

## ***Service and contract conditions :***

**1. Definition:** The following definition applies for the purpose of the present instructions:

**1.1 "Individual Consultant or Service Provider"** means Senior Consultant or Consultant Grade-2 or Consultant Grade 1 or Young Professional 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.

**1.2 "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, etc.

**1.3 "Consultancy"** means the nature and purpose of engagement of an Individual Consultant/Service Provider. The said Consultancy engagement will be governed by a specific contract providing for terms and conditions of engagement and by the directions, issued through Office Memoranda, post engagement, from time to time, by the Competent Authority.

**1.4 "Competent Authority"** for the purpose of these guidelines, would be the CEO, STC(State Transformation Commission) or any official who may specifically be delegated by the CEO.

**1.5 "Remuneration"** means a consolidated payment that will be processed STC on a monthly basis to the Individual Consultant as per terms of engagement and is distinct from Salaries.

## **2. Consultancy terms and conditions**

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

### **2.2 Standards of Conduct:**

**2.2.1** The Individual Consultants shall neither seek nor accept instructions from any authority external to STC in connection with the performance of their obligations under the Consultancy Contract. The Individual Consultants shall not take any action during their engagement in respect of the performance of the Contract or otherwise related to their obligations under the Contract that may adversely affect the interests of STC. The Individual Consultants shall perform their obligations under the Consultancy Contract with the fullest regard to the interests of STC. The Individual Consultants are enjoined not to offer any direct or indirect benefit arising from or related to performance of the Contract or the award thereof the Consultancy engagement to any representative, official, employee or other agent of STC. The Individual Consultants shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Consultancy Contract. In the performance of the Consultancy Contract, the Individual Consultant shall comply with the Standards of Conduct. Failure to comply with the same is grounds for termination of the Consultancy Contract governing the Consultancy.

**2.2.2 Prohibition of Sexual Exploitation and Abuse:** During the performance of the Consultancy Contract, the Individual Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of STC to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.

### **2.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:**

**2.3.1** Title to any equipment and supplies that may be furnished by STC to the Individual Consultants for the performance of any obligations under the Consultancy Contract shall rest with STC, and any such equipment shall be returned to STC at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to STC, 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 STC for any damage or degradation of the equipment that is beyond normal wear and tear.

2.3.2 STC 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 STC under the Consultancy 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 Consultancy Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made during the engagement for STC. 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 Consultancy Contract or as result of such Consultancy Contract shall be the property of STC that shall be made available for use or inspection by STC at reasonable times and in reasonable places. It shall be treated as confidential and shall be delivered only to STC's authorized officials on completion of work under the Consultancy Contract.

**2.4 Confidential Nature of Documents and Information:** The Individual Consultant shall be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultants shall not, except with the previous sanction of STC or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV/Radio broadcast/ Social Media or contribute an article or write a letter in any newspapers or periodical either in their 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 them by STC. The Individual Consultant is prohibited from sharing any material (as described in Para 2.3.2 above) that was created as part of the Consultancy or received during the engagement at the NITI from external agencies or from within STC. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer, while, the obligations of the provisions of The Official Secrets Act, 1923 shall remain effective for all intents.

**2.5 Use of Name, Emblem or Official Seal of the STC:** Individual Consultants shall not advertise or otherwise make public for purposes of commercial advantage that a contractual relationship exists with STC, nor shall the Individual Consultants, in any manner whatsoever, use the name, emblem or official seal of STC, or any abbreviation of the name of STC, in connection with any business or otherwise without the written permission of STC.

**2.6 Insurance:** The Individual Consultants shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of their obligations under the Consultancy Contract, as well as for arranging, at their own expense, such as life, health and other forms of insurance as the Individual Consultant as they may consider appropriate to cover the period during which they are engaged.

**2.7 Travel, Medical Clearance and Service incurred Death, Injury or Illness:**

2.7.1 STC may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in any offices or premises of STC.

2.7.2 In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of STC under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of STC or is performing any responsibilities under the Consultancy Contract in any offices or premises of STC or Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

**2.8 Force Majeure and other Conditions:**

2.8.1 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 any Individual Consultant.

2.8.2 The Individual Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which STC 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 Consultancy Contract.

**2.9 Termination:** The STC can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it. STC reserves the right to terminate the services of an Individual Consultant at any stage, in the event of a serious failure in the performance of the assigned task or in the case of a failure to observe the prescribed standards of conduct as set out in para 2.2 of these Guidelines. However, in the normal course, STC will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the STC.

**2.10 Audits and Investigations:** Each invoice paid by STC shall be subject to a post-payment audit by auditors, whether internal or external, of STC or by other authorized and qualified agents of STC at any time during the term of the Consultancy Contract and for a period of two (2) years following the expiration or premature termination of the Consultancy Contract. STC shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by STC other than in accordance with the terms and conditions of the Consultancy Contract. The Individual Consultant acknowledges and agrees that, from time to time, STC may conduct investigations relating to any aspect of the Consultancy Contract or the award thereof, the obligations performed under the Consultancy Contract, and the operations of the Individual Consultant generally relating to performance of the Consultancy Contract. The right of STC to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or premature termination of the Consultancy Contract. The Individual Consultant shall provide full and timely cooperation with 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 such personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to STC access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personal and relevant documentation.

**2.11 Settlement of Disputes:** STC and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. In case of any such dispute first level of hearing to be done at the level of ACEO, STC. If the individual consultant is not satisfied with the first level of hearing then an appeal can be filed at the level of CEO, STC whose decision will be final and binding.

**2.12 Governing Law:** The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts at LUCKNOW.

**2.13 Conflict of Interest:** The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the STC/Government of India, his/her engagement will be liable for discontinuation without assigning any reason.

**2.14 Duration of Engagement:** Individual Consultants will be engaged for a fixed period of two years which may be extended by one year at a time upto a maximum tenure of five years, i.e., 2+1+1+1 years for providing high quality services on specific projects as per requirement of the STC. 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. Extension beyond five years may be considered under exceptional circumstances with the approval of Vice Chairman, STC. However, no extension will be given beyond the age of 65 years.

**2.15** Professionals with requisite qualification and experience as prescribed would be engaged as Individual Consultants. Retired government servants who fulfil the eligibility criteria with requisite experience in the relevant sector/field can also participate through the competitive process in line with the rule 177 of GFR, 2017. The remuneration of such government servants so engaged shall be governed as per these guidelines. They cannot be engaged against regular vacant post as consultants under this Rule. Their engagement should be for specific tasks and for a fixed duration with clear output oriented goals.

**2.16** The Individual Consultants may be engaged on part-time or full-time basis. Individual Consultants engaged on full-time basis would not be permitted to take up any other assignment during the period of Consultancy with STC under these Guidelines.

**2.17** The engagement of Individual Consultants is of a temporary nature and the STC can cancel the engagement at any time without providing any reasons thereof.

**2.18** Part time Individual Consultants can be engaged by STC on such terms and conditions as the Competent Authority may decide, provided, that there is no conflict of interest with respect to the work they are handling in the STC. Full time as well as part time consultants shall declare prior to taking up the consultancy assignment that neither their previous work nor any existing interest will create any conflict of interest vis-à-vis the work assignment at STC

**2.19** The Consultancy Evaluation Committee (CEC) shall fix the consolidated remuneration for the positions of Senior Consultants, Consultants Grade-2 and Consultants Grade-1 based on its recommendation. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

**2.20** 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 CEO, STC, 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 CEO
In exceptional cases, where any Individual Consultant has demonstrated exemplary performance in his/her domain and has made significant contribution in policy making and his or her articles have been published in reputed journals /magazine/newspaper or has authored books etc. <b>NOTE: The criteria based on which 10% enhancement is recommended should be spelt out and brought out in the recommendations made by the Committee while evaluating the performance of the Individual Consultants.</b>	Upto 10% of the remuneration with the approval of CEO.

#Performance not to be judged merely on the grading obtained on the Annual Performance Report, Publications of articles in reputed journals/magazine/newspaper or books authored by the Individual Consultants will be given extra weightage while evaluating/deciding cases for enhancement in remuneration etc.

**2.21** Total enhancements in remuneration shall not exceed 10% annually in any case.

**2.22** Notwithstanding anything mentioned above, in no case shall the remuneration of any Individual Consultant shall exceed 1.35 times of the initial remuneration.

**2.23** Engagement criteria may further be defined for specific positions depending on the specific requirements and circumstances.

**2.24** Remuneration of Part-time Consultants will be decided on number of man-days basis by the CEC,

**2.25. Reimbursement of or grant of advance:** The Individual Consultant may require to undertake domestic official tours with due approval and they will be allowed the following reimbursement of or grant of advance for official expenditure as given below:-

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Young Professional/Consultant Grade-	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-2	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 bills not exceeding Rs. 1000/- per day shall be allowed.
Senior Consultant	Air in in Business class or by Rail AC 1 <sup>ST</sup> Class	Hotel accommodation of upto Rs. 7500/- per day; no limits for reimbursement of taxi charges for AC taxi within the city and food bills not exceeding Rs. 1200/- per day shall be allowed.

**2.26** Remuneration: The consolidated remuneration will be released by STC within one week after completion of the month based on the attendance registered by the Individual Consultant or on certification by Head of the Vertical/Section/Division concerned in case the Individual Consultant has been deputed to other place.

**2.27 Leave** 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. Unavailed leaves cannot be carried forward to the next year. Further, leave up to one month may be considered without remuneration with the approval of CEO, STC. However, in exceptional cases for professional development, training etc., this condition may be relaxed by CEO, STC.

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

**2.29 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 Consultancy Contract of Individual Consultant shall cease to exist with immediate effect without any notice.

**2.30 Training:** After joining, a minimum of three days induction training (not to be paid) be organized for all Individual Consultants.

**2.31 Relaxation/Modifications:** Where the Vice Chairman STC is of the opinion. that it is necessary or expedient so to do, he/she may by order and for reasons to be recorded in writing, relax/modify any of the provisions of these guidelines

### **3. Terms of Reference**

3.1 STC will be responsible for the preparation of detailed Terms of Reference (TOR). These ToRs will give description of the work to be performed by the Individual Consultants.

3.2 The Terms of Reference are mandatory and shall form part of the individual Consultancy 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.

### ***Educational Qualifications, Age, Experience and Remuneration:***

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

**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.

#### **1.2 Experience, Age and Remuneration:**

Name of the Position	Experience in Years*	Upper Age (limit)	Remuneration (in Rs.)
Young Professional I	1	32 years	70,000
Consultant Grade-1	3-8	45 years	80,000-1,45,000
Consultant Grade-2	8-15	50 years	1,45,000-2,65,000
Senior Consultant	15 years and above	62 years	2,65,000-3,30,000

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

**NOTE:** The Consultants Grade-2/Consultants Grade-1/Young Professionals can apply for a higher Consultancy position in **STC, U.P.** competing with external candidates provided they meet the eligibility criteria for the higher Consultancy positions that are advertised.

## ***Selection process***

STC will periodically advertise from time to time, on its website as well as in at least one newspaper (both Hindi and English), its requirements in terms of areas of work/ specialisations and encourage interested candidates to register offline through post or on any online portal (as the case may be )at any time of the year, for being considered for engagement as Individual Consultants. If none of the profiles in the applicants meet the requirements or in order to enhance the pool of candidates, a specific requirement can be advertised separately again.

Based on the number of individual consultants required a screening committee will shortlist eligible applicants from the available pool . The screening committee will have following composition :

- 1) Aceo ,Stc - Chairman
- 2) Additional director ,Stc
- 3) Finance controller ,Stc

This committee will shortlist the eligible applicants and recommend a panel of at least 3 eligible candidates per requirement to be placed before a consultancy evaluation committee

Composition of consultancy evaluation committee

- 1) Ceo ,Stc – Chairman
- 2) Aceo
- 3) Finance controller ,Stc

The CEO may include any outside member in addition ,to above committees