on a half-yearly basis. An Indicative Performance Evaluation Form is placed at *Annexure-A*.

**9.1 Support Staff would be engaged on contract/outsourcing basis** through service provider firm chosen through open competitive bidding in accordance with Rule 149 of GFR 2017 in GeM Portal. The support staff would be paid the minimum wages as admissible to the category of support staff. Yearly increment would be given from the 1<sup>st</sup> July each year in accordance with the average twelve monthly increase in the Consumer Price Index for Industrial workers. Further, payment of statutory social security contributions (EPF, ESIC etc) will be governed by extant guidelines on the subject.

**9.2 Hiring of Manpower from Consultancy firms** will be carried out in accordance with Rule 149 of GFR 2017 through the bidding

process in GeM Portal for those category of Support Staff to be engaged as Office Executive with estimated remuneration in the range of Rs. 35,000 – 50,000. For this sub-category, the following would be the requirements:

i. Bachelor's Degree from a recognized University/ Institute with at least 05 years of experience in the area of Entrepreneurship/ Livelihood/Skilling Sector

or

ii. 02 Years PG Diploma in Management/MBA from a recognized University/ Institute.

**10. Remuneration:** The consolidated remuneration will be released by NIESBUD within one week after completion of the month based on the biometric attendance registered by the Individual Consultant or on certification by the Director, NIESBUD in case the Individual Consultant has been deputed to other place.

**11. Leave:** Individual Consultants shall be entitled to leave of 12 days in a year with no accumulation of leave beyond a calendar year on pro-rata basis. Unavailed leaves cannot be carried forward to the next year. Further, leave up to one month may be considered without remuneration with the approval of DG, NIESBUD. However, in exceptional cases for professional development, training etc., this condition may be relaxed by DG, NIESBUD.

11.1 Holidays observed at NIESBUD will be applicable to the Consultants.

11.2 Consultants need to inform the Director NIESBUD or their Reporting Officer for any leave. In case of a half day leave, a Consultant is required to spend a minimum of 4 office hours at office.

11.3 Leave can be refused, revoked, curtailed by NIESBUD based on exigencies.

11.4 Women Consultant with a minimum tenure of 21 weeks 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-1 dated 12<sup>th</sup> April, 2017.



12 **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 NIESBUD will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The NIESBUD undertakes no liability for taxes or other contribution payable by the Individual Consultant on payments made under this Consultancy Contract.

13 Payment of statutory social security contributions (EPF, ESIC etc) will be governed by extant orders on the subject as issued by the Ministry of Labour and Employment from time to time.

14 **Police Verification:** Police verification of the Individual Consultants shall be done as per the latest instructions issued by Ministry of Home Affairs (MHA). In case the police verification is received as negative, the Consultancy Contract of Individual Consultant shall cease to exist with immediate effect without any notice.

15 A Non Disclosure Agreement shall be signed by all Consultants who should pledge to hold the interest of NIESBUD paramount during their engagement.

16 **Training:** After joining, a minimum of three to five days induction training would be organized for all Individual Consultants.

17 All Consultants shall be eligible for identity cards from NIESBUD

18 **Relaxation/Modifications:** Where the Executive Committee of NIESBUD is of the opinion that it is necessary or expedient to do so, relax/modify any of the provisions of these guidelines.

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## **Format of Consultancy Contract for the engagement of an Individual Consultant**

File No:

Dated:

This contract is entered into on [insert date], between NIESBUD and  
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.....(here inafter referred to as "the Individual Consultant") whose address is.....

WHEREAS NIESBUD desires to engage the Individual Consultant on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Consultant is ready and willing to accept this Consultancy with NIESBUD on the said terms and conditions.

AND WHEREAS this contract and Annexure(s) to this contract constituting its integral part are collectively referred to as "Consultancy Contract".

NOW, THEREFORE, the Parties hereby agree as follows:

### **I. Nature of engagement**

The Individual Consultant shall perform the functions as described in the Terms of Reference which form an integral part of this Consultancy.

### **2.Duration**

This Consultancy shall commence on [insert date], and shall expire upon satisfactory completion of the engagement described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Consultancy contract. He/she is designated as [Insert Consultants or Senior Consultants or Young Professionals]. This Consultancy is further subject to the conditions mentioned in the "HR Policy of NIESBUD-2024".

### **3.Remuneration**

A consolidated remuneration of Rs.....per month inclusive of all applicable taxes shall be paid to the Individual Consultant subject to satisfactory performance. If unforeseen travel outside the Duty Station is requested by NIESBUD, and upon prior written agreement, such travel shall be at

NIESBUD's expense and the Individual Consultant shall receive advance/reimbursement as prescribed in HR Policy of NIESBUD-2024.

#### **4. Rights and Obligations of the Individual Consultant**

The rights and obligations of the Individual Consultant are strictly limited to this Consultancy Contract on work allocation/reporting etc. Accordingly, the Individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Consultancy 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 Consultancy, and under no circumstances shall NIESBUD be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Consultancy Contract. By signing below, I, the Individual Consultant, acknowledge and agree that I have read and accept the terms of the Consultancy Contract. The Individual Consultant has submitted a Statement of Good Health and form for Police Verification.

AUTHORIZING OFFICER  
NIESBUD

INDIVIDUAL CONSULTANT

Name:  
Signature:  
Date:  
Place:

Name:  
Signature:  
Date:  
Place:

**Annexure-A**  
**Performance Evaluation Form (Half-yearly basis)**

<b>Name</b>	
<b>Designation</b>	
<b>Date of Joining</b>	
<b>Period of Assessment</b>	

**Part A: Role Assessment (to be filled by the Contractual Resource Person/ Consultant)**

Please list your key deliverable and achievement (and constrains if any) for the last six months.

<b>Key Deliverable</b>	<b>Achievement/Constrains if any</b>

Date:     /     /

(Signature of the Contractual Resource Person/ Consultant)

Place:

Name:

**Part B: To be filled by Performance Evaluator/Reviewer**

(Please provide the rating on a scale of 1-5)

**1. Evaluation of the Competencies by the Contractual Resource Person/ Consultant and Reviewer:**

<b>Competency</b>	<b>Contractual Resource Person/ Consultant Rating</b>	<b>Evaluator/ Reviewer's Rating</b>
<b>Job competence/ professional knowledge:</b> <ul style="list-style-type: none"><li>• Subject Knowledge</li><li>• Relevant Knowledge and Practical approach towards work</li></ul>		
<b>Management of work:</b> <ul style="list-style-type: none"><li>• Planning and Organizing</li><li>• Emphasis on problem solving</li><li>• Relationship with peers, superiors and Sub-ordinates</li></ul>		
<b>Communication and team work:</b> <ul style="list-style-type: none"><li>• Clarity in oral and written expression</li><li>• Willing to seek as well as give support</li><li>• Willingness to share Knowledge and Experience</li></ul>		
<b>Attitude:</b> <ul style="list-style-type: none"><li>• Dependability and Integrity</li><li>• Approach to work and people</li><li>• Willingness to listen, discuss and be participatory</li></ul>		
<b>Overall Rating (Average rating of the 04 Competencies as above)</b>		

**(Rating scale)**

<b>Rating</b>	<b>Rating</b>
Outstanding	4-5
Above Expectation (AE)	3-3.9
Met Expectation (ME)	2-2.9
Need Improvement	1-1.9
Did not Meet Expectation (DME)	Below 1

**2. Contractual Resource Person/ Consultant**

**Comments on overall performance and potential:**

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**3. Evaluator/Reviewer**

**Comments on overall performance and potential:**

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**Signature of Contractual  
Resource Person/Consultant**

**Signature of Reviewer**

**Name:**

**Designation:**

**Date:**

**Name:**

**Designation:**

**Date:**