



भारतीय दूरसंचार विनियामक प्राधिकरण
Telecom Regulatory Authority of India



F. No. A-2/(4)/2025-HR

Dated: 09th January 2026

Vacancy Circular No.C-10 /2025-26

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

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 (Retired Government Servant)

Name of the Division	Particulars	Details
B&CS Division of TRAI HQ, New Delhi	Name of the position	Consultant (Retired Government / PSU / Autonomous Body/ Statutory Body)
	Number# of consultants required	01 (One)
	Monthly Remuneration	As per the Table -I / Table-II given in para 3
	Time frame for which the Consultant is to be hired	Initial term of engagement shall be one year
	Age limit	Not more than 64 years of age as on the date of issue of this vacancy circular
	Essential Qualification	Bachelor's degree in Business Administration / Economics / Commerce / Engineering / Science / Law from a recognized University /Institution

	Post Qualification Experience	<p>Essential:</p> <p>(a) This position is open to Retired Government officials from Centre/ State Ministry/ Department/ Organization/ Autonomous Body/ Statutory Body/ PSU, having minimum 15 years of experience as on date of issue of vacancy circular.</p> <p>Desirable:</p> <p>(a) Sound knowledge of Regulatory matters, Tariff & Interconnection, Quality of Service, Licensing and Policy matters related to Broadcasting and Cable sector.</p> <p>(b) Should possess good drafting, analytical and co-ordination skills.</p>
	Nature of Duties	<p>i. International best practices on Cost Studies, Tariff Regulations and Consumer Pricing issues.</p> <p>ii. Regulatory review of Broadcasting Regulations / Tariff Order.</p> <p>iii. Market & Technical Analysis.</p> <p>iv. Regulatory Impact Assessment.</p> <p>v. Any other work assigned from time to time.</p>

**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

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			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	Central Govt. retirees under the NPS.	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 Govt. Servants retired from Pensionable Organizations/ DOT PSUs shall be fixed as per Department of Expenditure OM No. 3-25/2020-E.IIIA dated 09.12.2020

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

TABLE-I

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. Consultant (Retired Government Servant) is to be engaged initially for a period of one year, which may be further extended based on TRAI's requirements and mutual consent. They will assist the Authority in discharging its functions under the TRAI Act, 1997, and will undertake such work and tasks as may be assigned from time to time.

5. Applicant(s) should be dynamic, self-motivated professionals with strong analytical, communication and interpersonal skills. Selection will be based not only on educational qualifications and experience, but also on the candidate's overall performance during the interview/interaction with the Selection Committee. **The Authority reserves all rights related to the engagement of consultant(s), and its decision will be final and binding.**

6. The Services of the Consultant (Retired Government Servant) will be governed by the Telecom Regulatory Authority of India Guidelines No. A-25/4/(3)/2021-A&P dated



05.08.2025. The General Terms and Conditions of engagement are enclosed as Annexure-A.

7. Eligible candidates (meeting the age, qualification & experience criteria) who wish to be considered for the position of **Consultant (Retired Govt. Servant)** in TRAI must submit their applications online only through the URL: <https://vacancies.trai.gov.in>. Applications received through any other means, such as post or email, will not be considered. The last date for receipt of online applications is 30th January 2026. All eligible candidates are required to upload clear and legible self-attested copies of the following documents along with their online application:

- (a) Date of Birth Certificate [Secondary school certificate or 10th class Mark Sheet (showing date of birth), Birth Certificate issued by Municipal Authority].
- (b) Educational qualification(s) [From 10th class onwards. Degree certificates – Provisional or Final – must be uploaded along with mark sheet of final semester.]
- (c) Post qualification experience/employment.
- (d) Copy of PPO (in case of retired from pensionable organization)
- (e) Any other relevant documents

8. Incomplete applications, or applications submitted without the supporting documents mentioned in Para 7(a) to 7(d) above, shall not be considered.

9. TRAI reserves the right to cancel the process of selection/appointment for the post of **Consultant (Retired Government Servant)** advertised herein at any time without assigning any reasons.



(D.S. Jadaun)

Senior Research Officer (HR)

email: sro-hr@traigov.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/ 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.

वर्ल्ड ट्रेड सेंटर, टावर-एफ, नौरोजी नगर, नई दिल्ली-110029

World Trade Centre, Tower-F, Nauroji Nagar New Delhi - 110029



क्रमांक: ए-2/(4)/2025-एचआर

दिनांक: 9 जनवरी 2026

रिक्ति सूचना संख्या: C-10/ 2025-26

ट्राई मुख्यालय, नई दिल्ली में संविदा के आधार पर सरकारी सेवा से सेवानिवृत्त परामर्शदाता की नियुक्ति हेतु विज्ञापन

भारतीय दूरसंचार नियामक प्राधिकरण (ट्राई), नई दिल्ली एक वैधानिक निकाय है जिसकी स्थापना संसद के एक अधिनियम, अर्थात् ट्राई अधिनियम, 1997 के तहत की गई है। ट्राई 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। प्रसारण और केबल सेवा क्षेत्रों के विनियमन से संबंधित कार्य भी 2004 से ट्राई को सौंपे गए हैं।

2. निम्नलिखित पद के लिए व्यक्तिगत परामर्शदाता (सेवानिवृत्त सरकारी / सार्वजनिक क्षेत्र के उपक्रम / स्वायत्त निकाय / सांविधिक निकाय) के रूप में नियुक्ति हेतु पात्र भारतीय नागरिकों से आवेदन किए जाते हैं:

क. परामर्शदाता (सेवानिवृत्त सरकारी कर्मचारी)

इकाई का नाम:	विशेष	विवरण
ट्राई मुख्यालय, नई दिल्ली का बी एंड सीएस प्रभाग	पद का नाम	परामर्शदाता ((सेवानिवृत्त सरकारी / पीएसयू / स्वायत्त निकाय / वैधानिक निकाय)
	आवश्यक परामर्शदाता की संख्या	01 (एक)
	मासिक पारिश्रमिक	अनुच्छेद 3 में दी गई तालिका-I / तालिका-II के अनुसार
	समय सीमा जिसके लिए परामर्शदाता को नियुक्त किया जाना है	नियुक्ति की प्रारंभिक अवधि एक वर्ष होगी।
	आयु सीमा	इस रिक्ति सूचना की तारीख तक 64 वर्ष से अधिक नहीं

	आवश्यक शैक्षिक योग्यता	मान्यता प्राप्त विश्वविद्यालय / संस्थान से बिजनेस एडमिनिस्ट्रेशन / इकोनॉमिक्स / कॉमर्स / इंजीनियरिंग / साइंस / लॉ में स्नातक की डिग्री।
	योग्यता के बाद का अनुभव	<p>आवश्यक:</p> <p>(a) यह पद केंद्र / राज्य मंत्रालय / विभाग / संगठन / स्वायत्त निकाय / सांविधिक निकाय / पीएसयू के रिटायर्ड सरकारी अधिकारियों के लिए खुला है, जिनके पास वैकेंसी सर्कुलर जारी होने की तारीख तक कम से कम 15 वर्ष का अनुभव हो।</p> <p>वांछनीय:</p> <p>(a) ब्रॉडकास्टिंग और केबल सेक्टर से संबंधित रेगुलेटरी मामलों, टैरिफ और इंटरकनेक्शन, सेवा की गुणवत्ता, लाइसेंसिंग और नीतिगत मामलों का अच्छा ज्ञान।</p> <p>(b) अच्छी ड्राफ्टिंग, विश्लेषणात्मक और समन्वय कौशल होना चाहिए।</p>
	भूमिका एवं जिम्मेदारियाँ	<p>i. कॉस्ट स्टडीज़, टैरिफ रेगुलेशन और कंज्यूमर प्राइसिंग मुद्दों पर इंटरनेशनल बेस्ट प्रैक्टिस।</p> <p>ii. ब्रॉडकास्टिंग रेगुलेशन / टैरिफ ऑर्डर की रेगुलेटरी समीक्षा।</p> <p>iii. मार्केट और टेक्निकल एनालिसिस।</p> <p>iv. रेगुलेटरी इम्पैक्ट असेसमेंट।</p> <p>v. समय-समय पर सौंपा गया कोई अन्य काम।</p>

3. मासिक पारिश्रमिक:

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

तालिका-I

क्र.	संदर्भ	के लिए लागू	पारिश्रमिक निर्धारण की पद्धति
1	व्यय विभाग, कार्मालय जापन संख्या 3-25/2020-E.IIIA दिनांक 09.12.2020	पेंशन प्राप्त करने वाले केंद्र सरकार के सेवानिवृत्त	सेवानिवृत्ति के समय प्राप्त वेतन में से मूल पेंशन को काटकर एक निश्चित मासिक राशि दी जाएगी।

2	दूरसंचार विभाग, पत्र संख्या 3-10/2014-SEA-I/Fin दिनांक 29.03.2022	डीओटी / पीएसयू के सेवानिवृत्त कर्मचारी	केंद्र सरकार में उस पद के समकक्ष स्तर का पता लगाया जाएगा, जिस पर सेवानिवृत्त पीएसयू कर्मचारी को संविदा पर नियुक्त किया जाना है। फिर ऐसे पद का केंद्र सरकार में काल्पनिक वेतन, संबंधित पे लेवल के सेल-1 और सेल-10 का औसत लेकर निकाला जाएगा। इस प्रकार प्राप्त राशि को अंतिम मूल वेतन माना जाएगा और ऐसे मूल वेतन का 50% पारिश्रमिक के रूप में दिया जाएगा।
3	व्यय विभाग, कार्यालय जापन संख्या 03-25/2020-E.III(A)/Pt दिनांक 18.10.2023	एनपीएस के तहत केंद्र सरकार के सेवानिवृत्त	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 कार्यालय जापन संख्या 3-25/2020-E.IIIA दिनांक 09.12.2020 के अनुसार निर्धारित किया जाएगा।

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

तालिका-II

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

4. परामर्शदाता (सेवानिवृत्त सरकारी कर्मचारी) को शुरू में एक साल की अवधि के लिए रखा जाएगा, जिसे ट्राई की ज़रूरतों और आपसी सहमति के आधार पर आगे बढ़ाया जा सकता है। वे ट्राई एक्ट, 1997 के तहत अपने काम करने में अथॉरिटी की मदद करेंगे, और समय-समय पर सौंपे गए काम और टास्क करेंगे।

5. आवेदक डायनामिक, सेल्फ-मोटिवेटेड प्रोफेशनल होने चाहिए जिनके पास मज़बूत एनालिटिकल, कम्युनिकेशन और इंटरपर्सनल स्किल्स हों। सिलेक्शन सिर्फ एजुकेशनल क्वालिफिकेशन और अनुभव के आधार पर नहीं होगा, बल्कि सिलेक्शन कमेटी के साथ इंटरव्यू / बातचीत के दौरान उम्मीदवार के ओवरऑल परफॉर्मेंस पर भी आधारित होगा। अथॉरिटी कंसल्टेंट को रखने से जुड़े सभी अधिकार अपने पास रखती है, और उसका फैसला अंतिम और मानने योग्य होगा।

6. परामर्शदाता (सेवानिवृत्त सरकारी कर्मचारी) की सेवाएं भारतीय दूरसंचार विनियामक प्राधिकरण के दिशा-निर्देश संख्या A-25/4/(3)/2021-A&P दिनांक 05.08.2025 के अनुसार नियंत्रित होंगी। काम पर रखने के सामान्य नियम और शर्तें अनुबंध-'A' के रूप में संलग्न हैं।

7. योग्य उम्मीदवार (जो उम्र, योग्यता और अनुभव के मानदंडों को पूरा करते हैं) ट्राई में परामर्शदाता (सेवानिवृत्त सरकारी कर्मचारी) के पद हेतु विचार करने 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 30 जनवरी 2026 है। सभी योग्य उम्मीदवारों को अपने ऑनलाइन आवेदन के साथ निम्नलिखित दस्तावेजों की स्पष्ट और पठनीय स्व-सत्यापित प्रतियां अपलोड करनी होंगी:

(क). जन्म प्रमाण पत्र [सेकेंडरी स्कूल सर्टिफिकेट या 10वीं क्लास की मार्कशीट (जिसमें जन्मतिथि लिखी हो), नगर पालिका द्वारा जारी जन्म प्रमाण पत्र, सेवानिवृत्ति आदेश की प्रति आदि।]

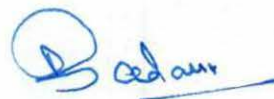
(ख). शैक्षणिक योग्यता(एं) [10वीं क्लास से आगे की। डिग्री सर्टिफिकेट - प्रोविजनल या फाइनल सेमेस्टर की मार्कशीट के साथ अपलोड करने होंगे।]

(ग). स्नातकोत्तर के बाद का अनुभव / रोजगार।

(घ). पीपीओ प्रति (यदि पेंशनयोग्य संगठन से सेवानिवृत्त हुए हैं)।

(ङ). कोई अन्य प्रासंगिक दस्तावेज।

8. अनर्ह आवेदन या ऊपर पैरा 7 (क से घ) में उल्लिखित सहायक दस्तावेजों के बिना प्राप्त आवेदनों पर विचार नहीं किया जाएगा।



9. ट्राई इस विज्ञापन के विरुद्ध परामर्शदाता (सेवानिवृत्त सरकारी कर्मचारी) के चयन / नियुक्ति की प्रक्रिया को किसी भी समय बिना कोई कारण बताए रद्द करने का अधिकार सुरक्षित रखता है।



(डी. एस. जादौन)

वरिष्ठ अनुसंधान अधिकारी (मानव संसाधन)

ईमेल: sro-hr@trai.gov.in

सूचनार्थ आंतरिक संचलन: -

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

टिप्पणी: - 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, (चौथी से सातवीं मंजिल), नौरोजी नगर, नई दिल्ली-110029
World Trade Centre, Tower-F, (4th to 7th Floor), Nauroji Nagar New Delhi - 110029



**Terms and Condition of Engagement (Hiring) of
Consultant (Retired Government/PSU /Autonomous Body/Statutory Body) on
Contract Basis in Telecom Regulatory Authority of India (TRAI)**

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 the age of 65 years.

2. General Conditions and Remuneration:

**2.1. Consultant (Retired Government/PSU /Autonomous Body/Statutory Body
Servant):**

Consultant (Retired Government/PSU /Autonomous Body/Statutory Body Servant) may be engaged in various disciplines as per requirement of Divisions of TRAI. The position, experience, age limit, remuneration, etc. of the Consultants to be engaged (hired) on contract basis by TRAI are as under:

TABLE-I

S. No.	Category	Minimum experience [^] (number of completed Years)	Upper age limit [^] (years) as on date of issue of vacancy Circular	Monthly Remuneration (Rs.)	Transport Allowance (per month) ^{**} (Rs.)
	(1)	(2)	(3)	(4)	(5)
(a)	For Govt. Servants Retired from Pensionable Organizations				
	Consultant retired from Pensionable Organization.	As per requirement against vacancy Circular issued by TRAI	64 years	See Table -II	
(b)	For Govt. Servants Retired from DoT PSUs				
	Consultant retired from DoT PSU.	As per requirement against vacancy Circular issued by TRAI	64 years	See Table -II	
(c)	For Govt. Servants Retired from Non-Pensionable Organizations including PSU/Autonomous Body / Statutory Body etc.##				
	Consultant retired	As per requirement	64 years	An amount equivalent	8000/-



S. No.	Category	Minimum experience ^{^ss} (number of completed Years)	Upper age limit ^{^^} (years) as on date of issue of vacancy Circular	Monthly Remuneration (Rs.)	Transport Allowance (per month) ** (Rs.)
	(1)	(2)	(3)	(4)	(5)
	from Non-Pensionable Organizations including PSU/ Autonomous Body / Statutory Body etc.	against vacancy Circular issued by TRAI		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.	(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 Expenditure OM No. 03-25/2020-E.III(A)/ Pt dated 18.10.2023	Central Govt. retirees under the NPS.	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.

**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 up to 70 years shall be with the approval of Chairperson TRAI keeping in view the candidate's good*

D. Adani

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.

^{\$\$}Vigilance 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 Consultant 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 Consultant. As such, nothing within or relating to the contract shall establish the relationship of employer and employee between TRAI and the Consultant. During the contract period or thereafter, the Consultant shall not claim to be an employee of TRAI. The Consultant shall mandatorily give an undertaking in this regard, as per **Annexure-I**, while entering into contract with TRAI.

3.2. Standards of Conduct:

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant to submit a good health certificate from a registered Physician at the time of entering into the contract.



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 Consultant for proper and smooth discharge of her/ his duties. Such equipment and facilities provided to the Consultant shall be returned by the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant 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 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 Consultant 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:

5.1. Consultant: As per her/ his entitlement of the substantive post held by her/ him at the time of retirement, subject to upper limit of entitlement as admissible to Joint Advisor in TRAI.

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

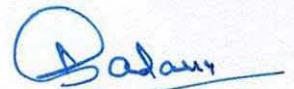


to next year, in case of any extension of the contract.

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 Consultant proves to be false or if he/ she is found to have willfully suppressed any material information, the contract shall be liable to be terminated, and TRAI may take such other action as deemed necessary.
9. 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.
10. **Compensation:** In the event of death or grievous injury to the Consultant during the course of her/ his duties, compensation, in any form, shall neither be payable to the Consultant nor to her/ his dependents. It shall be the sole responsibility of the Consultant to take adequate insurance policy to safeguard her/ his interest.



(Durgendra Jadaun)
SRO(HR)