

Guidelines for the Engagement of Consultants



REGIONAL CENTRE FOR BIOTECHNOLOGY Faridabad

1. Introduction

Regional Centre for Biotechnology (RCB), hereinafter termed as ‘Centre’, is an Institution of National Importance established by the Department of Biotechnology, Ministry of Science & Technology, Government of India. This Centre is situated at the National Capital Region at Faridabad. It is established through an Act of Parliament i.e. ‘The Regional Centre for Biotechnology Act 2016’. The prime focus of this Centre is to provide world class education, training and conduct innovative research at the interface of multiple disciplines to create high quality human resource in disciplinary and interdisciplinary areas of biotechnology. The Centre has been established with a mission to conduct innovative research and develop research collaborations across disciplines of Biotechnology and Biomedicine to improve human life. Besides, RCB operates the Advanced Technology Platform Centre (ATPC) proving high-end technical services to Indian researchers across academia and industry alike. In addition, the Centre runs the BSC-BioNEST Bioincubator (BBB) to support innovation and entrepreneurship in the area of biomedical sciences and biotechnology. Thus, the domain of RCB research and development activities is highly specialized and getting right kind of skilled manpower and its retention is a major challenge. Further, skill gap is also being experienced when short-term specialized assignments are required to be delivered. Such cases cannot be foreseen and in these situations creation of posts and recruitments through normal channels may not be feasible. Hence, in such cases, Consultants may be recruited to fill the skill gap for specialized jobs for a defined term.

These guidelines have been framed with an objective to lay down a procedure for engagement of Consultants by RCB for the purpose of training, operation of specialized equipment, conduct research, support IT, administrative, and academic processes, and other services requiring specialized knowledge and skills. These procedures are in compliance with prevailing GFR guidelines framed by Ministry of Finance, Govt. of India.

2. Competent Authority:

The Executive Director of RCB shall be the Competent Authority for appointing the Consultants.

3. Selection Criteria:

3.1 The consultants (Scientific/Technical/Administrative/Academic) shall be engaged by the Centre based on the specific requirements.

3.2 The selection criteria, terms and conditions of the engagement including the remuneration/fee of the Consultants will be decided by a committee duly constituted by the Executive Director of the Centre.

4. Engagement Process:

The consultant engagement process is fully compliant with GFR-183 and other clauses of GFR. Provided below is the administrative process to be followed.

Step 1: Raising of requirement for engagement of consultant in the prescribed format (annexure-1) by the concerned department to RCB Administration.

Step 2: RCB Administration shall initiate proposal for Administrative and Financial Sanction and formation of the committee by the Competent Authority.

Step 3: The committee shall formulate terms of engagement of consultant (Terms of Reference-TOR, qualification, experience, fee structure, selection process, etc.) and forward the same to RCB Administration for necessary approval.

Step 4: RCB Administration shall prepare the following documents a) advertisement for search of potential consultants, and/or

b) a list of potential consultants as recommended by the committee through formal/informal enquiries

Step 5: Approval of committee and competent authority of the process as specified at above.

Step 6: Selection process through discussion/interaction with the shortlisted potential consultants or any other mode as deemed fit by the committee.

Step 7: Final approval of the Competent Authority for engagement of the consultant.

In exceptional circumstances, the competent authority may select a consultant by nomination in accordance with GFR-194.

5. Duration of engagement:

The duration of engagement may be up to three years or less, as may be recommended by the concerned committee, keeping in view the requirements of the Centre. A consultancy contract defining the general terms and conditions may be signed before joining. A draft model contract is being annexed at Annexure-2.

6. Age:

In the case of individual Consultants the maximum age limit will normally be 65 years.

7. Remuneration/Fee Structure:

Consultants would receive lump sum/monthly fee, after deduction of applicable Taxes, depending upon duration of their engagement, and as determined/fixed by the concerned committee. The following guidelines would apply.

- Remuneration/Fees up to Rs. 2,00,000/- per month with the approval of Executive Director, RCB.
- Remuneration/Fees Above Rs. 2,00,000/- per month with the approval of Board of Governors (BoG), RCB.

8. Continuation and Termination:

The services provided by the consultant shall be reviewed periodically, at least once in a year, by a progress monitoring committee. Only if the services are found satisfactory, the consultancy contract may be renewed further as per the agreed terms and conditions. The tenure of engagement shall end as per the approved terms and the letter of award to the consultant. However, the same could be terminated earlier at any point of time by the Centre without assigning any reason thereof.

9. Relaxation:

The general terms and conditions of the consultancy contract to be offered are listed in the model contract (Annexure-2). The power to relax any of the above provisions shall remain with the Chairman, Board of Governors.

10. Review of Guidelines

These Guidelines may be reviewed from time to time as and when required.

PROFORMA FOR THE ENGAGEMENT OF A CONSULTANT

1. Name, designation, and department of the indenter:
2. Details of assignment to be carried out by the consultant:
3. Duration of services required with justification:
4. Suggested mode of identifying the consultant:
5. Essential/desirable qualifications/experience of the consultant:

MODEL CONTRACT

PARTIES

- This Service Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Consultant**”), and _____, with an address of _____ (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

CONSIDERATION

- The Parties agree that the Consultant will provide the services attached hereunder, whereas the Client will in return provide compensation for such services and expertise.

SERVICES

- The Consultant’s services are summarized down below:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____

RETAINER

- A fee of _____ will be invoiced to the Client by the Consultant on the first day of every month for all the services provided and performed as well as for all the preapproved expenses incurred the previous month.
- The Client is required to pay the invoice within _____ days upon receiving it.
- The Parties agree that the payments are to be made via _____ and sent to the following address

EXPENSES

- The Consultant is entitled to a reimbursement for all the reasonable and necessary expenses that have arisen when providing his/her services to the Client.
- The Client is required to pre-approve all the expenses/all expenses over _____ . (Choose one of the options)
- The Consultant is required to provide a proof and/or receipt for all the expenses he/she has made.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on _____ .
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

TERMINATION

- This Agreement may be terminated in case the following occurs:
 1. Immediately in case one of the Parties breaches this Agreement.
 2. At any given time by providing a written notice to the other party _____ days prior to terminating the Agreement.

RELATIONSHIP BETWEEN THE PARTIES

- Hereby, the Parties agree that the Consultant in this Agreement is an independent contractor where the Consultant provides the services hereunder and acts as an independent contractor.
- Under no circumstances shall the Consultant be considered an employee.
- Whereas, this Agreement does not create any other partnership between the Parties.

EXCLUSIVITY

- The Parties agree and understand that this Agreement is not exclusive and that the Parties are entitled to enter into other similar agreements with other parties.

OWNERSHIP

- The Parties agree that all work created by the Consultant in terms of him/her performing the services will remain the exclusive property of the Client, who can use it without any restrictions.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law.

- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

ETHICS AND INTEGRITY.

- The Consultant acknowledges that it is obligated to meet high standards for ethics and integrity under this Agreement. Consultant covenants to the Centre that it shall not (a) take any action in the performance of this Agreement to create an unfair, unethical, or illegal competitive advantage for himself/herself/itself, his/her/its Affiliates or others or (b) have any financial or personal interests relating to any assignments (other than this Agreement) without the explicit written consent of the Centre.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to _____ (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of, _____.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CLIENT

Name: _____

Signature: _____

Date: _____

CONSULTANT

Name: _____

Signature: _____

Date: _____