

No. 08-01/2024-CBC (Pt.)
Government of India
Department of Personnel and Training
Capacity Building Commission

21st floor, Jawahar Vyapar Bhawan
Tolstoy Marg, New Delhi
Dated: 18th February 2025

Subject: Procedure and Guidelines for engagement of Program Coordinator/ Karmayogi Saarthi in Capacity Building Commission (CBC).

In supersession of "Procedure and Guidelines for engagement of Program Coordinator in Capacity Building Commission" dated 20th November, 2023, the following guidelines and procedures are being prescribed for engagement of Program Coordinator/ Karmayogi Saarthi in Capacity Building Commission until such time as these guidelines are amended or new guidelines issued. These modified guidelines will come into effect from the date of issue.

1. Purpose and Scope of Work

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. The Central Government has constituted the Capacity Building Commission (CBC) to oversee the implementation of key deliverables under the 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 the 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 enhancing 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 the implementation of capacity-building initiatives under Mission Karmayogi for various Ministries/Departments/Organizations (MDOs).

1.2 The general terms and conditions of engagement of Program Coordinator/ Karmayogi Saarthi will be incorporated into their respective individual consultancy contract ("Contract").

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

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/ Karmayogi Saarthi as per terms of engagement and is distinct from Salaries.

3. Contractual terms and conditions:

3.1 **Legal Status:** The Program Coordinator/ Karmayogi Saarthi 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 Program Coordinator/ Karmayogi Saarthi.

3.2 Standards of Conduct:

3.2. In general the Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi shall perform its obligations under the Contract with the fullest regard to the interests of Capacity Building Commission. The Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Program Coordinator/ Karmayogi Saarthi for cause.

3.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Program Coordinator/ Karmayogi Saarthi shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi. Such equipment, when returned to Capacity Building Commission, shall be in the same condition as when delivered to the Program Coordinator/ Karmayogi Saarthi, subject to normal wear and tear, and the Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi would be subject to the provisions of the Indian Official Secrets Act, 1923. The Program Coordinator/ Karmayogi Saarthi 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: Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi, 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi's sole expense, such life, health and other forms of insurance as the Program Coordinator/ Karmayogi Saarthi may consider to be appropriate to cover the period during which the Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi which is attributable to the performance of services on behalf of Capacity Building Commission under the terms of the Contract while the Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi or the Program Coordinator/ Karmayogi Saarthi'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 Program Coordinator/ Karmayogi Saarthi.

3.8.2 The Program Coordinator/ Karmayogi Saarthi acknowledges and agrees that, with respect to any obligations under the Contract that the Program Coordinator/ Karmayogi Saarthi 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 Program Coordinator/ Karmayogi Saarthi. The Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi generally relating to performance of the Contract. The right of Capacity Building Commission to conduct an investigation and the Program Coordinator/ Karmayogi Saarthi's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Program Coordinator/ Karmayogi Saarthi 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 Program Coordinator/ Karmayogi Saarthi'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 Program Coordinator/ Karmayogi Saarthi's premises at reasonable times and on reasonable conditions in connection with such access to the Program Coordinator/ Karmayogi Saarthi's personnel and relevant documentation.

3.11 **Settlement of Disputes:** Capacity Building Commission and the Program Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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 Coordinator/ Karmayogi Saarthi will be engaged initially for a period of eleven (11) months or a part of it which may further extend by one year at a time or a part of it, upto a maximum tenure of three years, i.e., 1+1+1 years for providing high-quality services as per the 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 Professionals with the requisite qualification and experience as prescribed would be hired as Program Coordinator/ Karmayogi Saarthi. As per Rule 177 of GFR2017, the consulting services do not include direct engagement of retired Government servants.

4.3 The Program Coordinator/ Karmayogi Saarthi 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.

4.4 The engagement of Program Coordinator/ Karmayogi Saarthi is of a temporary nature and the Capacity Building Commission can cancel the appointment at any time without providing any reason for it.

4.5 **Number of Program Coordinator/ Karmayogi Saarthi:** The total number of Program Coordinator/ Karmayogi Saarthi to be engaged by Capacity Building Commission will be based on the actual requirement as determined by the Competent Authority.

5. **Educational Qualifications. Age, Experience, Remuneration:**

5.1.1 **Essential:** Bachelor's degree in relevant fields or B.E/B.Tech or 2 years PG diploma in management or MBBS or LLB (Hons) or CA or ICWA or possessing any professional degree acquired after 10+2.

5.1.2 **Desirable:** Master's degree in relevant fields M.Phil, PhD, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred. 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 or any recognized fellowship will also be counted as relevant experience 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. 1,25,000)

5.5 (a) The Consultancy Evaluation Committee (CEC) shall fix the consolidated remuneration for the position of Program Coordinator/ Karmayogi Saarthi 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 Coordinator/ Karmayogi Saarthi 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/ Karmayogi Saarthi 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. 2813/- per day; taxi charges of up to Rs. 423/- per day for travel within the city and food bills not exceeding Rs. 1125/- per day shall be allowed

**Reimbursement will be made as per prevailing rules and regulations of Government of India from time to time.*

6. **Roles and Responsibilities:** Program Coordinator/ Karmayogi Saarthi will work as a Programme Coordinators for implementing Mission Karmyogi programme in the Ministry/Department/Organisation (MDO) where he would be deputed. Program Coordinator/ Karmayogi Saarthi 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 Coordinator/ Karmayogi Saarthi will contribute to the key agenda of developing and implementing Annual Capacity Building Plans and implementing Karmayogi 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/ Karmayogi 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 Karmayogi guidelines.

7. **Placement of Program Coordinator/ Karmayogi Saarthi at MDOs:** After Selection, Program Coordinator/ Karmayogi Saarthi will be deputed at various Ministries/Departments Organisations for providing their services as indicated in **para 6** above.

8. **Mode of Selection:** The selection of Program Coordinator/ Karmayogi Saarthi shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 Selection of Consultant / 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 Coordinator/ Karmayogi Saarthi by Capacity Building Commission will be done in a phased manner as and when requirements arise in various Ministry/Department/Organizations. For this purpose, Capacity Building Commission 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, experience and evaluation of an assessment task (to test desired competencies) as prepared by CBC, of the following composition:

Director, CBC	Chairperson
Deputy Secretary, CBC	Member
One person nominated by the Competent Authority	Member

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

Either of the Members (Chairperson, Member-Admin or Member-HR), CBC	Chairperson
Secretary / Joint Secretary, CBC	Member
One person nominated by the Competent Authority	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 after completion of the month based on the attendance registered by the Program Coordinator/ Karmayogi Saarthi.

8.5 **Leave:** The Program Coordinator/ Karmayogi Saarthi 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. Un-availed leaves cannot be carried forward to next year of Contract. Further, leave up to one month may be considered without remuneration with the approval of Competent Authority.

8.6 **Attendance:** Program Coordinator/ Karmayogi Saarthi need to mark their attendance on Aadhar Based Biometric Attendance System (ABMAS) at the place of posting or any other suitable system. The monthly remuneration will be linked with their attendance on the system.

8.7 **Performance Review:** The Consultancy Evaluation Committee shall constitute a Performance Evaluation Committee (PEC) by order to assess the performance of Program Coordinator/ Karmayogi Saarthi on a quarterly basis. The PEC may devise its own method of evaluation as per requirement.

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 Program Coordinator/ Karmayogi Saarthi. The Capacity Building Commission undertake no liability for taxes or other contribution payable by the Program Coordinator/ Karmayogi Saarthi on payments made under this contract.

10. **Police Verification:** Police verification of the Program Coordinator/ Karmayogi Saarthi shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative the contract of Program Coordinator/ Karmayogi Saarthi 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 Program Coordinator/ Karmayogi Saarthi.

12. **Relaxation:** Where the Competent Authority 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.

13. This issues with the approval of the Competent Authority, Capacity Building Commission vide **F. No. 08-01/2024-CBC (Pt.)** dated **11-02-2025**.



(Ngulkhosat)

Under Secretary to the Govt. of India

Tel: 23701134

To

1. Chairman & Members, Capacity Building Commission
2. All the officers of CBC
3. NIC (for it placing on CBC's website).

Government of India
Capacity Building Commission

Contract for the services of Program Coordinator/ Karmayogi Saarthi

File No

Date:.....

This Contract is entered into on [insert date] between the Capacity Building Commission (hereinafter mentioned as CBC) and Mr. /Ms./Mrs.son/ daughter/wife of(hereinafter referred to as "the Program Coordinator/ Karmayogi Saarthi") whose address is:

WHEREAS the CBC desires to engage the services of the Program Coordinator/ Karmayogi Saarthi on the terms and conditions hereinafter set forth, and:

WHEREAS the Program Coordinator/ Karmayogi Saarthi is ready and willing to accept this Contract with the CBC 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".

AND WHEREAS, the CBC and the Program Coordinator/ Karmayogi Saarthi duly represent and warrant that:

The parties have the legal right and competence to enter into this Agreement and perform the obligations listed herein;

- (i) That the relationship between the CBC and the Program Coordinator/ Karmayogi Saarthi is strictly on a Principal-to-Principal basis. The Program Coordinator/ Karmayogi Saarthi is an Independent Service provider to the CBC. No Employer- Employee relationship exists by and between the parties.
- (ii) That the performance of its obligations and delivery under this agreement by both parties will neither violate any applicable Laws and Regulations nor cause any breach of any of its agreements with any third parties nor would unreasonably interfere with or disrupt the use of other services.
- (iii) That there is no exclusivity of services by and between the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IN CONSIDERATION OF MUTUAL PROMISES,IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

1.Nature of engagement/service

The Program Coordinator/ Karmayogi Saarthi shall perform the services as described in the Terms of References (ToR) which form an integral part of this Contract and are attached hereto as Annexure-I.



2. Terms of Reference (ToR)

The CBC hereby engages the Program Coordinator/ Karmayogi Saarthi to complete the work as provided in the Terms of Reference (ToR) (Annexure-I) to the satisfaction of CBC and the Program Coordinator/ Karmayogi Saarthi has agreed to such engagement. The Parties agree that the work specified in the ToR may be modified from time to time as per prior written mutual agreement between CBC and the Program Coordinator/ Karmayogi Saarthi, and that the ToR, as amended from time to time, shall form an integral part of this Agreement.

3. Duration

This Individual Contract shall commence on [], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [] unless sooner terminated in accordance with the terms of this Consultancy contract. He/She is designated as Program Coordinator/ Karmayogi Saarthi **for the period of months**. This Consultancy Contract is further subject to the conditions mentioned in the "Procedure and guidelines for engagement of Program Coordinator/ Karmayogi Saarthi in Capacity Building Commission (CBC)" **dated 18.02.2025** and are attached hereto by way of reference as Annexure-II.

4. Remuneration

A consolidated remuneration of Rs..... per month inclusive of all applicable taxes shall be paid to the Individual Program Coordinator/ Karmayogi Saarthi. The CBC reserves the right to deduct TDS and other taxes as may be required by law to be deducted by the CBC.

5. Travel Allowance and Dearness Allowance (TA/DA)

If any travel outside the Duty Station is required by the concerned Ministry/Department/Organization (hereinafter mentioned as MDO), and upon prior written permission, such travel shall be financed by the concerned MDO and the Individual Program Coordinator/ Karmayogi Saarthi shall receive reimbursement equivalent as prescribed in Para 5.5 of "Procedure and guidelines for engagement of Program Coordinator/ Karmayogi Saarthi in CBC, dated....., as mentioned below:

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. 2813/- per day; taxi charges within the city of up to Rs. 423/- per day for travel and food bills not exceeding Rs. 1125/- per day shall be allowed.

**Reimbursement will be made as per prevailing rules and regulations of Government of India from time to time.*

6. Leave

The Individual Program Coordinator/ Karmayogi Saarthi 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. Unavailed leaves cannot be carried forward to next year. Further, leave up to one month may be considered without remuneration with the approval of Competent Authority.

7.Representation and Warranty

The Program Coordinator/ Karmayogi Saarthi represents and warrants that:

7.1 The Program Coordinator/ Karmayogi Saarthi shall comply with all applicable laws and regulations; it holds and shall continue to hold statutory approvals, consents, licenses and permissions necessary to provide the consultancy in accordance with the terms and conditions of this Contract and shall adhere to and comply with all applicable laws in respect of the Services including compliances with policies; rules and regulations of CBC as also those that may be amended from time to time.

7.2 The Program Coordinator/ Karmayogi Saarthi has the necessary competence and is technically qualified, trained and experienced to duly provide its services under this contract and discharge its duties under this Contract in a lawful and ethical manner.

7.3 Neither making nor performance of this Contract will violate any law or conflict with or result in the breach or constitute a default or require any consent under any decree, order, judgment, indenture or agreement.

7.4 The Program Coordinator/ Karmayogi Saarthi shall render the services with due care, diligence and efficiency, in accordance with the highest standards of professional competence and quality prevailing for such services in the industry. Further, the Program Coordinator/ Karmayogi Saarthi undertakes and assures that it shall conduct itself with dignity and decorum in the discharge of its duties. However, in case it is found wanting for whatsoever reason; deliberate or otherwise; this Contract shall stand terminated forthwith; without notice or even payment in lieu of notice.

8.Obligations of the Program Coordinator/ Karmayogi Saarthi

8.1 It is agreed that the CBC is not obliged to appoint the Program Coordinator/ Karmayogi Saarthi as the sole Program Coordinator/ Karmayogi Saarthi in respect of the Assignment Description. It is agreed and understood by the Program Coordinator/ Karmayogi Saarthi that the CBC may hire the services of another Program Coordinator/ Karmayogi Saarthi or engage an employee for any such Assignment in addition to the Program Coordinator/ Karmayogi Saarthi and it shall have no objection to the same.

8.2 The Program Coordinator/ Karmayogi Saarthi shall comply with CBC's instructions, policies (including all Policies issued from time to time), procedures and security regulations in place for the time being and shall conduct itself in an orderly manner and maintain perfect discipline and shall not in any manner cause any interference, annoyance, nuisance, obstruction or any difficulty to the management of the CBC or its business or work or to its employees/officers.

9.Ownership and Intellectual Property Rights

9.1 The Program Coordinator/ Karmayogi Saarthi does not acquire any intellectual property rights under this Contract or through any disclosure here under, except the limited right to use any intellectual property right and Confidential Information in accordance with the purpose under this Contract. The Program Coordinator/ Karmayogi Saarthi agrees that the transmission of documents whether in print or otherwise to the Program Coordinator/ Karmayogi Saarthi and/or the access to the CBC shall not be construed to grant the Program Coordinator/ Karmayogi Saarthi a license or other rights owned or controlled by the CBC. The CBC shall at all times retain respective ownership in all intellectual property rights including trademarks, copyrights, brand



names, logos, whether registered or unregistered and to any Confidential Information that is disclosed by it to the Program Coordinator/ Karmayogi Saarthi under this Contract.

9.2 All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and other materials produced by Program Coordinator/ Karmayogi Saarthi under this Contract shall be the sole and exclusive property of the CBC. No such materials produced, either in whole or in part, under this Contract shall be subject to private use, or patent right by Program Coordinator/ Karmayogi Saarthi in India or in any other Country without the express written consent of the CBC. The copyright in any such material shall be assigned to the CBC without any additional charges. The Program Coordinator/ Karmayogi Saarthi has no objection in the CBC registering itself as the Owner of the Intellectual Properties.

9.3 The Provision of this clause shall survive the termination of this Agreement.

10. Indemnification

The Program Coordinator/ Karmayogi Saarthi shall indemnify and keep indemnified the CBC, its officers, agents and employees, against any and all actions, claims, liabilities, losses, damages, costs in respect of any proceedings arising out of the Program Coordinator/ Karmayogi Saarthi's performance of the Services. This clause shall survive the expiry or termination of this Agreement.

11. Termination

11.1 This Agreement shall automatically stand terminated on [Insert Date] without any notice.

11.2 The CBC 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 Program Coordinator/ Karmayogi Saarthi. The Program Coordinator/ Karmayogi Saarthi can also seek for termination of the contract upon giving one month's notice to the CBC.

11.3 If Program Coordinator/ Karmayogi Saarthi fails to serve the one month notice period, CBC shall retain the right to deduct his/her one month remuneration as penalty.

12. Confidentiality Obligations

12.1 The Program Coordinator/ Karmayogi Saarthi may gain access to various documents and other material information pertaining to the CBC's processes, techniques, tools and other CBC related information, which is proprietary to the CBC. The Program Coordinator/ Karmayogi Saarthi shall be responsible for maintaining absolute confidentiality regarding the contents of such information whether such information is marked confidential or not. The Program Coordinator/ Karmayogi Saarthi shall return all documents, papers, materials and other proprietary information promptly on termination of this Contract or on demand at any time during the continuation of this Contract.

12.2 The Program Coordinator/ Karmayogi Saarthi hereby acknowledges and agrees that all or any information of the CBC whether written, visual or oral or in any other medium, including but not limited to all employee information, policy information, project information, operations information, financial information, procedures, policies, processes, and/or any such information in connection with the activities of the CBC, which the Program Coordinator/ Karmayogi Saarthi may become privy to and/or come into the possession of as the Program Coordinator/ Karmayogi

Saarthi under this Contract, be considered as confidential and proprietary information of the CBC (hereinafter referred to as the "Confidential Information").

12.3 The Program Coordinator/ Karmayogi Saarthi hereby agrees, undertakes and covenants to treat the Confidential Information entrusted to it with absolute and utmost caution and to use all due care as would normally be exercised with its own material. The Confidential Information will be used solely for the purpose of this Contract and will not be used in any way directly or indirectly that is detrimental to CBC or its affiliates and such Confidential Information will be kept strictly confidential by Program Coordinator/ Karmayogi Saarthi and will not be disclosed, shared, leaked or disseminated to any third person in any manner whatsoever, except that Program Coordinator/ Karmayogi Saarthi may disclose the Confidential Information or portions thereof to those of its Personnel who need to know such information on a "need to know" basis, with prior approval of the CBC (it being agreed that those Personnel will be informed of the confidential nature of the Confidential Information and will agree to be bound by this Contract).

12.4 During the Term and thereafter, the Program Coordinator/ Karmayogi Saarthi will not divulge or appropriate to its own use or to the use of others, any secret or confidential information or knowledge pertaining to the activities of the CBC or of any of its subsidiaries, which is provided as confidential to the Program Coordinator/ Karmayogi Saarthi. The Program Coordinator/ Karmayogi Saarthi shall not publicly disparage the CBC or its work. This clause will survive the expiry or termination of this Agreement.

13. Miscellaneous

13.1 No Liability: The CBC shall not be liable under any circumstances to the Program Coordinator/ Karmayogi Saarthi or to any third party for any act, default or omission on the part of the Program Coordinator/ Karmayogi Saarthi, including in particular but without limitation, any breach by the Program Coordinator/ Karmayogi Saarthi.

13.2 Notice: All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Contract or such other address as the recipient may designate by notice given in writing to all the Parties. Any such notice may be delivered personally or by e-mail and shall be deemed to have been served if by personal delivery, when delivered and if by e-mail, when sending is confirmed.

Unless otherwise changed by notice delivered in the manner provided above, the addresses to which notices and other communications shall be sent shall be as follows:

If to CBC:

Address: CBC, 22nd Floor, Jawahar Vyapar Bhawan, Tolstoy Road, New Delhi-110001
Email Id: cbc-dopt@gov.in

If to the Program Coordinator/ Karmayogi Saarthi:

Address:
E-mail ID:
Mobile No:

13.3 Assignment: The Program Coordinator/ Karmayogi Saarthi may in no way assign its rights or obligations in whole or in part hereunder. However, the CBC may assign its rights or obligations in whole or in part based on exigencies of work without the prior written consent of the Program Coordinator/ Karmayogi Saarthi.



13.4 Time is of the essence: Time is of the essence in this Contract. The Program Coordinator/ Karmayogi Saarthi shall do all things necessary and incidental to the prosecution of Program Coordinator/ Karmayogi Saarthi's work.

13.5 Good faith: Each of the Parties undertake with the other to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Contract.

13.6 Entire Contract: This Contract constitutes the entire Contract between the Parties with respect to the matters dealt with herein. Each of the Parties hereby acknowledges that in entering into this Contract it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein. No variation of this Contract shall be valid or effective unless made by one or more instruments in writing signed by such of the Parties which would be affected by such variation.

13.7 Governing Law and Jurisdiction: This Contract shall be governed by and be construed in accordance with the Laws of India and the courts at Delhi alone shall have exclusive jurisdiction in respect hereof.

13.8 No partnership: It is expressly agreed that the Parties are dealing with each other on a Principal-to-Principal basis. Nothing in this Contract shall constitute or be deemed to constitute a partnership, agency or any other similar relationship between any of the Parties and none of them shall have any authority to bind the others in any way, whether contractually or otherwise. Nor is there any relation of Employer and Employee by and between the CBC and the Program Coordinator/ Karmayogi Saarthi.

13.9 Severability: Notwithstanding that any provision of this Contract may prove to be illegal or unenforceable, the remaining provisions of this Contract shall continue in full force and effect.

IN WITNESS thereof the Parties hereto have executed this Contract.

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

The Program Coordinator/ Karmayogi Saarthi is required to furnish a Medical Certificate and a Police Verification certificate within one month of executing this Consultancy Contract.

AUTHORIZING OFFICER, CBC:

**PROGRAM COORDINATOR/
KARMAYOGI SAARTHI:**

Name:

Name:

Signature:

Signature:

Date:

Date:

Place:

Place:



Annexure-I

TERMS OF REFERENCE (ToR)

Overview of the Program

Program Coordinator/ Karmayogi Saarthi will work to implement the Mission Karmayogi programme in the Ministry/Department/Organization (MDO) where he/she would be deputed. Program Coordinator/ Karmayogi Saarthi 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 Karmayogi 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.

Deliverables

- Quarterly training programs and non-training interventions in situations as detailed in Capacity Building Plan at the concerned MDOs.
- 1-to-2-point improvement in the ratings of the CSTI of the MDO as per the NSCSTI.
- 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 Karmayogi guidelines.

Responsibilities

Program Coordinator/ Karmayogi Saarthi will contribute to the key agenda of developing and implementing Annual Capacity Building Plans and implementing Karmayogi guidelines and National Standards for 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/Karmayogi Bharat.
- Facilitated with CBC and MDO support improvement in the ratings of the CSTI under the MDO.
- Update Dashboard of National Standard 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.

Reporting Person: CBU Head of the concerned MDO

Duration of the contract: 6 months

Location: Delhi

Annexure-II

Procedure and guidelines for engagement of Program Coordinator/ Karmayogi Saarthi in Capacity Building Commission (CBC)” dated 14th February 2025 (Attached hereafter).



