

**No. A-13015/3/2021-Genl.**  
**Government of India**  
**Ministry of Finance**  
**Department of Public Enterprises**

**Public Enterprises Bhawan,**  
**Block No.14, CGO Complex,**  
**Lodhi Road, New Delhi – 110003**  
**Dated: 19 May, 2022**

**Subject: Procedure and Guidelines for engagement Young Professionals in  
Department of Public Enterprises, Ministry of Finance.**

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The following guidelines and procedures are being prescribed for engagement of Young Professionals in DPE 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 and Scope of Application:**

1.1 The Department of Public Enterprises (DPE) is the nodal department for all the Central Public Sector Enterprises (CPSEs) and formulates policy pertaining to CPSEs. It lays down, in particular, policy guidelines on performance improvement and evaluation, autonomy and financial delegation and personnel management in CPSEs. It furthermore collects and maintains information in the form of a Public Enterprises Survey on several areas in respect of CPSEs. For timely and smooth disposal of business entrusted on, DPE requires hiring of the Young Professionals who possess the requisite skill set. These Young Professionals will be expected to deliver in such areas where in-house expertise is not readily available or deficient conditions of resources. They should be high quality professionals, capable of lending their expertise in the fields such as Economics, Finance, Cost, Legal, Planning, Infrastructure etc. as per the requirements of DPE.

1.2 The General conditions of Contracts for the services of Young Professionals will be incorporated into their individual contracts.

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

**2.1 "Individual consultant or service provider"** means Young Professional. 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 supervision, provision of specific expert advice on a highly

technical subject, policy guidance, special studies, compliance supervision, training, or implementation monitoring. Individual consultants/service providers are not normally recruited for project preparation unless the proposed project is simple and, generally, a repeat of an already established and successful project.

**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, costing, accounting and taxation services, training and development etc.

### **3. Contractual terms and conditions:**

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

#### **3.2 Standards of Conduct:**

**3.2.1** In General the Individual Young Professional shall neither seek nor accept instructions from any authority external to DPE in connection with the performance of its obligations under the Contract. The Individual Young Professional 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 DPE, and the Individual Young Professional shall perform its obligations under the Contract with the fullest regard to the interests of DPE. The Individual Young Professional 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 DPE. The Individual Young Professional 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 Young Professional shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Individual Young Professional for cause.

**3.2.2 Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the Individual Young Professional shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Individual Young Professional 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 DPE to refer any alleged breach of the





foregoing standards of conduct to the relevant national 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 DPE to the Individual Young Professional for the performance of any obligations under the Contract shall rest with DPE, and any such equipment shall be returned to DPE at the conclusion of the Contract or when no longer needed by the Individual Young Professional. Such equipment, when returned to DPE, shall be in the same condition as when delivered to the Individual Young Professional, subject to normal wear and tear, and the Individual Young Professional shall be liable to compensate DPE for any damage or degradation of the equipment that is beyond normal wear and tear.

**3.3.2** DPE 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 Young Professional has developed for DPE 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 Young Professional acknowledges and agrees that such products, documents and other materials constitute works made for hire for DPE. 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 Young Professional under the Contract shall be the property of DPE, shall be made available for use or inspection by DPE at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to DPE authorized officials on completion of work under the Contract.

**3.4 Confidential Nature of Documents and Information:** The Individual Young Professional would be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Young Professional shall not, except with the previous sanction of DPE 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 DPE.

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



**3.6 Insurance:** The Individual Young Professional 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 Young Professional's sole expense, such life, health and other forms of insurance as the Individual Young Professional may consider to be appropriate to cover the period during which the Individual Young Professional provides services under the Contract.

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

**3.7.1** DPE may require the Individual Young Professional to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of DPE.

**3.7.2** In the event of the death, injury or illness of the Individual Young Professional which is attributable to the performance of services on behalf of DPE under the terms of the Contract while the Individual Young Professional is traveling at DPE expense or is performing any services under the Contract in any offices or premises of DPE or Government of India, the Individual Young Professional or the Individual Young Professional'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 the Individual Young Professional.

**3.8.2** The Individual Young Professional acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Young Professional must perform in or for any areas in which DPE 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.

**3.9 Termination:** The DPE 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 Young Professional. The individual Young Professional can also seek for termination of the contract upon giving one month's notice to the DPE.

**3.10 Audits and Investigations:** Each invoice paid by DPE shall be subject to a post-payment audit by auditors, whether internal or external, of DPE or by other authorized and qualified agents of DPE 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. DPE shall be entitled to a refund from the Individual Young Professional for any amounts shown by such audits to have been paid by DPE other than in accordance with the terms and conditions of the Contract. The Individual Young Professional acknowledges and agrees that, from time to time, DPE 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 DPE 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 DPE access to the Individual Young Professional's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Young Professional's personnel and relevant documentation.

**3.11 Settlement of Disputes:** DPE and the Individual Young Professional 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.

**3.12 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, DPE for arbitration. The Secretary, DPE may appoint an arbitrator for the settlement of the controversy.

**3.13 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 Young Professional are not found satisfactory or found in conflict with the interests of the DPE/Government of India, his/her services will be liable for discontinuation without assigning any reason.

#### **4. Terms of reference**

4.1 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 Young Professional and submit it in Annexure-1 in a timely manner to the executive or administrative office for processing.

4.2 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.

## **5 General Terms & Conditions**

**5.1 Tenure:** Individual YP will be engaged for a fixed period of two years which may be extended by one year at a time up to 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 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 years may be considered under exceptional circumstances with the approval of Secretary, DPE.

**5.2** Professionals with requisite qualification and experience as prescribed would be hired as Individual Young Professionals. 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 Young Professional through a competitive process. They should not be engaged against regular vacant posts as YP under this rule. They should be assigned clear output related goals.

**5.3** The Individual YPs may be appointed on part-time or full-time basis. YPs appointed on full-time basis would not be permitted to take up any other assignment during the period of Consultancy with DPE.

**5.4** The appointment of Individual YPs is of a temporary nature and the DPE can cancel the appointment at any time without providing any reason for it.

**5.5** Part-time YPs will be appointed subject to the condition that they face no conflict of interest with respect to the work they are handling in DPE.

**5.6 Number of Individual YPs:** The total number of Individual YPs to be engaged by DPE shall depend on the actual requirement at a particular point of time and provision of budget.

## **6. Educational Qualifications, Age, Experience and Remuneration:**

**6.1 Educational Qualification:** In general, following qualifications are required, however any specific Educational Qualifications may be prescribed as per actual requirement of the verticals.

Essential: shall be mentioned in the notification/advertisement/RFP as deemed fit as per the requirement.

Desirable: shall be mentioned in the notification/advertisement/RFP as deemed fit as per the requirement.





## 6.2 Experience, Age and Remuneration:

Name of the Position	Experience in Years*	Upper Age (limit)	Remuneration (Rs.)
Young Professional	1	35 years	70,000 (fixed)

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

NOTE: The YPs/Young Professionals can apply for higher position in DPE competing with external candidates provided they meet the eligibility criteria for the higher positions advertised. However, keeping in view their experience in DPE and expertise in the subject, exceptionally deserving candidates may be provided relaxation in period of experience by six months (compared to external candidate) along with exemption in terms of minimum salary being drawn in existing position while screening their applications.

6.3 The Consultation Evaluation Committee shall fix the consolidated remuneration for the positions of Young Professional. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

6.3 (a) In case the contract is for more than one year, the remuneration of may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on his/her performance during the year after the recommendation of the Review Committee to be constituted duly approved by the Secretary, DPE, as per the following criteria:

#	Performance	Enhancement in remuneration
1.	Performed only routine/assigned work	Nil
2.	Individual YP who have made significant contribution in his/her domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned/specific task.	Up to 5% of the remuneration with the approval of the Secretary, DPE

6.3 (b) Total enhancement in remuneration shall not exceed 10% annually in any case.

6.3 (C) Notwithstanding anything mentioned above, in no case the remuneration of any individual Young Professional shall exceed 1.25 times of the initial remuneration.

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

6.5 Emoluments of Part-time Young Professional will be decided on number of man-days basis by the CEC.



7. **TA/ DA** - The individual Young Professional 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 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.

## 8. **SELECTION PROCESS:**

8.1 The selection of Young Professionals shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 - Selection of Individual Young Professional/Service Provider (para 7.1 and 7.2) Chapter - 6 (para 6.5) of Manual for Procurement for Consultancy and Other Services 2017.

8.2 The requirement of DPE will be advertised from time to time on its website as well as in at least one newspaper (both Hindi and English).

8.3 The applications received shall be placed before a **Screening Committee** with following composition:

Director/DS	Chairman
Director/DS	Member
DD/US	Member

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

8.5 The panel of Shortlisted applications shall be placed before a **Young Professional Selection Committee (YPSC)** with following composition:

Special Secretary/Additional Secretary/Joint Secretary	Chairman
Representative of AS/JS&FA	Member
JS level officer nominated by Secretary	Member
Director/DS	Member

Note: Officer of higher rank among the available shall be in constituted committees.

8.6 The YPSC 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.



8.7 In certain exceptional cases, with the approval of the Secretary selection from a single source as per GFR 2017 may also be considered. However, full justification for this must be given by the Young Professional Selection Committee (YPSC).

8.8 **Payment:** The payment will be released by DPE 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 Young Professional has been deputed to another place

9. **Leave:** The Individual Young Professionals 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. 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, DPE. Apart from this the women Young Professional may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide no S-36012/03/2015-SS-I dated 12<sup>th</sup> April, 2017.

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 DPE will issue TDS Certificate(s). Goods and Service Tax, as applicable shall be admissible to the Individual Young Professionals. The DPE undertake no liability for taxes or other contribution payable by the Individual Young Professional on payments made under this contract.

11. **Police Verification:** Police verification of the Individual Young Professionals shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the contract of individual Young Professional shall cease to exist with immediate effect without any notice.

12. **Training:** After joining, a minimum of three days induction training (not to be paid) be organized for all the individual YPs.

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

14. YPs already engaged, shall continue to be governed by the terms and conditions mentioned earlier till the expiry of their existing contract. Any extension will be subject to these new guidelines.

15. This issues with the approval of Secretary, DPE.

  
(Muni Ram Meena)  
Deputy Secretary (Admn.)

To

1. PPS to Secretary, DPE
2. PPS to Special Secretary, DPE
3. PS to JS(Admn.)/ PA to Principal Adv.(PK)/ Sr.PPS to Adv(AK)/ PS to DDG(AKN)
4. Dir (AR)/DS(PKS)/Dir(PKS)/DS(MRM)/JD(NA)/JD(BS)/JD(SM)
5. e-Office
6. NIC (for publication on DPE website)