

0055/DGR/SE/Marketing Div
Department of Ex-Servicemen Welfare MoD
Directorate General Resettlement

Dated, Apr 2025

Subject: Procedure and Guidelines for Engagement of Young Professionals in DGR 2025.

In accordance to "Procedure and Guidelines for engagement of Consultants/ Senior Consultants/ Young Professionals in NITI Aayog" dated 7th July, 2023, the following guidelines and procedures will be followed for the engagement of Young Professionals in Directorate General Resettlement. These guidelines will come into effect from the date of issue.

1. Purpose and Scope of Application

1.1 Directorate General Resettlement (DGR) is mandated to assist the resettlement of Armed Forces personnel through upskilling and provision of employment and self-employment opportunities.

1.2 An outreach programme was undertaken by DGR to create awareness amongst the environment regarding the various initiatives, schemes & training programme of DGR for resettlement of retiring/ retired Armed Forces personnel in the last six months. During the outreach programme it was realized that further pro-active measures are required to enhance the reach of DGR, both toward the ESM and the Industry for their resettlement.

1.3 The necessity of a Marketing Division for employment of ESM and extending the reach of DGR within the Armed Forces environment has been identified as an essential component of bridging the gap between military service and civilian careers. It is necessary to have a pool of Young Professionals who possess the requisite set for marketing. They will be expected to deliver in such areas where in-house expertise is not readily available within the framework of DGR.

1.4 The process governing the hiring of Young Professionals for creation of Marketing Division at DGR has been drawn on the lines of NITI Ayog Procedure and Guidelines for Engagements of Consultants/ Young Professionals dt 07 Jul 2023

1.5 The general terms and conditions of engagement of Young Professionals will be incorporated into their individual Consultancy Contracts.

2. Definition: The following definition applies for the purpose of the present instructions:

2.1 "Individual Consultant or Service Provider" means **Young Professional** depending upon their experience. Individual Consultants or Service Providers are recruited for similar activities as Consultancy/ Service providing firms when a full team is not considered necessary. They may be independent experts not permanently associated

with any particular firm, or they may be employees of a firm recruited on an individual basis. They may also be employees of an agency, institution, or university. They are normally recruited for project implementation of supervision, provision of specific expert advice on a highly technical subject, policy guidance, special studies, compliance supervision, training, or implementation monitoring.

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. management consultants, policy consultants or communications consultants. Advisory and project related Consultancy services which include, for example, feasibility studies, project management, engineering services, architectural services, finance accounting and taxation services, training and development, etc.

2.3 "Consultancy" means the nature and purpose of engagement of an Individual Consultant/Service Provider. The said Consultancy engagement will be governed by a specific contract providing for terms and conditions of engagement and by the directions, issued through Office Memoranda, post engagement, from time to time, by the Competent Authority.

2.4 "Competent Authority" for the purpose of these guidelines, would be the DG (R), Directorate General Resettlement or any official who may specifically be delegated by the DG (R), Directorate General Resettlement.

2.5 "Remuneration" means a consolidated payment that will be processed by DGR on a monthly basis to the Individual Consultant as per terms of engagement and is distinct from Salaries.

3. Consultancy terms and conditions

3.1 **Legal Status:** The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis DGR and shall not be regarded, for any purposes, as being either a "staff member" of DGR, or an "official" of DGR. Accordingly, nothing within or relating to the Consultancy Contract shall establish the relationship of employer and employee, or of principal and agent, between DGR and the Individual Consultant/ Young Professional.

3.2 Standards of Conduct:

3.2.1 The Individual Consultants shall neither seek nor accept instructions from any authority external to DGR in connection with the performance of their obligations under the Consultancy Contract. The Individual Consultants shall not take any action during their engagement in respect of the performance of the Contract or otherwise related to their obligations under the Contract that may adversely affect the interests of DGR. The Individual Consultants shall perform their obligations under the Consultancy Contract with the fullest regard to the interests of DGR. The Individual Consultants are enjoined not to offer any direct or indirect benefit arising from or related to performance of the Contract

or the award thereof the Consultancy engagement to any representative, official, employee or other agent of DGR. The Individual Consultants shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Consultancy Contract. In the performance of the Consultancy Contract, the Individual Consultant shall comply with the Standards of Conduct. Failure to comply with the same is grounds for termination of the Consultancy Contract governing the Consultancy.

3.2.2 Prohibition of Sexual Exploitation and Abuse:

During the performance of the Consultancy Contract, the Individual Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) of Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of DGR to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.

3.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:

3.3.1 Title to any equipment and supplies that may be furnished by DGR to the Individual Consultants for the performance of any obligations under the Consultancy Contract shall rest with DGR, and any such equipment shall be returned to DGR at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to DGR, 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 DGR for any damage or degradation of the equipment that is beyond normal wear and tear.

3.3.2 DGR 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 DGR under the Consultancy 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 Consultancy Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made during the engagement for DGR. 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 Consultancy Contract or as result of such Consultancy Contract shall be the property of DGR that shall be made available for use or inspection by DGR at reasonable times and in reasonable places. It shall be treated as confidential

and shall be delivered only to DGR's authorized officials on completion of work under the Consultancy Contract.

3.4 Confidential Nature of Documents and Information: The Individual Consultant shall be subject to the provisions of the Indian Official Secrets Act, 1923, The Individual Consultants shall not, except with the previous sanction of DGR or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV/ Radio broadcast/ Social Media or contribute an article or write a letter in any newspapers or periodical either in their 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 them by DGR. The Individual Consultant is prohibited from sharing any material that was

created as part of the Consultancy or received during the engagement at the DGR from external agencies or from within DGR. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer, while, the obligations of the provisions of The Official Secrets Act, 1923 shall remain effective for all intents.

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

3.6 Insurance: The Individual Consultants shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of their obligations under the Consultancy Contract, as well as for arranging, at their own expense, such as life, health and other forms of insurance as the Individual Consultant as they may consider appropriate to cover the period during which they are engaged.

3.7 Travel, Medical Clearance and Service incurred Death, Injury or Illness:

3.7.1 DGR may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in any offices or premises of DGR.

3.7.2 In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of DGR under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of DGR or is performing any responsibilities under the Consultancy Contract in any offices or premises of DGR or Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

3.8 Force Majeure and other Conditions:

3.8.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of any Individual Consultant.

3.9. **Termination:** The DGR can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it. DGR reserves the right to terminate the services of an Individual Consultant at any stage, in the event of a serious failure in the performance of the assigned task or in the case of a failure to observe the prescribed standards of conduct as set out in para 3.2 of these Guidelines. However, in the normal course, DGR will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the DGR.

3.10 **Audits and Investigations:** Each invoice paid by DGR shall be subject to a post-payment audit by auditors, whether internal or external, of DGR or by other authorized and qualified agents of DGR at any time during the term of the Consultancy Contract and for a period of two (2) years following the expiration or premature termination of the Consultancy Contract. DGR shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by DGR other than in accordance with the terms and conditions of the Consultancy Contract. The Individual Consultant acknowledges and agrees that, from time to time, DGR may conduct investigations relating to any aspect of the Consultancy Contract or the award thereof, the obligations performed under the Consultancy Contract, and the operations of the Individual Consultant generally relating to performance of the Consultancy Contract. The right of DGR to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or premature termination of the Consultancy Contract. The Individual Consultant shall provide full and timely cooperation with 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 such personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to DGR access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personal and relevant documentation.

3.11 **Settlement of Disputes:** DGR and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. Work related grievances, if any, should be processed as per the redressal mechanism established at DGR.

3.12 Governing Law: The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts at Delhi.

3.13 Conflict of Interest: The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the DGR/Government of India, his/her engagement will be liable for discontinuation without assigning any reason.

4. Terms of Reference

4.1 Young Professionals will work directly under supervision of Dir (SE) in DGR and ADG, DRZ in case of all DRZ's. Dir (SE) in DGR and ADG, DRZ in case of all DRZ's are responsible for the preparation of detailed Terms of Reference (TOR). These ToRs will give description of the work to be performed by the Individual Consultants. TORS will be prepared by the respective offices in the prescribed format (Annexure — I) and submitted to the Administration within the given time schedule.

4.2 The Terms of Reference are mandatory and shall form part of the individual Consultancy 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 Duration of Engagement: Individual Consultants will be engaged for a fixed period of two years which may be extended by one year at a time upto a maximum tenure of five years, i.e., 2+1+1+1 years for providing high quality services on specific projects as per requirement of the DGR. 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 five years may be considered under prevailing circumstances with the approval of DG(R), Directorate General Resettlement.

5.2 Professionals with requisite qualification and experience as prescribed would be engaged as Individual Consultants in line with the rule 177 of GFR, 2017.

5.3 The Individual Consultants will be engaged on full-time basis and would not be permitted to take up any other assignment during the period of Consultancy with DGR under these Guidelines.

5.4 The engagement of Individual Consultants is of a temporary nature and the DGR can cancel the engagement at any time with one month notice period without providing any reasons thereof.

6. Service Bond

6.1 Selected Young Professional shall have to enter/sign a service bond/contract to serve the DGR faithfully and diligently for at least a period of one year from the date of his/her joining DGR.

6.2 In the event of his/her voluntarily resigning from the services of DG(R) before completion of initial one year, he/she shall pay to the DG(R) the liquidated damages equivalent to the 02 months' remuneration/fee of the Individual Contract.

6.3 In case of continuation beyond initial period of one year, liquidated damages clause shall not be applicable and he/she may seek for termination of the contract upon giving one month's notice to the DG(R).

6.4 The DG (R), Directorate General Resettlement may terminate the contract at any time by providing one month's notice to the individual Young Professional. However, DG (R), reserves the right to terminate the contract without prior notice in special circumstances or reasons to be recorded in writing.

7. Educational Qualifications, Age, Experience and Remuneration:

7.1 **Educational Qualification:** In general, following qualifications are required; however, any specific Educational Qualifications may be prescribed as per actual

requirement of the DGR.

S No	Position	Essential Qualification
(a)	Young Professional (HR)	MBA in HR/ Post Graduate diploma in Business Administration (HR)
(b)	Young Professional (Marketing)	MBA in Marketing/ Post Graduate diploma in Business Administration (Marketing)
(c)	Young Professional (Social Media)	<ul style="list-style-type: none">➤ Master's degree/ Diploma in Media Studies/ Mass Communication.➤ Strong Communication Skills (written and verbal preferably English).➤ <u>Understanding of</u><ul style="list-style-type: none">• Social Media platforms (Like Instagram, Linkedin, Facebook, Twitter, you tube etc.• SEO• Content creation and scheduling tools

7.2 Experience, Age and Remuneration:

Name of the Position	Experience in Years*	Upper Age (limit)	Remuneration (in Rs.)
Young Professional	1	32 years	70,000

NOTE:

7.3(a) In case the duration of the Consultancy Contract is for more than one year, the remuneration of Individual Consultants may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on their performance during the year after the recommendation of the Performance Review Committee to be constituted duly approved by the DGR, as per the following criteria: -

Performance#	Enhancement remuneration in
Performed only routine/assigned work	Nil
Individual Consultants who made significant contribution in their domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned/specific task.	Upto 5% of remuneration with the approval of DG (R), Directorate General Resettlement

Performance not to be judged merely on the grading obtained on the Annual Performance Report forwarded by the respective IO. Publications of articles in reputed journals/magazine/newspaper or books authored by the Individual Consultants will be given extra weightage while evaluating/deciding cases for enhancement in remuneration etc.

7.3 (b) Total enhancements in remuneration shall not exceed 10% annually in any case.

7.3 (c) Notwithstanding anything mentioned above, in no case shall the remuneration of any Individual Consultant shall exceed 1.35 times of the initial remuneration.

7.4 Engagement criteria may further be defined for specific positions depending on the specific requirements and circumstances.

8. **Reimbursement of or grant of advance:** The Individual Consultant may require to undertake domestic official tours with due approval and they will be allowed the following reimbursement of or grant of advance for official expenditure as given below:

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Young Professional	Air in Economy class or by Rail in 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.

9. **Selection Process**

9.1 The selection of Individual Consultants shall be made in accordance with the provisions contained in GFR, 2017 and the Manual for procurement for Consultancy & Other Services, 2022 as amended from time to time.

9.2 The number of Individual Consultants that need to be engaged for marketing in five DRZs is one each and four at DGR (Total nine consultants). A Screening Committee will shortlist eligible applicants. The Screening Committee will have the following composition.

Director (Self Employment)	Chairperson
Joint Director (SE)	Member
Joint Director (Adm)	Member
One Joint Director from each DRZ	Member

9.3 The Screening Committee shall shortlist the eligible applicants and recommend a panel of at least 18 eligible candidates to the Selection Committee.

9.4 The shortlisted applications shall be placed before a Selection Committee with the following composition: -

Director General(R)	Chairperson
Director (Self Employment)	Member
Joint Director (Legal)	Member
Joint Director (Adm)	Member

9.5 The Selection Committee may include an outside expert(s) on case-to-case basis in addition to the above members with the approval of DG(R).

9.6 The Selection Committee 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 a validity period of one year from the date of recommendation.

9.7 In certain exceptional cases and in the exigency of time and with full justification, selection can also be considered from a single source as per GFR, 2017 by a Search-cum Selection Committee having Principal Director (Brig or Equivalent) as the Chairperson with one Additional Director, Col level Officer one Lt Col or equivalent officer as members, with the approval of the DGR.

9.8 **Remuneration.** The consolidated remuneration will be released by DGR within one week after completion of the month based on the attendance registered by the Individual Consultant or on certification by ADG of DRZ or Director of respective Directorate.

10. **Leave.** Individual Consultants shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Unveiled leaves cannot be carried forward to the next year. Further, leave up to one month may be considered without remuneration with the approval of DG Resettlement, DGR. However, in exceptional cases for professional development, training etc., this condition may be relaxed by DG (R), Directorate General Resettlement.

11. **Tax Deduction at Source:** The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be paid by the Young Professional directly to Income Tax Department. The individual will submit a copy of ITR to DGR(Adm & Coord) latest by 1st week of July every year for future references.

12. **Police Verification:** Police verification of the Individual Consultants shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the Consultancy Contract of Individual Consultant shall cease to exist with immediate effect without any notice.

13. **Training:** After joining, a minimum of three days induction training (not to be paid) be organized for all Individual Consultants.

14. **Relaxation/Modifications:** Where the DG (R), Directorate General Resettlement is of the opinion that it is necessary or expedient so to do, he/she may by order and for reasons to be recorded in writing, relax/modify any of the provisions of these guidelines.

15. The existing Individual Consultants engaged under the previous guidelines, shall be governed by these guidelines from its effective date for the remaining period of their Consultancy Contract.

16. This issues with the concurrence of MoD(Finance/ Pension) dated 02.04.2025 and with the approval of Director General Resettlement.

(Navneet Dahiya)
Dir(SE)