

F.No. A-12034/1/2019-E-2-DoC
Government of India
Department of Commerce

Udyog Bhawan, New Delhi
Dated the 01 November, 2022

Subject: Guidelines for Engagement of Young Professionals / Associates / Consultants /Senior Consultants in Department of Commerce as Independent Consultants

1. **Background:** The Department of Commerce formulates, implements and monitors the Foreign Trade Policy (FTP) which provides the basic framework of policy and strategy to be followed for promoting exports and trade. The Trade Policy is periodically reviewed to incorporate changes necessary to take care of emerging economic scenarios both in the domestic and international economy. Besides, the Department is also entrusted with responsibilities relating to multilateral and bilateral commercial relations, special Economic Zones, state trading, export promotion and trade facilitation, and development and regulation of certain export oriented industries and commodities.

As India aims to become \$5 trillion economy, trade and commerce is going to play an important role in this growth. Further, India being one of the largest retail market, its export and import is going to increase substantially in coming years. Therefore, Department of Commerce has envisaged to achieve an ambitious target of US\$1 trillion of trade in both Goods and Services, separately by 2030, which will be 300% growth from current trade value.

Further, India has already signed or going to sign a slew of Trade Agreements with various countries, which need to be implemented in next few years. Department of Commerce is also planning to undertake Trade Promotion activities to increase the trade in different commodities.

Keeping in mind all these developments, the Department needs to strengthen itself with high quality resources in the required areas. Therefore, the Department proposes to engage Young professionals / Associates / Consultants / Senior Consultants as independent Consultants for its various Divisions.

2. Type and Tenure of Engagement

- i. The Engagements shall be at four levels – Young Professional, Associate, Consultant and Senior Consultant and shall be collectively known as Independent Consultants (ICs).
- ii. The engagement will be purely on a contractual basis.
- iii. These engaged personnel shall have the legal status of an independent consultant vis-à-vis, Department of Commerce and shall not be regarded, for any purposes, as being either a 'staff member' of an 'official' of Department of Commerce. Accordingly, nothing within or

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relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between Department of Commerce and the Individual Consultants.

- iv. The engagement shall be initially for a period of two years which may be extended up to three years, depending on the performance evaluation. After three years no further extension will be permissible under any circumstances. However, for senior Consultants, the engagement shall be for two years or till attaining 65 years of age, whichever is earlier.

3. Qualification, Experience and Vacancies: Applicants with following qualifications and experience would be considered for engagement as Young Professionals / Associates / Consultants / Senior Consultants.

3.1. Essential Education Qualification:

Discipline	Education Qualification*
Economics	Masters in Economics (preferably with International Trade)
Legal	LLM
Public Policy	Master's in Public Policy
General Management*	Masters in Business Administration (MBA) or equivalent from an institution having NIRF ranking up to 100 in Management category as per the latest ranking.
Data Science	B. Tech/B.E. in any discipline/ M.C.A./ Masters in Data Science or Data Analytics or Computational Mathematics.

*Masters in Construction Management from National Institute for Construction Management and Research(NICMAR) will be considered equivalent to MBA from an institution having NIRF ranking up to 100 in Management category as per the latest ranking.

*For the candidates having degrees from universities/institutes from outside India, Times/QS ranking of such universities/institutes will be taken into account.

3.2. Experience, Age and remuneration:

Position	Upper Age Limit (as on 01.07.2022)	Post qualification Experience Years*	Relevant experience (No. of years)
Young Professionals	35 years	Minimum 1 year	0
Associate	45 years	Minimum 3 years	1
Consultant	50 years	Minimum 8 years	3
Senior Consultant	65 years	15 years and above	5

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

3.3. Number of Independent Consultants: The total number of Independent Consultants to be engaged by Department of Commerce (DoC) shall depend on the actual requirement at particular point of time and provision of budget.

4. Remuneration and Annual Enhancement

4.1. Remuneration

i. The remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed. The range of remuneration for each of the positions are as given in the table below.

Position	Remuneration per month (Rs.)
Young Professional	60,000
Associate	80,000 – 1,45,000
Consultant	1,45,000 – 2,65,000
Senior Consultant	2,65,000 – 3,30,000

ii. Remuneration for any selected candidates shall be fixed, based on the following:

- The range of Remuneration proposed in the above table for the position in which the candidate has been selected.
- Years of Experience
- Last Pay Drawn (Shall be considered in Special Cases where the selection Committee determines that the candidate is exceptional).

4.2. TA / DA: The Independent Consultants may be required to travel to any place in India. While on tour, TA / DA will be admissible to Young Professional, Associate, Consultant and Senior Consultants as to Assistant Section Officer (Level 7), Section Officer (Level 10), Under Secretary (Level 11) and Director (Level 13) of the Central Government, respectively.

4.3. Annual Enhancement of Remuneration

i. The remuneration may be reviewed after completion of every one year on annual basis.

ii. The enhancement in remuneration will be based on his / her performance during the year after the recommendation of the Committee constituted for this, as per the following criteria: -

- Performance not to be judged merely on the APR grading. Publications of articles in reputed journals / magazine / newspaper or books authored by the individual Consultant will be given extra weightage while evaluating / deciding cases for enhancement in remuneration etc.
- Performance management of the candidates would be based on clearly defined KPIs / KRAs for the relevant role and achievement of the same
- Total enhancement in remuneration shall not exceed 10% annually in any case.

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iii. The Remuneration Enhancement based on performance shall be as follows:

Performance	Enhancement in Remuneration
Performed only routine / assigned work	NIL
Individual Consultant / YP who have made significant contribution in his / her domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned task.	5% of the remuneration
In exceptional cases, where the individual Consultant demonstrated exemplary performance in his / her domain and have made significant contribution in policy making and / or his or her articles have been published in reputed journals / magazine / newspaper or has authored books etc.	10% of the remuneration

5. Training:

2. A capacity building programme shall be designed for these resources with five modules, in association with an Academic Institute. Each hired resources shall undergo the training programme.
3. There shall be an Induction Module of 3 days, which each of the hired resources shall go through.
4. Apart from this, there shall be role specific modules such as Modules on WTO, Free Trade Agreements, Trade Policy, Export promotion which the resources will go through after joining in their position on an intermittent basis.

6. Terms of Reference: 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. Detailed TOR will be drawn by respective divisions in DoC to which ICs are posted. The TOR will be deemed to be part of the contract.

7. Payment:

- i. The Independent Consultants will be paid monthly remuneration within 7 days after completion of the month subject to periodic completion of work certified by the controlling Officer.
- ii. The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at the source before effecting the payment, for which DoC will issue TDS certificates. Individual consultants shall be liable to pay Good and Services Tax, as applicable. DoC undertake no liability for taxes or other contribution payable by the Individual Consultant on payment made under this contract.

8. Working Hours and Leave:

- i. Working Hours shall normally be from 9.00 AM to 5.30 PM during working days including half an hour lunch break in between. However, in exigencies of work, Independent Consultants may be required to sit late and may be called on Saturday / Sunday and other holidays also.
- ii. Independent Consultants will be eligible for 08 days leave during the period of one year, on pro-rata basis subject to the prior written approval of the controlling officer. Unavailed leave cannot be carried forward to the next year. Further, leave up to one month can be considered without remuneration with the prior approval of controlling Officer. However, in exceptional cases like need for professional development, training etc., this condition may be relaxed with the approval of Commerce Secretary, subject to official exigencies.
- iii. Apart from above, the women Independent Consultants may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour & Employment vide letter No. S-36017/03/2015-SS-I dated 12th April, 2017.

9. Termination:

- i. The engagement can be terminated at any time by the Department by giving 30 days' notice or pay in lieu thereof. Similarly, the Independent Consultant may also resign after giving notice for a similar period.
- ii. The Department reserves the right to terminate any Independent Consultant at any stage in event of a serious failure to perform the task assigned or of failure to observe any standards of conduct.

10. Title Rights, Copyrights, Patents and Other Proprietary Rights:

- i. Title to any equipment and supplies that may be furnished by DoC to the Independent Consultant for the performance of any obligations under the Contract shall rest with DoC, and any such equipment shall be returned to DoC at the conclusion of the contract or when no longer needed by Independent Consultant. Such equipment, when returned to DoC, shall be in the same condition as when delivered to the Independent Consultant, subject to normal


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wear and tear, and He / She shall be liable to compensate DoC for any damage or degradation of the equipment that is beyond normal wear and tear.

- ii. DoC 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 Independent Consultant has developed for DoC 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 Independent Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for DoC. 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 Independent Consultant under the contract shall be the property of DoC, and shall be made available for use or inspection by DoC at reasonable times and in reasonable places, and shall be treated as confidential and shall be delivered only to DoC authorized officials on completion of work under the Contract.

11. Force Majeure and other Conditions:

- i. 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 consultants.
- ii. The Individual Independent Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Independent Consultant must perform in or for any areas in which DoC 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.

12. Audits and Investigations: Each invoice paid by DoC shall be subject to a post-payment audit by auditors, whether internal or external, of DoC or by other authorized and qualified agents of DoC 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. DoC shall be entitled to a refund from the Individual Independent Consultant for any amounts shown by such audits to have been paid by DoC other than in accordance with the terms and conditions of the Contract. The Individual Independent Consultant acknowledges and agrees that, from time to time, DoC 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 Independent Consultant generally relating to performance of the Contract. The right of DoC to conduct an investigation and the Individual Independent Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Independent Consultant shall extend 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 Independent Consultant's obligation to make available his/her personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to DoC access to the Individual Independent Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Independent Consultant's personal and relevant documentation.

13. Settlement of Disputes: DoC and the Independent 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.

14. 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 AS (DoC) for arbitration. The AS (DoC) may appoint an arbitrator for the settlement of the controversy.

15. Conflict of Interest: The Individual Independent 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 Independent Consultant are not found satisfactory or found in conflict with the interests of the DoC / Government of India, his / her services will be liable for discontinuation without assigning any reason.

16. General terms and conditions:

- i. Department of Commerce(DoC) may require the Independent Consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of Department of Commerce.
- ii. The Independent Consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/her obligations under the Contract, as well as for arranging, at the Individual Independent Consultant's sole expense, such life, health and other forms of insurance as the Independent Consultant may consider to be appropriate to cover the period during which the Individual Independent Consultant provides services under the Contract.
- iii. The engagement as Independent Consultant is subject to verification of documents related to educational qualification and experience. If any information / documents submitted by Independent Consultant are found false / wrong at any stage, his / her engagement will be terminated immediately and appropriate action will be taken against him / her as per rules.
- iv. Independent Consultant will be governed by the Official Secrets Act, 1923, as amended from time to time and will not disclose to any unauthorized person(s)


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any information / data that come to their notice during the period of their engagement as 'Young Professional / Associate / Consultant / Senior Consultant' in the Department. All such information / records / papers / software / emails etc. will be property of Government.

- v. The Independent Consultant shall not advertise or otherwise make public for the purpose of commercial advantage that it has contractual relationship with Department of Commerce. He / she shall not, in any manner whatsoever, use the name, emblem or official seal of the Government of India or Department of Commerce or any abbreviation of the name of Department of Commerce, in connection with business or otherwise without the prior written permission of the competent authority of Department of Commerce.
- vi. The Independent Consultant shall be expected to conduct himself / herself in accordance with the rules and regulations of the Government of India. He / she will be expected to demonstrate high moral character, integrity, secrecy of office and dedication to work while discharging his / her duties. In case his / her services are not found satisfactory or found to be in conflict with the interest of the Department of Commerce / Government of India, his / her services will be terminated forthwith, without any notice period or compensation.
- vii. In General, the Independent Consultant shall neither seek nor accept instructions from any authority external to DoC in connection with the performance of his/her obligations under the Contract. The Independent 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 DoC, and the Independent Consultant shall perform its obligations under the Contract with the fullest regard to the interest of DoC. The Independent Consultant warrants that he/she 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 DoC. He / she shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract. In the performance of the Contract, the Individual Consultant shall comply with the normal standards of Conduct. Failure to comply with the same is ground for termination of the Individual Consultant for cause.
- viii. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Independent Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Independent 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 DoC to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
- ix. In the unfortunate event of the death, injury or illness while serving Department of Commerce, the Independent Consultant or the next of kin shall not be entitled to any compensation or Appointment.

- x. The Independent Consultant will be required to submit a police verification report from their concerned police station and also submit a medical-cum-fitness certificate issued by any authorized Medical Practitioner prior to engagement.
- xi. The period of engagement would commence from the date of joining at Department of Commerce.
- xii. The period of engagement as Independent Consultant will not confer any claim or right for subsequent engagement / employment with Department of Commerce or any other Government Department at a later date.
- xiii. Where the Commerce Secretary is of the opinion that it is necessary or expedient to do so, it may by order and for reasons to be recorded in writing, relax any of the provisions.

17. Young Professional / Research Associate / Research Fellow / Consultant already working in Department of Commerce desirous to avail the benefits of revised scheme will have to apply as a fresh candidate and undergo the selection process for this purpose.

18. This issues with the approval of competent authority.


(Sumeet Sharma)
Deputy Director

To,

1. PPS to Commerce Secretary
2. PPS to JS(Admin)
3. CPAO, Commerce
4. Confidential Cell/CM&T Cell