

NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED

Procedure and Guidelines

Engagement of Digital India Support Professionals

Guidelines no.01/120/2021

Dated: November 26, 2021

The following guidelines and procedures are being prescribed for engagement of Digital India Support Professionals (DISPs) in National Informatics Centre Services Incorporated (NICSI) 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 engagement of DISPs:

1.1. NICS I is committed to cooperative federalism, promotion of citizen engagement, access to opportunity, participatory and adoptive governance and increasing use of technology to provide critical and strategic implementation support to Central, State governments and PSUs for multiple ICT projects in the country. With the increasing involvement and number of projects managed by NICS I and with limited officer strength available with NICS I on deputation from NIC, it is essential to onboard the Digital India Support Professionals (DISPs) who possess the requisite skill set to help manage and monitor the project implementation. These DISPs will be expected to deliver in such areas where in-house expertise/strength is not readily available within the framework of NICS I. They should be high quality professionals, capable of lending their expertise in the fields such as Project Management, Domain Knowledge, ICT experience, emerging technologies etc. as per the requirements of NICS I.

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

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

2.1. "Individual Professional" means Digital India Support Professional depending upon their experience. Individual Professional 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. They are normally recruited for project implementation supervision, provision of specific expert advice on a highly technical subject, project 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 the professionals. 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, ICT services, technology services, finance accounting and taxation services, training and development etc.

3. Contractual terms and conditions:

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

3.2. Standards of Conduct:

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

3.2.2. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual Professional shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Individual 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 NICS I 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. Any Laptop/Mobile/Internet facility will be provided to Individual Professional on the basis of the work assigned to him/her or on the basis of the requirement in the project. The title to any equipment and supplies that may be furnished by NICS I to the Individual Professional for the performance of any obligations under the Contract shall rest with NICS I and any such equipment shall be returned to NICS I at the conclusion of the Contract or when no longer needed by the Individual Professional. Such equipment, when returned to NICS I shall be in the same condition as when delivered to the Individual Professional, subject to normal wear and tear and the Individual Professional shall be liable to compensate NICS I for any damage or degradation of the equipment that is beyond normal wear and tear.

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

3.4. Confidential Nature of Documents and Information: The Individual Professional would be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Professional shall not except with the previous written consent of NICS I 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/her 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/her by NICS I.

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

3.6. Medical/Life Insurance: The Individual 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 Professional's sole expense, such life, health, medical, life and other forms of insurance as the Individual Professional may consider to be appropriate to cover the period during which the Individual Professional provides services under the Contract and NICS I in no manner shall be responsible towards the same both for the Individual Professional and / or his / her family at any stage during the Contract period.

3.7. Medical Clearance and Service/Travel Incurred Injury or Illness or Death:

3.7.1. NICS I may require the Individual Professional to submit a Statement of Good Health/Medical Certificate for good health from a recognized physician prior to commencement of work in any offices or premises of NICS I.

3.7.2. In the event of the death, injury or illness of the Individual Professional which is attributable to the performance of services on behalf of

NICSI under the terms of the Contract while the Individual Professional is traveling at NICSI's expense or is performing any services under the Contract in any offices or premises of NICSI or Government of India, the Individual Professional or the Individual 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, resolution, 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 Professional.

3.8.2. The Individual Professional acknowledges and agrees that with respect to any obligations under the Contract that the Individual Professional must perform in or for any areas in which NICSI 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: NICSI can terminate the contract at any time without prior notice and without providing any reason for it or for any breach of Contract terms & conditions. However, in the normal course it will provide one month notice to the Individual Professional. The Individual Professional can also seek for termination of the contract upon giving one month notice to NICSI.

3.10. Audits and Investigations: Each payment paid by NICSI shall be subject to a post-payment audit by auditors, whether internal or external, of NICSI or by other authorized and qualified agents of NICSI 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. NICSI shall be entitled to a refund from the Individual Professional for any amounts shown by such audits to have been paid by NICSI other than in accordance with the terms and conditions of the Contract. The Individual Professional acknowledges and agrees that, from time to time, NICSI 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 Professional generally relating to performance of the Contract. The right of NICSI to conduct an investigation and the Individual Professional's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Professional 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 Professional'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 NICSI access

to the Individual Professional's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Professional's personnel and relevant documentation.

3.11. Settlement of Disputes: NICSI and the Individual 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 Individual Professional and NICSI 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 Managing Director, NICSI for arbitration. The Managing Director, NICSI may decide the matter on his / her own OR appoint an arbitrator for the settlement of the controversy, if required.

3.13. Conflict of Interest: The Individual Professional 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 Professional are not found satisfactory or found in conflict with the interests of the NICSI/Government of India, his/her services will be liable for discontinuation without assigning any reason.

4. Terms of Reference:

4.1. Heads of projects/divisions at NICSI 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 Professional and submit it in Annexure-I 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 Professional will be engaged for a fixed period but not exceeding 3 years for providing high quality services on specific projects/assignments 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 Managing Director, NICSI.

5.2. The Individual Professionals shall be appointed on a full-time basis would not be permitted to take up any other assignment during the period of

engagement with NICSI.

5.3. The appointment of Individual Professional is of a temporary in nature and NICSI can cancel the appointment at any time without providing any reason for it.

5.4. Number of Individual Professionals: The total number of Individual Professionals to be engaged by NICSI shall depend on the actual requirement at a particular point of time and provision of budget keeping the funds status in view.

6. Educational Qualifications, Age, Experience and Remuneration:

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

Essential: Bachelor's or Master's degree in relevant technical field or Professional Degree for other professional fields i.e. CA, LLB, CS etc. possessing any Professional Degree

Desirable: It is desirable that the engaged Individual Professionals are preferably from the top 100 colleges/universities as per the latest National Institutional Ranking Framework (NIRF) report published by Ministry of Human Resource Development, Government of India.

6.2. Experience, Age and Remuneration:

Name of the Position	Experience in Years*	Upper Age (limit)	Consolidated Remuneration (In
Digital India Support Professional	0-2 Years (with the highest qualification not attained prior to 2 years from the date of application)	30 years	Rs.60,000/- per month with a provision of a maximum 10% hike upon completion of each year of satisfactory service, based on the recommendation of the Review Committee to be constituted duly approved by the Managing Director, NICSI.

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

6.4 The Individual Professional shall not be entitled for any HRA, Dearness Allowance or any other allowance.

7. Travelling Allowance — the Individual Professional may require undertaking domestic tours subject to approval of the competent authority and they will be allowed as per following:

Position	Mode of Journey	Reimbursement of Hotel/ Taxi and Food Bills
Digital India Support Professional	Air in Economy class or by Rail in AC Two Tier	Hotel accommodation of up to Rs.1500/- per day; taxi charges of up to Rs. 350/- per day for travel within the city and food bills not exceeding Rs. 900/- per day shall be allowed. However, in exceptional circumstance, Managing Director, NICSI has power to approve more amount on actual basis subject to production of original invoice based on proper justification / reasons keeping the circumstance in view.

8. Selection Process:

8.1 The selection of Individual Professional shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 —Selection of Individual 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 NICS I will be advertised from time to time on its website as well as in newspaper (both Hindi and English).

8.3 The applications received shall be placed before a Screening Committee (SC) with following composition:

HoD (HR), NICS I	Chairperson
Company Secretary, NICS I	Secretary & Member
Representative of MeitY	Member
Representative of NIC	Member
Any other official of NICS I nominated by Managing Director, NICS I	Member
Any other official of NICS I nominated by Managing Director, NICS I	Member

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

8.5 The panel of Shortlisted applications shall be placed before a Professional Evaluation Committee (PEC) with following composition:

Senior General Manager, NICSI	Chairperson
HoD (HR), NICSI	Member
Company Secretary, NICSI	Secretary & Member
Representative of MeitY	Member
Representative of NIC	Member
Any other official of NICSI nominated by Managing Director, NICSI	Member

The PEC may devise its own method for selection of suitable candidates as per the requirement. The PEC may recommend a panel of names for keeping in reserve list with validity.

8.6 In certain exceptional cases, with the approval of the Board of Directors of NICSI, selection from a single source as per GFR 2017 may also be considered. However, full justification for this must be given by the PEC.

8.7 Payment: The payment will be released by NICSI within one week after completion of the month based on the attendance registered by the Individual Professional or on certification by controlling officer/project manager. in case the Individual Professional has been deputed to other place.

9 Leave: The Individual Professional shall be entitled to leave of 8 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 Managing Director, NICSI. Apart from this the women professionals may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide no S-36012103/2015-SS-1 dated 12thApril, 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 NICSI will issue TDS Certificate. NICSI undertakes no liability for taxes or other contributions payable by the Individual Professional on payments made under this contract.

11 Police Verification: Police verification of the Individual Professional shall be done as per the latest instructions issued by Ministry of Home Affairs. In case the police verification is received as negative, the contract of Individual Professional shall cease to exist with immediate effect without any

notice.

12 Training: After joining, a minimum of two days induction training (not to be paid) be organized for all the Individual Professionals.

13 Relaxation: Where the Managing Director, NICSI 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.

National Informatics Centre Services Incorporated

Contract for the services of Digital India Support Professional

File No

Date....

This Contract is entered into on [insert date] between the National Informatics Centre Services Incorporated (hereinafter referred to as "NICSI") and Mr/Ms/Mrs s/d/w/o (hereinafter referred to as "the Individual professional")

whose address is

NICSI and Individual Professional is hereby individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS NICSI desires to engage the services of the Individual professional on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual professional is ready and willing to accept this Contract with NICSI on the said terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual professional shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as Annexure-A..

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 **Digital India Support Professional**. This Contract is subject to the conditions mentioned in the "**Procedure and guidelines for engagement of Digital India Support Professionals in NICSI**" dated **26.11.2021** and are attached hereto as Annexure-B.

3. Payment

A consolidated remuneration of Rs.60,000/- (Rupees Sixty Thousand Only) per man month inclusive of all applicable taxes, shall be paid to the Individual Professional subject to satisfactory services. No other allowance(s) shall be given to the Individual Professional. If unforeseen travel outside the Duty Station is requested by NICSI and upon prior written agreement, such travel shall be at NICSI's expense and the Individual professional shall only

receive a TA/DA as per the said terms and conditions.

4. Rights and Obligations of the Individual Professional

The rights and obligations of the Individual Professional are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual professional shall not be entitled to any benefit, payment, subsidy, compensation or entitlement except as expressly provided in this Contract. The Individual professional shall be solely liable for claims by third parties arising from the Individual Professional's own acts or omissions in the course of performing this Contract and under no circumstances shall NICS I 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 professional, 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 Digital India Support Professionals in NICS I**" dated **26.11.2021** and attached hereto in Annexure-B which form an integral part of this Contract.

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

AUTHORIZING OFFICER: NICS I INDIVIDUAL PROFESSIONAL:

Name:

Name:

Signature: -----

Signature: -----

Date:

Date:

Place:

Place:

Annexure-I

Terms of Reference for the Individual professional

NICSI Reference:

Title: Digital India Support Professional

**(Followings are to be filled by the concerned vertical and sent to HoD
(Administration to initiate hiring process))**

1. Name of the Vertical :
2. Purpose of assignment:
3. Duration :
4. Tasks Related to Assignment and any other task incidental thereto:
5. Qualifications and Competencies:
 - a. Academic:
 - b. Work experience: