

# No. 24/7/2020-Admn.I Government of India Ministry of New and Renewable Energy CGO Complex, Block No.14, Lodhi Road, New Delhi – 110 003.

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Dated the 05th January, 2022

Subject: Terms and Conditions for engagement of Young Professionals in the Ministry of New & Renewable Energy

#### 1. Contractual terms and conditions

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

#### 1.2. Standards of Conduct:

- 1.2.1. In general, the Young Professional shall neither seek nor accept instructions from any authority external to MNRE in connection with the performance of the obligations under the Contract. The Young Professional shall not take any action in respect of the performance of the Contract or otherwise related to his/her obligations under the Contract that may adversely affect interests of MNRE, and the Young Professional shall perform his/her obligations under the Contract with the fullest regard to the interest of MNRE. In the performance of the Contract the Young Professional shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Contract.
- 1.2.2. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Young Professional shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Young Professional 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.
- 1.3. Title Rights, Copyrights, Patents and Other Proprietary Rights: Title to any equipment and supplies that may be furnished by MNRE to the Young Professional for the performance of any obligations under the Contracts shall rest with MNRE and any such equipment shall be returned to MNRE at the conclusion of the Contract or when no longer needed by the Young Professional. Such equipment, when returned to MNRE shall be in the same condition as when delivered to the Young Professional, subject to normal wear and tear, and the Young Professional shall be liable to compensate MNRE for any damage or degradation of the equipment that is beyond normal wear and tear. The Ministry of New & Renewable Energy shall be entitled to all intellectual property and other proprietary rights. Including, but not limited to patents, copyrights, trademarks, etc with regard to any products, processes, innovative ideas, know-how, documents and other material which the young professional has developed for the MNRE under the contract and which bears a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of

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the contract. Subject to the foregoing provisions, all documents, works, etc compiled or received by the young professional under the contract shall be the property of the MNRE.

- 1.4. Confidential Nature of Documents and Information: The Young Professional would be subject to the provisions of the Indian Official Secrets Act, 1923. The Young Professional shall not, except with the previous sanction of MNRE 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 newspaper or periodical either in his or her 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/her by MNRE.
- 1.5. Use of Name, Emblem or Official Seal of MNRE: Young Professional shall not advertise or otherwise make public for purposes of commercial advantage that he/her has a contractual relationship with MNRE, nor shall the Young Professional, in any manner whatsoever use the name, emblem or official seal of MNRE, or any abbreviation of the name of MNRE in connection with any business or otherwise without the written permission of MNRE.

# 1.6. Travel, Medical Clearance and Service Incurred Death, Injury or Illness:

- 1.6.1. MNRE may require the Young Professional to submit a Statement of Good Health from a recognised physician prior to commencement of work in any offices or premises of MNRE.
- 1.6.2. In the event of the death, injury or illness of the Young Professional which is attributable to the performance of services on behalf of MNRE under the terms of the Contract while the Young Professional is traveling at MNRE expense or is performing any services under the Contract in any office or premise of MNRE or Government of India, the Young Professional or the Young Professional's dependents, as appropriate, shall not be entitled to any compensation.
- 1.7. Termination: MNRE will evaluate the performance of selected candidates every month and can terminate the Contract at any time by giving one month's notice to any of the selected Young Professional. The Young Professionals can also seek for termination of the Contract upon giving one month's notice to the MNRE.
- 1.8. **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 Secretary, MNRE for arbitration.
- 1.9. Conflict of Interest: The Young Professional 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 Young Professional are not found satisfactory or found in conflict with the interests of the MNRE or Govt of India, his/her services will be liable for discontinuation without assigning any reason.

## 2. General Terms & Conditions

2.1. Period of Engagement: The period of engagement is proposed to be initially for one year and maximum of three years; continuation beyond first and subsequent year to be contingent on satisfactory annual performance review. There will be no engagement beyond third year.

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- 2.2. Professionals with requisite qualification and experience as prescribed would be hired as Young Professionals.
- 2.3. The Young Professionals will be appointed on full-time basis and would not be permitted to take up any other assignment during the period of work with MNRE. The place of posting of the Young Professionals would be New Delhi.
- 2.4. **Number of Young Professionals**: Maximum 10 young professionals at a time are proposed to be engaged. In order to ensure that no excessive financial burden is imposed on the Ministry, the total number of Young Professionals and Scientists at one point of time would not exceed the total sanctioned strength of Scientists i.e. 88.

# 3. Educational Qualifications, Experience, Age and Remuneration:

3.1. Educational Qualification:

#### **Essential:**

• Master's Degree in Physics/Chemistry/Mathematics/Statistics

Of

• BE/ B. Tech in any stream, relevant to Renewable Energy

or

MBA (Finance)

or

Graduate in law

or

Chartered Accountant (CA)

or

 2 Years Post Graduate Diploma in Management or Post Graduate Diploma in Power Management/ Renewable Energy & Grid Interface Technologies/Any other domain related to Energy.

#### Desirable:

- Analytical mindset with the ability to analyse and synthesize technical and operational information into concise decision-support briefs
- Excellent drafting skills; the ability to communicate clearly, concisely, and simply, in writing and verbally, to technology and funding decision-makers at senior levels of government
- Strong management skills with demonstrated ability to work effectively in teams as well as independently
- Attention to detail and end-to-end ownership
- Knowledge of taxes and duties, financial models, risk sharing models and data analytics.

While these are basic educational qualifications, selection would be based on the candidate's work relating to renewable energy and his/her commitments towards renewable energy as evident from supporting documents and personal interaction.

- 3.2. Experience: Minimum one-year experience in the Renewable Energy sector/ Finance
- 3.3. Age: Not exceeding 30 years.
- 3.4. **Remuneration**: The remuneration to these Professionals is proposed to be consolidated fixed amount of Rs. 70,000/- per month for first year, Rs. 75,000/- per month for second year, and Rs. 80,000/- per month for third year, for candidates who opt for three-year engagement. The consolidated remuneration will be inclusive of all applicable taxes. No allowances such as Dearness Allowance, House Rent Allowance, Residential Telephone, CGHS, Medical Reimbursements, etc are admissible.

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4. TA/DA: No TA/DA shall be admissible for joining the assignment or on its completion. The Young Professional may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA:

Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills	
AC Tier-II	Hotel Accommodation of upto Rs. 2250/- per day; taxi charges of upto Rs. 338/- per day for travel within the city and food bills not exceeding Rs. 900/- per day shall be allowed.	

- 5. Selection Process: The selection of Young Professional shall be as follows:
  - 5.1. Each Division desiring to hire Young Professional shall submit their requirement to the Administration-I Division indicating clear Terms of Reference (ToR) (Annexure-I) and scope of work for each Young Professional, with number of Young Professionals required and a certificate that Young Professionals proposed are not required for routine work. In the scope of work/ToR, each Division shall clearly indicate the specific assignment/time bound jobs, terms of reference for the work and outputs in the format prescribed in the Annexure-I. The details should be within the frame work of provisions contained in GFR-2017, Manual of Policies & Procedure for Employment of Consultants-2006 and Manual for Procurement of consultancy and Other Services 2017.
  - 5.2. The requirement of MNRE will be advertised from time to time on its website as well as in at least one newspaper (both Hindi and English).
  - 5.3. All applications received in response to the advertisement will be scrutinized and shortlisted by a Committee constituted for this purpose.
  - 5.4. The shortlisted candidates shall appear for Interview before a Committee constituted for this purpose.
  - 5.5. Applicants who have been actively engaged in the field of RE/Public Policy/Finance and have been performing very well in academics as is evident from their applications and supporting documents would be preferred.

## 6. Performance Appraisal:

#### 6.1. Performance Report:

Performance Appraisal of the Young Professionals would be undertaken through Performance Report (PR) in the format prescribed at Annexure-II. In order to bring objectivity, assessment would be done by the Reporting Officer of the Division and countersigned by the concerned Group Head. The Division shall forward the PR to the Administration-I Division within one month prior to completion of term of each year. Thereafter, the PR will be communicated by Administration-I Division to the concerned Committee for appraisal and recommendations as per Para 7.2 below.

#### 6.2. Performance Appraisal Committee

A Performance Appraisal Committee to be chaired by JS (Administration) with one member from the Division, other than where the YP is posted, will appraise the work and performance of the Young Professional every year and will make recommendations for further continuation/extension or otherwise. The Committee may devise its own procedures based on Performance Appraisal of the Young Professional.

- 7. **Payment**: The payment will be released by MNRE after completion of the month based on the biometric attendance registered by the Young Professional.
- 8. Leave: The Young Professionals shall be eligible for 8 days leave for engagement period of one year on pro-rata basis. Therefore, he/she shall not draw any remuneration in case of his/her absence beyond 8 days in a year (calculated on a pro-rata basis). Also, un-availed leaves in a calendar year cannot be carried forward to next calendar year. This Ministry would be free to



terminate the services in case of absence of a Consultant by more than 15 days without prior intimation beyond the entitled leave in a calendar year.

- 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 MNRE will issue TDS Certificate(s). Goods and Services Tax, as applicable, shall be admissible to the Young Professionals. MNRE undertakes no liability for taxes or other contribution payable by the Young Professional on payments made under this Contract.
- 10. Police Verification: Police Verification of the Young Professionals shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the Contract of the Young Professional shall cease to exist with immediate effect without any notice.
- 11. This issues with the concurrence of IFD vide Dy. No. 256 dated 05.01.2022 and approval of the Secretary (NRE).

(Amitava Saha)

Deputy Secretary to the Govt. of India

To,

- i. PS to Hon'ble Minister (NRE).
- ii. PS to Hon'ble Minister of State (NRE).
- iii. Sr. PPS to Secretary, MNRE.
- iv. All Group/Divisional Head, MNRE.
- v. Cash Section, MNRE.
- vi. PAO, MNRE.
- vii. NIC Cell.

# TERMS OF REFERENCE FOR THE WORK TO BE DONE

# i. Precise statement of Objectives

(Disciplines or the domains where engagement of Young Professionals is required should be indicated)

#### ii. Outline of the tasks to be carried out:

(Details of work required to be carried out specific tasks/activities to be assigned to Young Professionals should be indicated)

#### iii. Schedule for completion of Tasks:

(This should be designed in such a manner that both the time frame for the jobs as well as the deliverable are clearly identified and are amendable to periodic monitoring over the duration of the assignment)

# iv. The support or inputs to be provided by MNRE to facilitate the Young Professionals:

(Officer who will provide guidance to the Young Professionals and to whom reporting is to be done should be specified here)

v. The final output that will be required of the Young Professional at the end of the period should be specified.

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# Performance Report of Young Professional

Year of Report:		
Period from to _		
Part-I: Basic Details		
Name		
Date of Birth		
Date of Joining		
Subject Division		
Reporting Authority (Name and D the Officer)	Designation of	
Period worked		
Brief Description of Duties		
Part-II: Performance App	raisal	
Brief Description of Duties	Deliverables	Actual Achievements
Part III: Please mention sign if any.	ificant contribution, personal ach	ievements, other accomplishments,
Part IV: Remarks:		

Name of the Assessing Officer & Designation

Countersignature of the Group Head

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