

Government of India
Ministry of Textiles

Udyog Bhawan, New Delhi
Dated: ~~28~~ March, 2023

OFFICE MEMORANDUM

Subject: Guidelines for Engagement of Young Professionals / Associates / Consultants / Senior Consultants in Ministry of Textiles as Independent Consultants.

In supersession of this Ministry's OM No.42011/17/2021-Estt dated 08.11.2021 for Engagement of Young Professionals (YPs) in Ministry of Textiles, the following guidelines are being prescribed for engagement of Young Professionals / Associates / Consultants / Senior Consultants in Ministry of Textiles until such time as these guidelines are modified further. These guidelines will come into effect from the date of issue.

1. **Background:** The Ministry of Textiles is responsible for policy formulation, planning and development of the Textiles Industry. The Ministry handles the core schemes for development of Textile Industry viz. Amended TUFS (ATUFS), Production Linked Incentive scheme, Integrated Processing Development Scheme (IPDS), Scheme for Capacity Building in Textile Sector (SAMARTH), PM-MITRA, Integrated Textile Parks (SITP), Scheme for Incubation in Apparel manufacturing (SIAM), and Textile Cluster Development Scheme (TCDS), National Technical Textile Mission (NTTM) etc. It is considered useful to utilize them to build organizational capacity, strengthen programme monitoring, schemes formulation, evaluation, project monitoring protection, development of textile industry in the country and promotion of Indian Textile in the world.

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

2. Type and Tenure of Engagement

- i. The Engagements shall be at four levels - Young Professional, Associate, Consultant, Senior Consultant and shall be collectively known as Independent Consultants (ICs).
- ii. The engagement will be purely on a contractual basis.
- iii. These engaged personnel shall have the legal status of an independent consultant vis-à-vis, Ministry of Textiles and shall not be regarded, for any purposes, as being either a 'staff member' an 'official' of Ministry of Textiles. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between Ministry of Textiles and the Individual Consultants.

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

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

3.1. Essential Educational Qualification:

Master Degree from a recognized university/institution in the discipline relevant to the Job Description.

3.2. Desirable qualification: As specified by the Concerned Division of Ministry of Textiles as per actual work requirement of the verticals.

3.3. Experience, Age and remuneration:

Position	Upper Age Limit (as on 01 st July of Year of Advertisement)	Post qualification Experience Years*	Relevant experience (No. of years)
Young Professionals	35 years	Minimum 1 year	0
Associate	45 years	Minimum 3 years	1
Consultant	50 years	Minimum 8 years	3
Senior Consultant	62 years	15 years and above	5

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

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

4. **Selection Process :** The selection of Independent consultants shall be done through a Screening Committee and Selection Committee to be constituted with the approval of Secretary, Textiles.

5. Remuneration and Annual Enhancement

5.1. Remuneration

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

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

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

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

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

5.3. Annual Enhancement of Remuneration and Extension of Tenure

- i. The remuneration may be reviewed after completion of every one year on annual basis.
- ii. Extension of the Independent Consultants shall be allowed strictly on the basis of evaluation of performance based on the performance report from respective wing head (Not below the rank of JS or equivalent). Enhancement of the remuneration shall be allowed on the basis of recommendations of a Committee to be constituted under AS, MoT with the approval of Secretary, MoT.
- iii. The Remuneration Enhancement based on performance shall be as follows:

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

in reputed journals / magazine / newspaper or has authored books etc.	
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6. Training:

Concerned divisions may design an Induction module for each Independent Consultant. Apart from this, there shall be role specific modules, each Independent Consultant will go through after joining in their position.

- 7. Terms of Reference:** The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results – based and time-bound. Detailed TOR will be drawn by respective divisions in MoT to which ICs are posted. The TOR will be deemed to be part of the contract.

8. Payment:

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

9. Working Hours and Leave

- i. Working Hours shall normally be from 9.00 AM to 5.30 PM during working days including half an hour lunch break in between. However, in exigencies of work, Independent Consultants may be required to sit late and may be called on Saturday / Sunday and other holidays also. Such late sitting or working on close holidays on exigencies will not attract any additional remuneration.
- ii. Paid leave shall be granted at the rate of 1.5 days for each completed month. Accumulation of leave beyond calendar year will not be allowed. Moreover, the absence up to one month for any valid reason will be considered without remuneration.
- iii. Apart from above, the women Independent Consultants may be eligible for maternity leave as per the maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour & Employment vide letter No. S-36017/0302015-ss-I dated 12th April, 2017.

10. Termination:

- i. The engagement can be terminated at any time by the Ministry by giving 15 days' notice or pay in lieu thereof. Similarly, the Independent Consultant may also resign after giving notice for a similar period.
- ii. The Ministry reserves the right to terminate any Independent Consultancy at any stage in event of a serious failure to perform the task assigned or of failure to observe any standards of conduct.

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

- i. Title to any equipment and supplies that may be furnished by MoT to the Independent Consultant for the performance of any obligations under the Contract shall rest with MoT, and any such equipment shall be returned to MoT at the conclusion of the contract or when no longer needed by Independent Consultant. Such equipment, when returned to MoT, shall be in the same condition as when delivered to the Independent Consultant, subject to normal wear and tear, and He / She shall be liable to compensate MoT for any damage or degradation of the equipment that is beyond normal wear and tear.
- ii. MoT shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents , copyrights and trademarks with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Independent consultant has developed for MoT under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Independent consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for MoT. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Independent Consultant under the contract shall be the property of MoT, and shall be made available for use or inspection by MoT at reasonable times and in reasonable places, and shall be treated as confidential and shall be delivered only to MoT authorized officials on completion of work under the Contract.

12. Force Majeure and other Conditions:

- i. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not). Invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the individual consultants.
- ii. The Individual Independent Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Independent Consultant must perform in or for any areas in which MoT 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.

- 13. Audits and Investigations:** Each invoice paid by MoT shall be subject to a post-payment audit by auditors, whether internal or external, of MoT or by other authorized and qualified agents of MoT 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. MoT shall be entitled to a refund from the Individual Independent Consultant for any amounts shown by such audits to have been paid by MoT other than in accordance with the terms and conditions of the Contract. The Individual Independent consultant acknowledges

and agrees that, from time to time, MoT the obligations performed under the contract, and the operations of the Individual Independent Consultant generally relating to performance of the Contract. The right of MoT to conduct an investigation and the Individual Independent Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Independent Consultant shall extend full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual Independent consultant's obligation to make available his/her personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to MoT access to the Individual Independent Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Independent Consultant's personal and relevant documentation.

14. **Settlement of Disputes:** MoT and the Independent Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.
15. **Arbitration:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to the AS (MoT) for arbitration. The AS (MoT) may appoint an arbitrator for the settlement of the dispute.
16. **Conflict of Interest:** The Individual Independent Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. He/ She will be expected to display utmost honesty, secrecy of office and sincerity while discharging his/ her duties. In case the services of the Individual Independent Consultant are not found satisfactory or found in conflict with the interests of the MoT/Government of India, his/her services will be liable to be terminated without assigning any reason.
17. **General terms and conditions:**
 - i. Ministry of Textiles (MoT) may require the Independent Consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of Ministry of Textiles.
 - ii. The Independent Consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/ her obligations under the contract, as well as for arranging, at the Individual Independent consultant's sole expense, such life, health and other forms of insurance as the Independent Consultant may consider to be appropriate to cover the period during which the Individual Independent Consultant provides services under the contract.
 - iii. The engagement as Independent Consultant is subject to verification of documents related to educational qualification and experience. If any information / documents submitted by Independent Consultant are found false / wrong at any stage, his/her engagement will be terminated immediately and appropriate action will be taken against him/her as per rules.
 - iv. Independent Consultant will be governed by the Official Secrets Act, 1923, as amended from time to time and will not disclose to any unauthorized person(s) any information / data that come to their notice during the period of their engagement as 'Young Professional / Associate / Consultant / Senior Consultant' in the

- Ministry. All such information / records / papers / software/ emails etc. will be property of the Government.
- v. The Independent Consultant shall not advertise or otherwise make public for the purpose of commercial advantage that it has contractual relationship with Ministry of Textiles. He/ She shall not, in any manner whatsoever, use the name, emblem or official seal of the Government of India or Ministry of Textiles or any abbreviation of the name of Ministry of Textiles, in connection with business or otherwise without the prior written permission of the competent authority of Ministry of Textiles.
 - vi. The Independent consultant shall be expected to conduct himself/ herself in accordance with the rules and regulations of the Government of India. He/ She will be expected to demonstrate high moral character, integrity, secrecy of office and dedication to work while discharging his / her duties. In case his/ her services are not found satisfactory or found to be in conflict with the interest of the Ministry of Textiles/ Government of India, his/ her services will be terminated forthwith, without any notice period or compensation.
 - vii. In General, the Independent Consultant shall neither seek nor accept instructions from any authority external to MoT in connection with the performance of his/ her obligations under the contract. The Independent Consultant shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the contract that may adversely affect the interests of MoT, and the Independent consultant shall perform its obligations under the contract with the fullest regard to the interest of MoT. The Independent consultant warrants that he/ she has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of MoT. He/ She shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/ her obligations under the contract. In the performance of the Contract, the Individual Consultant shall comply with the normal standards of Conduct. Failure to comply with the same is ground for termination of the Individual Consultant for cause.
 - viii. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Independent Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Independent Consultant acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights or remedies contract. In addition, nothing herein shall limit the right of MoT to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
 - ix. In the unfortunate event of the death, injury or illness while serving Ministry of Textiles, the independent consultant or the next of kin shall not be entitled to any compensation or Appointment.
 - x. The Independent Consultant will be required to submit a police verification report from their concerned police station and also submit a medical-cum-fitness certificate issued by any authorized Medical Practitioner prior to engagement.
 - xi. The period of engagement would commence from the date of joining at Ministry of Textiles.
 - xii. The period of engagement as Independent consultant will not confer any claim or right for subsequent engagement/ employment with Ministry of Textiles or any other Government Department at a later date.

- xiii. Where the Secretary, Ministry of Textiles is of the opinion that it is necessary or expedient to do so, it may by order and for reasons to be recorded in writing, relax any of the provisions.
18. Young Professional / Research Associate / Research Fellow / Consultant engaged under the previous guidelines, shall continue to be governed by the terms and conditions of those guidelines till the expiry of their existing contract. Any extension of tenure will be subjected to these new guidelines.
19. These guidelines shall not be applicable to retired government servants hired as consultants. The same shall continue to be governed under the extant guidelines of DoE.
20. This issues with the concurrence of AS&FA vide C.No 52268 dated 15.02.2023 and subsequent approval of HMoT.



(R S Shukla)

Deputy Secretary to the Govt. of India