

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

Dated: 1st August, 2018

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 11.11.2016 and "Procedure and Guidelines for engagement of Young Professionals" dated 23.07.2015 and RAs guidelines dated 17.08.2016, 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, participative 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 inhouse 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

