

## GOODS AND SERVICES TAX COUNCIL

The GST Council Secretariat is looking to engage Consultants on contractual basis for a short period. Details of the positions and terms and conditions for the engagement, eligibility, experience, etc., are as under:

S.No.	Name of post	Consultant – Grade 1	
1	Number of posts	2 (two)	
2	Period of contract	Initial engagement will be for a fixed period but not exceeding	
		2 years. However, continuation beyond first and subsequent	
		year would be contingent on a satisfactory annual	
		performance review based on clearly defined key performance	
		indicators	
3	Job Description	As per Annexure-I	
4	Educational qualification	Essential: Master's Degree in relevant subject or BE/B. Tech	
	and experience	or 2 Years PG Diploma in Management or LLB or CA or ICWA	
		<b><u>Desirable:</u></b> Doctorate, additional qualifications, research	
		experience, published papers and post qualification experience	
		in relevant field	
		Post-qualification experience:	
		Minimum 3-8 years of post-qualification experience (*Post	
		qualification experience includes upto 3 years for Ph.D.	
		holder, provided no work experience is counted during those	
		3 years.)	
5	Age Limit	Upper age limit of 45 years (as on the closing date of	
		advertisement)	

Other terms and conditions for the engagement of Consultant Grade-1 will be as per the *Procedure and Guidelines for engagement of Consultant/Senior Consultants/Young Professionals* dated 31.03.2019. These guidelines are available on the GST Council website (<a href="www.gstcouncil.gov.in">www.gstcouncil.gov.in</a>)

Submission of application: Application in the format given in Annexure-II, should be sent by email with the subject "Application for Consultant" to <a href="mailto:gstc.secretariat@gov.in">gstc.secretariat@gov.in</a> before 15.05.2019.

The Consultants are expected to work on the following broad areas:

#### 1. Research:

- a. Revenue leakages: Identify various avenues of revenue leakage, suggest policy inputs to curtail it.
- b. <u>Revenue shortfall analysis</u>: Study the causes of revenue shortfall in few States, identify structural gaps if any, suggest further policy changes.
- c. Trend analysis: Identify trends in tax collection, registrations, eWayBills etc.,
- d. <u>International VAT Laws comparison</u>: Study the practices in various tax regimes, identify latest trends and challenges in indirect taxation.
- e. <u>Preparation of case studies</u>: Prepare case studies of successful taxation practices in different States.
- f. <u>Sectoral analyses</u>: Measure the impact of GST implementation on several sectors of the economy and identify policy interventions that are needed.
- g. <u>Feedback surveys</u>: Conduct feedback surveys with stakeholders from trade bodies, tax professionals in different States regularly to help the decision making of the Council
- h. <u>Policy effectiveness studies</u>: Undertake studies to measure the effectiveness of various policy measures that were implemented in the last two years of GST regime.
- i. <u>Compliance Cost Assessments</u>: Conduct assessment surveys, studies to measure the burden of compliance on the taxpayers.
- j. Returns filing analysis: Study the trends in Returns filing, study the formats of various Returns, Statements and suggest ways to improve and simplify them.
- k. <u>Big Data analytics</u>: Undertake data analytics studies on Big Data relating to revenue, taxpayers' segmentation, identify tax frauds.

## 2. Policy:

- a. <u>Post-2022 scenario</u>: As the compensation regime ends in 2022, identify the States which are facing significant shortfall, identify structural/procedural hindrances for these States, suggest policy options to relieve the burden on them.
- b. <u>Policy options to curtail revenue gaps</u>: Study the various policy options available to curtail revenue gaps and develop new tools to address this gap based on international experience of various countries
- c. <u>Industry/trade linkage</u>: Act as a bridge between the trade/industry/taxpayers and the government machinery to facilitate the feedback.
- d. <u>Non-GST items</u>: Identify the policy option with regard to the items which are presently kept out of GST regime. Suggest a roadmap for their inclusion.

#### 3. Publication:

- a. <u>GST Newsletters</u>: Preparation of monthly newsletters highlighting various recent updates, news, notifications, judicial Pronouncements etc.,
- b. <u>Compilation of rulings by AAR</u>: Develop a single source for compilation of Authorities for Advance Rulings, appellate authorities for quick reference.
- c. <u>Ready reckoners and other publicity materials</u>: Develop authentic and up-to-date ready reckoners for Rules, Act, Notifications, Rate schedules for quick reference by the trade.
- d. <u>Library and Documentation Centre</u>: Develop and manage the documentation centre and the library with procurement of relevant journals, books, case studies, research articles etc.,

1. Post	:- Consultant	(grade-1)					
2. Form	mat of Appli	cation:-					
	(i) Name:						
	(ii) Date of	Birth:					
	(iii) Address	s for correspo	ndence:				
	(iv) Contact	No.: Landlin	e:	Mobile	:		
	Email:						
	(v) Academ equivalent.)		ion (In rever	rse order, star	rting from the	latest till 10	Oth standard or
	S. No.	Degree	Year	Subjects	University/ Institute	Class/ Division	Distinction (if any)
	*Attach Sep	arate copy if	required.				
	(vi) Professi	ional experien	ice (In revers	se order, starti	ng from the lat	est):	
	(vii) List of	relevant techi	nical and aca	demic publica	ations:		
	(viii) Releva	ant experience	e:				
	(a) ]	No. of total ye	ears of exper	ience and nan	ne of organizat	ions.	
	(b)	Year-wise tas	ks of similar	nature carried	d out during las	st three years	
	(c) ]	Relevant expe	erience of wo	rking for nati	onal/internatio	nal bodies.	
	(d)	Works of sim	ilar nature in	hand and the	expected date	of completion	n.
	(ix) A brief	note on your	suitability fo	r the post:			
	(x) Remune	ration expecte	ed: (in rupees	s, per month):			
Name & Signature of the applicant							
						Date: Place:	
	Recent photo	ograph				riace.	

The persons who fulfil the eligibility conditions may apply in the prescribed format as given below:-

# Procedure and guidelines for engagement of Consultant/Senior Consultants/Young Professionals in GST Council Secretariat:

The following guidelines and procedures are being prescribed for engagement of Consultants/ Sr. Consultants/Young Professionals in GST Council Secretariat until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue.

#### 1. Introduction

- 1.1 The GST Council is the apex policy making body in indirect taxation. Its membership includes the Union Finance Minister, Minister of State for Finance from the Central Government and Finance Ministers or any minister nominated by the Government of all the States and Union Territories with legislature. The Council is supported by the GST Council Secretariat in its conduct of Meetings. Apart from this, the Council Secretariat is mandated with carrying out research work in the fields of indirect tax policy formulation, studying and analyzing the impact of GST on various sectors of the economy, federal taxation models, international taxation practices etc.,
- 1.2 GST Council Secretariat is also mandated to function as a think tank, which requires greater flexibility in hiring of personnel. It is essential to have the Young professionals/ consultants who possess the requisite skill set. These Young professionals/ consultants will be expected to deliver in such areas where in-house expertise is not readily available within the framework of GST Council Secretariat.
- 2. **Definitions**: The following definitions apply for the purpose of the present instructions:
- 2.1 "Individual consultant or service provider" means Young Professional or Consultant 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 employees 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 supervisions, training, or implementation monitoring, Individual Consultants/service providers are not normally recruited for project preparation unless the proposed subject 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 of strategic advice e.g. management consultants, policy consultants policy consultants or communication consultants.

#### 3. Role of Consultants:

3.1 The Consultant is required to assist the Council Secretariat in undertaking studies about impact of GST, comparative international taxation, indirect tax design, behavioral taxation, latest methodologies, innovations and best practices in the administration of taxation. The Consultant may be asked to assist on any other issues related to the field of economics, tax design, public finance. The Consultant would also provide timely advice, assistance to the senior officials of the GST Council Secretariat in the fields mentioned above.

#### 4. Contractual terms and conditions

4.1 **Legal Status**: The individual consultant shall have the legal status of an independent consultant vis-à-vis GST Council Secretariat and shall not be regarded for any purposes as being either a staff member or an official of the secretariat. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent between the GST Council Secretariat and the individual Consultant.

#### 4.2 Standards of Conduct:

4.2.1 In General the Individual Consultant shall neither seek nor accept instructions from any authority external to GST Council Secretariat in connection with the performance of its obligations under the Contract. The Individual Consultant shall not take any action in respect of his/her performance of the Contract or otherwise related to his/her obligations under the Contract that may adversely affect the interests of GST Council Secretariat, and the Individual Consultant shall perform those obligations under the Contract with the fullest regard to the interests of GST Council Secretariat. The Individual Consultant warrants that he/she 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 GST Council Secretariat. The Individual Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her 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.

## 4.2.2 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 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 GST Council Secretariat to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

## 4.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:

- 4.3.1 Title to any equipment and supplies that may be furnished by GST Council Secretariat to the Individual Consultant for the performance of any obligations under the Contract shall rest with GST Council Secretariat, and any such equipment shall be returned to GST Council Secretariat at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to GST Council Secretariat, 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 GST Council Secretariat for any damage or degradation of the equipment that is beyond normal wear and tear.
- 4.3.2 GST Council Secretariat 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 GST Council Secretariat 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 GST Council Secretariat. Subject to the foregoing provisions, all reports, estimates, recommendations, documents and all other data and information compiled by or received by the Individual Consultant under the Contract shall be the property of GST Council Secretariat, shall be made available for use or inspection by GST Council Secretariat at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to GST Council Secretariat authorized officials on completion of work under the Contract.
- 4.4 **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 GST Council Secretariat 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 their own name or anonymously or pseudonymously in the name of any other person. if such book, article, broadcast or letter relates to subject matter assigned to him by GST Council Secretariat.

- 4.5 Use Of Name, Emblem or Official Seal of The GST Council Secretariat: Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that he/she has a contractual relationship with GST Council Secretariat, nor shall the Individual consultant, in any manner whatsoever, use the name, emblem or official seal of GST Council Secretariat, or any abbreviation of the name of GST Council Secretariat, in connection with its business or otherwise without the written permission of GST Council Secretariat.
- 4.6 **Insurance**: The Individual consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of the obligations under the Contract, as well as for arranging, at the Individual consultant's sole expense, such as 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.

## 4.7. Travel, Medical Clearance and Service Incurred Death, Injury or Illness:

- 4.7.1 GST Council Secretariat 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 GST Council Secretariat.
- 4.7.2 In the event of the death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of GST Council Secretariat under the terms of the Contract while the Individual Consultant is traveling at GST Council Secretariat expense or is performing any services under the Contract in the office of GST Council Secretariat, the Individual consultant or the Individual consultant's dependents, as appropriate, shall not be entitled to any compensation.

## 4.8. Force Majeure and other Conditions:

- 4.8.1 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.
- 4.8.2 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 GST Council Secretariat is engaged in, 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.

- 4.9 **Termination**: The GST Council Secretariat 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 GST Council Secretariat.
- 4.10. Audits and Investigations: Each invoice paid by GST Council Secretariat shall be subject to a post-payment audit by auditors, whether internal or external, of GST Council Secretariat or by other authorized and qualified agents of GST Council Secretariat 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. GST Council Secretariat shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by GST Council Secretariat other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, GST Council Secretariat 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 GST Council Secretariat 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 GST Council Secretariat 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.
- 4.11 Settlement of Disputes: GST Council Secretariat 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.
- 4.12 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 Special/Additional Secretary, GST Council Secretariat for

arbitration. The Special/Additional Secretary, GST Council Secretariat may appoint an arbitrator for the settlement of the controversy.

4.13. **Conflict of Interest**: The Individual Consultant 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 Consultant is not found satisfactory or found in conflict with the interests of the GST Council Secretariat, his/her services will be liable for discontinuation without assigning any reason.

#### 5. Terms of reference

- 5.1 Under Secretary (Admin) is 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-1 in a timely manner to the executive or administrative office for processing.
- 5.2 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.

## 6. General Terms & Conditions

- 6.1 **Tenure**: Individual Consultants will be engaged for a fixed period but not exceeding 3 years for providing high quality services on specific projects as per requirement of the Council Secretariat. However, their continuation in their respective position beyond the first and subsequent years, would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond 3 years may be considered under exceptional circumstances with the approval of the Revenue Secretary, in consultation with IFU. However, no extension will be given beyond the age of 65 years.
- 6.2 Professionals with requisite qualification and experience as prescribed would be hired as Individual Consultants. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Government servants.
- 6.3 The Individual Consultants may be appointed on part-time or full-time basis. Consultants appointed on full-time basis would not be permitted to take up any other assignment during the period of Consultancy with GST Council Secretariat.
- 6.4 The appointment of Individual Consultants is of a temporary nature and the GST Council

Secretariat can cancel the appointment at any time without providing any reason for it.

- 6.5 Part-time Consultants will be appointed subject to the condition that they face no conflict of interest with respect to the work they are handling in GST Council Secretariat.
- 6.6 Number of Individual Consultants: The total number of Individual Consultants to be engaged by GST Council Secretariat shall depend on the actual requirement at a particular point of time and provision of budget.

## 7. Educational Qualifications, Age, Experience and Remuneration:

7.1 **Educational Qualification**: In general, following qualifications are required, however any specific Educational Qualifications may be prescribed as per actual requirement.

Essential - Master's Degree in relevant subject or BE/B. Tech or 2 Years PG Diploma in Management or MBBS or LLB or CA or ICWA.

Desirable - Persons with M.Phil, PhD, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

## 7.2 Experience, Age and Remuneration:

Name of the Position	Post Qualification experience in Years*	Upper age (limit)
Young Professional	1	32 years
Consultant Grade 1	3-8	45 years
Consultant Grade 2	8-15	50 years
Sr. Consultant	15yr and above	62 years

<sup>\*</sup>Post qualification experience includes upto 3 years for Ph.D. holder, provided no work experience is counted during those 3 years.

- 6.3 The Consultation Evaluation Committee shall fix the consolidated remuneration. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.
- 6.4 Hiring criteria may be further defined for specific positions depending on the specific requirements and circumstances.
- 6.5 Emoluments of Part-time Consultants will be decided on number of man-days basis.

7. **TA/DA**- The individual consultant may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA:

Position	Mode of Journey	Reimbursement of Hotel. Taxi and Food Bills
Young Professional/ Consultant Grade 1	Air in 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 the city and food bills not exceeding Rs. 900/- per day shall be allowed.
Consultant Grade 2	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 within the city and food bills not exceeding Rs. 1000/- per day shall be allowed.
Sr. Consultant	Air in Economy class or by Rail in AC 1 <sup>st</sup> Class	Hotel accommodation of upto Rs. 7500/- per day; no limits for reimbursement of taxi charges for AC taxi within the city and food bills not exceeding Rs. 1200/- per day shall be allowed.

# 8. SELECTION PROCESS

- 8.1 The selection of Consultants shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 Selection of Individual Consultant/Service Provider (para 7.1 and 7.2) Chapter- 6 (para 6.5) of Manual for Procurement for Consultancy and Other Services 2017.
- 8.2 The requirement of GST Council Secretariat will be advertised from time to time on its website as well as in at least one newspaper (both Hindi and English).
- 8.3 The applications received shall be placed before a Screening Committee with following composition:

Joint Secretary (Admin), GST Council Secretariat	Chairman
Two Directors/Deputy Secretaries in GST Council Secretariat	Members

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

8.5 The panel of Shortlisted applications shall be placed before a Consultancy Evaluation Committee (CEC) with following composition.

Spec	sial/Additional Secretary, GST Council Secretariat	Chairman
i.	Joint Secretary(Admin) GST Council Secretariat,	Members
ii.	Joint Secretary(Revenue), Dept. of Revenue, Ministry of	
	Finance, and	
iii.	Director (Admin), GST Council Secretariat	

- 8.6 The CEC may include an outside expert on case to case basis. The CEC may devise its own method for selection of suitable candidates as per the requirement. The CEC may recommend a panel of names for keeping in reserve list with validity.
- 8.7 In certain exceptional cases, with the approval of the Revenue Secretary, selection from a single source as per GFR 2017 may also be considered. However, full justification for this must be given by the Consultancy Evaluation Committee (CEC).
- 8.8 GST Council Secretariat may also hire consultants on secondment basis under Rule 194 of GFR, 2017 from established Research Organizations e.g. NIPFP, IEG, NCAER, Universities, Educational Institutions, including but not limited to IITs, IIMs and other Research Institutions like ICAR, PSUs and Government Organizations. In exceptional cases, individuals can also be hired on secondment basis from Private Institutions/Organizations/Think Tanks like ICRIER, FICCI, CII, Centre for Policy Research with the approval of Revenue Secretary. This engagement will be based on payment of such monthly sum to the parent employer as would cover the cost of salary and other allowances due to the selected individual.
- 8.9 **Payment**: The payment will be released by GST Council Secretariat within one week after completion of the month based on the certification by Director (Admin).
- 9. **Leave** -The Individual Consultants shall be entitled to leave of 8 days in a year on pro-rata basis. Further, the absence up to one month may be considered without remuneration. However, in exceptional cases for professional development, training etc. this condition may be relaxed by Joint Secretary(Admin), GST Council Secretariat. Apart from this the women Consultant may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide no S-36012/03/2015-SS-1 dated 12<sup>th</sup> April, 2017.

- 10. **Tax Deduction at Source**: The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the GST Council Secretariat will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The GST Council Secretariat undertake no liability for taxes or other contribution payable by the Individual Consultant on payments made under this contract.
- 11. **Police Verification:** Police verification of the Individual Consultants shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the contract of Individual consultant shall cease to exist with immediate effect without any notice.
- 13. **Relaxation**: Where the Revenue Secretary, Ministry of Finance is of the opinion that it is necessary or expedient so to do, he may by order and for reasons to be recorded in writing, relax any of the provisions of these rules.

# Office of the GST Council Secretariat, 5<sup>th</sup> Floor, Tower-2, LIC Jeevan Bharati Building, Janpath, New Delhi-11001

File No

#### Contract for the services of an Individual Consultant

Date:-

This Contract is entered in	to on [insert date]	between the	e GST	Coun	cil Secretai	riat and Mr/M	s/Mrs
s/d/w/o	(hereinafte	r referred	to as	"the	Individual	Consultant")	whose
address is							

WHEREAS GST Council Secretariat 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 GST Council Secretariat on the said terms and conditions.

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 I.

#### 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 GST Council Secretariat" dated 31.03.2019 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 GST Council Secretariat, and upon prior written agreement, such travel shall be at GST Council Secretariat'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 GST Council Secretariat 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 GST Council Secretariat date 31.03.2019 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: GST COUNCIL SECRETARIAT	INDIVIDUAL CONSULTANT:
Name: Signature;	Name: Signature;
Date:	Date:
Place:	Place:

# **Terms of Reference for the Individual Consultant**

# GST Council Secretariat Reference:

Title: Young Professional/Consultant/Sr. Consultant
(Following are to be filled by the Under Secretary(Admin) depending on the need)

- 1. Vertical:
- 2. Purpose of assignment:
- 3. Duration:
- 4. Tasks related to assignment:
- 5. Job Description:
- 6. Qualifications and Competencies:
  - a. Academic:
  - b. Work experience: