

**भारत सरकार / Government of India**  
**रसायन और उर्वरक मंत्रालय / Ministry of Chemicals and Fertilizers**  
**औषध विभाग / Department of Pharmaceuticals**

शास्त्री भवन, नई दिल्ली - 110 001  
Shastri Bhawan, New Delhi - 110 001  
दिनांक / Dated 3<sup>rd</sup> February 2026

Subject: Guidelines for engagement of Technical Consultant on contract basis.

1. In supersession of 'Guidelines for Hiring of Technical Consultants/Young Professionals (Tech.) on contract basis in the Department of Pharmaceuticals', dated 20.2.2023, these guidelines and procedures are hereby issued for engagement of Technical Consultants in the Department of Pharmaceuticals until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue. These guidelines will apply in respect of engagement of individuals on contract basis as Technical Consultants ["TC"] in this Department, based on functional requirements from time to time. The term "TC" for the purpose of these guidelines would include Technical Consultants engaged under different categories and include a Senior Technical Consultant, as mentioned at para 5.4 of these guidelines.

2. These guidelines are not applicable in respect of Young Professionals (Technical) or Young Professionals for whom separate guidelines have been issued.

**3. Terms and conditions of engagement**

**3.1 Legal status**

3.1.1 Nothing in the contract engaging TC will establish, constitute or imply the relationship of employer and employee, or of a principal and its agent, between the Department of Pharmaceuticals and TC.

3.1.2 TC will not be regarded, for any purposes, as an employee or representative of this Department.

**3.2 Standards of conduct**

3.2.1 TC will, at all times, maintain the highest standards of conduct. These will include, among other things, the following:

- (a) Maintenance of absolute integrity;
- (b) Maintenance of devotion to duty;
- (c) Not doing anything that is unbecoming of a person assisting in the discharge of public duties;
- (d) Maintenance of highest ethical standards and honesty;
- (e) Maintenance of courtesy and good behaviour;
- (f) Not participating in performance of any function where she/he has any direct or indirect interest;
- (g) Not placing herself/himself under any financial or other obligation to any



individual or organisation which may influence her/him in the performance of her/his duties;

- (h) Not misusing her/his position or derive financial or other material benefit for herself/himself or her/his family or friends through performance of her/his functions;
- (i) Not advertising or otherwise making public for purposes of commercial advantage that she/he has a contractual relationship with the Department;
- (j) Refraining from doing anything which is or may be contrary to any law, rules, regulations and established practices, including the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;
- (k) Maintenance of discipline in the discharge of her/his duties and implement instructions given to her/him;
- (l) Maintenance of confidentiality in the performance of her/his duties, and to this end,—
  - (i) exercise of the same degree of care as a person would normally exercise to protect their own proprietary information, having regard to the nature of the information;
  - (ii) on completion or termination of her/his term of contract or on the Department requiring her/him so to do, whichever is earlier, either returning to the Department such information or certifying to the Department that all media containing such information have been destroyed;
- (m) Not publishing, except with the previous permission in writing of the Department, any book, article, blog, letter in any newspaper or periodical, and not participating in any media broadcast or on social media communication, either in her/his own name or anonymously or pseudonymously in the name of any other person, if such book, article, blog, letter, broadcast or communication relates to subject matter to which she/he is privy in consequence of, or during the course of, the performance of functions or services under her/his contract with the Department;
- (n) Not using the name, emblem or official seal of the Government of the Department, in connection with her/his business or otherwise, without written permission of the Department; and
- (o) Not taking any action that may be prejudicial to the interest of the Department.

3.2.2 Failure to adhere to the above standards of conduct will render TC liable to termination, without prejudice to any other liability or action under law.

### 3.3 *Assignment of duties*

3.3.1 TC will perform such duties as may be assigned to her/him from time to time.

3.3.2 TC will return to the Department in good condition, subject to normal wear and tear, all such equipment, software, licences, access privileges, etc. as may be provided to her/him on completion or termination of term of her/his contract, or when it is no longer needed, whichever is earlier.





3.3.3 All intellectual property and other proprietary rights, including in respect of any product, process, invention, idea, knowhow, document or other material that TC may develop that bears a direct relation to or is produced or prepared or collected in consequence of, or during the course of, the performance of functions or services under her/his contract with the Department will vest in the Department. Subject to the aforesaid, all plans, reports, estimates, recommendations, documents and any other knowhow, information or data compiled or received by TC in the course of rendering services under her/his engagement by the Department will be—

- (a) the property of the Department;
- (b) made available for use or inspection by the Department at all reasonable times and in reasonable places;
- (c) treated as confidential; and
- (d) delivered only to persons authorised by the Department on completion of services rendered.

3.3.4 TC may be required by the Department to submit a certificate of good health from a registered medical practitioner at the time of joining duty. In the event of death, injury or illness of TC, attributable to the performance of services on behalf of the Department, TC or her/his dependants will not be entitled to any compensation.

3.3.5 During the term of contract, TC will render services to the Department on whole-time basis and will not render services to or take up employment with any other person.

3.3.6 The Department and TC will make their best efforts to amicably settle any dispute, controversy or claim arising out of the contract or breach, termination or invalidity thereof.

3.3.7 The Department may terminate the contract at any time, without prior notice and without providing any reason therefor. Ordinarily, it will give prior notice of one month to TC for such termination. TC too may seek termination of the contract by giving prior notice of one month to the Department.

#### **4. General terms and conditions**

4.1 *Tenure:* TC will be engaged for a fixed period, initially for one year and not exceeding five years, for providing quality services as per work requirements of the Division(s) with which they are deployed. Continuation of engagement beyond five years will be contingent on performance appraisal done by the Wing Head for the Division concerned, based on Key Performance Indicators (KPIs) determined by the Wing Head in consultation with the Division Head for the Establishment and Administration Division, subject to approval of the Secretary.

4.2 TC will be selected from amongst persons who apply in response to an open advertisement that gives relevant details (including the educational qualification and functional requirements) and is published on its website and at least one national newspaper in Hindi and English. The selection will be based on the recommendations of a selection committee constituted by this Department in this behalf.

4.3 Selected candidates will be issued offer letters and be required to join within such period as may be specified in the letter and subject to fulfilment of such joining pre-conditions as may be specified therein.



4.4 TC will perform such duties as may be assigned to them from time to time. The Department of Pharmaceuticals reserves the right to assign such duties as it may deem fit. No claim for additional remuneration will be admissible for such assignment.

4.5 TC will not be entitled to any benefit, including provident fund, pension, insurance, gratuity, medical benefits, seniority, promotion etc. and any benefit available to a Government servant appointed on regular basis.

4.6 TC will not have any claim or right to or preference in employment by or under the Government.

4.7 If any declaration given or information furnished by a TC is found to be false or if she/he is found to have wilfully suppressed any material information, such TC will be liable for termination of her/his engagement, without any notice or payment in lieu thereof, and without prejudice to any other liability or action under law.

4.8 Ordinarily, working hours will be from 9:00 a.m. to 5:30 p.m. during working days, which will include a break of half an hour for lunch. However, depending on functional requirements, she/he may be required to work beyond the aforesaid hours, including on a public holiday, without additional remuneration.

4.9 TC will enrol herself/himself on the Aadhaar Enabled Biometric Attendance System, which will constitute the basis for reckoning attendance in office and payment of remuneration.

4.10 In respect of any advertisement issued for engagement of TC(s), the right to cancel the same at any stage, at its discretion, without assigning any reason will be reserved with this Department.

## **5. Educational qualification, age, experience and remuneration**

5.1 A candidate must hold (i) a post-graduate degree from a University as defined in the University Grants Commission Act, 1956 or possess equivalent qualification or (ii) hold a Bachelor of Engineering or Bachelor of Technology degree from IIT, IIIT or NIT or (iii) hold a Bachelor of Engineering or Bachelor of Technology degree from a technical education institution duly approved by All India Council for Technical Education (AICTE). However, keeping in view functional requirements for a particular TC position, position-specified educational qualification may be kept.

5.2 The Department, at its discretion, may specify desirable qualifications. However, the Department reserves the right to select a candidate who may not possess the desirable qualifications (if any) specified in the advertisement issued, subject to its satisfaction that the overall profile and expertise of the candidate is suitable for meeting the functional requirements.

5.3 Good knowledge and skill in the use of office productivity applications such as word processing, spreadsheets and presentation software, along with strong communication, analytical and presentation skills, are required.





5.4 The minimum experience, age limit and remuneration norms for different category of TCs would be as under:

Name of Position	Post Qualification experience	Upper age limit	Band of Remuneration
Technical Consultant Grade-I	3-8 years	40	₹80,000-1,45,000
Technical Consultant Grade-II	8-15 years	50	₹1,45,000-2,65,000
Senior Technical Consultant	15 years and above	62	₹2,65,000-3,30,000

5.5 Cut-off date for reckoning age will be as specified in the advertisement for such engagement.

5.6 On completion of each year of engagement as TC, remuneration will be increased by 5% subject to the performance of TC for the preceding year being considered satisfactory by this Department. In exceptional cases for the reasons to be recorded in writing higher increase upto 10% can be given.

5.7 Payment of remuneration will ordinarily be made within one week following the completion of each period of one month from the date of joining of TC, based on the biometric attendance and, where for any reason the same is not recorded, physical attendance duly verified by the Division Head for the Division with which the TC is deployed.

## 6. Selection process

6.1 Selection of YPs will be made in accordance with the provisions of rules 177 to 196 of the General Financial Rules, 2017 and relevant provisions of the Manual for Procurement of Consultancy and Other Services (2<sup>nd</sup> Edition 2025), issued by the Department of Expenditure, Ministry of Finance.

6.2 Applications received against the advertisement will be screened and shortlisted by a panel consisting of Under Secretary (Establishment and Administration), Section Officer (Establishment) and Under Secretary or Section Officer (the said officers shall include officer of equivalent rank) of the Division concerned with which TC is to be deployed. Shortlisted applications will be placed before the Selection Committee composed as follows:

- (a) Senior Economic Advisor (or such other officer as the Secretary may nominate)  
— Chairperson
- (b) Wing Head/Division Head\* in charge of the Establishment and Administration Division
- (c) Wing Head(s)/Division Head(s)\* in charge of the Wing(s)/Division(s) in which TC(s) is/are to be deployed\*\*

\* If Wing Head is available, he/she would represent on the Selection Committee.





**\*\*In case the selection process is simultaneous for TCs proposed to be deployed in multiple Wings/Divisions, including where desirable qualifications or experience vary, all Wing Heads/Division Heads concerned may be represented on a common Selection Committee**

6.3 The Selection Committee may adopt such method as it may deem fit for selection of suitable candidates. The Selection Committee may recommend such candidates {including one or more reserve candidate(s)} as it may find fit for consideration for engagement by the Department. Reserve candidate(s) will be valid for a period of one year from the date of acceptance of the recommendation, for purposes of engagement in case selected candidate does not accept the offer, fulfil pre-conditions for joining or fails to join. In addition, the Department at its discretion may make an offer to reserve candidate (in order of merit) in case there is requirement to engage a TC within the period of validity of reserve candidature.

## **7. Reimbursement of travel expenses**

7.1 No claim on account of travel expenses will be admissible for reporting at the work premises designated by this Department at the commencement or on completion of the term of engagement of TC. However, TC may, with the approval of competent authority in this Department, be reimbursed expenses incurred for travel undertaken within India in connection with services rendered, subject to such extent, restrictions and terms as this Department may determine from time to time.

## **8. Leave**

8.1 TC will be entitled to leave of absence at the rate of 1.5 days for each completed month and reckoned on *pro rata* basis for any part of a month. In case of absence beyond permissible and sanctioned leave, payment will be deducted on *pro rata* basis from the remuneration for the relevant month, based on the principle of "no work no pay".

8.2 In case a TC is absent without leave for more than 15 days in consecutive period of 12 calendar months, she/he will be liable to termination of her/his engagement, without any notice or payment in lieu thereof.

## **9. No liability for employer contribution**

9.1 This Department will have no liability for any employer contribution in respect of engagement of TC.

## **10. Verification**

10.1 This Department, at its discretion, may get the antecedents of candidates or TC verified by the police. In case the police report contains negative input, candidate will be liable to not be engaged and, if already engaged as TC, she/he will be liable to termination of her/his engagement, without any notice or payment in lieu thereof.

## **11. Relaxation**

11.1 Secretary, Department of Pharmaceuticals may, at its discretion and for reasons to be recorded in writing, relax any provision of these guidelines.



12. These guidelines will be subject to such instructions as may be issued from time to time by the Department of Expenditure.

This issues with the approval of competent authority.



(Sandeep Kumar)

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