

No. 01/28/2021-CBC
Government of India
Department of Personnel and Training
Capacity Building Commission

Jawahar Vypar Bhawan
Tolstoy Marg, New Delhi
Dated: 26th October 2023

Subject: Procedure and Guidelines for engagement of Consultants Grade-1 and Consultant Grade - 2 in Capacity Building Commission, 2023.

In supersession of "Procedure and Guidelines for engagement of Consultant Grade-1 and Consultant Grade -2 in Capacity Building Commission" dated 14th July, 2022, the following guidelines and procedures are being prescribed for engagement of Consultants (Grade-I and II) in Capacity Building Commission until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue as above.

1. Purpose and Scope of Work

1.1 The Capacity Building Commission is implementing Government of India's flagship initiative, the "National Program for Civil Services Capacity Building – Mission Karmayogi" to affect a transformational shift from a rule-based training to role-based capacity development of all Civil Servants in the country. The Commission is building a young and agile team to spearhead its various programs and activities. It is accordingly seeking to engage Consultants for attending to specific and time-bound jobs of the Commission, as mentioned below:

- a) Facilitating preparation of Annual Capacity Building Plans of Departments, ministries and agencies
- b) Preparation of Annual Health of Civil Service Report.
- c) Audit of Human Resources in Government and outcomes of the Capacity Building efforts
- d) Organize a global HR Summit
- e) Evolve a harmonious de-siloed approach to improve civil service capacity
- f) Analyze learning/ competency related data from iGOT-Karmayogi, online training platform
- g) Drive standardization, harmonization and shared understanding of Capacity Building activities
- h) Create shared learning resources, including internal and external faculty and resource centers
- i) Approve Knowledge Partners and Content Validation mechanism for training of civil servants
- j) Policy recommendations to DoPT on personnel/ HR and Capacity Building

1.2 As the above deliveries require agility in personnel working with the Commission, it proposes to hire Consultants/Sr. Consultants who possess the requisite skill set. These Consultants/Sr. Consultants will be expected to deliver in such areas where in-house expertise is not readily available, within the framework of Capacity Building Commission. The consultants should be capable of lending their expertise in the above fields as per the requirements of Capacity Building Commission.

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

2. **Definitions:** The following definitions apply for the purpose of the present Instructions:

2.1 "*Individual consultant or service provider*" means Consultant Grade- I or Consultant Grade- 2 depending upon their experience. 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. Individual consultants/service providers are not normally recruited for 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 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, 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, 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. In General the Individual Consultant 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 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 Capacity Building

Commission, and the Individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of Capacity Building 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 Capacity Building 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 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 Individual Consultant 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 Individual Consultant. Such equipment, when returned to Capacity Building 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 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 Individual Consultant 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 Individual Consultant 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 Individual Consultant 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 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 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 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: Individual consultant 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 Individual consultant, 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 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 Capacity Building 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 Capacity Building 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 Capacity Building Commission under the terms of the Contract while the Individual Consultant 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 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 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 individual consultant 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 Individual Consultant 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 Individual Consultant 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 Individual Consultant 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 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 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 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 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 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 Capacity Building Commission/Government of India, his/her services will be liable for discontinuation without assigning any reason.

4. Terms of reference

4.1 Members of the Commission and Secretary, CBC are responsible for ensuring that detailed terms of reference as in **Annexure-I**, describing the work to be performed is shared with the individual consultant at the time of the consultant's appointment, with a copy to the administrative office.

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 of One year which may be extended by one year at a time upto a maximum tenure of three year, i.e., 1+1+1 years subject to their past performance and with the approval of the Competent Authority for providing high quality services on specific projects as per requirement of Capacity Building Commission.

5.2 Professionals with the requisite qualification and experience as prescribed would be hired as Individual Consultants. As per Rule 177 of GFR2017, the consulting services do not include direct engagement of retired Government servants.

5.3 The Individual Consultants may be appointed on full-time basis and would not be permitted to take up any other assignment during the period of Consultancy with Capacity Building Commission.

5.4 The appointment of Individual Consultants is of a temporary nature and the Capacity Building Commission can cancel the appointment at any time without providing any reason for it.

5.5 **Number of Individual Consultants:** The total number of Individual Consultants to be engaged by Capacity Building Commission shall depend on the actual requirement at a particular point of time and provision of budget.

6. Educational Qualifications, Age, Experience, Remuneration:

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

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.

Desirable - Persons with M.Phil., M. Tech. M.S., LL.M, Ph.D, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

6.2 Experience, Age, Remuneration and No. of Consultant:

Name of the Position	Experience in Years*	Upper Age (limit)	Remuneration
Consultant Grade 1	3-8	45 Years	80,000
Consultant Grade 2	8-15	50 Years	1,45,000

* Ph.D holders will be given an added benefit of 3 years in experience, provided no work experience is counted during those 3 years.

NOTE: The Consultant Grade-1 can apply for a higher Consultancy Position in CBC competing with external candidates provided they meet the eligibility criteria for the higher Consultancy positions that are advertised.

6.2 (a) In case the duration of the Consultancy contract is for more than one year, the remuneration of Individual Consultants 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 the Performance Review Committee to be constituted duly approved by the Competent Authority in 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.

6.2 (b) Total enhancement in remuneration shall not exceed 5% annually in any case.

6.3 Hiring criteria may be further defined for specific positions depending on the specific requirements and circumstances.

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

Position	Made of Journey	Reimbursement of Hotel, Taxi and Food Bills
Consultant Grade -I	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.
Consultant Grade -II	By air in Economy Class or by Rail in AC Two Tier	Hotel accommodation of upto Rs. 4500/- per day; taxi charges for AC taxi upto 50 kms within the city and food bill not exceeding Rs. 1000/- per day shall be allowed.

8. **Payment:**

The payment will be released by Capacity Building Commission within one week after completion of the month based on the biometric attendance registered by the individual consultant or on certification by concerned Member in case the individual consultant has been deputed to other place.

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 Capacity Building Commission will issue TDS Certificate/so Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The Capacity Building Commission undertake no liability for taxes or other contribution payable by the Individual Consultant on payments made under this contract.

10. **Leave** - The Individual Consultants shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar 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 Member (Admin), Capacity Building Commission. Apart from this 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 S36012/03/2015-ss-1 dated 12th April, 2017.

11. SELECTION PROCESS

11.1 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.

11.2 The requirement of Capacity Building Commission will be advertised from time to time on its website and DoPT's website.

11.3 The applications received shall be placed before a Screening Committee with following composition:

Secretary, CBC	Chairman
Director (Admin)	Member
Deputy Secretary (IF)	Member

11.4 The Screening Committee shall shortlist the applicants and recommend, a panel of at least 3 eligible candidates per vacancy.

11.5 The panel of Shortlisted applications shall be placed before a Consultancy Evaluation Committee (CEC) with following composition.

Member (Admin/HR)	Chairman
Secretary, CBC	Member
Director (Admin)*	Member
Deputy Secretary (IF)*	Member

*Member (Admin/HR) may include an outside expert on case-to-case basis.

The Member (Admin/HR) may nominate an officer of the level of Additional Secretary as Chairman of CEC.

11.6 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.

12. **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.

13. **Training:** After joining, a minimum of three days induction training (not to be paid) be organized for all the individual consultants.

14. **Relaxation:** Where the Chairman, Capacity Building Commission 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 rules.

15. This issues with the concurrence of DS (IF), CBC and with the approval of the Competent Authority, Capacity Building Commission vide file of even number dated 18/10/2023.


(Ankur Verma) 26/10/2023

Under Secretary to the Govt. of India
Tel: 23701130

To

1. Chairman & Members, Capacity Building Commission
2. All the officers of CBC
3. Website of Capacity Building Commission.

Government of India
Capacity Building Commission

Contract for the services of an individual Consultant

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 Individual Consultant on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Consultant 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 Individual Consultant shall perform the services as described in the Terms of References 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 [Insert Consultants or Senior Consultants]. This Consultancy Contract is further subject to the conditions mentioned in the "Procedure and guidelines for engagement of Consultants Grade-1 and Consultant Grade-2 in Capacity Building Commission, 2023" 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 Individual Consultant 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 Para 7 of “Procedure and guidelines for engagement of Consultant Grade-1 and Consultant Grade-2 in Capacity Building Commission, 2023 dated.....”

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 Consultancy Contract and OMs issued by Capacity Building Commission from time to time on work allocation/reporting etc. Accordingly, the Individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Consultancy Contract. The Individual Consultant shall be solely liable for claims by third parties arising from the Individual Consultant'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 Individual Consultant, acknowledge and agree that I have read and accept the terms of the Consultancy Contract.

The Individual Consultant 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 individual Consultant

(Followings are to be filled by the concerned vertical and sent to Administration to initiate hiring process)

Capacity Building Commission Reference:

1. Name of the Chairman/Member(s)/Secretary:
2. Name of the Position: Consultant Grade-1 / Consultant Grade-2
3. Purpose of assignment:
3. Duration:
4. Tasks Related to Assignment:
5. Job Description:
6. Qualifications and Competencies:
 - a. Academic:
 - b. Work experience:

Annexure II

“Procedure and Guidelines for engagement of Consultant Grade-1 and Consultant Grade-2 in Capacity Building Commission, 2023 dated.....”