

F. No: A-42018/28/2021-ESTT (Part-I)  
Government of India  
Ministry of Social Justice & Empowerment  
Department of Empowerment of Persons with Disabilities (Divyangjan)  
(Establishment Section)

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5<sup>th</sup> Floor, Pt. Deendayal Antyodaya Bhawan,  
CGO Complex, New Delhi-110003

Dated the 8<sup>th</sup> November, 2024

**OFFICE MEMORANDUM**

**Sub: Circulation of Procedure and guidelines for engagement of Consultants in the Department of Empowerment of Persons with Disabilities (Divyangjan) – reg.**

The undersigned is directed to refer to the subject mentioned above and to circulate the consolidated guidelines for engagement of Consultants in the Department of Empowerment of Persons with Disabilities (Divyangjan) for information and perusal.



**(Sureksha Sharma)**

**Under Secretary to the Government of India**

To:-

- (i) All Officers/Officials of the Department  
(Through eOffice Notice Board)
- (ii) IT Section – for uploading the said guidelines on the website of the Department for wide circulation.

No A-42018/12/2020-ESTT  
Government of India  
Ministry of Social Justice & Empowerment  
Department of Empowerment of Persons with Disabilities (Divyangjan)  
(Establishment Section)  
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Dated the 08<sup>th</sup> November, 2024

**Subject:-Procedure and guidelines for engagement of Consultants in the Department of Empowerment of Persons with Disabilities (Divyangjan).**

The following guidelines and procedures are being adopted for engagement of Consultants in the Department of Empowerment of Persons with Disabilities (Divyangjan) until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue.

**1. Purpose**

1.1 The objective of these guidelines is to define the broad policies and procedures for laying norms for academic and professional qualification, selection, contracting and monitoring of consultants financed from the Budget Estimates (BE) of Department of Empowerment of Persons with Disabilities (Divyangjan). The Consultants would be engaged to undertake mainly Secretariat Work, Technical Work or any other nature of work. The Consultants engaged for Technical Work will be expected to deliver in such areas where expertise is not available in Department of Empowerment of Persons with Disabilities (DEPwD). They shall be qualified professionals, capable of lending their expertise especially in the field of Disability/Rehabilitation, Accessibility, Audit, Architecture, Skilling, Legal and Media etc.

1.2 The General conditions of Contracts for the services of Consultants will be incorporated in their individual contracts.

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

**2.1 "Individual consultant"** means Consultant or Senior/Special Consultant depending upon their academic qualification & professional experience. They are normally recruited for Secretariat work, project implementation, supervision, provision of specific expert advice on a highly technical subject, policy guidance, special evaluation and/or studies, compliance supervision, training, or implementation monitoring. In terms of legal nothing within or relating to the contract shall establish the relationship of employer and employee status.

**2.2 "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. secretariat consultants, management consultants, policy consultants or Media consultants. Advisory and project related Consultancy services which include, for example Disability/Rehabilitation, Accessibility, Audit, Architecture, Legal and Media, training and development etc.



### 3. Terms of reference

**3.1 The Heads of Verticals are responsible for framing the detailed Terms of Reference for engagement of Consultants or Senior/Special Consultants for Technical Work defining the work to be performed well in advance for engagement of the individual consultant and submit it in Annexure-I in a timely manner to the administrative office of Establishment Division for initiating the selection process.**

3.2 The Terms of Reference are mandatory for engagement of Consultants or Senior/Special Consultants for Technical Work and shall form part of the individual contract. The terms of reference shall include the output in measurable terms to be delivered and the functions to be performed. The output and functions shall be specific, measurable, attainable, results-based and time-bound.

### 4. General Terms & Conditions

**4.1. Tenure:** Individual Consultants will be engaged initially for a fixed period but not exceeding 1 year for providing services for Secretariat Work and high quality services on specific projects as per corresponding HR 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. The Annual Performance Review of each type of Consultants (i.e. Secretariat Work & Technical Work) would be made by the head of the verticals (not below the rank of Deputy Secretary/Director). **Extension beyond one year may be considered with the approval of Secretary, DEPwD and in consultation with IFD.**

**4.2. The maximum total tenure of a Consultant, including the extension period based on his good work, would not be more than 05 years in the Department.**

4.3. 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 a consultant through a competitive selection process. They shall not be engaged against regular vacant posts as consultant under this rule. The Retired government servants shall be engaged only for the specific tasks and for a specific duration as consultant for which in-house regular government employees are not available. They should be assigned clear output related goals.

4.4 The Individual Consultants may 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 Department of Empowerment of Persons with Disabilities (DEPwD).

4.5 The appointment of Individual Consultants is of a temporary nature and the Department of Empowerment of Persons with Disabilities (DEPwD) can cancel the appointment at any time without assigning any reason for it.

**4.6 Number of Individual Consultants:** The total number of Individual Consultants to be engaged by Department of Empowerment of Persons with Disabilities (DEPwD) shall depend on the actual requirement at a particular point of time and provision of budget and



will be governed in terms of Department of Expenditure OM NO. 3-25/2020-D.IIIA dated 09/12/2020 as amended from time to time.

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

**5.1 Secretariat Work:** This would consist of officers from Central and State Governments and Public Sector Undertakings (PSUs) or individuals having considerable experience of functioning of Central Government Ministries/Department. The Consultant should have excellent communication and interpersonal skills, knowledge of computer applications. Following two Grade of Consultants will be engaged for Secretariat work:-

Name of the position	Essential Qualification & Experience	Remuneration (Basic pay + Conveyance)
Consultant	<p>Retired Officers of the rank of Assistant Section Officer/Section Officer or equivalent post in the Government.</p> <p style="text-align: center;"><b>OR</b></p> <p>Graduation in any stream with 03 to 05 years work experience in Govt./PSUs/Financial Organizations</p>	<p>Remuneration as per guidelines laid down in Department of Expenditure's OM No. 3-25/2020-E.III A dated 09<sup>th</sup> December, 2020 i.e. Fixed monthly amount arrived at by Deducting basic pension from the pay drawn at the time of retirement.</p> <p style="text-align: center;">₹45000 (42,000+3,000)</p>
Sr. Consultant	<p>Retired Officers of the rank of Under Secretary/Deputy Secretary or equivalent post in the Government.</p> <p style="text-align: center;"><b>OR</b></p> <p>Post Graduation in any stream with 05 to 08 years experience in Govt./PSUs/Financial Organizations</p>	<p>Remuneration as per guidelines laid down in Department of Expenditure's OM No. 3-25/2020-E.III A dated 09<sup>th</sup> December, 2020 i.e. Fixed monthly amount arrived at by Deducting basic pension from the pay drawn at the time of retirement.</p> <p style="text-align: center;">₹60000 (57,000+3,000)</p>

\*The engagement of retired Government Servant as Consultant would be subject to fulfillment of Vigilance Clearance from previous employer (s). In case a retired officer had served in more than one organization, vigilance clearance should be obtained from all such organizations where the officer preceding his/her retirement had served during a period of 10 years.



**5.2 Technical Work:** This would consist of officers from Central and State Governments and Public Sector Undertakings (PSUs) or individuals having considerable experience of functioning of Central Government Ministries/Department. The Consultant for Technical Work would be engaged to deliver service in such areas where expertise is not readily available in-house in Department of Empowerment of Persons with Disabilities (DEPwD). They should be high quality professional capable of lending their expertise especially in the field of Disability/Rehabilitation, Accessibility, Audit, Architecture, skilling, Legal and Media, training and development etc. The following three Grade of Consultants will be engaged for Technical work:-

**Media Consultant**

Name of the Position	Essential Qualification	Experience	Remuneration (Basic pay + Conveyance)
Consultant (Media)	MA in Mass Communication/ Journalism and equivalent degree/diploma; Should have working knowledge of making Media Creatives; computers particularly in use of MS Word, MS Powerpoint etc.	Minimum 5 years' experience of handling all types of Media Activities of a Programme i.e. Social Media, Electronic and Print Media, Outdoor Media activities etc in Central or State Government Ministry/ Department.	Consolidated monthly remuneration of Rs. 60,000/- (57,000+3,000)
Senior Consultant (Media)	MA in Mass Communication/ Journalism and equivalent degree/diploma Should have working knowledge of making Media Creatives; computers particularly in use of MS Word, MS Powerpoint etc.	Minimum 10 years' experience of handling all types of Media Activities of a Programme i.e. Social Media, Electronic and Print Media, Outdoor Media activities etc in Central or State Government Ministry/ Department.	Consolidated monthly remuneration of Rs. 75,000/- (70,000+5,000)

**Legal Consultant-**

Name of the Position	Essential Qualification*	Experience	Remuneration (Basic pay + Conveyance)
Legal Consultant	Retired Government Employees with experience in dealing Court cases	<b>For Retired Government Employees:-</b> Minimum 5 years' experience of handling of court cases in Central or State Government Ministry/Department.	Remuneration as per guidelines laid down in Department of Expenditure's OM No. 3-25/2020-E.III A dated 09 <sup>th</sup> December, 2020 i.e. Fixed monthly amount

			arrived at by Deducting basic pension from the pay drawn at the time of retirement.
	<b>OR</b>		
	Legal Professional from Open Market:	<b>For Legal Professional from Open Market</b> Minimum of 5 years post qualification experience of working with Government Ministry/Department and/or Supreme Court of India/High Courts/ District Courts (Desirable: Experience in handling court cases in any Central or State Government Ministry/Department/Autonomous Body)	Consolidated monthly remuneration of Rs. 60,000/- (57,000+3,000)
	LLB Degree from a recognized University or Institute in India, recognized by the Bar Council of India; Should be registered as an advocate in the Bar Counsel in terms of Advocate's Act, 1961; Must have excellent written and oral communication and Interpersonal Skills		
Sr. Legal Consultant	Retired Government Employees with experience in dealing Court cases	<b>For Retired Government Employees:-</b> Minimum 10 years' experience of handling of court cases in any Central or State Government Ministry/Department.	Remuneration as per guidelines laid down in Department of Expenditure's OM No. 3-25/2020-E.III A dated 09 <sup>th</sup> December, 2020 i.e. Fixed monthly amount arrived at by Deducting basic pension from the pay drawn at the time of retirement.
	<b>OR</b>		

<p>Sr. Legal Professional from Open Market:</p> <p>LLM Degree from a recognized University or Institute in India, recognized by the Bar Council of India;</p> <p>Should be registered as an advocate in the Bar Counsel in terms of Advocate's Act, 1961;</p> <p>Must have excellent written and oral communication and Interpersonal Skills</p>	<p><b>For Sr. Legal Professional from Open Market</b></p> <p>Minimum of 10 years post qualification experience of working with Government Ministry/Department and/or Supreme Court of India/High Courts/ District Courts (Desirable: Experience in handling court cases in any Central or State Government Ministry/Department/Autonomous Body)</p>	<p>Consolidated monthly remuneration of Rs. 75,000/- (70,000+5,000)</p>
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\*The engagement of retired Government Servant as Consultant would be subject to fulfillment of Vigilance Clearance from previous employer (s). In case a retired officer had served in more than one organisation, vigilance clearance should be obtained from all such organizations where the officer preceding his/her retirement had served during a period of 10 years.

### IT Consultant

Name of the Position	Essential Qualification*	Experience	Remuneration (Basic pay + Conveyance)
Consultant (IT)	BCA/B. Tech in Computer Science/Information Technology Should have working knowledge of Website Development	Minimum 5 years' experience in the relevant field in Central or State Government Ministry/ Department.	Consolidated monthly remuneration of Rs. 60,000/- (57,000+3,000)
Senior Consultant (IT)	BCA/B. Tech in Computer Science/Information Technology Should have working knowledge of Website Development	Minimum 10 years' experience in the relevant field in Central or State Government Ministry/ Department.	Consolidated monthly remuneration of Rs. 75,000/- (70,000+5,000)

\*Any specific educational qualifications may be additionally prescribed as per the actual job requirements of the verticals.

5.3 Apart from above three categories, Consultant for Technical Work for any other field such as Accessibility, Audit, Architecture, Skilling etc would be engaged based on the educational qualification/experience provided by the Heads of the Verticals.

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

**6. 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. **The domestic tours will be undertaken with the approval of Secretary, DEPwD.**

Remuneration Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Consolidated monthly remuneration ranging from Rs. 45,000/- to Rs. 60,000/-	Case to case basis with the prior approval of Secretary, DEPwD	Pay level 7 of the revised Pay Matrix i.e. at par with the entitlement of ASO.
Consolidated monthly remuneration ranging from Rs. 60,001/- and above	Case to case basis with the prior approval of Secretary, DEPwD	Pay level 10 of the revised Pay Matrix i.e. at par with the entitlement of SO.

**6.1 Enhancement provisions:-** In case the contract of Consultant (s) is extended beyond one year, the monthly wages of the consultant (s) may be reviewed after completion of one year on annual basis. The enhancement in monthly wages will be based on his/her performance during the year after recommendations/grading by reporting/review officer under prescribed parameters (Annexure-II). The Individual Consultant who have made significant contribution in his/her domain and have shown exception quality in providing desired output as expect by higher authorities on the assigned specific task will be awarded enhancement. The enhancement shall be granted from 3% to 5% on basic wages subject to numerical assessment. The individual Consultant getting numerical marks between 6 to 8 shall be entitled for annual increment of 3% whereas individual getting numerical marks between 8 to 10 shall be entitled for annual increment of 5% of basic consultancy fee excluding conveyance Allowance. No enhancement in monthly wages will be given to Consultant (s) getting numerical marks less than 6 and his/her services will be terminated with immediate effect.

## 7. SELECTION PROCESS

7.1 The selection of Consultants shall be made in accordance with the provisions contained in GFR 2017 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 as amended from time to time and similar guidelines issued by the Department of Expenditure from time to time.

7.2 As per GFR, 2017 Rule No. 183(ii) Where the estimated cost of the consulting service is above Rs. 25 lakh, in addition to Rule No. 183(i), an enquiry for seeking 'Expression of Interest' from consultants should be published on Central Public Procurement Portal (CPPP) at [www.eprocure.gov.in](http://www.eprocure.gov.in) and on GeM portal and the provision for GeM portal and CPPP will be followed.



7.3 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 national newspaper (both Hindi and English).

7.4 The applications received shall be placed before a Screening Committee (SC) comprising three officers of the rank of Under Secretary as member. The constitution of SC will be done with the approval of Joint Secretary (Administration).

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

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

Joint Secretary (Admin)	Chairman
Director /Deputy Secretary (Admin)	Member
Director /Deputy Secretary (Integrated Finance Division)	Member
Director/Deputy Secretary dealing with the vertical	Member

7.7 The Constitution of Consultancy Evaluation Committee (CEC) shall be made with the approval of Secretary, DEPwD.

7.8 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.

**7.9 The initial engagement of Consultants for Secretariat work or Technical work on contract basis will be made with the administrative approval of the Competent Authority as mentioned in the Channel of Submission of the Department.**

**8 Payment:** The payment will be released by Department of Empowerment of Persons with Disabilities (DEPwD) on completion of the month based on the Aadhar Enabled Biometric Attendance (AEBAS) registered by the Individual consultant and its certification by concerned Section in the officer of the level of Under Secretary or of equivalent rank.

**8.1 Leave -** The Individual Consultants 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 the women Consultant shall be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide no S36012/03/2015-SS-1 dated 12th April, 2017.

**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 the Department of Empowerment of Persons with Disabilities (DEPwD) will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The Department of Empowerment of Persons with Disabilities (DEPwD) undertake no liability for taxes or other contribution payable by the Individual Consultant on payments made under this contract.



**10. Police Verification:** Police verification of the character-cum-antecedents 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 prior notice.

**11. Relaxation:** Where the **Secretary, DEPwD** is of the opinion that it is necessary or expedient to do so, it may, by order and for reasons to be recorded in writing, relax any of the provisions of these norms.

## **12. Contractual terms and conditions**

**12.1 Legal Status:** The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis, Department of Empowerment of Persons with Disabilities (DEPwD) and shall not be regarded, for any purposes, as being either a "staff member" of Department of Empowerment of Persons with Disabilities (DEPwD), or an "official" of Department of Empowerment of Persons with Disabilities (DEPwD). 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 (DEPwD) and the Individual Consultant.

### **12.2 Standards of Conduct**

**12.2.1 In General** the Individual Consultant shall neither seek nor accept instructions from any authority external to Department of Empowerment of Persons with Disabilities (DEPwD) 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 Department of Empowerment of Persons with Disabilities (DEPwD), and the Individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of Department of Empowerment of Persons with Disabilities (DEPwD). 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 Department of Empowerment of Persons with Disabilities (DEPwD). 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 shall be one of the grounds for termination of the Individual Consultant.

**12.2.2 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 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.



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

**12.3.1** Title to any equipment and supplies that may be furnished by Department of Empowerment of Persons with Disabilities (DEPwD) to the Individual Consultant for the performance of any obligations under the Contract shall rest with Department of Empowerment of Persons with Disabilities (DEPwD), and any such equipment shall be returned to Department of Empowerment of Persons with Disabilities (DEPwD) at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to Department of Empowerment of Persons with Disabilities (DEPwD), 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 Department of Empowerment of Persons with Disabilities (DEPwD) for any damage or degradation of the equipment that is beyond normal wear and tear.

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

**12.4 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 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 Department of Empowerment of Persons with Disabilities (DEPwD).

**12.5 Use Of Name, Emblem or Official Seal of The Department of Empowerment of Persons with Disabilities (DEPwD):** Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with Department of Empowerment of Persons with Disabilities (DEPwD), nor shall the Individual consultant, 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 Department of Empowerment of Persons with Disabilities (DEPwD).

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, located in the bottom right corner of the page.

**12.6 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.

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

12.7.1 Department of Empowerment of Persons with Disabilities (DEPwD) 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 Department of Empowerment of Persons with Disabilities (DEPwD).

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

**12.8 Force Majeure and other Conditions:**

12.8.1 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.

12.8.2 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 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.

**12.9 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 individual consultant. The individual consultant can also seek for termination of the contract upon giving two month's notice to the Department of Empowerment of Persons with Disabilities (DEPwD). The individual Consultant can also resign the services as a Consultant immediately in lieu of two month salary.

**12.10. 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 Department of Empowerment of Persons with Disabilities (DEPwD) or by other authorized and qualified agents of Department of Empowerment of Persons with Disabilities (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. Department of Empowerment of Persons with Disabilities (DEPwD) shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by Department of Empowerment of Persons with Disabilities (DEPwD) other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, Department of Empowerment of Persons with Disabilities (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 Individual Consultant generally relating to performance of the Contract. The right of Department of Empowerment of Persons with Disabilities (DEPwD) 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 personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to Department of Empowerment of Persons with Disabilities (DEPwD) 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.

**12.11. 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 Department of Empowerment of Persons with Disabilities (DEPwD) /Government of India, his/her services will be liable for discontinuation without assigning any reason.

**13. Consultants/Special Consultants/Senior Consultants already engaged in the Department will continue to be governed by the terms & Condition of individual contract till the expiry of their existing contract. The terms & conditions upon any extension will be governed by these new guidelines.**

**14.** In case of any disputes arising 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 the parties.

**15.** This issues with the concurrence of JS&FA vide Note #173 dated 23.08.2024 and approval of **Honorable Minister of Social Justice & Empowerment** vide Note #193 dated 07.11.2024.



**(Sureksha Sharma)**  
**Under Secretary to the Govt. of India**

**Terms of Reference for the Individual Consultant**

Department of Empowerment of Persons with Disabilities (DEPwD) Reference:

Title :

**(Followings are to be filled by the concerned vertical/Division and send to Administration to initiate hiring process)**

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

**ANNEXURE - II**

**Performa for Performance Report in respect of Consultants engaged in  
the Department of Empowerment of Persons with Disabilities**

1.	Name (In Full)		
2.	Date of Birth		
3.	Post (as Consultant)		
4.	Monthly Remuneration		
5.	Division/Section where posted		
6.	Date of Joining in the Department		
7.	Contract upto		
8.	Brief description of duties entrusted during the period of engagement -		
9.	<b>Assessment of work output (Description) (Marks to be awarded out of 10)</b>	<b>Reporting Officer</b>	<b>Reviewing Officer</b>
i.	Quality of Work		
ii.	Accomplishment of work allotted: Details of work allotted at the start of 2022 or (the year concerned) (i).... (ii).....	Actual work* accomplished in terms of quality and quantity (Report may be descriptive)	
iii.	Knowledge of Rules, Regulations/latest sectoral development related to work allotted		
iv.	Analytical Ability (Descriptive in nature)		
v.	Capacity to adhere to time schedule		
vi.	Initiative Ability		
vii.	Sense of Responsibility		
viii.	Communication Skills		
ix.	Punctuality in attendance		
x.	Maintenance of Discipline		
	<b>OVERALL GRADING</b>		
10.	Integrity		
11.	State of Health		
12.	Whether his/her further engagement is recommended/not recommended. If recommended, the marks allotted by Reporting Officer as well as reviewing Officer.		

\*The Reporting officer of the Consultant will certify the accomplishment of actual work of vis-a-vis details of work allotted and quantify the same on 0-10 scale.

Remarks of the Reporting Officer:-

Name & Signature of Reporting officer  
(Not Below the rank of Under Secretary)

Remarks of the Reviewing Officer (Assessment should not be in less than 100 words):-

Name & Signature of Reviewing officer  
(Not Below the rank of DS/Director)



F.No. ....  
Government of India  
Ministry of Social Justice & Empowerment  
Department of Empowerment of Persons with Disabilities (DEPwD)

**Contract for the services of an Individual Consultant**

File No \_

Date:-

This Contract is entered into on [insert date] between the Department of Empowerment of Persons with Disabilities (DEPwD) and Mr/Ms/Mrs..... s/d/w/o..... (Hereinafter referred to as "the Individual Consultant")

whose address is .....

WHEREAS Department of Empowerment of Persons with Disabilities (DEPwD) 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 Department of Empowerment of Persons with Disabilities (DEPwD) 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 Annex 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 [Grade-I to Grade-II for Secretariat or Technical Work]. This Contract is subject to the conditions mentioned in the "Procedure and guidelines for engagement of Secretariat Consultants/ Technical Consultants" in Department of Empowerment of Persons with Disabilities (DEPwD) " dated \_\_\_\_\_ and are attached hereto as Annex II.

**3.Payment**

A consolidated remuneration of Rs..... per man month inclusive of all applicable taxes shall be paid to the Individual Consultant subject to satisfactory services. If unforeseen travel outside the Duty Station is requested by Department of Empowerment of Persons with Disabilities (DEPwD), and upon prior written agreement, such travel shall be at Department

of Empowerment of Persons with Disabilities (DEPwD) expense and the Individual Consultant shall receive a TA/DA as per the said terms and conditions.

**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. 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 Department of Empowerment of Persons with Disabilities (DEPwD) 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 Secretariat Consultants/ Technical Consultants** in Department of Empowerment of Persons with Disabilities (DEPwD) **date** \_\_\_\_\_ and attached hereto in Annex II which form an integral part of this Contract.

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

**Under Secretary (Administration):**

Name:

Signature:.....

Date:

Place:

**INDIVIDUAL CONSULTANT:**

Name:

Signature:.....

Date:

Place: