

A-12011/05/2020 Estt.
Government of India
Ministry of Skill Development & Entrepreneurship

Shram Shakti Bhawan, Rafi Marg
New Delhi, Dated: 31.01.2022

Subject: Procedure and guidelines for engagement of Young Professionals in Ministry of Skill Development & Entrepreneurship (MSDE)

In supersession of "Procedure and Guidelines for engagement of Young Professionals (YPs) in MSDE, the following guidelines and procedures are being prescribed for engagement of YPs in MSDE until such time as these guidelines are amended or new guidelines issues. These guidelines will come into effect from the date of issue.

1. Purpose and Scope of Application

- I. The Ministry is responsible for co-ordination of all Skill Development efforts across the country, removal of disconnect between demand and supply of skilled manpower, building the vocational and technical training framework, skill up-gradation, building of new skills and innovative thinking not only for existing jobs but also jobs that are to be created. The Ministry aims to skill on a large scale with speed and high standards in order to achieve it's vision of a 'Skilled India'. It is aided in these initiatives by its functional arms - Directorate General of Training (DGT), National Skill Development Agency (NSDA), National Council for Vocational Education and Training (NCVET), National Skill Development Corporation (NSDC), National Skill Development Fund (NSDF) and 38 Sector Skill Councils (SSCs) as well as 33 National Skill Training Institutes (NSTIs/NSTI(w)), about 15000 Industrial Training Institutes (ITIs) under DGT and 187 training partners registered with NSDC. The Ministry also intends to work with the existing network of Skill Development centres, universities and other alliances in the field. Further, collaborations with relevant Central Ministries, State governments, international organizations, industry and NGOs have been initiated for multi-level engagement and more impactful implementation of Skill Development efforts.
- II. The General conditions of Contracts for the services of Young Professionals will be incorporated into their individual contracts.

2. Contractual terms and conditions

- I. **Legal Status:** The individual YPs shall have the legal status of an independent YP vis-i-vis, MSDE and shall not be regarded, for any purposes, as being either a "staff member" of MSDE, or an "official" of MSDE. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between MSDE and the individual YP.
- II. **Standards of Conduct:**
 - a. In General the individual YP shall neither seek nor accept instructions from any authority external to MSDE in connection with the performance of its obligations under the Contract. The individual YP 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 MSDE, and the individual YP shall perform its obligations under the Contract with the fullest regard to the interests of MSDE. The individual YP 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 MSDE. The individual YP 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 YP shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the individual YP for cause.

- b. **Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the individual YP shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The individual YP 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 MSDE to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
- c. **Title Rights, Copyrights, Patents and Other Proprietary Rights:**
- i. Title to any equipment and supplies that may be furnished by MSDE to the individual YP for the performance of any obligations under the Contract shall rest with MSDE, and any such equipment shall be returned to MSDE at the conclusion of the Contract or when no longer needed by the individual YP. Such equipment, when returned to MSDE, shall be in the same condition as when delivered to the individual YP, subject to normal wear and tear, and the individual YP shall be liable to compensate MSDE for any damage or degradation of the equipment that is beyond normal wear and tear.
- ii. MSDE 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 YP has developed for MSDE 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 YP acknowledges and agrees that such products, documents and other materials constitute works made for hire for MSDE. 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 YP under the Contract shall be the property of MSDE, shall be made available for use or inspection by MSDE at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to MSDE authorized officials on completion of work under the Contract.
- d. **Confidential Nature of Documents and information:** The individual YP would be subject to the provisions of the Indian Official Secrets Act, 1923. The individual YP shall not, except with the previous sanction of MSDE 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 MSDE.

- e. **Use of Name, Emblem or official seal of the MSDE:** Individual YP shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with MSDE, nor shall the individual YP, in any manner whatsoever, use the name, emblem or official seal of MSDE, or any abbreviation of the name of MSDE, in connection with its business or otherwise without the written permission of MSDE
- f. **Insurance:** The individual YP 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 YP's sole expense, such life, health and other forms of insurance as the individual YP may consider to be appropriate to cover the period during which the individual YP provides services under the Contract.
- g. **Medical certificate:** MSDE may require the individual YP to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of MSDE.
- h. **Termination:** The MSDE 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 YP. The individual YP can also seek for termination of the contract upon giving one month's notice to the MSDE.
- i. **Audits and investigations:** Each invoice paid by MSDE shall be subject to a post-payment audit by auditors, whether internal or external, of MSDE or by other authorized and qualified agents of MSDE 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. MSDE shall be entitled to a refund from the individual YP for any amounts shown by such audits to have been paid by MSDE other than in accordance with the terms and conditions of the Contract. The individual YP acknowledges and agrees that, from time to time, MSDE 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 YP generally relating to performance of the Contract. The right of MSDE to conduct an investigation and the individual YP's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The individual YP 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 YP'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 MSDE access to the individual YP's premises at reasonable times and on reasonable conditions in connection with such access to the individual YP's personnel and relevant documentation.

- j. **Settlement of Disputes:** MSDE and the individual YP 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.
- k. **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, MSDE for arbitration. The Secretary, MSDE may appoint an arbitrator for the settlement of the controversy.
- l. **Conflict of Interest:** The individual YP 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 YP are not found satisfactory or found in conflict with the interests of the MSDE /Government of India, his/her services will be liable for discontinuation without assigning any reason.

3. **Terms of reference**

- a. Heads of Verticals are responsible for ensuring that detailed terms of reference describing the work to be performed are prepared well in advance of the engagement of the individual YP and submit it in Annexure-1 in a timely manner to the executive or administrative office for processing.
- b. The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.

4. **General Terms & Conditions**

- a. **Tenure:** Initially a YP will be engaged for a fixed period as per the requirement not exceeding one year. The tenure will be extended by one year at a time. The total tenure would be three years only 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 defined Key Performance indicators. Extension beyond three year will be considered under exceptional circumstances with the approval of Secretary, MSDE.
- b. Professionals with requisite qualification and experience as prescribed would be hired as individual YPs.
- c. The individual YPs may be appointed on a full-time basis. They would not be permitted to take up any other assignment during the period of consultancy with MSDE.
- d. The appointment of individual YPs is of a temporary nature and the MSDE can cancel the appointment at any time without providing any reason for it.
- e. The total number of individual YPs to be engaged by MSDE shall depend on the actual requirement at a particular point of time and provision of budget.

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

- a. **Educational Qualification:** Educational Qualifications and Experience as prescribed by actual requirement of the verticals.

b. **Experience, Age and Remuneration:**

Name of the Position	Experience in Years	Upper age limit at the time of applying	Remuneration (Rs)
Young Professional	As per requirement	32 years	60,000/-

- c. In case the contract is for more than one year, the remuneration for subsequent years will be fixed at Rs. 60,000/-. There shall be no annual increment on any ground.

- d. Hiring criteria may be further defined for specific positions depending on the specific requirements and circumstances. Emoluments of YPs will be decided on number of man-days basis.

- e. **Under no condition, there shall be extension for the YPs who are more than 35 years of age as on the expiry of the extension.**

6. **TA/DA:-** The individual YP 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
Young Professional	Air in Economy Class or by Rail the AC Two Tier	Hotel accommodation of up to Rs. 2250 per day, taxi charges of up to Rs. 338/- per day for travel within the city and food bills not exceeding Rs. 900/- per day shall be allowed

7. **SELECTION PROCESS:**

- a. The selection of YPs shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 - Selection of individual YP/Service Provider (para 7 .1 and 7.2) Chapter - 6 (para 6.5) of Manual for Procurement for Consultancy and Other Services 2017.
- b. The requirement of MSDE will be advertised from time to time on its website.
- c. The screening cum selection committees shall shortlist the applicants and recommend a panel of at least 03 eligible candidates per vacancy. The composition of Candidates recommended by screening committee shall be interview by selection committee. The composition of screening cum selection committees shall be as under:

1.	Joint Secretary	
2.	JS/Director (Finance)	Chairperson
2.	Director/DS (Estt.)	Member
3.	Directors (Concerned Division)	Member
4.	Under Secretary (Estt.)	Member
		Member Secretary

8. **Payment:** The payment will be released by MSDE within one week after completion of the month based on the **biometric attendance** registered by the individual YP or on certification by concerned officer in case the individual YP has been deputed to other place.
9. **Leave:** The individual YPs shall be entitled to leave of **18 days** in a year on pro-rata basis. Unutilized leaves shall not be carried forward.
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 MSDE will issue TDS certificate/ Goods and Service Tax as applicable shall be admissible to the individual YPs. The MSDE undertake no liability for taxes or other contribution payable by the individual YP on payments made under this contract.
11. **Police Verification:** Police verification of the individual YPs shall be done as per the latest instructions issued by MHA. Candidate should furnish PV form duly filled with all supporting documents at the time of joining MSDE. In case the police verification is received as negative, the contract of individual YP shall cease to exist with immediate effect without any notice.
12. Each YP shall furnish his/her original documents for verification at the time of joining MSDE. Double vaccination certificate for covid 19 is also required to be furnished by the YP.
13. Young Professionals engaged under the previous guidelines, shall continue to be governed by the terms and conditions of those guidelines till the expiry of their existing contract. Any extension will be subject to these new guidelines.
14. This issues with the concurrence of AS&FA vide note 222 FTS No.35579 dated 29.11.2021.
15. This has approval of Secretary, MSDE.

R.K. Gupta
(R.K. Gupta)
Director
Tel: 011-23465857

Terms of Reference for the work to be done.

- (i) **Precise statement of Objectives:**
(Disciplines or the domains where engagement of Young Professional 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 Professional 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 MSDE to facilitate the Young Professional :**
(Officer who will provide guidance to the Young Professional and to whom reporting is to be done should be specified here)
- (v) **Qualifications and competencies**
(Academic and work experience of Young Professional to be required).
- (vi) **The final outputs that will be required of the Young Professional at the end of the period should be specified.**

1	Director (General)	Chairman
2	Director (Technical)	Member
3	Director (Finance)	Member
4	Director (Personnel)	Member
5	Director (Training)	Member