

F. No. 30-8/2021-Admn.I
Government of India/भारत सरकार
Ministry of Communications/संचार मंत्रालय
Department of Telecommunications/दूरसंचार विभाग

Dated the 24th January, 2022,
Sanchar Bhawan, 20, Ashoka Road,
New Delhi-110001

OFFICE MEMORANDUM

Subject: Procedure and Guidelines for engagement of Young Professionals in Department of Telecommunications (DoT)

The Department of Telecommunications seeks to provide a unique opportunity for Young Professionals (YPs) to work and get exposure to various programmes and activities of the Department including public outreach & communication, Public Policy, R&D, Planning and Development, Project Management etc. It seeks to engage persons with a passion for development and the potential to become future leaders in their respective fields. Department seeks to utilize YPs to build organizational capacity, strengthen programme monitoring, scheme formulation, evaluation and analysis. Under this programme, highly qualified and motivated individuals will work in the areas that are relevant to Public Outreach & Communication, Public Policy, R&D, Planning & Development, Project Management, Operation Management, Monitoring and Impact Assessment. This programme requires candidates to demonstrate proven academic credentials, professional achievement and leadership qualities. Advertisement to this effect shall be put in the public domain from time to time so that those who are interested in participating in the program may apply. The engagement of Young Professionals in this Department shall be regulated as per the following procedure and guidelines:

1. General condition for Engaging Young Professionals:

Young Professionals would be engaged for a fixed period for providing high quality services or for attending to specific and time-bound jobs of user Divisions. Young Professionals would not usually be engaged for routine day to day work.

The appointment of Young Professionals would be on full-time basis and they would not be permitted to take up any other assignment during the period of engagement with the DoT. The appointment of a Young Professionals is of a purely ad hoc (non-official) nature and the appointment can be cancelled at any time without assigning any reason.

2. Qualification:

YPs will be engaged in four Categories with the following qualifications:

- a) Category A: Degree/ PG in Engineering (Electronics & Communications/ CS/ IT) with specialized knowledge in Cyber Security/ Artificial Intelligence/ Quantum Computing/ IoT/ any other relevant areas, or
- b) Category B: MBA/ CA/ ICWA/ CFA, or
- c) Category C: Degree/ PG in Law with domain knowledge in required areas, or
- d) Category D: PG in Economics/ Statistics or MBA with specialization in Operations Research.

Persons with M.Phil, PhD, additional qualifications, research experience, published papers will be preferred.

The post qualification experience of one year will be essential. However, research experience while doing PhD will also be counted as post qualification experience.

3. Age Limit: Not exceeding 32 years

4. Selection Procedure

- Each Division desiring to hire Young professional (YP) shall submit their requirement to the Administration Division indicating clear Terms of Reference (Annexure-II) and scope of work for each YP, the number of YPs required along with a certificate that in-house expertise for the job is not available with the Division and the YPs proposed are not required for routine work. In the scope of work/ToR, each Division shall clearly indicate the specific assignment/ time bound jobs, terms of reference for the work and outputs in the format prescribed in the Annexure-II. The details should be within the framework of provisions contained in GFR 2017, Manual of Policies & Procedure for Employment of Consultants 2006 and Manual for Procurement of consultancy and Other Services 2017.
- Such information will be submitted to Administration Division by each Division desirous to engage YPs on half yearly basis i.e, in the month of May/ June and December of every year.
- The Administration Division based on the requirements will invite applications twice a year in the months of June and January, for the available slots (including those likely to be available in next six months) and place the same on website of the Department for 30 days. A short advertisement in a leading English and Hindi newspaper will also be issued whereby applicants will be advised to look for the details on Department's website.
- Besides, a copy of the advertisement will be sent to reputed Economic/Financial/Law/ Technical Institutes of learning such as Delhi School of Economics, FMS, IIMs, IITs etc.
- Only mode of communication between candidates and Department shall be via e-mail. Applications not mentioning e-mail id shall be rejected.
- Consent to offer of engagement shall be given within 15 days of the e-mail.

- A maximum of 30 days shall be given for joining from the date of e-mailing offer of engagement letter. However, in exceptional cases, Joint Secretary (Administration) in consultation with concerned Division may allow extension of joining period beyond 30 days.
- Selection of YP on nomination basis will be considered only in cases of exceptional/emergent situations as per the Provisions of Rule 194 of GFR 2017 and relevant provisions of manuals indicated above.

5. Selection Committee:

- (i) Data of all the applications received shall be collated in tabular form by the Administration Division. Scrutiny of applications w.r.t eligibility criteria mentioned in para above will be done by the Administration Division.
- (ii). A Shortlisting Committee will list out eligible candidates for the concerned category subject to fulfilling minimum/threshold criteria beyond minimum eligibility conditions as may be decided.
- (iii). The Committee will shortlist upto 3 times the applications for each position from candidates fulfilling the threshold criteria. The shortlisted candidates will be given score/marks. The list of shortlisted candidates and criteria adopted shall be posted on the Department's website.
- (iv). A Selection Committee headed by a senior officer will be formed which will conduct personal interaction (either on virtual or physical mode based on prevailing circumstances) with the candidates and devise its own mechanism for selection and give marks/ score to each candidate interviewed. The Committee/administration reserves the right to conduct a written test for shortlisting, wherever considered expedient.
- (v). Minimum time of 07 days shall be given to candidates to appear for interviews.
- (vi) . The Administration Division thereafter shall compile the score obtained by candidate in the interview and at the time of shortlisting and will draw the final merit list. This will be the basis of final selection of the application candidate, unless revised for reasons to be recorded in writing.
- (vii). The approval of Secretary (Telecom) as the competent authority will be taken on the final merit list and accordingly offers will be made. Administration may also form a panel for future slots. Such panel may be valid for a year.
- (viii). Competent Authority shall have right to reject/select any candidate for the reasons to be recorded in writing.

6. Tenure of Appointment & Promotions:

- The Maximum continuous tenure of a YP would be 3 years (1+1+1) (subject to performance and presence of the professional in the division concerned being highly useful).

- As the posts are ad hoc in nature and purely contractual, in no case any request for “promotion” of a candidate will be considered.
- Contract for hiring of YP will be only for one year. Fresh Contract will have to be signed for further continuation/extension. While considering continuation/extension, performance appraisal shall be invariably taken into consideration and fresh assessment of requirement beyond one year on the basis of scope of work and ToR will be carried out.

7. Number of Positions

The number of Young Professionals for the Department of Telecommunications shall depend on the actual requirement at a particular point of time and provision of budget.

8. Remuneration:

Remuneration for Young Professionals shall be Rs. 60,000/- p.m (Fixed). Income Tax shall be deducted at source along with any other relevant taxes or cess etc. as applicable at the time of payment of remuneration.

No other facilities such as DA, accommodation, residential phone/ conveyance/ transport, foreign travel, personal staff, medical reimbursement, CGHS etc. would be admissible to the Young Professionals.

9. Rotation:

Depending on the requirements of DoT and candidate’s personal skills, YPs can be rotated to other divisions within DoT.

10. TA/DA

The individual YPs may require to undertake domestic tours subject to approval of the competent authority and they will be entitled to the following TA/DA:

Position	Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Young Professional	Air by 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 city and food bills not exceeding Rs. 900/- per day shall be allowed.

11. Attendance & Working days:

- The working hours of the Young Professionals shall be same as regular Government employees working in DoT. No extra remuneration shall be allowed for working beyond office hours or on Saturdays/ Sundays/ Gazetted holidays. Compensatory leave in such cases shall be at the discretion of the JS/ Equivalent of the concerned Division.
- The attendance shall be marked in the Biometric system by the YPs.

12. Leave

- YPs shall be eligible for 8 days leave in a single year on pro-rata basis.
- The leaves shall accrue to them on completed month basis calculated from their date of joining on pro-rata basis.
- A YP shall not draw any remuneration in case of his/her absence beyond 8 days in a year (Calculated on pro-rata basis).
- Un-availed leave in tenure of single year cannot be carried forward to next tenure of 1 year.
- The intervening Saturdays, Sundays or Gazetted holidays during a spell of leave shall not be counted against the 8 leaves.

13. Service Conditions:

- The YP shall not, except with the previous sanction of Department of Telecommunications, in the *bona fide* discharge of his duties, publish a book or a compilation or articles or participate in a radio broadcast or represent any private entity in legal or commercial matters or contribute an article or write a letter to any newspaper or periodical, either in his/ her own name or anonymously or pseudonymous in the name of any other person, if such book, article, broadcast, uses any information that he/ she may gather as part of this YP assignment.
- A summary report of work (one page) may be sent by each YP on a monthly basis to the reporting officer/ JS concerned.
- Official (Government) e-mail id and access to intranet system can be provided to YPs with the approval of the JS of the Division concerned. This will be done in consultation with NIC. The sensitivity and confidentiality of the documents being handled by the Division and the nature of job of the YPs will also be kept in view.

14. Contractual terms and conditions

- The General conditions of Contracts for the services of Young Professionals (YPs) will be incorporated into their individual contracts (Annexure-I).
- Nothing within or relating to the Contract shall establish the relationship of employer and employee or of principal and agent between DoT and the individual Young Professional. In general, the individual YP shall neither seek nor accept instructions from any authority external to DoT in connection with the performance of its obligations under the Contract. The individual YP 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 DoT, and the individual YP shall perform its obligations under the Contract with the fullest regard to the interests of DoT. The individual YP 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 DoT. The individual YP 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 YP shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the individual YP for cause.

- In the performance of the Contract, the individual YP shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Individual YP 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 DoT to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
- Title to any equipment and supplies that may be furnished by DoT to the individual YP for the performance of any obligations under the Contract shall rest with DoT, and any such equipment shall be returned to DoT at the conclusion of the Contract or when no longer needed by the individual YP. Such equipment, when returned to DoT, shall be in the same condition as when delivered to the individual YP, subject to normal wear and tear, and the individual YP shall be liable to compensate DoT for any damage or degradation of the equipment that is beyond normal wear and tear.
- DoT 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 YP has developed for DoT 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 YP acknowledges and agrees that such products, documents and other materials constitute works made for hire for DoT. 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 YP under the Contract shall be the property of DoT, shall be made available for use or inspection by DoT at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to DoT authorized officials on completion of work under the Contract.
- Individual YP shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with DoT, nor shall the individual YP, in any manner whatsoever, use the name, emblem or official seal of DoT, or any abbreviation of the name of DoT, in connection with its business or otherwise without the written permission of DoT.
- The individual YP 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 YP's sole expense, such life, health and other forms of insurance as the individual YP may consider to be appropriate to cover the period during which the individual YP provides services under the Contract.

- DoT may require the individual YP to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of DoT. In the event of the death, injury or illness of the individual YP which is attributable to the performance of services on behalf of DoT under the terms of the Contract while the individual YP is traveling at DoT expense or is performing any services under the Contract in any offices or premises of DoT or Government of India, the individual YP or the individual YP's dependents, as appropriate, shall not be entitled to any compensation.
- 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 YP. The individual YP acknowledges and agrees that, with respect to any obligations under the Contract that the individual YP must perform in or for any areas in which DoT 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.
- Each invoice paid by DoT shall be subject to a post-payment audit by auditors, whether internal or external, of DoT or by other authorized and qualified agents of DoT 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. DoT shall be entitled to a refund from the individual YP for any amounts shown by such audits to have been paid by DoT other than in accordance with the terms and conditions of the contract. The individual YP acknowledges and agrees that, from time to time, DoT 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 DoT 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 time and on reasonable conditions and to grant to DoT access to the individual YP's premises at reasonable times and on reasonable conditions in connection with such access to the individual YP's personnel and relevant documentation.
- DoT and the individual YP 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.
- 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 (Telecom) for arbitration. The Secretary (Telecom) may appoint an arbitrator for the settlement of the controversy.

- 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 YP are not found satisfactory or found in conflict with the interests of the DoT/ Government of India, his/her services will be liable for discontinuation without assigning any reason.
- During the period of assignment with Department of Telecommunications, the YP would be subject to the provisions of **the Indian Official Secret Act, 1923** and will not divulge any information gathered by him during the period of his assignment to anyone who is not authorized to know the same, even after completion of tenure in DoT.
- Selected candidates shall provide integrity certificates from 2 references known to them.
- A self-undertaking shall be provided by the candidate to the effect that he/she has no criminal record or criminal case in any court is pending against him.

15. Police Verification:

Police verification of the selected YPs shall be done as per the latest instructions issued by MHA. In case negative police verification is received, the contract of YPs shall cease to exist with immediate effect without any notice.

16. Termination of Services and requirement of notice:

1. The DoT 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 YP.
2. In case a YP wishes to resign from his/her position, he/she shall furnish at least one month's notice period or salary in lieu thereof, Secretary (Telecom) may waive off the condition for notice period/salary in lieu thereof, in deserving cases.
3. DoT shall have powers to terminate any or all the professionals at any time without assigning any reason, with the approval of the Secretary (Telecom).
4. Absence from duty for a continuous period of 08 days, without any information or any valid reason, may lead to automatic termination of contractual engagement.

17. Performance Appraisal:

- Performance Report: Performance Appraisal of the Young Professionals would be undertaken through **Performance Report (PR)** in the format prescribed at Annexure-III. In order to bring objectivity, assessment would

be done by the reporting officer of the Division and countersigned by the Head of the Division. The Division shall forward the PR to the Administration Division within one month prior to completion of term for each year. Thereafter, the PR will be communicated by Administration-I Division to the concerned Committee for appraisal and recommendations as below.

- Performance Appraisal Committee: A performance Appraisal Committee to be chaired by JS(Administration) with one member from the Division other than where the YP is posted will appraise the work and performance of the YP every year and will make recommendation for further continuation/extension or otherwise. The Committee may devise its own procedures based on Performance Appraisal of the YPs.

18. Approving and Amending Authority

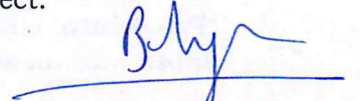
- This issues with the approval of Secretary (Telecom).
- Any relaxation in the above guidelines would require prior approval of Secretary (Telecom) on a proposal moved by Administration Division at the request of the user Division.

19. Legal Provisions

All disputes are subject to Delhi jurisdiction only.

- 20.** The Guidelines are issued with sanction of IFD vide Note dated 07.01.2022 and approval of Secretary (Telecom).

These Guidelines shall come into force with immediate effect.



(S. Balachandra Iyer)

Deputy Director General (C&A)

Copy to:

- (1) PS to MoC
- (2) Addl. PS to MoSC
- (3) PSO to Secretary (T)
- (4) Sr. PPS/PPS to Member (F)/Member (S) and Member (T)
- (5) AS (T)/Administrator (USOF)/WA
- (6) All Division Head (through e-office Notice Board)

Government of India
Department of Telecommunications

Contract for the services of an individual Young Professional (YP)

File No

Date:.....

This Contract is entered into on [insert date] between the DoT and Mr/Ms/Mrs s/d/w/o..... (hereinafter referred to as the individual YP)

whose address is

WHEREAS DoT desires to engage the services of the individual YP on the terms and conditions hereinafter set forth, and;

WHEREAS the individual YP is ready and willing to accept this Contract with DoT on the said terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows

1. Nature of services

The individual YP 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 I.

2. Duration This individual YP 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 Young Professional (YP). This Contract is subject to the conditions mentioned in the "**Procedure and guidelines for engagement of Young Professionals in DoT**" dated and are attached hereto as Annex II.

3. Payment

A consolidated remuneration of Rs.60,000/- per man month inclusive of all applicable taxes shall be paid to the individual YP subject to satisfactory services. If unforeseen travel outside the Duty Station is requested by DoT, and upon prior written agreement, such travel shall be at DoT's expense and the individual YP shall receive a TA/DA as per the said terms and conditions.

4. Rights and Obligations of the individual YP

The rights and obligations of the individual YP are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the individual YP shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The individual YP shall be solely liable for claims by third parties arising from the individual YP's own acts or omissions in the course of performing this Contract, and under no circumstances shall DoT be held liable for such claims by third parties.

IN WTTNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the individual YP, 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 Young Professionals in DoT**" date and attached hereto in Annex II which form an integral part of this Contract.

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

AUTHORIZING OFFICER: DoT

INDIVIDUAL YP

Name:

Name:

Signature:

Signature:

Date :

Date :

Place:

Place:

Terms of Reference for the work to be done

1. Precise statement of Objective:

- (i) Disciplines or domains where engagement of Young Professionals is required and their number should be indicated**

- (ii) Suggested qualifications/experience of the Young Professionals to be engaged**

2. Outline of the tasks to be carried out: (Details of work required to be carried out specific tasks/activities to be assigned to Young Professionals should be indicated)

3. Schedule of completion of Tasks: (This should be designed in such a manner that both the time frame for the jobs as well as the deliverables are clearly identified and are amenable to periodic monitoring over the duration of the assignment).

4. The support or inputs to be provided by the Wing/Division to facilitate the Young Professionals: (Officer who will provide guidance to Young Professional and to whom reporting is to be done should be specified here)

5. The final outputs that will be required of the Young Professional at the end of the period should be specified.

Annual Performance Report of YPs

Year of Report:

Period From _____ to _____

Part-1. Basic Details

Name	
Designation	
Period worked	
Date of Birth	
Date of Joining	
Subject Division	
Reporting Authority (Name and Designation of the Officer)	
Brief Description of Duties:	

Part-2: Performance Appraisal

Brief Description of task	Deliverables	Actual Achievements

Part-3: Please mention significant contribution, personal achievements, and other accomplishments, if any.

IV. Remarks.

Name of the Assessing Officer

Designation

Countersigned by Head of the Subject Division