Subject:- Procedure and guidelines for engagement of Consultants/Senior Consultants in National Disaster Management Authority (NDMA).

In supersession of “Procedure and Guidelines for engagement of Consultants in National Disaster Management Authority (NDMA) on contract basis” dated 16.07.2014 and subsequent amendment to it (if any), the following guidelines and procedures are being prescribed for engagement of Consultants (Grade-I and Grade-II)/ Senior Consultants in NDMA until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue.

1. The General conditions of Contracts for the services of Consultants (Grade-I and Grade-II)/Senior Consultants will be incorporated into their individual contracts.

2. “Consultancy Services” covers a range of services that are of an advisory or professional nature and are provided by consultants. These services typically involve providing expert or strategic advice e.g. management consultants, policy consultants or communications consultants. Advisory and project related Consultancy services which include, for example feasibility studies, project management, Engineering services, Architectural services, finance accounting and taxation services, training and development.

3. **Contractual terms and conditions**

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

3.2 **Standard of Conduct:**

3.2.1 In general the Individual Consultant shall neither seek nor accept instructions from any authority external to NDMA in connection with the performance of its obligations under the Contract. The Individual Consultant shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely
affect the interests of NDMA, and the individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of NDMA. The Individual Consultant warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of NDMA. The Individual Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual Consultant shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Individual Consultant for cause.

3.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual Consultant shall comply with the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. The Individual Consultant acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing here in shall limit the right of NDMA 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 NDMA to the Individual Consultant for the performance of any obligations under the Contract shall rest with NDMA, and any such equipment shall be returned to NDMA at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to NDMA, 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 NDMA for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2 NDMA 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 NDMA under the Contract and which bear a direct relation to or a reproduced or prepared or collected in consequence of or during the course of, the performance of the Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for NDMA. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates,
recommendations, documents and all other data compiled by or received by the Individual Consultant under the Contract shall be the property of NDMA, shall be made available for use or inspection by NDMA at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to NDMA authorized officials on completion of work under the Contract.

3.4 Confidential Nature of Documents and Information: The Individual Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultant shall not except with the previous sanction of NDMA or in the bona fide discharge of his or her duties, publish a book or 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 NDMA.

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

3.6 Insurance: The Individual consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual consultant’s sole expense such life, health and other forms of insurance as the Individual consultant may consider to be appropriate to cover the period during which the Individual consultant provides services under the Contract.

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

3.7.1 NDMA may require the Individual consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of NDMA.

3.7.2 In the event of the death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of the NDMA under the terms of the Contract while the Individual Consultant is travelling at NDMA expense or is performing any services under the Contract in any offices or premises of NDMA or Government of India the Individual Consultant or the Individual Consultant’s dependents, as appropriate, shall not be entitled to any compensation.
3.8 **Force Majeure and other Conditions:**

3.8.1 Force Majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual Consultant.

3.8.2 The Individual Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Consultant must perform in or for any areas in which NDMA is engaged in, preparing to engage in, or disengaging from any peace keeping, 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 NDMA can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the contract upon giving one month's notice to the NDMA.

3.10 **Audits and Investigations:** Each invoice paid by NDMA shall be subject to a post-payment audit by auditors, whether internal or external, of NDMA or by other authorized and qualified agents of NDMA 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. NDMA shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by NDMA other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time NDMA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual Consultant generally relating to performance of the Contract. The right of NDMA to conduct an investigation and the individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The individual Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to the Individual Consultant's obligation to make available its personal any relevant documentation for such purposes at reasonable time and on reasonable conditions and to grant to NDMA access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such an investigation.
with such access to the Individual Consultant as personnel and relevant documentation.

3.11 Settlement of Disputes: NDMA and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

3.12 Arbitration: Any dispute, controversy or claim between the parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably as provided above shall be referred by either of the parties to the Vice Chairman (VC) / Member Secretary, NDMA for arbitration. The VC/ Member Secretary, NDMA may appoint an arbitrator for the settlement of the controversy.

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

4. Terms of reference

4.1 Heads of Divisions are responsible for ensuring that detailed terms of reference describing the work to be performed are prepared well in advance of the engagement of the Individual Consultant and submit it in Annexure-I in a timely manner to the Administration Division for processing.

4.2 The terms of reference are mandatory and shall form part of the Individual Contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results based and time-bound.

4.3 The Consultants are expected to work on a project mode. They are expected to work from home beyond office hours or on government holidays, if needed.

General Terms & Conditions

5.1 Tenure: Individual Consultants will be engaged for a fixed period but not exceeding 3 years for providing high quality services on specific projects as per requirement of the Divisions. However, their continuation in their respective position beyond the first and second year, would be contingent on a satisfactory Annual Performance Review based on clearly defined Key performance Indicators. Extension beyond three years may be considered under exceptional circumstances with the approval of Vice Chairman/
Member Secretary, NDMA. However, no extension will be given beyond the age of 65 years.

5.2 Professionals with requisite qualification and experience as prescribed would be hired as Individual Consultants. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Government servants. However, a retired Govt. servant can be hired as consultant through a competitive process. They should not be engaged against regular vacant posts as consultant under this rule. Retired government servants can be engaged only for the specific tasks and for specific duration as consultant. They should be assigned clear output related goals.

5.3 The Individual Consultant may be engaged on full-time basis who shall not be permitted to take up any other assignment during the period of Consultancy with NDMA.

5.4 The engagement of Consultants is of a temporary nature and the NDMA can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course, it will provide one month’s notice to the Individual Consultant. The Individual Consultant can also seek the termination of the contract upon giving one month notice to the NDMA.

5.5 The total number of consultants to be engaged by NDMA shall depend on the actual requirement at particular point of time and provision of Budget.

6. Educational Qualifications Age, Experience and Remunerations

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

   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.

   Desirable – Persons with M. Phil., Ph. D., additional qualifications, Research experience, published papers and post qualification experience in the relevant field would be preferred. Ph.D. from reputed university shall be given additional weightage.
6.2 Experience, Age and Remuneration:

<table>
<thead>
<tr>
<th>Name of the Position</th>
<th>Post qualification experience (in years)</th>
<th>Upper age (limit)</th>
<th>Remuneration Band</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant (Grade-I)</td>
<td>3-5</td>
<td>45 years</td>
<td>75,000-1,00,000</td>
</tr>
<tr>
<td>Consultant (Grade-II)</td>
<td>5-10</td>
<td>50 years</td>
<td>1,25,000 – 1,75,000</td>
</tr>
<tr>
<td>Sr. Consultant</td>
<td>10 and above</td>
<td>62 years</td>
<td>2,00,000-2,50,000</td>
</tr>
</tbody>
</table>

* For retired employees from Government (Central or State), the upper age limit shall be 62 years in all the above categories.
* Essential/desirable educational qualifications and experiences will be verified with original certificates.

6.3 The consultation evaluation committee shall fix the consolidated remunerations for the positions of Consultant (Grade I&II) / Sr. Consultant, keeping in view the remuneration being drawn presently/last drawn by the selected individual and other relevant factors. In all other cases, the remuneration shall be fixed at the minimum of the relevant/applicable remuneration Band. The consolidated remuneration will be inclusive of all applicable taxes and no other allowance will be allowed.

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

7. TA/DA – The Individual Consultant may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA:

<table>
<thead>
<tr>
<th>Position</th>
<th>Mode of Journey</th>
<th>Reimbursement of Hotel, Taxi and food Bills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant (Grade-I)</td>
<td>Air in Economy class or by Rail in AC two Tier</td>
<td>Hotel accommodation of up to Rs. 4000/- per day; taxi charges of up to Rs. 500/- per day for travel within the city and food bills not exceeding Rs. 800/- per day.</td>
</tr>
<tr>
<td>Consultant (Grade-II)</td>
<td>Air in Economy class or by Rail in AC Two Tier</td>
<td>Hotel accommodation of upto Rs. 5000/- per day; taxi charges of upto Rs.500/- per day for travel within the city and food bills not exceeding Rs. 1,000/- per day.</td>
</tr>
<tr>
<td>Sr. Consultant</td>
<td>Air in Economy class or by Rail in AC 1st Class</td>
<td>Hotel accommodation of upto Rs. 6,000/-per day; Taxi charges of upto Rs. 500/- per day for travel within the city and food bills not exceeding Rs. 1,200/- per day.</td>
</tr>
</tbody>
</table>
8. **SELECTION PROCESS**

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

8.2 The requirement of NDMA will be advertised from time to time on its website as well as in the Employment News and in at least one newspaper (both Hindi and English). Other measures for wider publicity of vacancies may also be taken, if required.

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

| Director/ Joint Advisor/ Deputy Secretary (of the concerned Division) | Chairperson |
| Representative of Admin. Division | Member |
| Representative of Internal Finance Division | Member |

* The Screening Committee may include an outside expert (if required), on case to case basis.

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

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

| Member (nominated by VC/ Member Secretary) | Chairperson |
| Financial Advisor | Member |
| JS (Admin.)/ Advisor (Admin.) | Member |
| Advisor / Joint Secretary (of the concerned Division) | Member |

* The CEC may include an outside expert (if required), on case to case basis.

8.6 The CEC may devise its own method for selection of suitable candidates as per the requirement. The CEC may recommend a panel of names for keeping in reserve list with validity. The CEC may refer the panel of recommended candidates alongside reserve list to the Appointing Authority, i.e. Vice Chairman/ Member Secretary, NDMA for consideration and approval.

8.7 Payment: The payment will be released by NDMA after completion of the month based on the biometric attendance registered by the Individual Consultant.
9. Leave: The Consultants shall be entitled to leave of 8 days in a year on pro-rata basis. Further, the absence up to one month may be considered without remuneration. However, in Exceptional cases for professional development training etc., this condition may be relaxed by VC/ Member Secretary. Apart from this the women Consultants may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide no. S-36012/03/2015-SS-1 dated 12th April, 2017.

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

11. Police Verification: Police Verification of the Individual Consultants shall be done as per the latest instructions issued by MHA. In case the Police Verification is received as negative, the contract of Individual Consultant shall cease to exist with immediate effect without any notice.

12. In case of requirement of less than four months duration, NDMA may consider the option of invitation on single source selection. In case of specialised nature of work that does not need attending the office on daily basis, NDMA may permit the consultant to work on retainership basis. Decision in either of these cases will be taken at the level of VC/Member Secretary, NDMA.

13. Relaxation: Where the Vice Chairman / Member Secretary, NDMA 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 any of the provisions of these guidelines/ procedure.

14. Junior Consultants/Consultants/Sr. Consultants engaged under the earlier guidelines (of NDMA) No. 7-12/2009-Adm. Dated 16-07-2014 and subsequent amendment to it (if any) shall continue to be governed by the terms and conditions of the said guidelines dated 16-07-2014 and its amendment (if any) till the expiry of their existing contract.

15. This issues with the concurrence of FA vide Dy. No.-‘nil’ dated 02.03.2020 and approval of Member Secretary, NDMA.

(Abhishek Biswas)
Under Secretary(Admin.)
**Government of India**  
**Ministry of Home Affairs**  
**National Disaster Management Authority**  

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**File No.- Date: ...........

Contract for the services of an Individual Consultant**

Date:

This Contract is entered into on [insert date] between the NDMA and Mr./Ms./Mrs. .................. s/d/w/o ............ (hereinafter referred to as "the Individual Consultant")

whose address is ............................................

WHEREAS NDMA desires to engage the services of the Individual Consultant on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Consultant is ready and willing to accept this Contract with NDMA on the said terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Nature of services**

The Individual Consultant shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as Annexure I.

2. **Duration**

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. He/She is designated as [Insert Consultant Grade-I or Consultant Grade-II or Senior Consultant]. This Contract is subject to the conditions mentioned in the 'Procedure and guidelines for engagement of Consultants/ Senior Consultants in National Disaster Management Authority (NDMA)' dated 11.03.2020.
3. Payment

A consolidated remuneration of Rs ... ... ... ... per month inclusive of all applicable taxes shall be paid to the Individual Consultant subject to satisfactory services.

4. Rights and Obligations of the Individual Consultant

The rights and obligations of the Individual Consultant are strictly limited to the terms and conditions of this Contract, including its Annexes (if any). Accordingly, the Individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Consultant shall be solely liable for claims by third parties arising from the Individual Consultant’s own acts or omissions in the course of performing this Contract, and under no circumstances shall NDMA be held liable for such claims by third parties.

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

By signing below, I, the Individual Consultant, acknowledge and agree that I have read and accept the terms of this Contract, including the conditions mentioned in the ‘Procedure and guidelines for engagement of Consultants/ Senior Consultants in National Disaster Management Authority (NDMA)’ dated 11.03.2020 which form an integral part of this Contract.

The Individual Consultant has submitted a Statement of Good Health and form for Police verification.

**AUTHORIZING OFFICER: NDMA**

**INDIVIDUAL CONSULTANT**

Name:  
Signature: ---------  
Date:  
Place:

Name:  
Signature: ---------  
Date:  
Place:
Terms of Reference for the Individual Consultant

NDMA Reference:
Title: Consultant Grade-I/Consultant Grade-II/Sr. Consultant

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

1. Name of the Division:
2. Purpose of assignment:
3. Duration:
4. Tasks Related to Assignment:
5. Job Description:
6. Qualifications and Competencies:
   a. Academic:
   b. Work experience: