

No. A-42011/6/2023-Establishment

Government of India  
Ministry of Textiles

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UdyogBhawan, New Delhi

Dated 24<sup>th</sup> February, 2025

**OFFICE MEMORANDUM**

**Subject: New Guidelines for Engagement of Young Professionals/ Consultant Grade – 1 / Consultant Grade-2 in Ministry of Textiles as Independent Consultants.**

In supersession of this Ministry's OM No.42011/17/2021-Estt dated 28.03.2023 for Engagement of Young Professionals (YPs) in Ministry of Textiles, the following guidelines are being prescribed for engagement of Young Professionals / Consultant Grade 1 / Consultant Grade 2 in Ministry of Textiles until such time as these guidelines are modified further. These guidelines will come into effect from the date of issue.

1. **Background:** The Ministry of Textiles is responsible for policy formulation, planning and development of the Textiles Industry. The Ministry handles the core schemes for development of Textile Industry viz. Amended TUFS (ATUFS), Production Linked Incentive scheme, Integrated Processing Development Scheme (IPDS), Scheme for Capacity Building in Textile Sector (SAMARTH), PM-MITRA, Integrated Textile Parks (SITP), Scheme for Incubation in Apparel manufacturing (SIAM), and Textile Cluster Development Scheme (TCDS), National Technical Textile Mission (NTTM) etc. It is considered useful to utilize them to build organizational capacity, strengthen programme monitoring, schemes formulation, evaluation, project monitoring protection, development of textile industry in the country and promotion of Indian Textile in the world.

Keeping in mind all these developments the Ministry needs to strengthen itself with high quality resources in the required areas. Therefore, the Ministry proposes to engage Young professionals / Consultant Grade 1 / Consultant Grade 2 as independent Consultants for its various Divisions.

**2. Type and Tenure of Engagement**

- i. The Engagements shall be at three levels - Young Professionals, Consultant Grade 1, and Consultant Grade 2. They shall be collectively known as Independent Consultants (ICs).
- ii. The engagement will be purely on a contractual basis.
- iii. These engaged personnel shall have the legal status of an independent consultant vis-à-vis, Ministry of Textiles and shall not be regarded, for any purposes, as being either a 'staff member' an 'official' of Ministry of Textiles. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between Ministry of Textiles and the Independent Consultants.
- iv. The engagement shall be initially for a period of two years which may be extended up to further three years(1+1+1), depending on the performance evaluation.

3. **Qualification, Experience and Vacancies:** Applicants with the following qualifications and experience would be considered for engagement as Young Professionals / Consultant Grade 1 / Consultant Grade 2.

**3.1. Essential Educational Qualification:**

Master Degree from a recognized university/institution in the discipline relevant to the Job Description.

**3.2. Desirable qualification:** As specified by the Concerned Division of Ministry of Textiles as per actual work requirement of the verticals (will be notified at the time of advertisement).

**3.3. Experience, Age and remuneration:**

Position	Upper Age Limit (as on 01 <sup>st</sup> July of Year of Advertisement)	Post qualification Experience Years*	Relevant experience (No. of years)
Young Professionals	35 years	Minimum 1 year	0
Consultant Grade 1	45 years	Minimum 3 years	2
Consultant Grade 2	50 years	Minimum 8 years	5

\*Experience includes up to 3 years for Ph.D. holder, provided no work experience is counted during these 3 years

**3.4 Number of Independent Consultants:** The total number of Independent Consultants to be engaged by Ministry of Textiles (MoT) shall depend on the actual requirement at particular point of time and provision of budget.

4. **Selection Process:** The selection of Independent consultants shall be done through a Screening Committee and Selection Committee to be constituted with the approval of Secretary, Textiles.

5. **Remuneration and Annual Enhancement**

**5.1. Remuneration**

i. The remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed. The ranges of remuneration for each of the positions are as given in the table below.

Position	Remuneration per month (Rs.)
Young Professional*	70,000
Consultant Grade 1	80,000 - 1,45,000
Consultant Grade 2	1,45,000 – 2,65,000



\*Salary of YP's to be appointed afresh will be fixed at Rs. 70,000/- as per new NITI Aayog's guidelines.

\*YP's and Consultants who have been recruited as per previous guidelines and are currently working in this Ministry and will be completing their three years tenure, their tenure will be extended for another two years (1+1), based on their performance and as per recommendation by the competent authority for extension of tenure. The remuneration would be as per guidelines prevalent at the time of recruitment.

ii. Remuneration for any selected candidates for Consultant Grade-I/II shall be fixed, based on the following:

- a) The range of remuneration proposed in the above table for the position in which the candidate has been selected.
- b) Years of Experience
- c) Last Pay Drawn (Shall be considered in Special Cases where the selection Committee determined that the candidate is exceptional).

**5.2. TA / DA:** The Independent Consultants may be required to travel to any place in India. While on tour, TA / DA will be admissible to Young Professional as admissible to Section Officer (level10) and for Consultant Grade 1, and Consultant Grade 2 as admissible to Under Secretary (Level 11) of the Central Government.

**5.3. Extension of Tenure and Annual Enhancement of Remuneration**

- i) The Extension of tenure shall be allowed strictly on the basis of evaluation of performance by the respective wing head, the recommendation of the Wing Head for extension of tenure shall be placed before Secretary (T) for approval.
- ii) The remuneration may be reviewed after completion of every one year on annual basis.
- iii) The Remuneration Enhancement based on performance shall be as follows:

Performance	Enhancement in Remuneration
Performed only routine/assigned work	Nil
Individual Consultant / YP who have made sufficient contribution in his / her domain and have shown quality input for providing the desired output on the assigned task.	Upto 5% of the remuneration
Where the individual YP/Consultant demonstrated exemplary performance in his / her domain and have made Outstanding contribution in Divisions Works as expected by higher authorities on the assigned task. Note : The criteria based on which 10% enhancement is recommended should be spelt out and brought out in recommendation to be submitted to Committee	Upto 10 % of the remuneration

- iv) The enhancement of remuneration of upto 5% will only require the recommendation of the Wing Head based on the performance of the Independent Consultant.
- v) However, the enhancement in remuneration of more than 5% and upto 10% shall require the recommendation of the wing head to be placed before the Committee on Enhancement of Remuneration constituted under the Chairmanship of Additional Secretary, Ministry of Textiles or Competent Authority as nominated by Secretary (Textiles) and subsequent approval of Secretary(T).
- vi) Notwithstanding anything mentioned above, in no case shall the remuneration of any individual Consultant shall exceed 1.35 times of the initial remuneration.

6. **Training:** The Independent Consultants shall mandatorily complete Dakshata for Young Professionals course on iGot within 2 months from their joining. Further, concerned divisions may design an Induction module for each Independent Consultant. Apart from this, there shall be role specific modules and each Independent Consultant will go through the training as and when directed.

7. **Terms of Reference:** 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. Detailed TOR will be drawn by respective divisions in MoT to which ICs are posted. The TOR will be deemed to be part of the contract.

8. **Payment:**

- i. The Independent Consultants will be paid monthly remuneration within 7 days after completion of the month subject to periodic completion of work certified by the controlling Officer.
- ii. The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at the source before effecting the payment, for which MoT will issue TDS certificates. Individual consultants shall be liable to pay Goods and Service Tax, as applicable. MoT undertakes no liability for taxes or other contributions payable by the Individual consultant on payment made under this Contract.

9. **Working Hours and Leave**

- i. Working Hours shall be as per office hours of Ministry, normally be from 9.00 AM to 5.30 PM during working days including half an hour lunch break in between. However, in exigencies of work, Independent Consultants may be required to sit late and may be called on Saturday/ Sunday and other holidays also. Such late sitting or working on closed holidays on exigencies will not attract any additional remuneration.
- ii. Paid leave shall be granted at the rate of 1.5 days for each completed month. Accumulation of leave beyond calendar year will not be allowed. Moreover, the absence up to one month for any valid reason will be considered without remuneration.
- iii. Attendance shall be marked in the Biometric System.



- iv. Apart from above, the women Independent Consultants may be eligible for maternity leave as per the maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour & Employment vide letter No. S-36017/0302015-ss-I dated 12<sup>th</sup> April, 2017.

**10. Termination:**

- i. The engagement can be terminated at any time by the Ministry by giving 15 days' notice or pay in lieu thereof. Similarly, the Independent Consultant may also resign after giving notice for a similar period.
- ii. The Ministry reserves the right to terminate any Independent Consultant at any stage in event of a serious failure to perform the task assigned or of failure to observe any standards of conduct.
- iii. The Ministry reserves the right to waive off notice period of Independent Consultant.

**11. Title Rights, Copyrights, Patents and Other Proprietary Rights:**

- i. Title to any equipment and supplies that may be furnished by MoT to the Independent Consultant for the performance of any obligations under the Contract shall rest with MoT. Any such equipment shall be returned to MoT at the conclusion of the contract or when no longer needed by Independent Consultant. Such equipment, when returned to MoT, shall be in the same condition as delivered to the Independent Consultant, subject to normal wear and tear, and he / she shall be liable to compensate MoT for any damage or degradation of the equipment that is beyond normal wear and tear.
- ii. MoT 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 Independent consultant has developed for MoT 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 Independent Consultant acknowledges and agrees that such products, documents and other materials constitute works made for MoT.

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 Independent Consultant under the contract shall be the property of MoT, and shall be made available for use or inspection by MoT at reasonable time and in reasonable places, and shall be treated as confidential and shall be delivered only to MoT's authorized officials on completion of work under the Contract.

- iii. The Consultant will be required to sign a Non-Disclosure Agreement for mandatory two-year cooling off period post the Government contract completion, if they intend to join foreign Missions/firms/think tanks. (Subject to working on sensitive post/work).

**12. Force Majeure and other Conditions:**

- i. 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 independent consultants.

- ii. The Independent Consultant acknowledges and agrees that, with respect to any obligations under the Contract that they must perform in or for any areas in which MoT 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.

13. **Audits and Investigations:** Each invoice paid by MoT shall be subject to a post-payment audit by auditors, whether internal or external, of MoT or by other authorized and qualified agents of MoT at any time during the term of the Contract and for a period of two (2) years following the expiration or **premature** termination of the Contract.

MoT shall be entitled to a refund from the Independent Consultant for any amounts shown by such audits to have been paid by MoT other than in accordance with the terms and conditions of the Contract. The Independent consultant acknowledges and agrees that, from time to time, MOT may conduct an investigation and the Independent Consultant's obligation to comply with such an investigation shall not lapse upon expiration or premature termination of the Contract. The Independent Consultant shall extend full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Independent consultant's obligation to make available his/her personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to MoT access to the Independent Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Independent Consultant's personal and relevant documentation.

14. **Settlement of Disputes:** MoT and the Independent 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.

15. **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 Competent Authority as nominated by Secretary (Textiles) for the settlement of the dispute.

16. **Conflict of Interest:** The Independent 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 Independent Consultant are not found satisfactory or found in conflict with the interests of the MoT/Government of India, his/her services will be liable to be terminated without assigning any reason.

17. **General terms and conditions:**

- i. Ministry of Textiles (MoT) may require the Independent Consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any office of Ministry of Textiles.
- ii. The Independent Consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/ her obligations under the contract, as well



as for arranging, at the Independent consultant's sole expense, such life, health and other forms of insurance as the Independent Consultant may consider to be appropriate to cover the period during which the Independent Consultant provides services under the contract.

- iii. The engagement as Independent Consultant is subject to verification of documents related to educational qualification and experience. If any information / documents submitted by Independent Consultant are found false / wrong at any stage, his/her engagement will be terminated immediately and appropriate action will be taken against him/her as per rules.
- iv. Independent Consultant will be governed by the Official Secrets Act, 1923, as amended from time to time and will not disclose to any unauthorized person(s) any information / data that come to their notice during the period of their engagement as 'Young Professional / Consultant Grade 1 / Consultant Grade 2 in the Ministry. All such information / records / papers / software/ emails etc. will be property of the Government.
- v. The Independent Consultant shall not advertise or otherwise make public for the purpose of commercial advantage that it has contractual relationship with Ministry of Textiles. He/ She shall not, in any manner whatsoever, use the name, emblem or official seal of the Government of India or Ministry of Textiles or any abbreviation of the name of Ministry of Textiles, in connection with business or otherwise without the prior written permission of the competent authority of Ministry of Textiles.
- vi. The Independent consultant shall be expected to conduct himself/ herself in accordance with the rules and regulations of the Government of India. He/ She will be expected to demonstrate high moral character, integrity, secrecy of office and dedication to work while discharging his / her duties. In case his/ her services are not found satisfactory or found to be in conflict with the interest of the Ministry of Textiles/ Government of India, his/ her services will be terminated forthwith, without any notice period or compensation.
- vii. In General, the Independent Consultant shall neither seek nor accept instructions from any authority external to MoT in connection with the performance of his/ her obligations under the contract. The Independent 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 MoT, and he/she shall perform their obligations under the contract with the fullest regard to the interest of MoT. The Independent consultant warrants that he/ she 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 MoT. He/ She shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/ her obligations under the contract. In the performance of the Contract, the Independent Consultant shall comply with the normal standards of Conduct. Failure to comply with the same is ground for termination of the Independent Consultant for cause.
- viii. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Independent Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Independent Consultant acknowledges and agrees that any breach of any of the provisions thereof shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights will attract penal provisions. In addition, nothing therein shall limit the right of MoT to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
- ix. In the unfortunate event of the death, injury or illness while serving Ministry of Textiles, the independent consultant or the next of kin shall not be entitled to any compensation or Appointment.

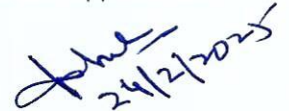
No. A-42011/6/2023-Establishment

- x. The Independent Consultant will be required to submit a police verification report from their concerned police station and also submit a medical-cum-fitness certificate issued by any authorized Medical Practitioner prior to engagement.
- xi. The engagement of Consultants shall be done in accordance with the provisions contained in GFR 2017 under Rules 177 to 196.
- xii. The period of engagement would commence from the date of joining at Ministry of Textiles.
- xiii. The period of engagement as Independent consultant will not confer any claim or right for subsequent engagement/ employment with Ministry of Textiles or any other Government Department at a later date.
- xiv. Where the Secretary, Ministry of Textiles 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.

18. Young Professional/Independent Consultants 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 of tenure will be subjected to these new guidelines.

19. These guidelines shall not be applicable to retired government servants hired as consultants. The same shall continue to be governed under the extant guidelines of DoE.

20. This issues with the concurrence of AS&FA vide C.No. 52268 dated 04.02.2025 and approval of Hon'ble Minister of Textiles.

  
24/2/2025

(Hari Kishore)

Under Secretary to the Govt of India