

No. 08-02/2022-CBC (Pt.)
Government of India
Department of Personnel and Training
Capacity Building Commission

21st Floor; Jawahar Vyapar Bhawan
Tolstoy Marg, New Delhi
Dated: 20th November, 2023

Subject: Procedure and Guidelines for engagement of Program Coordinators in Capacity Building Commission (CBC).

The following guidelines and procedures are being prescribed for engagement of Program Coordinators in Capacity Building Commission 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 The Mission Karmayogi aims to create a 'citizen-centric, future-ready civil service with the right attitudes, skills and knowledge aligned to the vision of a New India to deliver government services to the citizens of India. Central Government has constituted the Capacity Building Commission (CBC) to oversee implementation of key deliverables under National Programme for Civil Services Capacity Building (NPCSCB). The commission under its mandate plans to develop a holistic approach for capacity building of Civil servants at all levels in the country. One of the mandates of the CBC is to facilitate preparation of Annual Capacity Building Plans of Departments, Ministries and participating Organizations. The creation and implementation of Annual Capacity Building Plans (ACBPs) for all MDOs will be a critical step in fulfilling the vision of Mission Karmayogi (MK). Capacity Building Commission is committed to enhance capacity building efforts and fostering collaborations with various organizations to achieve the goal of Mission Karmayogi. Accordingly, CBC is proposing to recruit young, talented, innovative and dynamic professionals who aspire to be part of the Capacity Building Commission to support implementation of capacity building initiatives under Mission Karmayogi for various Ministries/Departments/Organisations (MDOs).

1.2 The general terms and conditions of engagement of Program Coordinators will be incorporated into their individual Consultancy Contracts.

2. **Definitions:** The following definition applies for the purpose of the present instruction:

2.1 **"Competent Authority"** for the purpose of these guidelines, would be the Member (Admin), CBC or any official who may specifically be delegated by the Member (Admin), CBC.

2.2 **"Remuneration"** means a consolidated payment that will be processed by Capacity Building Commission on a monthly basis to the Program Coordinator as per terms of engagement and is distinct from Salaries.

(3) Contractual terms and conditions

(3.1) Legal Status: The Program Coordinator shall have the legal status of an independent Consultant vis-à-vis, Capacity Building Commission and shall not be regarded, for any purposes, as being either a "staff member" of Capacity Building Commission, or an "official" of Capacity Building Commission. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between Capacity Building Commission and the Individual Consultant.



(3.2) Standards of Conduct:

(3.2.1) In General the Program Coordinator shall neither seek nor accept instructions from any authority external to Capacity Building Commission in connection with the performance of its obligations under the Contract. The Program Coordinator 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 Capacity Building Commission, and the Program Coordinator shall perform its obligations under the Contract with the fullest regard to the interests of Capacity Building Commission. The Program Coordinator 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 Capacity Building Commission. The Program Coordinator 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 Program Coordinator shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Program Coordinator for cause.

(3.2.2) Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Program Coordinator shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Program Coordinator 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 Capacity Building 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 Capacity Building Commission to the Program Coordinator for the performance of any obligations under the Contract shall rest with Capacity Building Commission, and any such equipment shall be returned to Capacity Building Commission at the conclusion of the Contract or when no longer needed by the Program Coordinator. Such equipment, when returned to Capacity Building Commission, shall be in the same condition as when delivered to the Program Coordinator, subject to normal wear and tear, and the Program Coordinator shall be liable to compensate Capacity Building Commission for any damage or degradation of the equipment that is beyond normal wear and tear.

(3.3.2) Capacity Building 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 Program Coordinator has developed for Capacity Building 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 Program Coordinator acknowledges and agrees that such products, documents and other materials constitute works made for hire for Capacity Building 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 Program Coordinator under the Contract shall be the property of Capacity Building Commission, shall be made available for use or



inspection by Capacity Building Commission at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to Capacity Building Commission authorized officials on completion of work under the Contract.

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

(3.5) Use of Name, Emblem or Official Seal of the Capacity Building Commission: Program Coordinator shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with Capacity Building Commission, nor shall the Program Coordinator, in any manner whatsoever, use the name, emblem or official seal of Capacity Building Commission, or any abbreviation of the name of Capacity Building Commission, in connection with its business or otherwise without the written permission of Capacity Building Commission.

(3.6) Insurance: The Program Coordinator 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 Program Coordinator's sole expense, such life, health and other forms of insurance as the Program Coordinator may consider to be appropriate to cover the period during which the Program Coordinator provides services under the Contract.

(3.7) Travel, Medical Clearance and Service Incurred Death, Injury or Illness:

(3.7.1) Capacity Building Commission may require the Program Coordinator to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of Capacity Building Commission

(3.7.2) In the event of the death, injury or illness of the Program Coordinator which is attributable to the performance of services on behalf of Capacity Building Commission under the terms of the Contract while the Program Coordinator is traveling at Capacity Building Commission expense or is performing any services under the Contract in any offices or premises of Capacity Building Commission or Government of India, the Program Coordinator or his/her 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 Program Coordinator acknowledges and agrees that, with respect to any obligations under the Contract that the Program Coordinator must perform in or for any areas in which Capacity Building 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 Capacity Building 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 Program Coordinator can also seek for termination of the contract upon giving one month's notice to the Capacity Building Commission.

(3.10) Audits and Investigations: Each invoice paid by Capacity Building Commission shall be subject to a post-payment audit by auditors, whether internal or external, of Capacity Building Commission or by other authorized and qualified agents of Capacity Building Commission 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. Capacity Building Commission shall be entitled to a refund from the Program Coordinator for any amounts shown by such audits to have been paid by Capacity Building Commission other than in accordance with the terms and conditions of the Contract. The Program Coordinator acknowledges and agrees that, from time to time, Capacity Building Commission 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 Program Coordinator generally relating to performance of the Contract. The right of Capacity Building Commission to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Program Coordinator 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 Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to Capacity Building Commission access to the Individual Consultant's 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: Capacity Building Commission and the Program Coordinator 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 Member (Admin), Capacity Building Commission for arbitration. Member (Admin), Capacity Building Commission may appoint an arbitrator for the settlement of the controversy.

(3.13) Conflict of Interest: The Program Coordinator 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 Program Coordinator are not found satisfactory or found in conflict with the interests of the Capacity Building Commission/Government of India, his/her services will be liable for discontinuation without assigning any reason.



4. General Terms & Conditions:

4.1 Duration of Engagement: Program Coordinators will be engaged initially for a period of one year or a part of it which may further extended by one year at a time upto a maximum tenure of three years, i.e., 1+1+1 years for providing high quality services as per requirement of the concerned Ministry/Department. 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.

4.2 Professional with requisite qualifications and experience as prescribed by would be hired as Program Coordinator. As per Rule 177 of GFR 2017, the consulting service do not include direct engagement of retired Government Servants.

4.3 The Program Coordinators may be engaged on full-time basis. Program Coordinators would not be permitted to take up any other assignment during the period of Consultancy with Capacity Building Commission under these Guidelines.

4.4 The engagement of Program Coordinators is of a temporary nature and the CBC can cancel the engagement at any time without providing any reasons thereof.

4.5 Number of Individual Consultants: The total number of Program Coordinators engaged at Capacity Building Commission will be based on the actual required as determined by the Competent Authority from time to time.

5. Education Qualifications, Age, Experience and Remuneration

5.1 Essential: Master's Degree in relevant subject or BE/B. Tech or 2 Years PG Diploma in Management or MBBS or LLB or CA or ICWA or possessing any Professional Degree earned after a study of 4 years or more acquired after 10+2.

5.1.1 Desirable: M.Phil, PhD, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

5.2: The candidates having work experience with a private organisation should have experience or assignments relating to any Government department or agency or public sector undertaking. Contractual assignments with Government or public undertakings will also be counted as relevant experience.

5.2.1 Interpersonal Skills: Strong communication, negotiation, and interpersonal skills are essential. The ability to build and maintain effective relationships with external partners and stakeholders is critical.

5.2.2 Analytical Skills: Proficiency in data analysis, reporting, and problem-solving to assess the effectiveness of capacity building programs and make improvements as necessary.

5.3 Experience: A minimum of 3-5 years of relevant experience in project management, coordination, or capacity building activities. Experience in a non-profit or similar organization is highly desirable.

5.4 Age: The Upper Age (Limit) 35 years

5.5 Remuneration: The remuneration range (Rs. 80,000 – Rs. 1,45,000)

5.5 (a) The Consultancy Evaluation Committee (CEC) shall fix the consolidated remuneration for the position of Program Coordinator based on its recommendation. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

5.5(b) In case the duration of the Consultancy contract is for more than one year, the remuneration of Program Coordinators may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on their performance during the year after

the recommendation of Performance Review Committee to be constituted duly approved by Member (Admin), CBC as per the following criteria: -

Performance#	Enhancement in remuneration
Performed only routine/assigned work	NIL
Individual Consultants who made significant contribution in their domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned / specific task.	Upto 5% of the remuneration with the approval of Member (Admin), CBC.

5.5 (c) Total enhancements in remuneration shall not exceed 5% annually in any case.

5.5 (d) Notwithstanding anything mentioned above, in no case shall the remuneration of any Program Coordinator shall exceed 1.35 times of the initial remuneration.

5.5 (e) TA/DA(*):

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

* TA/DA component would be borne by the concerned Ministry/Department/Organisation where the Program Coordinators would be deputed. Reimbursement will be made as per prevailing rules and regulations of Government of India from time to time.

6. Role and Responsibilities:

Program Coordinators will work as a Programme Coordinators for implementing Mission Karmyogi programme in the Ministry/Department/Organisation (MDO) where he would be deputed. Program Coordinators will be required to provide high quality inputs for the key performance indicators developed by CBC and the MDO for implementation of the MDO's Annual Capacity Plan , implementation of Karmyogi Guidelines issued by DOPT and supporting the Central Civil Service training Institutions to progress on the National Standards for CSTI. Act as the primary liaison between CBC, MDOs and partner organizations. Coordinate meetings, workshops, and training programs.

Program Coordinators will contribute to the key agenda of developing and implementing Annual Capacity Building Plans and implementing Karmyogi guidelines and National Standards for Central Civil services training institutions through identified core activities by

- Support the development and implementation of capacity building programs, ensuring they align with the organization's goals.
- Facilitate 10/15% of trainings proposed in the ACBP of the MDO every month
- Report progress of implementing the MDO ACBP every month in dashboard developed by CBC/ Karmyogi Bharat
- Facilitated with CBC and MDO support improvement in the ratings of the CSTI under the MDO
- Update Dashboard of National Standards of CSTI to reflect bi-monthly progress

- Work with CBU if the MDO and CSTI to upload and curate relevant domain courses on i-GOT.
- Supporting and mobilization of Capacity Building Units in MDOs
- Building Partnerships and coordinating with Training Institutes for effective training delivery
- Coordinating with Internal Stakeholders
- Track and evaluate the impact of capacity building initiatives and provide regular reports to management and partners.

6.1. Deliverables

- a) Quarterly training programmes and non-training interventions in situations as detailed in Capacity Building Plan at the concerned MDOs
- b) 1-to-2-point improvement in the ratings of the CSTI of the MDO as per the NSCSTI
- c) To submit monthly reports on progress of implementation of MDO ACBP and status of MDO training institutes as per the National Standards as specified in Karmyogi guidelines

7. Placement of Program Coordinators at MDOs: After Selection, Program Coordinators will be deputed at various Ministries/Departments/Organisations for providing their services as indicated in **para 7** above.

8. Mode of Selection:

The Selection of Program Coordinator shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 Selection of Program Coordinator / Service Provider (para 7.1 and 7.2) Chapter-6 (para 6.5) of Manual of Procurement for Consultancy and Other Services 2017.

8.1 Engagement of Program Coordinators by Capacity Building Commission will be done in a phase manner as and when requirements arise in various Ministry/Department/Organizations. For this purpose, CBC will periodically advertise the posts from time to time, on its website as well as at least one newspaper (both Hindi and English).

8.2 Screening: A dedicated screening committee will review applications and shortlist candidates based on their qualifications and experience consisting of the following composition:

Secretary, CBC	Chairman
Director/Deputy Secretary (IF)	Member
DS/US (Training Division), DoPT	Member

8.3 Interviews: Shortlisted candidates will be invited for interviews, including behavioural and technical assessments. The panel of shortlisted application shall be placed before a Consultancy Evaluation Committee (CEC) with following composition:

Chairman, CBC	Chairman
Member (Admin)	Member
Member (HR)	Member
One Outside Expert	Member

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 a validity period of one year from the date of recommendation.

8.4 Remuneration: The consolidated remuneration will be released by CBC within one week after completion of the month based on the biometric attendance registered by the Program

Coordinator or on certification by Head of the office of concerned MDOs where the Program Coordinator has been deputed.

8.5 Leave: The Individual shall be entitled to leave at the rate of 1.5 days of each competed month, with no accumulation of leave beyond a calendar year, on pro-rata basis. Unavailed leaves cannot be carried forward to next year. Further, leave up to one month may be considered without remuneration with the approval of Head of Office of Concerned MDO/Secretary (Capacity Building Commission).

8.6 Attendance: Program Coordinator need to mark their attendance on Aadhar Based Bio-Metric Attendance System (ABMAS) at the place of posting. The monthly remuneration will be linked with their attendance on the system.

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 CBC will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The CBC undertakes no liability for taxes or other contribution payable by the Individual Consultant on payments made under this Consultancy Contract.

10. Police Verification: Police verification of the Program Coordinators shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the Consultancy Contract of Program Coordinator 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 Program Coordinators.

12. Relaxation/Modifications: Where the Member (Admin) is of the opinion that it is necessary or expedient so to do, he/she may by order and for reasons to be recorded in writing, relax/modify any of the provisions of these guidelines.

13. This issues with the concurrence of Department of Legal Affairs dated 09.11.2023, Deputy Secretary (IF), CBC dated 20.11.2023 and with the approval Member (Admin), Capacity Building Commission.


(Ankur Verma) 20/11/2023
Under Secretary to the Govt. of India
Tel: 23701130

To

1. PPS to Chairman/Member(Admin)/Member (HR)/Secretary, CBC
2. Deputy Secretary (IF)/US(AK)/US(RK)/US(NG)
3. NIC (For Standard Circulation)

Government of India
Department of Personnel and Training
Capacity Building Commission

Contract for the services of Program Coordinator

File No

Date

This Contract is entered into on [insert date] between the Capacity Building Commission and Mr/Ms/Mrs.....s/od/o/w/o (hereinafter referred to as "the Individual Consultant") whose address is.....

WHEREAS Capacity Building Commission desires to engage the services of the Program Coordinator on the terms and conditions hereinafter set forth, and:

WHEREAS the Program Coordinator is ready and willing to accept this Contract with Capacity Building Commission on the said terms and conditions.

AND WHEREAS this Contract and Annexure (s) to this Contract constituting its integral part and collectively referred to as "Consultancy Contract".

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of engagement/service

The Program Coordinator shall perform the services (Role and Responsibilities; deliverables) as described in the Procedure and Guidelines for engagement of Program Coordinator in CBC which form an integral part of this Contract and are attached hereto as **Annexure- I**.

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 Consultancy contract. He/She is designated as Program Coordinator. This Consultancy Contract is further subject to the conditions mentioned in the "Procedure and guidelines for engagement of Program Coordinator in Capacity Building Commission" dated.....and are attached hereto by way of reference as **Annexure-II**.

3. Remuneration

A consolidated remuneration of Rs..... per man month inclusive of all applicable taxes shall be paid to the Program Coordinator subject to satisfactory Performance. If unforeseen travel outside the Duty Station is requested by Capacity Building Commission, and upon prior written agreement, such travel shall be at Capacity Building Commission's expense and the Individual Consultant shall receive reimbursement equivalent as prescribed in "Procedure and guidelines for engagement of Program Coordinator in Capacity Building Commission dated 20.11.2023."



4. Rights and Obligations of the Individual Consultant

The rights and obligations of the Program Coordinator are strictly limited to the terms and conditions of this Consultancy Contract and OMs issued by Capacity Building Commission from time to time on work allocation/reporting etc. Accordingly, the Program Coordinator shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Consultancy Contract. The Program Coordinator shall be solely liable for claims by third parties arising from the Program Coordinator's own acts or omissions in the course of performing this Consultancy, and under no circumstances shall Capacity Building Commission be held liable for such claims by third parties.

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

By signing below, I, the Program Coordinator, acknowledge and agree that I have read and accept the terms of the Consultancy Contract.

The Program Coordinator has submitted a Statement of Good Health and form for Police Verification.

AUTHORIZING OFFICER:

INDIVIDUAL CONSULTANT:

Capacity Building Commission

Name:

Name

Signature;

Signature;

Date:

Date

Place:

Place:



Terms of Reference (TOR) for the Program Coordinator

Role and Responsibilities:

Program Coordinators will work as a Programme Coordinators for implementing Mission Karmyogi programme in the MDO where he would be deputed. Program Coordinators will be required to provide high quality inputs for the key performance indicators developed by CBC and the MDO for implementation of the MDO's Annual Capacity Plan, implementation of Karmyogi Guidelines issued by DOPT and supporting the Central Civil Service training Institutions to progress on the National Standards for CSTI. Act as the primary liaison between CBC, MDOs and partner organizations. Coordinate meetings, workshops, and training programs.

Program Coordinators will contribute to the key agenda of developing and implementing Annual Capacity Building Plans and implementing Karmyogi guidelines and National Standards for Central Civil services training institutions through identified core activities by

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- Report progress of implementing the MDO ACBP every month in dashboard developed by CBC/ Karmyogi Bharat
- Facilitated with CBC and MDO support improvement in the ratings of the CSTI under the MDO
- Update Dashboard of National Standards of CSTI to reflect bi monthly progress
- Work with CBU if the MDO and CSTI to upload and curate relevant domain courses on IGOT
- Supporting and mobilization of Capacity Building Units in MDOs
- Building Partnerships and coordinating with Training Institutes for effective training delivery
- Coordinating with Internal Stakeholders
- Track and evaluate the impact of capacity building initiatives and provide regular reports to management and partners.

Deliverables

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- b) 1 to 2 point improvement in the ratings of the CSTI of the MDO as per the NSCSTI
- c) To submit monthly reports on progress of implementation of MDO ACBP and status of MDO training institutes as per the National Standards as specified in Karmyogi guidelines

Annexure II

"Procedure and guidelines for engagement of Program Coordinator in Capacity Building Commission" dated 20.11.2023"

A handwritten signature in blue ink, appearing to be 'DM', located in the bottom right corner of the page.