

Subject: Procedure and guidelines for engagement of Senior Occupational Health Consultants and Asstt. Occupational Health Consultants in Directorate General of Mines Safety.

The following guidelines and procedures are being prescribed for engagement of Senior Occupational Health Consultants and Asstt. Occupational Health consultants in Directorate General of Mines Safety. These guidelines will come into effect from the date of issue.

1. Purpose and Scope of Application

1.1 The broad functions of DGMS are enforcement of the provision of the Mines Act, 1952 and Rules, Regulations and order made thereunder and drafting appropriate legislation to absorb the technical advancements well as to make the same comprehensive, practicable and legally sound, setting standards, by overseeing compliance thereof as intensively as the resources permit and through a variety of promotional initiatives and awareness programme, the officers of DGMS exercise preventive as well as educational influence over the mining industry. DGMS is also promoting the concept of self-regulations as well as workers participation in safety management.

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

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

2.1 "Individual consultant or service provider" means Senior Occupational Health Consultants and Asstt. Occupational Health consultants 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 employee 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. Legal consultants, policy consultants or communications consultants. Advisory and project related Consultancy services which include, for example feasibility studies. Law services, welfare services and Labour Rules.

3. Contractual terms and conditions

3.1 Legal Status: The individual Consultant shall have the legal status of an independent consultant vis-i-vis, Directorate General of Mines Safety and shall not be regarded, for any purposes, as being either a "staff member" of Directorate General of Mines Safety or an "official" of Directorate General of Mines Safety. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent between Directorate General of Mines Safety and the individual Consultant.

3.2 Standards of Conduct:

3.2.1 In General the individual consultant shall neither seek nor accept instructions from any authority external to Directorate General of Mines Safety in connection with the performance of its obligations under the Contract. The individual 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 Directorate General of Mines Safety and the individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of Directorate General of Mines Safety. The individual Consultant 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 Directorate General of Mines Safety. The individual consultant 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 Consultant shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the individual Consultant for cause.

3.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract the individual Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013". The individual 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 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

Directorate General of Mines Safety 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 Directorate General of Mines Safety to the individual Consultant for the performance of any obligations under the Contract shall rest with Directorate General of Mines Safety and any such equipment shall be returned to Directorate General of Mines Safety at the conclusion of the Contract or when no longer needed by the individual Consultant. Such equipment when returned to Directorate General of Mines Safety, 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 Directorate General of Mines Safety for any damage or degradation of the equipment that is beyond normal wear and tear.

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

3.4 Confidential Nature of Documents and information: The individual Consultant would be subject to the provisions of the Indian Official Secrets Act -1923. The individual Consultant shall not except with the previous sanction of Directorate General of Mines Safety 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 to relates to subject matter assigned to him by Directorate General of Mines Safety.

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

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

3.7. Travel, Medical clearance and service incurred Death, injury or Illness:

3.7.1 Directorate General of Mines Safety may require the individual consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of Directorate General of Mines Safety.

3.7.2 In the event of the death, injury or illness of the individual consultant which is attributable to the performance of services on behalf of Directorate General of Mines Safety under the terms of the Contract while the individual Consultant is traveling at Directorate General of Mines Safety expense or is performing any services under the contract in any offices or premises of Directorate General of Mines Safety 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 the individual consultant.

3.8.2 The individual consultant acknowledges and agrees that with respect to any obligations under the Contract that the individual consultant must perform in or for any areas in which Directorate General of Mines Safety 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 Directorate General of Mines Safety 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 consultant. The individual consultant can also seek for termination of the contract upon giving one month's notice to the Directorate General of Mines Safety.

3.10. Audits and investigations: Each invoice paid by Directorate General of Mines Safety shall be subject to a post-payment audit by auditors, whether internal or external, of Directorate General of Mines Safety or by other authorized and qualified agents of Directorate General of Mines Safety 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. Directorate General of Mines Safety shall be entitled to a refund from the individual Consultant for any amounts shown by such audits to have been paid by Directorate General of Mines Safety other than in accordance with the terms and conditions of the Contract. The individual Consultant acknowledges and agrees that, from time to time, Directorate General of Mines Safety 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 Consultant generally relating to performance of the Contract. The right of Directorate General of Mines Safety to conduct an investigation and the individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The individual Consultant 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 Consultant'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 Directorate General of Mines Safety access to the individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the individual Consultant's personnel and relevant documentation.

3.11 Settlement of Disputes: Directorate General of Mines Safety and the individual 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.

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 consultant 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 and Conditions:

- 5.1 Nature of engagement:** The engagement will be purely on contractual basis and the Department reserves the right to terminate the same at any time without prior notice and without assigning any reason whatsoever with immediate effect without remuneration or notice period on grounds of proven misconduct. However, in the normal course the contractual employee shall be served one month's notice before termination of the contract or one month's pay in lieu of the notice period.
- 5.2 Job location:** HQ/Zonal Offices of DGMS.
- 5.3 Allowances:** The contractual employee will not be entitled to any other allowances including, but not limited to, Dearness Allowance, House Rent Allowance, CGHS, Medical Reimbursement, Pension, Gratuity etc.
- 5.4 Leave:** The contractual employees shall be entitled to avail 8 days of leave in a calendar year on pro rata basis. The un-availed leave in a calendar year neither be carried forward to next calendar year or nor can be encashed.
- 5.5 TA / DA –** The contractual employees may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA.

Sl.No.	Position	Mode of Journey	Reiumbursement of Hotel, Taxi and Food bills
1.	Sr.Occupational Health Consultants	Air in Economy class or by Rail in AC Two tier.	Hotel accommodation of upto Rs.4500/- per day, taxi charges for AC taxi upto 50 Kms withing the city and food bills not exceeding Rs.1000/- per day shall be allowed.
2.	Asstt. Occupational Health Consultants	Air in Economy class or by Rail in AC Two tier.	Hotel accommodation of upto Rs.2250/- per day, taxi charges of upto Rs.338/- per day for travel within the city and food bills not exceeding Rs.900/- per day shall be allowed.

- 5.6 Termination of contract:** The Department reserves the right to terminate the contract at any time in case:

- (i) The contractual employee is unable to satisfactorily complete the assigned tasks;
- (ii) The contractual employee is found lacking in honesty and integrity or violates the confidentiality clause;
- (iii) The contractual employee is absent from duty without authorization.
- (iv) The Department chooses not to renew the contract at the end of the initial period of engagement;
- (v) Any other reason.

5.7 Requirement of prior notice: In case the contractual employee seeks termination of the contract before the expiry of period of engagement, he/she can do so upon giving 30 days' notice to the Department or one month's salary in lieu of the notice period.

5.8 Confidentiality clause:

- (i) During the period of engagement with the Department, the contractual employee would be subject to the provisions of the Official Secret Act, 1923 and shall not divulge any information that he/she may have come across during the period of his/her engagement in the Department to anyone who is not authorized to have the same.
- (ii) The contractual employee shall maintain absolute integrity, devotion to duty, confidentiality and secrecy of information handled by him/her. The secrecy and confidentiality shall be maintained even after the termination of the contract.
- (iii) The contractual employee shall, in no case, work for or represent in court or before any other legal authority, tribunal etc. or give opinion/advice to any person other the Department on any matter during the period of his/her engagement with the Department.

5.9 Conflict of interest: The contractual employee shall be expected to follow the general conduct rules and regulations laid down by the Government for the employees. In case the services of the contractual employee are not found satisfactory or found in conflict with the interest of the Government functioning, his/her duties are liable to the terminated/discontinued without assigning any reason thereof.

5.10 Working hours: The contractual employee shall endeavour to observe normal office timings and may also be called upon to attend the office on Saturday, Sunday or any other holiday in case of requirement/exigencies. Working hours will not carry additional remuneration for weekends/holidays. In case of leave or any exigency, the contractual employee shall notify the Department promptly.

6 SELECTION PROCESS

6.1 The applications received shall be placed before a Selection Committee with following composition.

Dy. Director General of Mines Safety (Mining)	Chairman
Director of Mines Safety (SD)	Member
Director of Mines Safety (S&T)	Member
Asstt. Director (OH) Gr.I	Member

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

7. **Payment:** The payment will be released by Directorate General of Mines Safety within one week after completion of the month based on the biometric attendance registered by the individual consultant or on certification by concerned Adviser in case the individual consultant has been deputed to another place.

8. **Expenditure:** Expenditure may be booked under OE only in case engagement of retired Govt. servants on short term contract basis. This monthly remuneration in such cases shall not be more than Last Pay drawn minus pension. In any other case, remuneration be booked under Professional services head.

9. **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 Directorate General of Mines Safety will issue TDS certificate/s. Goods and Service Tax, as applicable shall be admissible to the individual Consultants. The Directorate General of Mines Safety undertake no liability for taxes or other contribution payable by the individual Consultant on payments made under this contract.

10. **Police Verification:** Police verification of the individual Consultants shall be done as per the latest instructions issued by IMHA. In case the police verification is received as negative, the contract of individual consultant shall cease to exist with immediate effect without any notice.

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

Government of India
Ministry of Labour & Employment
Directorate General of Mines Safety

Contract for the services of an individual Consultant

File No.-

Date.

This contract is entered into on [insert date] between the Nil Aayog and Mr/Ms./Mrs.....S/d/w/o.....(hereinafter referred to as "the individual Consultant").

Whose address is

WHEREAS Directorate General of Mines Safety desires to engage the services of the Individual consultant on the terms and conditions hereinafter set forth, and

WHEREAS the individual consultant is ready and willing to accept this Contract with Directorate General of Mines Safety on the said terms and conditons.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The individual consultant shall perform the services as described in the Terms of References which form an integral part of this contract and are attached hereto as Annex 1

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 insert consultants or senior consultants or young Professionals. This Contract is subject to the conditions mentioned in the 'Procedure and guidelines for engagement of consultants/ senior consultants / Young Professionals in Directorate General of Mines Safety' dated and are attached hereto as Annex II.

3. Payment

A consolidated remuneration of Rs..... per man month inclusive of all applicable taxes shall be paid to the individual consultant subject to satisfactory services. If unforeseen travel outside the Duty Station is requested by Directorate General of Mines Safety and upon prior written agreement, such travel shall be at Directorate General of Mines Safety's expense and the individual consultant shall receive a TA/DA as per the said terms and conditions.

4. Rights and Obligations of the Individual Consultant.

The rights and obligations of the individual Consultant are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement except as expressly provided in this Contract. The individual Consultant shall be solely liable for claims by third parties arising from the individual Consultant's own acts or omissions in the course of performing this Contract, and under no circumstances shall Directorate General of Mines Safety 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 Consultant 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 Consultants/ Senior Consultants / Young Professionals in Directorate General of Mines Safety date and attached hereto in Annex II which form an integral part of this Contract.

The individual Consultant has submitted a Statement of Good Health and form for Police verification.

AUTHORIZING OFFICER

INDIVIDUAL CONSULTANT

Name:

Name:

Signature:

Signature:

Date:

Date:

Place:

Place:

Terms of Reference for the Individual Consultant

Directorate General of Mines Safety Reference:

Title : Young Professional/Consultant/Sr. Consultant

(Following are to be filled by the concerned vertical and sent to 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:

Report for the period ending.....

PERSONAL DATA

1. Name of Officer.....
2. Date of Birth(DD/MM/YY)...../...../.....(in Words).....
3. Date of engagement
Date.....
4. Period of absence from
Duty during the period
5. Please specify targets/objectives/goals(in quantitative or other terms) of work you set for yourself or that were set for you, eight to ten of work in the order or priority and your achievement against each target (Example Annual Action Plan for your Division)

Targets/objectives/Goals	Achievements

Comments of Reporting Officer

1. Pen Picture by Reporting Officer on the overall qualities of the officer including areas of strength and lesser strength, extraordinary achievements significant failure.

2. Overall numerical grading on the basis of work done

Signature of the Reporting Officer

Place:

Name in Block Letters.....

Designation.....

Date

Duration of the period of Report.....