

F.No. 16-14/2021-SIPDA/ फा.सं. 16-14/2021-सिपडा

Government of India/ भारत सरकार

Ministry of Social Justice and Empowerment/ सामाजिक न्याय और अधिकारिता मंत्रालय

Department of Empowerment of Persons with Disabilities (Divyangjan)/ दिव्यांगजन सशक्तिकरण विभाग  
(Establishment Section)/ (स्थापना अनुभाग)

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5<sup>th</sup> Floor, Pt. Deen Dayal Antyodaya Bhawan,  
CGO Complex, New Delhi  
Dated 9<sup>th</sup> December, 2022

**OFFICE MEMORANDUM**

**Subject: Issue of Procedure and guidelines for establishment of Central Project Monitoring Unit (CPMU) cum Data Strategy Unit (DSU) under the Scheme for Implementation of Rights of Persons with Disabilities Act (SIPDA) in the Department-regarding.**

The undersigned is directed to refer to the subject mentioned above and to forward herewith the finalized procedure and guidelines for establishment of Central Project Monitoring Unit (CPMU) cum Data Strategy Unit (DSU) under the Scheme for Implementation of Rights of Persons with Disabilities Act (SIPDA) in the Department.

2. This issues with the approval of the competent authority.

Encls: As above.



(S.K. Mahto)

Under Secretary to the Government of India

To:

1. eOffice Notice Board.
2. Website of the Department.

Copy to:

1. Sr. PPS to Secretary, DEPwD.
2. PPS to DDG (KBS)/PPS to JS (RY)/PS to JS (RS)
3. All Directors/Deputy Secretaries/Under Secretaries in the Department.

**Procedure and guidelines for establishment of Central Project Monitoring Unit (CPMU) cum Data Strategy Unit (DSU) under the Scheme for Implementation of Rights of Persons with Disabilities Act (SIPDA)**

**1. Background**

1.1 The Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995, was the omnibus legislation that dealt with the rights and empowerment of Persons with Disabilities (PwDs). The enactment of the law reinforced the commitment of affirmative action and a resolve to empower the persons with disabilities and mainstream them in society. The Act for the first time legally endorsed the right of PwDs to access education and vocational training, employment, public transport and built environment, information and communication, and upheld their independence and dignity. As per the Act, disability is an issue of civil rights rather than a health or welfare issue. It recognized that the primary issue faced by the PwDs was their exclusion from the mainstream activities of society and hence emphasized full participation and equal opportunities. **The Government has since enacted the Rights of Persons with Disabilities Act (RPwD), 2016 which replaced the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995. The RPwD Act, 2016 came into force w.e.f. 19.04.2017. This is the rights based Act with penal provisions incorporated for non compliance of the provisions of the Act or rules there-under.**

1.2 For implementation of the various schemes for the RPwD Act, 2016, the Scheme for Implementation of Rights of Persons with Disabilities Act (SIPDA) is being run by the Department of Empowerment of Persons with Disabilities (DEPwD) under the Ministry of Social Justice and Empowerment (MSJ&E), Government of India. SIPDA is an umbrella scheme under which several sub-schemes are operated. For monitoring all the schemes of the DEPwD including those under SIPDA, in the Expenditure Finance Committee (EFC) held in August 2021, a Central Project Monitoring Unit (CPMU) cum Data Strategy Unit (DSU) has been added as a new sub-component

1.3 Monitoring refers to the continuous process of assessing progress of a scheme/project towards defined objectives and goals. It involves the identification of relevant indicators and their data sources, periodic data collection, inspection, and real-time processing of information for reviewing the implementation of a scheme/project. This information may also form the basis for future evaluations. Effective monitoring is the key to ensuring transparency and accountability in seamless implementation and program delivery to the intended beneficiaries.

1.4 Further, administrative data forms the backbone of evidence-based decision making and it is an enabler in driving public policy across its lifecycle. Management Information Systems (MIS) and dashboards have been developed for most government schemes and programs, which help monitoring progress. For this purpose, Data Analysis, its use and dissemination have become critical. Analysis of collected data is used for evidence creation and decision making. It also helps in not only cross-sectional analyses but also regression and predictive analysis as well. The use of dashboards for visualization of data is also checked to ensure that information is disseminated in a user-friendly and accessible manner.

1.5 In view of the above, the Central Project Monitoring Unit (CPMU) cum Data Strategy Unit (DSU) has been conceived for monitoring/inspections and data analytics of all the schemes of Department.



## 2. Purpose

2.1. The purpose of these guidelines is to define the broad policies and procedures for selection, contracting and monitoring of Consultants/Team Leader of CPMU cum DSU funded through the SIPDA scheme under the Department of Empowerment of Persons with Disabilities (Divyangjan). The Consultants would be engaged to undertake the following responsibilities:-

- i. Inspection of implementing agencies of all schemes;
- ii. Monitoring of quality parameters and preparing reports;
- iii. Data Analysis of all schemes of DEPwD and data driven analytics; and
- iv. Output outcome indicators being analysed for all Schemes.

2.2. **Administrative Control of CPMU cum DSU:** CPMU cum DSU under SIPDA will be headed by a Joint Secretary and supported by a Director/Deputy Secretary (DS) and Under Secretary (US) of the Department. Team Leader and Consultants will report to JS through Under Secretary and Director. Monthly and Yearly Program will be prepared by the CPMU cum DSU Team Leader with the approval of Joint Secretary (CPMU cum DSU).

2.3. The General Conditions of Contracts for the services of Consultants/Team Leader will be incorporated into their individual contracts.

## 3. Consultation:

**The CPMU cum DSU will comprise 21 members including 01 Team Leader. Consultants/Team leader** will be normally recruited for project implementation, supervision, provision of specific expert advice on Schemes/Projects, policy guidance, special studies, compliance supervision, training, or implementation and monitoring or any other task assigned by the Administrative Head of the CPMU cum DSU in the Department.

## 4. Terms of reference

The terms of reference are mandatory for the engagement of Consultants/Team Leader for expert work 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 & Conditions

**5.1. Tenure:** Individual Consultants will be engaged for a fixed period of 2 years and extendable for another 1 year for providing high quality services on specific projects as per requirement. However, their continuation in their respective position beyond the first and subsequent year would be contingent and on specific recommendation citing reasons for extension on a satisfactory Annual Performance Review. The Annual Performance Review of each Consultants/Team Leader would be made by the Head of the verticals (not below the rank of Deputy Secretary) and extension given at the level of Joint Secretary (CPMU cum DSU). **Extension beyond one year, in exceptional case, may be considered with the approval of Secretary, DEPwD. After three years, new person will be recruited.**

*→ [Signature]*

5.2. Professionals with requisite qualification and experience as prescribed would be hired as Consultants/Team Leader. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Government servants.

5.3 The Consultants/Team Leader will be appointed on 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 the Department of Empowerment of Persons with Disabilities (DEPwD).

5.4 The appointment of Consultants/Team Leader is of a temporary nature and the Department can cancel the appointment at any time without providing any reason. The final decision rests with the Department for continuation/dis-continuation of any Team Member/Team Leader of the CPMU cum DSU.

5.5 **Number of Consultants/Team Leader:** The total number of Consultants/Team Leader to be engaged by the Department of Empowerment of Persons with Disabilities (DEPwD) for monitoring of Schemes/Projects will be 21, including 1 Team Leader. This number shall change depending on the actual requirement at a particular point of time and provision of budget.

5.6. The Team Members including Team Leader would be required to give minimum one month notice in writing before leaving.

## 6. Selection Process

6.1 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) and Chapter - 6 (para 6.5) of Manual for Procurement for Consultancy and Other Services 2017.

6.2 The requirement of Department of Empowerment of Persons with Disabilities (DEPwD) will be advertised from time to time on its website as well as in at least one newspaper (both Hindi and English).

6.3 Selection will be done through appropriate authority/agency as deemed by the Department.

6.4 The Department may also wish to select Consultants directly or through an outside agency for the purpose.

6.5 The whole process from the appointment of Consultant either through agency or by Department itself will be dealt by the Establishment Section of DEPwD.

6.6 The Candidates who qualify the eligibility criteria may be called for written examination, Group Discussion and personal interview as deemed appropriate by the Department.

6.7 The Constitution of Evaluation Committee for the written examination and Group Discussion will be made with the approval of Secretary, DEPwD.

6.8 The Candidates will have to appear for interview before a duly constituted Selection Committee. Generally, candidates will be called in 1:5 ratio.



6.9 The interview committee will have 5 members headed by Joint Secretary (CPMU cum DSU). Other members will be Director/DS (Admin), Director/DS (IFD), Director/DS (Stats) and Director/DS (CPMU). Director/DS (Admin) will act as convenor.

6.10 In certain exceptional cases, with the approval of the **Secretary, DEPwD** selection from a single source/nomination basis under Rule 194 of GFR 2017 may also be considered.

**7. Educational Qualifications, Age, Experience and Remuneration:**

**Experience and Remuneration for Secretariat Work-**

| Name of the position | Education   | Experience & Other Requirements  | Remuneration  |
|----------------------|---|--|---|
| Consultant (CPMU)    | Should be a Graduate or Post Graduate in Social Work (Final year passed out only)   | Should have experience in socially relevant engagement including but not limited to research, policy analysis, project management, NGO management.<br><br>Proficiency in the usage of computer, strong presentation and communication (written & oral) skill is essential. | Consolidated remuneration of Rs. 75,000/- per month   |
| Consultant (DSU)     | Should be a Graduate or Post Graduate in any stream   | Preference will be given to candidates having advanced knowledge in the field of Data Science/ Analytics, Statistics/ Computer Science   |   |
| Team Leader          | Should be a Graduate or Post Graduate in any stream.<br><br>Retired Officers of Central Govt. in the level of Deputy Secretary or Director or Joint Secretary | Preference will be given to candidates having minimum 3 years experience in the social work  | The remuneration in respect of retired Central Government employees shall be fixed based on the guidelines issued by Department of Expenditure OM dated 09.12.2020. |

7.2. Candidates qualified in the mains of Civil Service Examination (CSE) conducted by UPSC can apply and will be called directly for Group discussion and interview. They should provide documentary evidence for the same.

*-jadhav*

7.3. **Age Criteria:- CPMU cum DSU Consultant** - He or she should not be more than 28 years of age (Cut-off date of age shall be the last date of online submission of application)

**Team Leader** - Below 63 Years as on date 31.08.2022

7.4 The Members and Team Leader of CPMU cum DSU will be given an orientation program training of at least 10 days.

## 8. TA/DA

The Consultant/Team Leaders may require to undertake domestic tours subject to the approval of the competent authority and they will be allowed the prescribed TA/DA. **Domestic tours will be undertaken with the approval of the concerned Joint Secretary looking after CPMU.**

| Post  | Mode of Journey                                | Reimbursement of Hotel, Taxi and Food Bills |
|---|--|---|
| Consultant (CPMU)/Consultant (DSU)/ Team Leader | Air in Economy class or by Rail in AC Two Tier | Rs.5000 per day including all expenses.     |

## 9. Laptop

Each Consultant/Team Leader will be provided a Laptop as per Government of India guidelines for the purpose of official use only. The laptop will have to be submitted back to the Department before leaving the job, for which an undertaking will have to be signed by the Consultants.

9.1. There will be provision of Government email and e-office account for each Consultant/Team Leader.

## 10. Payment

The payment will be released by Department of Empowerment of Persons with Disabilities after completion of the month based on the biometric attendance/prescribed attendance procedure in place registered by the Individual Consultant/Team Leader and certification by concerned Section from the officer of the level of Under Secretary under SIPDA scheme.

**10.1 Leave** - The Consultants/Team Leader shall be entitled to leave of 12 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 **Secretary, DEPwD**. Apart from this, women Consultants may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by the Ministry of Labour and Employment vide no S36012/03/2015-SS-1 dated 12th April, 2017.

## 11. 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 Department of Empowerment of Persons with Disabilities will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultant/Team Leader. The Department of Empowerment of Persons with Disabilities undertakes no liability for taxes or other contribution payable by the Individual Consultant/Team Leader on payments made under this contract.

*- Jals*

## 12. Police Verification

Police verification of the Individual Consultants/Team Leader 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/Team Leader shall cease to exist with immediate effect without any notice.

## 13. Relaxation

Where Secretary, DEPwD 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 guidelines.

## 14. Contractual terms and conditions

**14.1 Legal Status:** The Consultants/Team Leader shall have the legal status of an independent Consultant vis-à-vis, Department of Empowerment of Persons with Disabilities and shall not be regarded, for any purposes, as being either a "staff member" of Department of Empowerment of Persons with Disabilities, or an "official" of the Department of Empowerment of Persons with Disabilities. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between Department of Empowerment of Persons with Disabilities and the Individual Consultant.

### 14.2 Standards of Conduct

14.2.1 In general, the Consultants/Team Leader shall neither seek nor accept instructions from any authority external to the Department of Empowerment of Persons with Disabilities in connection with the performance of its obligations under the Contract. The Consultants/Team Leader 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 Department of Empowerment of Persons with Disabilities, and the Consultants/Team Leader shall perform its obligations under the Contract with the fullest regard to the interests of Department of Empowerment of Persons with Disabilities (DEPwD). The Consultants/Team Leader 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 Department of Empowerment of Persons with Disabilities (DEPwD). The Consultants/Team Leader 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 Consultants/Team Leader shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Consultants/Team Leader for cause.

**14.2.2 Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the Consultants/Team Leader 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 Department of Empowerment of Persons with Disabilities (DEPwD) to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

*Handwritten signature*

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

**14.3.1** Title to any equipment and supplies that may be furnished by Department of Empowerment of Persons with Disabilities (DEPwD) to the Consultants/Team Leader for the performance of any obligations under the Contract shall rest with DEPwD, and any such equipment shall be returned to DEPwD at the conclusion of the Contract or when no longer needed by the Consultants/Team Leader. Such equipment, when returned to DEPwD, shall be in the same condition as when delivered to the Consultants/Team Leader, subject to normal wear and tear, and the Consultants/Team Leader shall be liable to compensate DEPwD for any damage or degradation of the equipment that is beyond normal wear and tear.

**14.3.2** Department of Empowerment of Persons with Disabilities (DEPwD) 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 Consultants/Team Leader has developed for DEPwD 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 Consultants/Team Leader acknowledges and agrees that such products, documents and other materials constitute works made for hire for DEPwD. 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 Consultants/Team Leader under the Contract shall be the property of the DEPwD, shall be made available for use or inspection by DEPwD at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to the authorized officials of DEPwD on completion of work under the Contract.

**14.4 Confidential Nature of Documents and Information:** The Consultants/Team Leader would be subject to the provisions of the Indian Official Secrets Act, 1923. The Consultants/Team Leader shall not, except with the previous sanction of Department of Empowerment of Persons with Disabilities (DEPwD) 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 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 DEPwD.

**14.5 Use Of Name, Emblem or Official Seal of The Department of Empowerment of Persons with Disabilities (DEPwD):** Consultants/Team Leader shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with the DEPwD, nor shall the Consultants/Team Leader, in any manner whatsoever, use the name, emblem or official seal of Department of Empowerment of Persons with Disabilities (DEPwD), or any abbreviation of the name of Department of Empowerment of Persons with Disabilities (DEPwD), in connection with its business or otherwise without the written permission of DEPwD.

**14.6 Insurance:** The Consultants/Team Leader 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 Consultants/Team Leader's sole expense, such life, health and other forms of insurance as the Consultants/Team Leader may consider to be appropriate to cover the period during which the Consultants/Team Leader provides services under the Contract.





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

14.7.1 Department of Empowerment of Persons with Disabilities (DEPwD) may require the Consultants/Team Leader to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of Department of Empowerment of Persons with Disabilities (DEPwD).

14.7.2 In the event of the death, injury or illness of the Consultants/Team Leader which is attributable to the performance of services on behalf of Department of Empowerment of Persons with Disabilities (DEPwD) under the terms of the Contract while the Consultants/Team Leader is traveling at DEPwD expense or is performing any services under the Contract in any offices or premises of DEPwD or Government of India, the Consultants/Team Leader or the Consultants/Team Leader's dependents, as appropriate, shall not be entitled to any compensation.

**14.8 Force Majeure and other Conditions:**

14.8.1 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 Consultants/Team Leader.

14.8.2 The Consultants/Team Leader acknowledges and agrees that, with respect to any obligations under the Contract that the Consultants/Team Leader must perform in or for any areas in which Department of Empowerment of Persons with Disabilities (DEPwD) 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.

**14.9 Termination:** The Department of Empowerment of Persons with Disabilities (DEPwD) 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 Consultants/Team Leader. The Consultants/Team Leader can also seek for termination of the contract upon giving one month's notice to the DEPwD. The Consultants/Team Leader can also resign the services as a Consultant immediately in lieu of one month salary.

**14.10. Audits and Investigations:** Each invoice paid by Department of Empowerment of Persons with Disabilities (DEPwD) shall be subject to a post-payment audit by auditors, whether internal or external, of DEPwD or by other authorized and qualified agents of DEPwD 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. DEPwD shall be entitled to a refund from the Consultants/Team Leader for any amounts shown by such audits to have been paid by DEPwD other than in accordance with the terms and conditions of the Contract. The Consultants/Team Leader acknowledges and agrees that, from time to time, DEPwD 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 Consultants/Team Leader generally relating to performance of the Contract. The right of the DEPwD to conduct an investigation and the Consultants/Team Leader's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Consultants/Team Leader shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation

*=> audit*

shall include, but shall not be limited to, the Consultants/Team Leader'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 DEPwD access to the Consultants/Team Leader's premises at reasonable times and on reasonable conditions in connection with such access to the Consultants/Team Leader's personnel and relevant documentation.

**14.11. Conflict of Interest:** The Consultants/Team Leader 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 Consultants/Team Leader are not found satisfactory or found in conflict with the interests of the DEPwD/Government of India, his/her services will be liable for discontinuation without assigning any reason.

**15. Consultants/Special Consultants/Senior Consultants already engaged in the Department will continue to be governed by the Terms & Condition of the individual contracts till the expiry of their existing contract. Any extension will be subject to these guidelines.**

**16.** In case any disputes arise at any later stage after the engagement of Consultant in connection with the policy guidelines framed by the Department/Ministry, the decision of the Secretary of the Department/Ministry will be final and binding upon both the parties.



(S.K. Mahto)

Under Secretary to the Govt. of India