

भारतीय दूरसंचार विनियामक प्राधिकरण Telecom Regulatory Authority of India



F. No. A-25/4/(12)/2024-A P (E-13970)

Dated: 20 November 2025

Vacancy Circular No. C-6 / 2025-26

Advertisement for Engagement of Consultant (Retired from Government Service) on Contract Basis in TRAI HQ, New Delhi.

Telecom Regulatory Authority of India (TRAI), New Delhi is a statutory body set up under an Act of Parliament viz., TRAI Act, 1997. TRAI has been established to regulate the Telecommunications Services and to protect the interest of service providers and consumers of the telecom sector, to promote and ensure orderly growth of the telecom sector and for matters connected therewith or incidental thereto. The functions relating to regulation of Broadcasting and Cable Services Sectors have also been entrusted to TRAI from 2004.

2. Applications are invited from eligible Indian Citizens for engagement as Individual Consultant (Retired Government / PSU / Autonomous Body/ Statutory Body) for the following position on contract basis:

(A) CONSULTANT (Quality of Service)

Name of the Division	Particulars	Details
QoS-I Divisions of TRAI HQ,	Name of the position	Consultant (Retired Government / PSU / Autonomous Body/ Statutory Body)
New Delhi	Number# of consultants required	01 (One)
	Monthly Remuneration	As per the Table -I / Table-II given in para 3
		Initial term of engagement shall be one year, which shall be extendable based on individual performance and future requirement of TRAI.
	Age limit	Not more than 64 years of age as on the date of issue of this vacancy circular
	Essential Educational Qualification	Master's degree from a recognized University /Institution
	Desirable Educational Qualification	PhD or Equivalent degree from a recognized University / Institution



Post Qualification Experience	Essential: Retired Government officials from Centre/ State Organization/ Ministry/ Department/ Autonomous Body/ Statutory Body/ PSU, having minimum twenty-five (25) years of experience in Telecom Field and should have retired from the post equivalent of Level 11 of 7th CPC or above on regular basis. Desirable: Working knowledge of Telecom Regulations for Five (05) years.
Nature of Duties	 i. Preparation of Draft of EOI/ RFP / Tender related documents. ii. Preparation of Draft of Direction/ Orders/ Notices/ SOP/ Guidelines/ Administrative/ Budgetary proposals related to Telecom Regulations/ Digital connectivity Rating Framework etc. iii. Handling of specific activities related to Contract/ Agreement with Audit and IDT agencies. iv. Co-ordinate with TSPs, Audit Agencies, IDT Agency and Regional offices regarding Audit/ IDT reports and processing of reports for approval of Authority. v. Any other duties assigned by the senior officers as and when required.

^{*}Number of vacancies is tentative. TRAI will prepare a Reserve Panel for the vacancies arising in near future.

3. Monthly Remuneration:

3.1 For Govt. Servants retired from Pensionable Organisations / DOT PSUs: TABLE-I

S. No.	OM No. & Date	Applicable for	Methodology for fixation of Remuneration
1	Deptt. Of Expenditure OM No. 3-25/2020- E.IIIA dated 09.12.2020	Central Govt. retirees having pension.	A fixed monthly amount shall be admissible arrived by deducting the basic pension from the pay drawn at the time of retirement.
2	DoT Lt. No. 3- 10/2014-SEA- I/Fin dated 29.03.2022	Retired DoT PSU's employees.	The equivalent level of post in the Central Government at which the retired PSU employee is proposed to be appointed on contract basis is to be ascertained. Then



			the notional pay of such post in Central Govt. may be arrived at by taking the mean of Cell-1 and Cell-10 of the corresponding Pay level of such post. The sum so arrived may be treated as last basic pay and 50% of such basic pay may be allowed as remuneration.
3	Deptt. Of Expenditure OM No. 03-25/2020- E.III(A)/ Pt dated 18.10.2023	retirees under the	An amount equivalent to 30% of the last basic pay as drawn at the time of retirement shall be deducted from the last basic pay and resultant amount shall be the fixed monthly amount as remuneration.

3.1.1 Transport Allowance for Government Servants retired form Pensionable Organisations / DoT PSUs shall be fixed as per department of Expenditure **OM No. 3-25/2020-E.IIIA dated 19.12.2020.**

3.2 For Govt. Servants retired from Non-Pensionable Organisations including PSUs / Autonomous body / Statutory Body etc:

TABLE-II

S. No.	Category	Methodology for fixation of Remuneration	Transport Allowance	
1	Retired from Non-Pensionable Organizations including PSU/Autonomous Body / Statutory Body etc.	An amount equivalent to last basic pay as drawn at the time of retirement from Non-Pensionable Organization plus 5% of basic for per year of additional post-retirement experience (rounded off) in the relevant field, if any.	Rs. 8000/- (Fixed) per month	

4. The services of consultant will be governed as per Telecom Regulatory Authority of India Guidelines No. A-25/4/(3)/2021-A&P dated 05.08.2025. General Terms and Conditions of engagement of consultant (Retired Government Servant) is enclosed as Annexure-'A'.

5. Eligible candidates desirous to be considered for the position of Consultant (Retired Government / PSU / Autonomous Body / Statutory Body) in Quality of Service (QoS)-I Division in TRAI HQ may send their application through online mode only on URL: https://vacancies.trai.gov.in. The applications received by other modes such as Postal / E-Mail etc shall not be considered. The last date for receipt of applications through



online mode is 11.12.2025. All Eligible candidates are requested to upload self-attested copies of following documents with their online application:

- (a) Document showing the date of birth [Secondary school certificate or 10th class Mark Sheet (showing date of birth), Birth Certificate, PAN Card, Retirement Order Copy etc.]
- (b) Educational qualification(s) [Mark Sheet from 10th class onwards. Master's degree (Provisional or Final) including mark sheet for all semesters is mandatory.]
- (c) Post qualification experience/ employment.
- (d) PPO copy (in case of retired from pensionable organization)
- (e) Any other relevant documents.
- 6. Incomplete applications or applications received without supporting documents as mentioned in para 5 (a) to (d) above shall not be considered.
- 7. TRAI reserves the right to cancel the process of selection/appointment of Consultant (Retired Government / PSU / Autonomous Body/ Statutory Body) against this advertisement at any time without assigning any reason.

(D.S. Jadaun) Senior Research Officer (HR)

email: sro-hr@trai.gov.in

Internal circulation for information: -

- 1. OSD, O/o Chairperson, TRAI
- 2. Sr. PPS / PPS to Member, TRAI
- 3. Sr. PPS to Secretary, TRAI
- 4. All Principal Advisors [HQ], TRAI.
- 5. JA (IT) with a request to upload the same in the TRAI website.
- 6. National Career Services (NCS) Portal
- 7. Notice Board.



भारतीय दूरसंचार विनियामक प्राधिकरण Telecom Regulatory Authority of India



क्रमांक: A-25/4/(12)/2004-AP

दिनांक: 20 नवंबर 2025

रिक्ति सूचना संख्या: C-6 / 2025-26

भाद्विप्रा मुख्यालय में संविदा के आधार पर सरकारी सेवा से सेवानिवृत्त कर्मचारियों की परामर्शदाता पद पर नियुक्ति हेतु विज्ञापन

भारतीय दूरसंचार विनियामक प्राधिकरण (भाद्विप्रा), नई दिल्ली एक वैधानिक निकाय है जिसकी स्थापना संसद के एक अधिनियम, अर्थात् भाद्विप्रा अधिनियम, 1997 के तहत की गई है। भाद्विप्रा की स्थापना दूरसंचार सेवाओं को विनियमित करने और दूरसंचार क्षेत्र के सेवा प्रदाताओं और उपभोक्ताओं के हितों की रक्षा करने, दूरसंचार क्षेत्र के व्यवस्थित विकास को बढ़ावा देने और सुनिश्चित करने और उससे जुड़े या उसके आनुषंगिक मामलों के लिए की गई है। भाद्विप्रा को 2004 से प्रसारण और केबल सेवा क्षेत्रों के विनियमन से संबंधित कार्य भी सौंपे गए हैं।

2. परामर्शदाता (सेवानिवृत्त सरकारी / सार्वजनिक क्षेत्र के उपक्रम / स्वायत निकाय / सांविधिक निकाय) के रूप में नियुक्ति हेतु पात्र भारतीय नागरिकों से आवेदन पत्र आमंत्रित किए जाते हैं:

(क) परामर्शदाता (सेवा गुणवत्ता)

प्रभाग का नाम	विवरण	विस्तृत विवरण
सेवा गुणवत्ता -1 प्रभाग	पद का नाम	परामर्शदाता (सेवानिवृत सरकारी / सार्वजनिक क्षेत्र के उपक्रम / स्वायत निकाय / सांविधिक निकाय)
मुख्यालय	आवश्यक परामर्शदाताओं की संख्या #	01 (एक)
	मासिक पारिश्रमिक	अनुच्छेद 3 में दी गई तालिका-।/तालिका-॥ के अनुसार



वह अवधि जिसके लिए परामर्शदाता को नियुक्त किया जाना है आयु सीमा	नियुक्ति की प्रारंभिक अवधि एक वर्ष होगी, जिसे परामर्शदाता का निष्पादन और भादूविप्रा की भविष्य की आवश्यकता के आधार पर बढ़ाया जा सकेगा। इस रिक्ति सूचना की तारीख तक 64 वर्ष से अधिक नहीं		
जापु सामा	इस रिकि सूपना या ताराख तय व्ययप स जायप नहा		
आवश्यक शैक्षिक योग्यता	मान्यता प्राप्त विश्वविद्यालय / संस्थान से पोस्ट ग्रेजुएट की डिग्री		
वांछनीय शैक्षिक योग्यता	मान्यता प्राप्त विश्वविद्यालय/संस्थान से पीएचडी		
योग्यता के बाद का	<u>अनिवार्यः</u>		
अनुभव	केंद्र सरकार /राज्य सरकार/ मंत्रालय /विभाग /संगठन /स्वायत्तनिकाय /सांविधिक निकाय /सार्वजनिक क्षेत्र के उपक्रम से सेवानिवृत अधिकारी, जिन्हे टेलीकॉम सैक्टर में कम से कम 25 (पच्चीस) वर्ष का अनुभव हो और वे 7 वें वेतन आयोग के अनुसार लेबल 11 या उससे ऊपर के पदों पर नियमित रुप से काम कर चुके हों.		
	वांछनीयः		
E	पांच (05) वर्षों के लिए दूरसंचार विनियमों का कार्यसाधक ज्ञान।		
भूमिका एवं जिम्मेदारियाँ	 ं. ईओआई / आरएफपी / निविदा संबंधी दस्तावेजों का मसौदा तैयार करना। ii. दूरसंचार विनियमों / डिजिटल कनेक्टिविटी रेटिंग फ्रेमवर्क आदि से संबंधित निर्देश /आदेश / नोटिस /एसओपी / दिशानिर्देश / प्रशासनिक / बजटीय प्रस्तावों का मसौदा तैयार करना. iii. लेखा परीक्षा और आईडीटी एजेंसियों के साथ अनुबंध / समझौते से संबंधित विशिष्ट गतिविधियों का संचालन। iv. लेखा परीक्षा / आईडीटी रिपोर्ट और प्राधिकरण के अनुमोदन के लिए रिपोर्ट की प्रोसेसिंग के संबंध में टीएसपी, ऑडिट एजेंसियों, आईडीटी एजेंसी और क्षेत्रीय कार्यालयों के साथ समन्वय करना। 		
7 -	v. आवश्यकता पड़ने पर वरिष्ठ अधिकारियों द्वारा सौंपे गए		

#रिक्तियों की संख्या अस्थायी है। भाद्विप्रा निकट भविष्य में उत्पन्न होने वाली रिक्तियों के लिए एक रिजर्व पैनल तैयार करेगा.



3. मासिक पारिश्रमिक:

3.1 पेंशनयोग्य संगठनों / डीओटी पीएसयू से सेवानिवृत्त सरकारी कर्मचारियों के लिए:

तालिका-।

क्र.	कार्यालय आदेश का	किसके लिए लागू	पारिश्रमिक निर्धारण की पद्धति
	संदर्भ एवं दिनांक		
1	व्यय विभाग के दिनांक 09.12.2020 की कार्यालय ज्ञापन संख्या3-25/2020- E.IIIA	केंद्र सरकार के ऐसे के सेवानिवृत कर्मचारी जो पेंशन प्राप्त करते हैं।	मूल पेंशन को काटकर एक निश्वित
2	दूरसंचार विभाग के दिनांक 29.03.2022 का पत्रांक 3-10/2014-SEA- I/Fin		केन्द्र सरकार में उस पद के समतुल्य स्तर का पता लगाया जाना है जिस पर सेवानिवृत सार्वजनिक क्षेत्र के उपक्रम के कर्मचारी को संविदा आधार पर नियुक्त किए जाने का प्रस्ताव है। फिर केंद्र सरकार में इस तरह के पद का नोशलन पे ऐसे पद के संबंधित वेतन स्तर के सेल -1 और सेल -10 के औसत को लेकर प्राप्त किया जा सकता है। इस प्रकार प्राप्त राशि को अंतिम मूल वेतन के रूप में माना जा सकता है और ऐसे मूल वेतन के 50% को पारिश्रमिक के रूप में अनुमति दी जा सकती है।
3	व्यय विभाग के दिनांक 18.10.2023 की कार्यालय ज्ञापन संख्या 03-25/2020- E.III(A)/Pt	एनपीएस के तहत केंद्र सरकार के सेवानिवृत	सेवानिवृत्ति के समय प्राप्त अंतिम मूल वेतन के 30% के बराबर राशि, अंतिम मूल वेतन से काट ली जाएगी और परिणामी राशि, पारिश्रमिक के रूप में निश्चित मासिक राशि होगी।

3.1.1 पेंशनयोग्य संगठनों / डीओटी पीएसयू से सेवानिवृत्त सरकारी कर्मचारियों के लिए परिवहन भत्ता, व्यय विभाग के **दिनांक 09.12.2020** के **कार्यालय ज्ञापन संख्या 3-25/2020- E.IIIA** के अनुसार निर्धारित किया जाएगा।

Dalam.

3.2 गैर-पेंशनयोग्य संगठनों सहित पीएसयू / स्वायत निकाय / वैधानिक निकाय आदि से सेवानिवृत्त सरकारी कर्मचारियों के लिए:

तालिका-॥

豖.	श्रेणी	पारिश्रमिक निर्धारण की पद्धति	परिवहन भत्ता
	गैर-पेंशनयोग्य संगठनों	गैर-पेंशनयोग्य संगठन से	प्रति माह
	सहित पीएसयू / स्वायत	सेवानिवृत्ति के समय प्राप्त	आठ हजार (8,000)
	निकाय / वैधानिक निकाय	अंतिम मूल वेतन के बराबर	रुपये (निश्चित)
1	आदि से सेवानिवृत	राशि, और यदि संबंधित क्षेत्र में सेवानिवृत्ति के बाद का कोई	
		अतिरिक्त अनुभव (पूर्णांकित)	900
		हो तो उसे मूल वेतन का 5%	Space = gala
		प्रति वर्ष की दर से जोड़ा	
		जाएगा।	

- 4. परामर्शदाता की सेवाएं भारतीय दूरसंचार विनियामक प्राधिकरण के दिनांक 05.08.2025 के दिशा-निर्देश संख्या A-25/4/(3)/2021-A&P अनुसार नियंत्रित होंगी। नियोजन की सामान्य शर्तें अनुलग्नक "क" में संलग्न हैं।
- 5. भाद्विप्रा मुख्यालय में परामर्शदाता (सरकारी / पीएसयू / स्वायत निकाय/ वैधानिक निकाय से सेवानिवृत) के पद के इच्छुक पात्र उम्मीदवार केवल ऑनलाइन मोड के माध्यम से यूआरएल: https://vacancies.trai.gov.in पर अपना आवेदन भेज सकते हैं। डाक / ई-मेल तथा अन्य माध्यमों से प्राप्त आवेदन पर विचार नहीं किया जाएगा। ऑनलाइन मोड के माध्यम से आवेदन प्राप्त करने की अंतिम तिथि 11.12.2025 है। ऑनलाइन आवेदन के साथ निम्नलिखित दस्तावेजों की स्व-प्रमाणित प्रतियां भी अपलोड की जा सकती हैं:
 - (क) जन्म तिथि दर्शाने वाला दस्तावेज [10वीं कक्षा की मार्क शीट (जन्म तिथि दर्शाती हुई), जन्म प्रमाण पत्र, पैन कार्ड, सेवानिवृत्ति आदेश की प्रति आदि]
 - (ख) शैक्षिक योग्यता [10वीं कक्षा से आगे की मार्क शीट...]
 - (ग) स्नातकोत्तर अनुभव / रोजगार।
 - (घ) पीपीओ प्रति (यदि पेंशनयोग्य संगठन से सेवानिवृत्त हुए हैं)
 - (ङ) कोई अन्य प्रासंगिक दस्तावेज।

Dalam.

- 6. अधूरे आवेदनों या ऊपर पैरा 5 (क से घ) में उल्लिखित सहायक दस्तावेजों के बिना जमा किए गए आवेदनों पर विचार नहीं किया जाएगा।
- भाद्विप्रा इस विज्ञापन में वर्णित परामर्शदाता (सरकारी / पीएसयू / स्वायत्त निकाय/ वैधानिक निकाय से सेवानिवृत) के चयन/नियुक्ति की प्रक्रिया को किसी भी समय बिना कोई कारण बताए रद्द करने का अधिकार सुरक्षित रखता है।

(डी. एस. जादौन)

वरि. अन्. अधिकारी (मानव संसाधन)

ईमेल: sro-hr@trai.gov.in

सूचनार्थ- आंतरिक परिचालन : -

- 1. भाद्विप्रा अध्यक्ष कार्यालय के ओएसडी
- 2. भाद्विप्रा सदस्य के वरिष्ठ प्रधान निजी सचिव / प्रधान निजी सचिव
- 3. भाद्विप्रा सचिव के वरिष्ठ प्रधान निजी सचिव
- 4. सभी प्रधान सलाहकार/सलाहकार [मुख्यालय], भाद्विप्रा ।
- 5. संयु. सलाहकार (आईटी) से अनुरोध है कि इसे भाद्विप्रा की वेबसाइट पर अपलोड करें।
- 6. राष्ट्रीय करियर सेवा (एनसीएस) पोर्टल
- ७. सूचना पट्ट।

[विज्ञापन में किसी भी विवाद की स्थिति में, ट्राई की वेबसाइट पर उपलब्ध विस्तृत विज्ञापन का अंग्रेजी संस्करण ही मान्य माना जाएगा।]

वर्ल्ड ट्रेड सेंटर, टावर-एफ, नौरोजी नगर, नई दिल्ली-110029 World Trade Centre, Tower-F, Nauroji Nagar New Delhi - 110029

<u>Terms and Condition of Engagement (Hiring) of</u> <u>Consultants on contract basis in Telecom Regulatory Authority of India</u>

1. Duration of contract and Extension thereof:

The Consultants will be hired for an initial period of one year.

The Consultants shall be eligible for an extension on annual basis subject to requirement and suitability for TRAI up to a maximum period of engagement of four years.

2. General Conditions and Remuneration:

Consultants (Retired Government/PSU/Autonomous Body /Statutory Body Servants)

The position, experience, age limit, remuneration, etc. of the Consultants to be engaged (hired) on contract basis by TRAI are categorized as under:

TABLE-I

S. No.	Category (1) For Govt. Servants	Minimum experience^SS (number of completed Years) (2) Retired from Pensionable	Upper age limit*^ (years) as on date of issue of vacancy Circula r (3)	Monthly Remuneration (Rs.) (4)	Transport Allowance (per month)** (Rs.)
	Consultant retired from Pensionable Organization .	As per requirement against vacancy Circular issued by TRAI	64	See Table -III	
(b)	For Govt. Servants	Retired from DoT PSUs			
w.	Consultant retired from DoT PSU.	As per requirement against vacancy Circular issued by TRAI	64	See Table -III	



S. No.			Upper age limit*^ (years) as on date of issue of vacancy Circula r (3)	Monthly Remuneration (Rs.) (4) anizations including PSU/Aut	Transport Allowance (per month)** (Rs.) (5)
	Body / Statutory Body etc.	As per requirement against vacancy Circular issued by TRAI	64	An amount equivalent to last basic pay as drawn at the time of retirement from Non-Pensionable Organization plus 5% of basic for per year of additional post-retirement experience (rounded off) in the relevant field, if any.	8000/- (Fixed)

In case of Pensionable Retired Government Servants / DoT PSU, the remuneration will be fixed in accordance with the Government of India directions issued in this regard from time to time. Presently following guidelines are applicable:

TABLE-II

S.No.	OM No. & date	Applicable for	Methodology for fixation of Remuneration
1	Deptt. Of Expenditure OM No. 3-25/2020- E.IIIA dated 09.12.2020	Central Govt. retirees having pension.	A fixed monthly amount shall be admissible arrived by deducting the basic pension from the pay drawn at the time of retirement.
2	DoT Lt. No. 3- 10/2014-SEA-I/Fin dated 29.03.2022	Retired DoT PSU's employees.	The equivalent level of post in the Central Government at which the retired PSU employee is proposed to be appointed on contract basis is to be ascertained. Then the notional pay of such post in Central Govt. may be arrived at by taking the mean of Cell-1 and Cell-10 of the corresponding Pay level of such post. The sum so arrived may be treated as last basic pay and 50%



-			of such basic pay may be allowed as remuneration.
3	Deptt. Of	Central Govt.	An amount equivalent to 30% of the last basic
	Expenditure OM No. 03-25/2020-	retirees under the NPS.	pay as drawn at the time of retirement shall be
	E.III(A)/ Pt dated 18.10.2023	NPS.	deducted from the last basic pay and resultant amount shall be the fixed monthly amount as remuneration.

The initial term of Engagement shall be one year.

*Age-Limit: The term of engagement for consultants may be extended up to the age of 65 years. However, the term may be extended up to the age of 70 years in deserving cases subject to performance and the requirement of TRAI. The engagement beyond 65 years and upto 70 years shall be with the approval of Chairperson TRAI keeping in view the candidate's good health & level of expertise.

As on the date of vacancy circular for a particular position. Notification for extension of last date of receipt of applications, if any, shall not be considered as vacancy circular for this purpose.

SSVigilance Clearance shall be obtained in case of retired officials from Centre/ State Ministry/ Department/ Organization/ Autonomous Body/ Statutory Body/ PSU as per the extant CVC/ Government directions/ guidelines.

**The transport allowance shall remain unchanged during the duration of the contract. There will be no increment, annual or otherwise, during the contract period. No dearness allowance (DA) component shall be allowed on transport allowance.

**These positions are open to all government sector employees who retired from non-pensionable Centre/
State Ministry/ Department/ Organization/ Autonomous Body/ Statutory Body/ PSUs etc., subject to
eligibility and other terms & conditions prescribed in these guidelines and relevant directions/ guidelines
of Government, if any.

3. Contractual Terms and Conditions

3.1. Legal status:

The person engaged as Consultants under these guidelines shall not be regarded, for any purpose, as being staff member or an official of TRAI and shall be governed by the terms and conditions contained in these guidelines and the agreement entered into between TRAI and the Consultants. As such, nothing within or relating to the contract shall establish the relationship of employer and employee between TRAI and the Consultants. During the contract period or thereafter, the Consultants shall not claim to be an employee of TRAI. The Consultants shall mandatorily give an undertaking in this regard, as per **Annexure-I**, while entering into contract with TRAI.



3.2. Standards of conduct:

The Consultants shall neither seek nor accept instructions from any authority external to TRAI in connection with the performance of her/his obligations under the contract. The Consultants shall not take any action in respect of her/ his performance or otherwise related to its obligations under the contract that may adversely affect the interests of TRAI. The Consultants shall fulfil her/ his obligations with full regard to the interests of TRAI. The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of obligations under the contract. In the performance of the obligations under the contract, the Consultants shall comply with the expected standards of conduct. Failure to comply with the same shall be ground for the termination of the contract.

3.3. Assignment of duties:

The Consultants shall be deployed for specific projects identified by the functional wings. The competent authority reserves the right to assign any additional duty also as and when required. No extra/ additional allowance shall be admissible in case of such additional assignment.

3.4. Termination:

- 3.4.1. TRAI reserves the right to terminate the contract by giving one month's notice, in writing, to the Consultants, without assigning any reason.
- 3.4.2. However, TRAI may also terminate the contract at any time, without prior notice and without assigning any reason, if in its opinion the Consultant is no longer required or has failed to discharge satisfactorily her/his duties or obligations under the contract or has committed the breach of the contract. In case the notice given by TRAI for termination of contract is less than the requisite notice period or contract is terminated by TRAI without prior notice, the monthly remuneration for the period short of requisite notice period (calculated on pro rata basis) or one month's remuneration, shall be payable by TRAI.
- 3.4.3. The Consultants can also seek termination of the contract upon giving one month's written notice to TRAI. If the Consultant seek termination of the contract for the period short of one month's written notice to TRAI, she/ he shall require to pay the monthly remuneration for the period short of requisite notice period (calculated on pro rata basis).

3.5. Prohibition of sexual exploitation and abuse:

In the performance of the contract, the Consultants shall comply with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. The Consultants acknowledges and agrees that any breach of the provisions thereof shall constitute a breach of an essential term of the contract and, in addition to any other legal right or remedies available to any person, shall be a ground for termination of the contract. If required, further appropriate legal action may also be recommended.

3.6. Medical Certificate:

TRAI may require the Consultants to submit a good health certificate from a registered Physician at the time of entering into the contract.

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3.7. Basic support facility:

TRAI may provide basic support facilities such as office space, furniture, stationery, computer, laptop, calculator, access to Internet, etc. as may be required by the Consultants for proper and smooth discharge of her/ his duties. Such equipment and facilities provided to the Consultants shall be returned by the Consultants at the time of termination of the contract or when no longer needed by her/ him.

3.8. Confidentiality of documents & information:

The Consultants shall comply with the provisions of the Indian Official Secrets Act, 1923. She/he shall not use the name, emblem, or official seal of TRAI for any commercial purpose other than discharging assigned duties. The Consultants shall sign an agreement of confidentiality, as per Annexure-I, while entering into contract with TRAI.

3.9. Intellectual property rights:

All intellectual property (including but not limited to copyrights, design rights, know-how and trademarks) contained in the information and documents provided to the Consultants by TRAI shall remain the sole and exclusive property of TRAI. TRAI shall also own all intellectual property rights with regard to processes, ideas, technical/consultation papers/reports, documents or any other material which the Consultants has developed for TRAI under the contract, and which bears a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the duties assigned to the Consultants. The Consultants shall have no rights to such intellectual property whatsoever and shall not publish or make available such information, documents, or any other material in public domain or to any third party, without prior approval of TRAI.

3.10. Settlement of disputes:

TRAI and the Consultants shall make best efforts to amicably settle any dispute, controversy or claim arising out of the contract or the breach, termination, or invalidity thereof.

3.11. 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 Chairperson, TRAI for arbitration. The Chairperson, TRAI may appoint an arbitrator for the settlement of such dispute/ controversy.

3.12. Conflict of interest:

The Consultants are expected to follow all the applicable rules and regulations of TRAI/ Government of India which are in force. He/ she is also expected to display utmost honesty, secrecy of office, and sincerity while discharging her/ his duties. In case the services of the Consultants are not found to be satisfactory or found in conflict with the interests of TRAI, her/ his services will be liable to be terminated, without assigning any reason.

3.13. Residuary matters:

In regard to matters not specifically covered by or under these guidelines, the terms and

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conditions given in the Manual for Procurement of Consultancy and Other Services 2017 as well as GFR 2017 issued by M/o Finance, Department of Expenditure shall be applicable.

4. Payment of Remuneration:

- **4.1.** The monthly remuneration and transport allowance, as indicated in relevant paras above, shall be paid to the Consultants and no other allowances, such as Dearness Allowance and House Rent Allowance, shall be admissible.
- **4.2.** The payment of consolidated remuneration will be released by TRAI, after deduction of applicable taxes, within one week of completion of the month, based on the attendance verified by the concerned Division. The Consultant/ shall invariably mark attendance on arrival in the office and at the time of leaving the office.
- 5. Travelling Allowance: The Consultants may be required to undertake domestic tours for official purposes, subject to the approval of the competent authority. Their Travelling Allowance entitlement shall be as below:

6. Leave:

- **6.1.** The Consultants shall be eligible for paid leave of absence @ 1.5 day for each completed month of service under the contract, besides the Gazetted holidays.
- 6.2. The paid leaves accumulated during the duration of the contract can be availed during the currency of the contract only and cannot be carried forward to next year, in case of any extension of the contract.
- **6.3.** The balance accumulated leaves, if any, at the year end of the contract / date of termination of the contract will be lapsed.
- **6.4.** "No work no pay" will be applicable during the period of contract, if more than the prescribed leave is taken.
- 7. Tax Deduction at Source: The income tax or any other tax liable to be deducted as per prevailing rules will be deducted at source before releasing payment and any certificate as applicable will be issued. Any other applicable taxes or contribution payable by the Consultant on payment made under the contract shall be borne by consultant only.
- **8. Authenticity**: If any declaration given or information furnished by the Consultants proves to be false or if he/ she is found to have wilfully suppressed any material information, the contract shall be liable to be terminated and TRAI may take such other action as deemed necessary.
- All type of Consultants including Young Professionals, engaged prior to issuance of these guidelines, shall continue to be governed by the terms and conditions of the Guidelines under which they were engaged.

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10. Compensation: In the event of death or grievous injury to the Consultants during the course of her/ his duties, compensation, in any form, shall neither be payable to the Consultants nor to her/ his dependents. It shall be the sole responsibility of the Consultants to take adequate insurance policy to safeguard her/ his interest.

(Durgendra Jadaun)

SRO(HR)