



सत्यमेव जयते

20001/01/2015/NSDA
National Skill Development Agency
Ministry of Skill Development and Entrepreneurship Government
of India



शैक्षणं कुशलं ज्ञानि

Hiring of Consultants (Grade – 1) in NSDA

National Skill Development Agency (NSDA), an autonomous body of the Government of India intends to hire **Consultants (Grade – 1)** on Contractual Basis. The essential qualifications, experience and other terms and conditions for engagement of Consultant (Grade-I) will be according to the guidelines dated 28.05.2019, which alongwith, the details of job requirement/desirable experience in skill development and format of application form are available on the website: www.nsda.gov.in.

2. Interested individuals may send their applications in prescribed format by Regd. Post/Speed Post to Director (Admin), National Skill Development Agency, 2nd Floor, Kaushal Bhawan, B-2, Pusa Road, New Delhi-110005 so as to reach on or before 12.07.2019.

Director (Admin)
National Skill Development Agency

20001/01/2015/NSDA
National Skill Development Agency
Government of India

Dated, the 28th May, 2019

Subject: Procedure and guidelines for engagement of Consultants in NSDA.

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

1. Purpose and scope of Application

1.1 National Skill Development Agency (NSDA) is an autonomous body under Ministry of Skill Development and Entrepreneurship that anchors the National Skill Qualifications Framework and allied quality assurance mechanisms for synergizing skill initiatives in the country. It is essential to have the Consultants who possess the requisite skill set. They should be high quality professionals, capable of lending their expertise in the fields as per the requirement of NSDA.

1.2 The government is in the process of constituting National Council of Vocational Education and Training (NCVET). NSDA, with its existing manpower and sanctioned strength shall stand transferred to NCVET in due course of time. Consequently, the hired Consultants will be required to render their services in NCVET at the direction of the Competent Authority. So, the term 'NSDA', 'DG NSDA' and 'Chairman NSDA' will be read as 'NCVET', 'Chairman NCVET/Member NCVET' and 'Chairman NCVET/ Member NCVET' respectively as decided by the Chairman NCVET on its constitution as a new entity.

1.3 The General condition of Contracts for the services of Consultants will be incorporated into their individual contracts.

2. Definitions: the following definitions apply for the purpose of the present instructions:

2.1 "**Individual consultants or service provider**" means Young Professional or Consultant who is recruited for similar activities as Consultancy/ Service providing firms when a full team is not considered necessary. 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's advice on a highly technical subject, policy guidance, special studies, compliance supervision, training, or implementation monitoring. Individual consultant's/ service providers are not normally recruited for a project preparation unless the proposed project is simple and generally, a repeat of an already established and successful project.

2.2 "**Consultancy Services**" covers a range of services that are of an advisory or professional nature and are provided by consultants. These services typically involve providing experts or strategic advice e.g. management consultants, policy consultants, or



communications consultant. Advisory and project related consultancy services which include, for example feasibility studies, project management, Engineering services, Architectural Services, Finance accounting and taxation services, training and development.

3. Contractual terms and conditions

3.1 **Legal Status:** The individual Consultant shall have the legal status of an independent Consultant vis-a-vis, NSDA and shall not be regarded, for any purposes, as being either as "staff member" of NSDA, or an "official" of NSDA. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between NSDA 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 NSDA 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 interest of NSDA, and individual Consultant shall perform its obligations under the Contract with fullest regards to the interest of NSDA. The individual Consultant warrants that it has not and shall not offer any direct or indirect benefits arising from or related to the performance of the Contract or award thereof to any representative, official, employee or other agent of NSDA. 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 NSDA 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 NSDA to the Individual Consultants for the performance of any obligations under the Contract shall rest with the NSDA, and any such equipment's shall be returned to NSDA at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment's, when returned to NSDA, shall be in same condition as when delivered to the Individual consultant, subject to normal wear and tear and the Individual Consultant shall be liable to compensate NSDA for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2 NSDA shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regards to product, processes, inventions, ideas, know-how or documents and other materials which the Individual Consultant

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has developed for NSDA under the contract and which bear a direct relation to or are produced or prepared or collected in consequences of, or during the course of, the performance of Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for NSDA. 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 NSDA, shall be made available for use or inspection by NSDA at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to NSDA authorised officials on completion of work under Contract.

3.4 Confidential Nature of Documents and Information: The Individual Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultant shall not, except with the previous sanction of NSDA or in the bona fide discharge of his or her duties, publish a book or a compilation of articles or participate in radio broadcast or contribute an article or write a letter in any newspaper or periodical either in his own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to him by NSDA.

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

3.6 Insurance: The Individual Consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual Consultant's sole expense, such life, health & other forms of insurance the Individual Consultant may consider to be appropriate to cover the period during which the Individual Consultant provides services under the Contract.

3.7 Travel, Medical Clearance and Service Incurred Death, Injury or illness:

3.7.1 NSDA may require the individual consultant to submit a Statement of good health from a recognised physician prior to commencement of work in any offices or premises of NSDA

3.7.2 In the Event of the death, injury or illness of the Individual Consultant which is attributed to the performance of services on behalf of NSDA under the terms of the Contract while the Individual Consultant is travelling at NSDA expenses or is performing any services under the Contract in any offices or premises of NSDA or Govt. of India, the Individual Consultant or the Individual Consultant's dependant, as appropriate, shall not be entitled to any compensation.

3.8 Force Majeure and other Conditions:

3.8.1 Force Majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the individual consultant.

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3.8.2 The individual Consultant acknowledges and agree that, with respect to any obligation under the contract that the Individual Consultant must perform in or for any areas in which NSDA is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such area shall not, in and of itself, constitute force majeure under the Contract.

3.9 **Termination:** NSDA can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the Individual Consultants. The individual consultants can also seek for termination of the contract upon giving one month's notice to NSDA.

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

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

3.12 **Arbitration:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to the Director General-NSDA or Competent Authority in NCVET for arbitration. The DG-NSDA/ Competent Authority may appoint an arbitrator for the settlement of the controversy.

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

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4. General terms & Conditions

4.1 **Tenure:** Individual Consultants will be engaged for a fixed period but not exceeding 3 years for providing high quality services on specific projects as per requirements of work. However, their continuation in their respective position beyond the first and subsequent years, would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond three years may be considered under exceptional circumstances with the approval of Chairman NSDA. However, no extension will be given beyond the age of 65 years.

4.2 Professionals with requisite qualification and experience as prescribed would be hired as Individual Consultant. As per Rule 177 of GFR 2017, the consultant services do not include direct engagement of retired government servants. However, a retired Govt. servant can be hired as consultant through a competitive process. They should not be engaged against regular vacant posts as consultant under this rule. Retired government servants can be engaged only for a specific task and for specific duration as consultants. They should be assigned clear output related goals. The retired officers/officials will be engaged on the remuneration as per the prescribed formula i.e Last Pay drawn plus DA minus basic pension.

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

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

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

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

5. Educational Qualification, Age, Experience and Remuneration:

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

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

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



5.2 Experience, Age and remuneration:

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

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

5.3 The Consultation Evaluation Committee (CEC) shall fix the consolidated remuneration for the positions of Consultant. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

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

5.5 Emoluments of Part-time Consultants will be decided on number of man-days basis by the CEC.

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

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Young Professional/Consultant Grade-I	By Air in Economy Class or by Rail in AC Two Tier	Hotel accommodation of upto Rs. 2250 per day; taxi charges of upto Rs. 338/- per day for travel within in the city and food bills not exceeding Rs. 900/- per day shall be allowed.

7. SELECTION PROCESS

7.1 The selection of Consultants shall be made in accordance with the provisions contained in GFR 2017 under rules 177 to 196 and Chapter 7 – Selection of Individual Consultant/Service Provider (para 7.1 and 7.2) Chapter – 6 (para6.5) of manual for Procurement for Consultancy and other Services 2017.

7.2 The requirement of NSDA will be advertised from time to time on its website as well as in at least one newspaper (both Hindi and English).

7.3 The shortlisting of the applications received will be done by a Screening Committee constituted for this purpose. The panel of shortlisted applications shall be placed before a Consultancy Evaluation Committee (CEC). The composition of the Screening Committee/ CEC will be decided by the D.G., NSDA/Chairman, NSDA.

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7.4 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.

7.5 In certain exceptional cases, with the approval of the Chairman, NSDA, selection from a single source as per GFR 2017 may also be considered. However, full justification for this must be given by the Consultancy Evaluation Committee (CEC).

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

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

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

8. **Leave** – The individual consultants shall be entitled to leave of 8 days in a year on pro-rata basis. Further the individual Consultants would be granted compensatory leave in lieu of working on holidays. Further the absence up to one month may be considered without remuneration. However, in Exceptional cases for professional development, training etc., this condition may be relaxed by DG-NSDA. Apart from this the women Consultant may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide no S-336012/03/2015-SS-1 dated 12th April, 2017.

9. **Tax Deduction at Source:** The Income Tax or any other tax liable to be deducted as per the prevailing rules will be deducted at source before effecting the payment, for which the NSDA will issue TDS certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultant. NSDA undertakes no Liability for taxes or other Contribution payable by the Individual Consultant on payments made under this contract.

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

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

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12. Relaxation: Where the NSDA is of the opinion that it is necessary or expedient so to do, it may by order and for reasons to be recorded in writing, relax any of the provisions of these guidelines.

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

14. This issues with the concurrence of the Competent Authority.



(A.K.Sachdeva)
Director

To,

1. PS to Secretary, MSDE & Chairman, NSDA
2. PS to D.G., NSDA
3. PS to SA(SS), MSDE/Dir.(E&P), MSDE
4. Dir.(GV)/Dir.(SS)
5. Consultant (A&F)/Admn. Division/Finance division

**National Skill Development Agency
Government of India**

Contract for the services of an Individual Consultant

File No_

Date:-

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

Whose Address is.....

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

WHEREAS the individual Consultant is ready and willing to accept this contract with NSDA on the said terms and conditions.

NOW, THEREFORE, the parties hereby agree as follows:

1. Nature of services

The individual Consultant shall perform the services as described in the general terms in para 2.2 of Annexure –I and as allocated from time to time on specific basis.

2. Duration

This Individual Contract shall commence on **[insert date]**, and shall expire upon satisfactory completion of the services described in the terms of reference mentioned above, but not later than **[insert date]**, unless sooner terminated in accordance with the terms of this Contract. He/She is designated as **[insert Consultants/Young Professional]**. This contract is subject to the conditions mentioned in the **"Procedure and guidelines for engagement of Consultants in NSDA"** dated _____ and are attached hereto as Annex I.

3. Payment

A Consolidated remuneration of Rs.....per man month inclusive of all applicable taxes shall be paid to the individual Consultant subject to satisfactory services. If unforeseen travel outside the Duty station is requested by NSDA, and upon prior written agreement, such travel shall be at NSDA's expense and the Individual Consultant shall receive a TA/DA as per the said terms and conditio

4. Rights and obligations of the Individual Consultant

The rights and obligations of the Individual Consultant are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Consultant shall be solely liable for claims by third parties arising from the Individual Consultant's own act or omissions in the

course of performing this Contract, and under no circumstances shall NSDA be held liable for such claims by third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

By signing below, I, the Individual Consultant, acknowledge and agree that I have read and accept the terms of this Contract, including the conditions mentioned in the "**Procedure and Guidelines for engagement of Consultants in NSDA dated _____**" and attached hereto in Annex I which form an integral part of this Contract.

The individual Consultant has submitted a statement of Good Health and form for Police verification.

AUTHORIZING OFFICER:
NSDA

INDIVIDUAL CONSULTANT:

Name: Name:

Signature:

Date:

Place:

Signature

Date:

Place:

Terms of Reference for the Individual Consultant

NSDA Reference:

Title: Consultant

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

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

Application Format

Post Applied for: Consultant (Grade-I) in National Skill Development Agency

Affix recent
passport size
photograph

1. Name: _____
2. Father's/Mother's Name: _____
3. Date of Birth: _____
4. Domicile: _____
5. Nationality: _____
6. Aadhaar No. (if available): _____
7. Mailing address (with Tel/Mob. No. and e-mail address): _____

8. Permanent Address: _____

9. Education Qualification (12th standard onwards):

S.No	Course/ Degree name	Subjects	College/University /Institute	Year of Passing	% age of marks obtained	Division/ Class

(Attach self-attested photocopies of certificates)

10. Computer Proficiency:

Computer Field	Excellent	Good	Average	Not Conversant	
MS Word					
MS Excel					
MS Power Point					
MS ACCESS					
Any other skills					

(Please tick)

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National Skill Development Agency
Government of India

11. Work Experience:

S.No.	Organization/Institute	Period		Nature of Work	Specific reasons for leaving
		From	To		

(Attach self-attested photocopies of supporting documents/certificates)

12. Last Drawn Salary per month:

13. Reference with complete details (other than relatives)

(i) _____

(ii) _____

14. 250 words write up (listing areas of proficiency, special skills and experience and why you consider yourself suitable for the position applied for?)

UNDERTAKING: The information given above is true and correct to the best of my knowledge and belief.

(Signature of the applicant)

Date : _____

Note: Application for all above posts should be sent to "Director(Admin), National Skill Development Agency, Kaushal Bhawan, B-2, Pusa road, Opposite Metro Pillar No. 95, New Delhi-110005".

Job Requirements and Desirable Experience for hiring of Consultant

Job Title: Consultant

Responsibilities

- Formulating guidelines/ policies/ frameworks for the functioning of the National Council for Vocational Education & Training (NCVET)
- Leading development and execution of various strategies to engage with entities involved in skill development ecosystem
- Collaborating on and supporting skill development reform efforts by closely working with Government officials
- Communicating viewpoints, ideas and analysis in articulate, compelling and creative ways
- Gathering and analyzing data to generate robust and compelling insights that address regulatory objectives
- Monitor testing activities to ensure the quality and functionality of assigned systems
- Reviewing/ quality-checking Qualification Files for NSQF alignment
- Analyzing existing systems and procedures, enhancing control by framing & implementing new policies and guidelines
- Ensuring timely and high-quality outputs linked to organizational goals

Desirable experience

- Work experience in Government/ development sector
- Understanding in developing & executing contractual/ regulatory mechanisms
- Proven work experience as a team leader or supervisor
- Knowledge of research/ data analysis to develop strategic recommendations
- Project management experience (monitoring and evaluation), preferably in skill development
- Proficiency in MS Office (PowerPoint & Excel) a plus

Job Requirements and Desirable experience for hiring of IT Consultant

Job Title: IT Consultant

Responsibilities

- Gain in-depth understanding of regulatory systems and processes for designing an IT framework
- Engage and collaborate with external agencies for building IT platforms/ systems for the regulator
- Oversee and coordinate the implementation of new technology
- Educate users in using new and existing IT systems
- Assist colleagues and help them successfully deal with a variety of different technical issues
- Conduct regular inspections of existing systems and suggest improvement plans
- Create reports for senior officials

Desirable experience

- Work experience in creating IT systems for regulatory mechanisms
- In-depth knowledge of troubleshooting hardware, software and network issues
- Hands-on experience with different operating systems and databases
- Good knowledge of internet security and data privacy principles
- Excellent project and time management skills
