

NATIONAL COMMISSION OF SCHEDULED TRIBES

Subject: Procedure and guidelines for engagement of Consultants/ Senior Consultants/Young Professionals in National Commission for Scheduled Tribes.

In supersession of "Procedure and Guidelines for engagement of Consultants/ Senior Consultants in National Commission for Scheduled Tribes (henceforth mentioned as Commission)," dated 22.06.2018 the following guidelines and procedures are being prescribed for engagement of Consultants/Sr. Consultants/Young Professionals in Commission 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 Research at Commission:

1.1. The National Commission for Scheduled Tribes (hereinafter called the Commission) has been constituted under Article 338A of the Constitution of India as amended by the Constitution (Eighty-Ninth Amendment) Act, 2003.

In the Article 338A(4) the following provision has been made:

“The Commission shall have the power to regulate its own procedure.”

By exercising this Constitutional powers conferred on the Commission the Rules of Procedure has been framed by the Commission to regulate its own procedure and as per the Rule 36 of the Rules of Procedure the Commission would undertake **Research /Studies /Survey /Evaluation.**

- 1.1.1. The Commission may undertake studies to evaluate the impact of the development schemes on the socio-economic development of the Scheduled Tribes taken up by the Union or State Governments/UTs. For this purpose, the Commission may constitute Study Teams either at the Headquarters or at the Regional offices. The Study Teams may undertake investigations, surveys or studies either in collaboration with Central or State Govt. authorities or Universities or Research Bodies, as the case may be, or may do so independently.
- 1.1.2. The Commission may entrust surveys or evaluation studies to any professional body or person considered suitable and competent to undertake such work and, for this purpose, may make any reasonable payment to such body or person towards the cost of the study by way of fee or grant.
- 1.1.3. The studies so undertaken, or their gist may form part of the Annual or Special Report of the Commission to be presented to the President or may be published separately by the Commission.
- 1.1.4. The Commission may forward a copy of such a study report to the Union or the State Governments/UTs concerned, as the case may be, asking for their comments, if any. The comments or action taken reports by the Union/State Governments/UTs may also form part of the Annual Report of the Commission.
- 1.2. In order to carry out the above mentioned Constitutional mandate, which requires greater flexibility in hiring of personnel. It is essential to have the Young Professionals/Consultants/Sr. Consultants who possess the requisite skill set. These Young Professionals/Consultants/Sr. Consultants will be expected to deliver in such areas where in-house expertise is not readily available within the framework of National Commission of Scheduled Tribe. They should be high quality professionals, capable of lending their expertise in the fields such as :-

- 1) Scheduled Tribes,
- 2) Particularly Vulnerable Tribes,
- 3) Nomadic Tribes.
- 4) Semi-Nomadic Tribes,
- 5) De-Notified Tribes,
- 6) Reservation Policy & Issues related to the STs,
- 7) Forest Rights Act,
- 8) SC/ST PoA Act, IPC, CrPc,
- 9) Land Related issues of the STs/ Land Alienation/ Transfer Issues,
- 10) Rehabilitation & Resettlement (R&R) Policy,
- 11) Tribal Culture,
- 12) Mines & Minerals (Development & Regulation) Act- MMDR Act w.s.r.t.- District Mineral Foundation (DMF),
- 13) CFR- Community Forest Right,
- 14) CAMPA- Compensatory Afforestation Fund Act, 2016,
- 15) PESA- Panchayat Extension to Scheduled Areas,
- 16) Anthropological Issues related to the STs
- 17) Financial Inclusion of STs,
- 18) Office Administration & Establishment,
- 19) Economics,
- 20) Finance,
- 21) Education,
- 22) Public Health,
- 23) Social Sciences,
- 24) Scheduled Tribes Component (STC) (Earlier called as Tribal Sub Plan-TSP),
- 25) Legal & Constitutional Matters,
- 26) Any other subject related to the Scheduled Tribes.

2. Definitions:-

- 2.1. "Individual consultant or service provider" means Young Professional or Consultant Grade-1 or Consultant Grade-2 or Senior Consultant depending upon the desirable experience as per the requirement of the Commission. 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.
- 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/ Research/ Surveys, 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-a-vis, the Commission and shall not be regarded, for any purposes, as being either a "staff member" of Commission, or an "official" of Commission. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee or of principal and agent, between the Commission 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 the Commission 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 the Commission and the individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of the Commission. 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 the Commission. 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 the Commission 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 the Commission to the individual Consultant for the performance of any obligations under the Contract shall rest with the Commission, and any such equipment shall be returned to the Commission at the conclusion of the Contract or when no longer needed by the individual Consultant. Such equipment(s), when returned to the Commission, 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 Commission for any damage or degradation of the equipment that is beyond normal wear and tear.

- 3.3.2. The Commission 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 the Commission 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 the Commission. 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 the Commission, shall be made available for use or inspection by the Commission at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to Commission 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 Commission, 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/her 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/her by the Commission.
- 3.5. **Use of Name, Emblem or Official Seal of the Commission:** Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with Commission, nor shall the individual consultant, in any manner whatsoever, use the name, emblem or official seal of Commission, or any abbreviation of the name of Commission, in connection with its business or otherwise without the written permission of the Commission.
- 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. The Commission 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 the Commission.
- 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 the Commission under the terms of the contract while the individual consultant is traveling at Commission expense or is performing any services under the Contract in any offices or premises of Commission 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 the Commission 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 Commission 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 Commission.

3.10. **Settlement of Disputes:** The Commission and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

3.11. **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 Vice Chairperson, National Commission for Scheduled Tribes for arbitration. The Chairperson, National Commission for Scheduled Tribes may appoint an arbitrator for the settlement of the controversy.

3.12. **Conflict of interest:** The individual Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. He/she will be expected to display utmost honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of the individual Consultant are not found satisfactory or found in conflict with the interests of the Commission, his/her services will be liable for discontinuation without assigning any reason.

4. Terms of reference :

4.1. Heads of verticals are responsible for ensuring that detailed terms of reference describing the work to be performed are prepared well in advance of the engagement of the individual consultant and submit it in Annexure-I in a timely manner to the executive or administrative office for processing.

4.2. The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.

5. General Terms & Conditions

- 5.1. **Tenure:** Individual consultants will be engaged for a fixed period but not exceeding 3 years for providing high quality services on specific projects as per requirement of the verticals. However, their continuation in their respective position beyond the first and subsequent years, would be contingent on a satisfactory Annual Performance Review.
- 5.2. Professionals with requisite qualification and desirable experience as prescribed would be hired as individual Consultants. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Government servants. However, a retired Govt. servant can be hired as consultant through a competitive process and their remuneration would be regulated as per the Office Memorandum of F. No. 3-25/2020-E.IIIA dated 9th December, 2020 issued by the Department of Expenditure, Ministry of Finance, Govt. of India.
- 5.3. The individual Consultants may be appointed on parttime or full-time basis. The Consultants appointed on fulltime basis would not be permitted to take up any other assignment during the period of Consultancy with the Commission.

6. Educational Qualifications, Age, Experience/Desirable Experience and Remuneration:

- 6.1. **Educational Qualification:** In general following qualifications are required; however, any specific Educational Qualifications may be prescribed as per actual requirement.
- 6.1.1. **Essential** - Master's Degree in relevant subject (s) preferably M.S.W.
- 6.1.2. **Desirable** - Persons with M. Phil., Ph. D, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.
- 6.2. **Experience/Desirable Experience, Age and Remuneration:**

Name of the Position	Experience Desirable/ Experience / in Years*	Upper Age (limit)	Remuneration (Rs)
Young Professional	1	32 Years	60000
Consultant	3 to 8	45 Years	80000-125000
Sr. Consultant	8 to 15	50 Years	125000-225000

*Experience in Years for Ph.D. holder, provided no work experience is counted during those 3 years.

- 6.3. The regulation of remuneration in case of contract appointment of retired Central government employee as per OM No F. No. 3-25/2020-E IIIA, Department of Expenditure, Ministry of Finance.
- 6.4. The Consultation Evaluation Committee shall fix the consolidated remuneration for the positions of Consultant /Sr. Consultant. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.
- 6.4.1. In case the contract is for more than one year, the remuneration may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on his/her performance during the year after the recommendation of the Review Committee to be constituted duly approved by the Chairperson, National Commission for Scheduled Tribes.

7. **TA/DA-** The individual consultant may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA:-

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Young Professional/ Consultant	Air in Economy Class or by Rail in AC II tier	Hotel accommodation of up to Rs. 2000/- per day; taxi charges of up to Rs. 500/- per day for travel within the city and food bills not exceeding Rs. 900/- per day shall be allowed.
Sr. Consultant	Air in Economy Class or by Rail in AC II tier	Hotel accommodation of up to Rs. 4000/- per day; taxi charges for AC taxi up to 50 Kms within the city and food bills not exceeding Rs. 800/- per day shall be allowed.

8. SELECTION PROCESS

- 8.1. 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.
- 8.2. The requirement of the Commission will be advertised from time to time on its website and / or Newspaper.
- 8.3. The applications received shall be placed before a Screening Committee with following composition:

Member (To be nominated by Chairperson)	Chairperson
External person (To be nominated by Chairperson)	Member
Joint Secretary	Member

- 8.4. The Screening Committee shall shortlist the applicants and recommend a panel of at least 3 eligible candidates per vacancy.
- 8.5. The panel of Shortlisted applications shall be placed before a Consultancy Evaluation Committee with following composition.

Vice Chairperson	Chairperson
Member (To be nominated by Chairperson)	Member
External person (To be nominated by Chairperson)	Member
Secretary	Member

- 8.6. The Chairperson, National Commission for Scheduled Tribes may nominate any external person in Screening Committee and Consultancy Evaluation Committee on case-to-case basis.
- 8.7. The CEC may devise its own method for selection of suitable candidates as per the requirement. The CEC may recommend a panel of names for keeping in reserve list with validity.
- 8.8. In certain exceptional cases, with the approval of the Chairperson, National Commission for Scheduled Tribes selection from a single source as per GFR 2017 may also be considered.

- 8.9. The Commission may also hire consultants on secondment basis under Rule 194 of GFR, 2017 from established Research Organizations, Universities, Educational Institutions, including but not limited to IITs, IIMs, AIIMS, National Law Universities and other Research Institutions like TRIs, ICAR, PSUs and Government Organizations. In exceptional cases, individuals can also be hired on secondment basis from Private institutions/organizations/Think tanks like ICRIER, FICCI, CII with the approval of Chairperson. 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 as per direction of Secretary (Expenditure), Ministry of Finance vide D.O. No. 23(1) E. Coord/2017 dated 4th December 2017.
- 8.10. **Payment:** The payment will be released by the Commission within one week after completion of the month.
9. **Leave -** The individual Consultants shall be entitled to leave of 8 days in a year on pro-rata basis. 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 the Chairperson, National Commission for Scheduled Tribes. 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 5-36012/03/201S-SS-1 dated 12th April, 2017.
10. **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 Commission will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the individual Consultants. The Commission undertake no liability for taxes or other contribution payable by the individual Consultant on payments made under this contract.
11. **Police Verification:** Police verification of the individual Consultants shall be done as per the latest instructions issued by MHA.
12. **Relaxation:** Where the Chairperson, National Commission for Scheduled Tribes is of the opinion that it is necessary or expedient so to do, it may by order, relax any of the provisions of these rules.
13. Consultants / Sr. Consultants, YPs are engaged under the previous guidelines, shall continue to be governed by the terms and conditions of those guidelines till the expiry of their existing contract. Any extension will be subject to these new guidelines.
14. This issues as per the direction of Secretary (Expenditure), Ministry of Finance, vide D.O. No. 23(1)E.Coord/2017 dated 4th December, 2017.