Subject: Memorandum of procedure and guidelines for appointment to various posts in Flexi Pool in NITI Aayog.

A Flexi pool of 54 posts is created within the NITI Aayog to bring in outside expertise and for undertaking special projects/studies or to support any of the existing verticals as per the requirement. In order to fill up post under the Flexi pool following guidelines and procedures are framed. These guidelines will come into effect from the date of issue.

1. Name and Number of posts

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the posts</th>
<th>Sanctioned Strength*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sr. Adviser/Adviser</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>Joint Adviser/Deputy Adviser</td>
<td>19</td>
</tr>
<tr>
<td>3</td>
<td>Sr Research Officer/Research Officer/Economic Officer</td>
<td>28</td>
</tr>
</tbody>
</table>

* subject to variation depending upon the workload.

2. Pay:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the posts</th>
<th>Level and Pay Matrix for Deputation (ISTC)</th>
<th>Consolidated Pay/month (fixed) for contractual appointment**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sr. Adviser</td>
<td>Level-15 : Rs. 182200-224100</td>
<td>Rs. 330000</td>
</tr>
<tr>
<td>2</td>
<td>Adviser</td>
<td>Level-14 : Rs. 144200-218200</td>
<td>Rs. 265000</td>
</tr>
<tr>
<td>3</td>
<td>Joint Adviser</td>
<td>Level-13 : Rs. 123100-215900</td>
<td>Rs. 220000</td>
</tr>
<tr>
<td>4</td>
<td>Deputy Adviser</td>
<td>Level-12 : Rs. 78800-209200</td>
<td>Rs. 145000</td>
</tr>
<tr>
<td>5</td>
<td>Sr. Research Officer</td>
<td>Level-11 : Rs. 67700-208700</td>
<td>Rs. 125000</td>
</tr>
<tr>
<td>6</td>
<td>Research Officer</td>
<td>Level-10 : Rs. 56100-177500</td>
<td>Rs. 105000</td>
</tr>
<tr>
<td>7</td>
<td>Economic Officer</td>
<td>Level-7 : Rs. 44900-142400</td>
<td>Rs. 85000</td>
</tr>
</tbody>
</table>

** Officers appointed on contract basis would not be entitled to residential accommodation, official transport, leave encashment or any other allowances as admissible to a regular government employee. Leave rules applicable to a regular Government employee will not be applicable to a contractual appointee. However, a contractual appointee will be entitled to 8 days leave on pro-rata basis in a calendar year.
3. **Mode of Recruitment and field of selection:** All posts shall be filled by Deputation (including short term contract)/ Contract. The requirement of NITI Aayog will be advertised from time to time on its website as well as in at least one newspaper (both Hindi and English).

3.1 **Deputation (including short-term contract):** From amongst Officers under the Central Government or State Governments or Union territory Administrations (including their attached and subordinate offices) or Universities or Recognized Research Institutions or Public Sector Undertakings or Semi-Government or Statutory or Autonomous Organizations; who are –

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the posts</th>
<th>grades from which deputation/transfer to be made</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sr. Adviser</td>
<td>a) (i) Holding analogous posts on regular basis in the parent cadre or department; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) with three years regular service in Level – 14 in Pay Matrix and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) possessing the educational qualifications and experience as mentioned in para-4 below.</td>
</tr>
<tr>
<td>2</td>
<td>Adviser</td>
<td>a) (i) Holding analogous posts on regular basis in the parent cadre or department; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) with two years regular service in Level – 13A in Pay Matrix</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iii) with three years regular service in Level – 13 in Pay Matrix and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) possessing the educational qualifications and experience as mentioned in para-4 below.</td>
</tr>
<tr>
<td>3</td>
<td>Joint Adviser</td>
<td>a) (i) Holding analogous posts on regular basis in the parent cadre or department; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) with five years regular service in Level – 12 in Pay Matrix and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) possessing the educational qualifications and experience as mentioned in para-4 below.</td>
</tr>
<tr>
<td>4</td>
<td>Deputy Adviser</td>
<td>a) (i) Holding analogous posts on regular basis in the parent cadre or department; or</td>
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<tr>
<td></td>
<td></td>
<td>(ii) with five years regular service in Level – 11 in Pay Matrix and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) possessing the educational qualifications and experience as mentioned in para-4 below.</td>
</tr>
<tr>
<td>5</td>
<td>Sr. Research Officer</td>
<td>a) (i) Holding analogous posts on regular basis in the parent cadre or department; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) with five years regular service in Level – 10 in Pay Matrix and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) possessing the educational qualifications and experience as mentioned in para-4 below.</td>
</tr>
<tr>
<td>6</td>
<td>Research Officer</td>
<td>a) (i) Holding analogous posts on regular basis in the parent cadre or department; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) with three years regular service in Level – 7 in Pay Matrix and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) possessing the educational qualifications and experience as mentioned in para-4 below.</td>
</tr>
<tr>
<td>7</td>
<td>Economic Officer</td>
<td>a) (i) Holding analogous posts on regular basis in the parent cadre or department; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) with five years regular service in Level – 6 in Pay Matrix and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) possessing the educational qualifications and experience as mentioned in para-4 below.</td>
</tr>
</tbody>
</table>
Note: Terms and conditions of Deputation for Government/Public Sector employees will be as per DOP&T Guidelines and Circulars issued from time and time and amended up to date.

3.2 **Contract:** Individuals working at comparable levels in Private Sector Companies, Consultancy Organisations, International/Multinational Organisations and possessing the broad essential educational qualifications, age and experience as mentioned in para-4 below. Core area of specialization/experience and the exact requirement of Educational Qualification may be specified/indicated at the time of issue of advertisement.

4. **Educational Qualifications, Age and Experience:**

4.1 For Sr. Adviser/Adviser/Jt. Adviser/Dy. Adviser/Senior Research Officer/Research Officer

a) **Essential Educational Qualification**

Masters' Degree in any discipline or MBBS or Degree in Engineering or Technology from a recognized University or Passed in Sections A and B of the Institution Examinations of the Institute of Engineers (India) or Post Graduate Diploma in Management (Two years)

b) **Desirable Educational Qualification:**

Doctorate in any discipline or Master's Degree in Engineering.

4.2 For Economic Officer

a) **Essential Educational Qualification**

Post Graduate Degree in Economics or applied Economics or Business Economics or Econometrics from a University incorporated by an act of the Central or State legislature in India or other educational institutes established by an act of Parliament or declared to be deemed as university under section 3 of the University Grants Commission Act, 1956 or a foreign university approved by the Central Government from time to time; and of a recognized University or equivalent.

4.3 **Age and Experience:** Age and post qualification work experience (which shall include up to 3 years for Ph.D. provided no work experience is counted during those 3 years) in formulation, appraisal, execution/implementation, research, monitoring and evaluation of policy, programme or projects is required as per following table.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the posts</th>
<th>Age (for contractual appointment)</th>
<th>Minimum post qualification experience in years***</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sr. Adviser</td>
<td>Not less than 40 years but not exceeding 52 years</td>
<td>18</td>
</tr>
<tr>
<td>2</td>
<td>Adviser</td>
<td>Not less than 35 years but not exceeding 50 years</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td>Joint Adviser</td>
<td>Not less than 33 years but not exceeding 50 years</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Deputy Adviser</td>
<td>Not less than 30 years but not exceeding 50 years</td>
<td>8</td>
</tr>
</tbody>
</table>
5. **Sr. Research Officer** Not less than 26 years but not exceeding 40 years 5
6. **Research Officer** Not less than 26 years but not exceeding 35 years 3
7. **Economic Officer** Not less than 26 years but not exceeding 30 years 2

***Age and experience shall be counted as on the last date of receipt of the application***

5. **Tenure:** Initially up to 3 years, which can be extended up to 5 years, depending on the requirements or till the age of 60 years, whichever is earlier.

6. **General Conditions of Service for contractual appointees:**

6.1 All appointees shall be deemed to be Public Servants for the purpose of the CCS (Conduct) Rules and such other Statutes as notified by the Government from time to time. Those recruited on contract basis have to execute an agreement as per Annexure. The employment contract can be terminated by either side with a minimum notice period of one month or pay in lieu thereof.

6.2. No person shall be appointed on Contract unless he/she is declared medically fit by a Medical Board to be constituted by the Central Government for this purpose unless he/she has already been declared fit by an equivalent authority.

6.3 In the event of the death, injury or illness of the officer appointed on Contract which is attributable to the performance of services on behalf of NITI Aayog under the terms of the Contract while the officer is traveling at NITI Aayog expense or is performing any services under the Contract in any of the offices or premises of NITI Aayog or Government of India, the Officer or the Officer’s dependents, as appropriate, shall not be entitled to any compensation.

7. **Disqualification.**

No person, -

(a) who has entered into or contracted a marriage with a person having a spouse living;

or

(b) who, having a spouse living, has entered into or contracted a marriage with any person,

shall be eligible for appointment to the said post:

Provided that the Central Government may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from the operation of these rules.

8. **Screening/ Selection Committee:**

8.1 All the applications will be scrutinized by a Screening Committee consisting of the following and shortlist the candidates in the ratio of 1:5 for personal talk with the Selection Committee.

a) Chief Executive Officer NITI Aayog – Chairman
b) Two Officers (one level above to the post for which selection is to be made) to be nominated by Vice-Chairman - Members

Note: The criteria for screening may be devised by the Screening Committee.

8.2 Selection shall be made after holding a personal talk with the shortlisted candidates to assess their suitability for the post by the Committee consisting of the following:-

(a) Member in charge of concerned subject in the NITI Aayog - Chairman
(b) Chief Executive Officer NITI Aayog - Member
(c) Three experts as Members from outside the NITI Aayog to be nominated by the Vice Chairman, NITI Aayog from amongst the following:-

Secretary in the Ministry or Department of Government of India dealing with the sector /Persons equal in status to Secretary to the Government of India from any Ministry or Department or Public Undertakings/ Professors of distinction in the relevant institutions.

Note: The criteria for selection may be devised by the Selection Committee.

8.2 Approval of Vice Chairman, NITI Aayog shall be obtained on the recommendations of the Selection Committee. In addition, approval of the Appointments Committee of the Cabinet shall be obtained, wherever applicable, to the recommendation of the Selection Committee.

9. Power to relax.

Where the Chairman, NITI Aayog 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 with respect to any class or category of persons.

(Dinesh Kochher)
Under Secretary to the Govt. of India

To

1. PS to Vice Chairman
2. PS to MoS(IC), Ministry of Planning
3. PS to Member (BD)
4. PS to Member (VKS)
5. PS to Member (RC)
6. PS to Member (VKP)
7. Sr.PPS to CEO
8. PS to Adviser (Admn)
9. All Advisers in NITI Aayog
10. Director (Admn.)
11. DS (Admn III & IV)
12. NIC (for circulation through mail in NITI Aayog)
ARTICLES OF AGREEMENT made this...... day of Two Thousand and Eighteen BETWEEN
.................................. son of/daughter of Shri. ................................... at present residing at ....... ....... Here in after
referred to as party of the first part and the PRESIDENT OF INDIA (HEREINAFTER CALLED "THE
Government") of the second part.

WHEREAS it has been agreed between the parties that the party of the first part shall be appointed
as the.............In the .................with effect from the forenoon/afternoon of .................for a
period of...... years or until further orders on contract basis on the terms and conditions herein
contained.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS;

1. The Government has agreed to engage the party of the first part and the party of the first part has
agreed to serve the Government as <Designation> in the NITI Aayog with effect from the
forenoon/afternoon of <Date> of a period of .......... years or until further orders, whichever is earlier,
on contract basis on the terms and conditions herein contained. The party of the first part shall submit
himself to the orders of the Government and of the officers and authorities under whom he may
from time to time be placed by the Government and shall remain in the service subject to the
provisions herein contained.

2. The party of the first part shall devote his whole time to his duties and shall, whenever required,
proceed to any part in or outside India and perform such duties as may be assigned to him by the
Government.

3. The appointment of the party of the first part as <Designation> in the NITI Aayog shall continue for
a period of ...... ... years or until further orders of the Government, whichever is earlier, subject to the
provisions contained in the following clause 4.

4. The service of the party of the first part may be terminated by giving one calendar month notice in
writing any time during the terms of the appointment under this agreement either by the party of
the first part to the Government or by the Government or its authorized officer to the party of the
first part without assigning any reasons whatsoever.

5. Remuneration:

i. The party of the first part shall, from the forenoon/ afternoon of .......... receive a
consolidated monthly pay of Rs.............. (Rupees only).
ii. The party of the first part shall not be entitled to a residential accommodation, official transport, leave encashment or any other allowances as admissible to a regular Government employee. Leave rules applicable to a regular Government employee will not be applicable to a Contractual appointee. However a contractual appointee will be entitled to 8 days’ leave on a pro-rata basis in a calendar year.

6. If the party of the first part is required to travel in the interest of the public service, he shall be entitled to traveling allowance on the scale provided for in the rules supplementary to the Fundamental rules framed by the Government from time to time in force and applicable to the officers of his class.

7. In the event of the death, injury or illness of the officer appointed on Contract which is attributable to the performance of services on behalf of NITI Aayog under the terms of the Contract while the officer is traveling at NITI Aayog expense or is performing any services under the Contract in any of the offices or premises of NITI Aayog or Government of India, the Officer or the Officer’s dependents, as appropriate, shall not be entitled to any compensation.

8. The party of the first part will not be allowed to join any retirement scheme of the Government of India.

9. In respect of any matter relating to the conduct, discipline and other conditions of service and in respect of which no provisions has been made in this agreement, the provisions of the C.C.S. (Conduct) Rules, 1964 and C.C.S. (C.C.A.) Rules 1965, or any other rules made or deemed to be made under article 309 or contained under article 313 of the constitution shall apply to the party of the first part to the extent to which they are applicable to the service hereby provided for and the decision of the Government as to their applicability shall be final.

10. Disclosure/Conflict of Interest – The party of the first part declared that:

"he/she has no conflict of interest with or pecuniary interest that he/she could derive by working in this assignment with the Government of India"

or

details of the conflict/pecuniary interest are furnished below-

11. The stamp duty payable on this agreement shall be borne by the Government.

IN WITNESS WHEREOF the party of the first part and Second part have hereunto set and subscribed their respective hands the day, the month and year first above written.

Executed by Shri at .........

in the presence of:-
Witness (1).
Name:
Designation.
Address.
Executed for and on behalf of the President of India by ..................
at New Delhi in the presence of:-

Witness (2).
Name.
Designation.
Address.