

F.No.NFRA-05/10/2018 -Comp-MCA
Government of India
Ministry of Corporate Affairs

Shastri Bhavan, Dr. R.P.Road,
New Delhi, Dated: 05.11.2019
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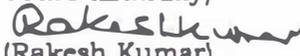
To
The Secretary,
National Financial Reporting Authority,
Hindustan Times Building,
K.G Marg,
New Delhi-110001

Subject: - Scheme of Engagement of Consultant/Sr. Consultant in
NFRA-rcg.

Sir,

I am directed to refer to the proposal received from NFRA on the Scheme of engagement of Consultant/Sr. Consultant in NFRA vide letter no.NF 12048/1/2019 dated 16.08.2019 and to state that approval of the competent authority is hereby accorded for NFRA to implement "Scheme of Engagement of Consultant/Sr. Consultant in NFRA". The details of the Scheme as approved is enclosed.

Encl: As above

Yours faithfully,

(Rakesh Kumar)

Under Secretary to the Govt. of India

Scheme of Engagement of Consultant/Sr. Consultant in NFRA

1. The Scheme may be called the scheme for Engagement of Consultant/Sr. Consultant in NFRA

1.1 Provision in NFRA Rules, 2018 has been notified by MCA vide Gazette Notification No.G.S.R. 1111(E) dated 13.11.2018.

1.2 Para 8(4) of NFRA Rules 2018 states that the Authority shall perform its monitoring and enforcement activities through its officers or experts with sufficient experience in audit of the relevant industry.

1.3 Para 9(5) of NFRA Rules 2018: The Authority may take the assistance of experts for its oversight and monitoring activities.

1.4 In order to implement this mandate, Scheme of Engagement of Consultant/Sr. Consultant in NFRA has been framed.

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

"**Individual Consultant**" means Consultant Grade-1 or Consultant Grade-2 or Senior consultant 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 in a highly technical subject, policy guidance, special studies, compliances supervision, training, or implementation monitoring. Individual consultants/ service providers are not normally recruited for project preparation unless the proposed project is simple and, generally, a repeat of an already established and successful project.

"**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, NFRA and shall not be regarded, for any purposes, as being either a "staff member" of NFRA, or an "official" of NFRA. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employees, or of principal and agent, between NFRA and the Individual Consultant.

3.2 Standards of Conduct:

3.2.1 In General the Individual Consultant shall neither seek nor accept instructions from any authority external to NFRA 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 NFRA, and the Individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of NFRA. The Individual Consultant shall comply with all laws, ordinances, rules and regulation 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 herein shall limit the right of NFRA 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 NFRA to the Individual Consultant for the performance of any obligations under the Contract shall rest with NFRA and any such equipment shall be returned to NFRA at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to NFRA 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 NFRA for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2 NFRA 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 NFRA under the contract and which bear a direct relation to or are produced or prepared or collected in consequences of, or during the course of, the performances of the Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for NFRA. 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 NFRA shall be made available for use or inspection by NFRA at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to NFRA 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 NFRA or in the bona fide discharge of his or her duties, publish a book or a compilation of articles or participate in Radio/TV 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 NFRA.

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

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 NFRA 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 NFRA.

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 NFRA under the terms of the Contract while the Individual Consultant is traveling at NFRA expense or is performing any services under the Contract in any offices or premises of NFRA of 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 NFRA 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 NFRA 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 NFRA.

3.10 Audits and Investigations: Each invoice paid by NFRA shall be subject to a post-payment audit by auditors, whether internal or external, of NFRA or by other authorized and qualified agents of NFRA 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. NFRA shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by NFRA other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time , NFRA 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 performances of the Contract. The right of NFRA to conduct and 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 personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to NFRA access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personnel and relevant documentation.

3.11 Settlement of Disputes: NFRA 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 Secretary, MCA for arbitration. The Secretary, MCA 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 NFRA Government of India, his/her services will be liable for discontinuation without assigning any reason.

4. Terms of reference

4.1 Heads of Verticals are responsible for ensuring that detailed terms of references describing the work to be performed are prepared well in advance of the engagement of the Individual Consultant and submit it in a timely manner to the executive or administrative office 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.

5. General Terms and Conditions.

5.1 **Tenure:** Individual Consultants will be engaged for an initial period of 1 year subsequently extendable for a further period of 1 year subject to satisfactory performance appraisal by CEC and not exceeding 3 years in total for providing high quality services on specific projects as per requirement of the verticals. 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 define Key Performances Indicators. However, no extension will be given beyond the age of 65 years. The engagement of Consultant/ Sr. Consultant is subject to following conditions:

(i) Following provisions of GFRs in regards to selection of individual consultants.

(ii) Wide publicity for invitation of interested applicants to the posts.. (Rule 177 to 195) and Manual of Procurement of Consultancy and other services, 2017

5.2 Professionals with requisite qualification and experience as prescribed would be hired as Individual Consultant. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Govt. 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 Individual Consultant may be appointed on part-time or full-time basis. Consultants appointed on full-time basis would not be permitted to take up any other assignment during the period of Consultancy with NFRA.

5.4 The appointment of Individual Consultants is of a temporary nature and the NFRA can cancel the appointment at any time without providing any reason for it.

5.5 Part-time Consultants will be appointed subject to the condition that they face no conflicts of interest with respect to the work they are handling in NFRA.

5.6 **Number of Individual Consultant:** The total number of Individual Consultant to be engaged by NFRA shall be 10 or no. of vacant posts in Grade C, D, E, F; whichever is less depend on the actual requirement at a particular point of time and provision of budget.

6. **Educational Qualification, Age, Experience and Remuneration:**

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

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, PhD, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

6.2 **Experience, Age and Remuneration:**

Name of the position	Grade	Post Qualification experience in Years*	Upper age (limit)	Remuneration
Consultant 1		3-8	45 years	80,000-1,45,000
Consultant 2		8-15	50 years	1,45,000-2,65,000
Sr. Consultant		15 yr and above	62 years	2,65,000-3,30,000

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

6.3 The Consultation Evaluation Committee shall fix the consolidated remuneration for the positions of Consultants/Sr. Consultants. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

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

6.5 Emoluments of part time consultants will be decided on number of man-days basis by the CEC.

7. TA/DA- The individual consultants may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA.

Position	Mode of Journey	Reimbursement of Hotel, taxi and Food Bills
Consultant Grade 1	Air in Economy class or by Rail in AC Two Tier	Hotel, accommodation of upto Rs. 2250/- per day; tax charges of upto 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; tax charges for AC taxi upto 50 Kms within the city and food bills not exceeding Rs. 1000/- per day shall be allowed.
Sr. Consultant	Air in Business class or by Rail in AC 1 st 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.

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 NFRA will be advertised from time to time on its website as well as in at least one newspaper (both Hindi and English).

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

Chairperson, NFRA	Chairman
JS, MCA	Member
Member, NFRA	Member

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.

Chairperson	Chairman
AS&FA or Representative of AS&FA/JS&FA	Member
JS, MCA	Member
Member, NFRA	Member

- The CEC may include an outside expert 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.

8.7 In certain exceptional cases, with the approval of the Central Govt. from a single source as per GFR 2017 may also be considered. However, full justification for this must be given by the Consultancy Evaluation Committee. (CEC).

8.8 NFRA may also hire consultants on secondment basis under Rule 194 of GFR. 2017 from established Research Organizations e.g. NIPFP, IEG, NCAER. Universities, Educational Institutions, including but not limited to IITs, IIMs, AIIMS and other Research Institutions like ICAR, PSUs and Government Organizations. In exceptional cases, individuals can also be hired on secondment basis from Private Institutions/Organizations/Think Tanks like ICRIER, FICCI, CII, Centre for Policy Research.

8.9 **Payment:** The payment will be released by NFRA within one week after completion of the month based on the biometric attendance registered by the Individual consultant or on certification by concerned Adviser in case the Individual consultant has been deputed to other place".

9. **Leave –** The Individual 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 Central Govt. . Apart from this the women Consultant 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 NFRA will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The Central Govt. undertake no liability for taxes or other contribution payable by the Individual Consultants 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 Consultants shall cease to exist with immediate effect without any notice.

12. **Training:** After joining, a minimum of three days induction training (not to be paid) be organized for all the individual consultants.

13. **Relaxation:** Where the Central Govt. 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.

14. This issues with the concurrence of AS&FA vide Note # 103 dated 3.10.2019 and approval of Secretary, MCA dated 15.10.2019.