



मिसिल क्रमांक.ए-25/4/(20)/2024-प्र. एवं का.(कंप्यूटर नं.14472)

दिनांक: 16 दिसंबर, 2024

रिक्ति परिपत्र संख्या: सी-07/2024-25

भादूविप्रा मुख्यालय, नई दिल्ली में वरिष्ठ परामर्शदाता की नियुक्ति के लिए विज्ञापन

भारतीय दूरसंचार विनियामक प्राधिकरण, भादूविप्रा अधिनियम, 1997 के तहत संसद के द्वारा स्थापित एक सांविधिक निकाय है। भादूविप्रा की स्थापना दूरसंचार सेवाओं को विनियमित करने और दूरसंचार क्षेत्र के सेवा प्रदाताओं एवं उपभोक्ता के हितों की रक्षा करने, दूरसंचार क्षेत्र के उचित एवं व्यवस्थित विकास को बढ़ावा देने तथा सुनिश्चित करने और इनसे संबंधित प्रासंगिक मामलों के लिए की गई है। वर्ष 2004 से, भादूविप्रा को प्रसारण एवं केबल सेवाओं के विनियमन से जुड़े कार्य का अधिकार भी सौंपा गया है।

2. भारतीय दूरसंचार विनियामक प्राधिकरण में अनुबंध के आधार पर वरिष्ठ परामर्शदाता के निम्नलिखित पद एवं योग्यता के अनुरूप पात्र भारतीय नागरिकों से आवेदन-पत्र आमंत्रित किए जाते हैं:

भादूविप्रा मुख्यालय के विधि प्रभाग के लिए वरिष्ठ परामर्शदाता:

विभाग का नाम	विवरण	विवरण
विधि प्रभाग	पद का नाम	वरिष्ठ परामर्शदाता (विधि)
	आवश्यक परामर्शदाताओं की संख्या	01
	समय सीमा जिसके लिए परामर्शदाता को नियुक्त किया जाना है	01 वर्ष [भादूविप्रा की आवश्यकता और परामर्शदाता के प्रदर्शन के आधार पर आगे बढ़ाया जा सकता है]
	आयु सीमा	रिक्ति परिपत्र की तिथि को 63 वर्ष से कम आयु।

पृष्ठ क्र..2 पर जारी

विभाग का नाम	विवरण	विवरण
	मासिक पारिश्रमिक	<p>रु. 1,50,000 - 2,20,000/- (निश्चित) प्रति माह</p> <p>अथवा</p> <p>वरिष्ठ परामर्शदाता का वेतन 'अंतिम आहरित वेतन में से मूल पेंशन घटाकर' तय किया जाएगा।</p> <p>अथवा</p> <p>नई पेंशन योजना से निवृत्त हुए अधिकारियों के मामलों में 'अंतिम मूल वेतन में से अंतिम मूल वेतन का 30 प्रतिशत घटाकर' के आधार पर भारत सरकार, वित्त मंत्रालय, व्यय विभाग द्वारा इस विषय पर जारी दिशानिर्देश के अनुसार तय किया जाएगा, जो भी कम हो।</p> <p>एवं परिवहन भत्ता @ ₹ 7,200/- (निश्चित) प्रति माह या सेवानिवृत्ति के समय लागू दर, जो भी कम हो (निश्चित)।</p>
	शैक्षिक योग्यता	<p>आवश्यक: किसी मान्यता प्राप्त विश्वविद्यालय/संस्थान से विधि में स्नातक की डिग्री।</p> <p>वांछनीय: किसी मान्यता प्राप्त विश्वविद्यालय/संस्थान से विनियामक विधि में कोई अन्य डिग्री/डिप्लोमा/प्रमाणपत्र पाठ्यक्रम</p>
	योग्यता के बाद का अनुभव	<p>आवश्यक:</p> <p>यह पद केंद्र/राज्य मंत्रालय/विभाग/संगठन/स्वायत्त निकाय/सांविधिक निकाय/पीएसयू के सेवानिवृत्त अधिकारियों सहित सभी के लिए खुला है, जिनके पास दूरसंचार और प्रसारण सेवाओं से संबंधित कानूनी मामलों में कम से कम 20 साल का अनुभव और विनियमों और अन्य अधीनस्थ विधानों का मसौदा तैयार करने और उनकी जांच करने, जवाबी हलफनामों/जवाबों/याचिकाओं और कानूनी सलाह देने में पारंगत होना चाहिए। उम्मीदवार को विभिन्न न्यायालयों में दायर मामलों से संबंधित मुकदमेबाजी के प्रबंधन का भी अनुभव होना चाहिए।</p> <p>वांछनीय:</p> <p>दूरसंचार एवं प्रसारण विनियामक कानूनों का ज्ञान एवं अनुभव होना चाहिए।</p>
	कर्तव्यों का प्रकार	<p>विनियमों, टैरिफ आदेशों, निर्देशों और अन्य कानूनी दस्तावेजों का मसौदा तैयार करना और उनकी जांच करना, ट्राई से संबंधित मुकदमों का प्रबंधन, अदालती कार्यवाही में भाग लेना, वकीलों के साथ संपर्क करना, कानूनी मुद्दों की जांच करना और कानूनी सलाह/राय देना तथा वकीलों की नियुक्ति करना और उन्हें ब्रीफिंग करना आदि।</p>

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3. वरिष्ठ परामर्शदाता की सेवाएं भारतीय दूरसंचार विनियामक प्राधिकरण के दिशानिर्देश संख्या ए-25/4/(3)/2021 दिनांक 24 जुलाई, 2023 (प्रतिलिपि संलग्न) के अनुसार शासित होंगी।

4. भादूविप्रा में **वरिष्ठ परामर्शदाता (विधि)** पद के लिए इच्छुक योग्य उम्मीदवार अपना आवेदन **केवल ऑनलाइन मोड के माध्यम से** URL: <https://vacancies.trai.gov.in> पर भेज सकते हैं। अन्य माध्यमों जैसे पोस्ट/ मेल आदि से प्राप्त आवेदनों पर विचार नहीं किया जाएगा। ऑनलाइन मोड के माध्यम से आवेदन प्राप्त करने की अंतिम तिथि **05 जनवरी 2025** है। निम्नलिखित दस्तावेजों की स्व-सत्यापित प्रतियां भी ऑनलाइन आवेदन के साथ अपलोड की जानी हैं:

- (क) शैक्षिक मार्कशीट जिसमें जन्मतिथि का प्रमाण हो।
- (ख) शैक्षिक योग्यता के प्रमाणपत्र।
- (ग) शैक्षिक योग्यता के बाद का अनुभव / नौकरी।
- (घ) पीपीओ (पेंशन योग्य संगठन से सेवानिवृत्त होने की स्थिति में) ।
- (ङ) कोई अन्य उपयुक्त दस्तावेज।

5. अपूर्ण आवेदन पत्रों एवं उपरोक्त 4 (क) से (ङ) में उल्लिखित संबंधित दस्तावेजों के बिना प्राप्त आवेदनों पर विचार नहीं किया जाएगा।



(दुर्गेन्द्र सिंह जादौन)

वरिष्ठ अनुसंधान अधिकारी (प्र. एवं का.)

दूरभाष. 011-26769-631

ईमेल: sroanp@tra.gov.in

सूचना के लिए आंतरिक संचलन:

1. ओएसडी, अध्यक्ष के कार्यालय, भादूविप्रा
2. सदस्य, भादूविप्रा के वरिष्ठ प्रधान निजी सचिव
3. सचिव, भादूविप्रा के वरिष्ठ प्रधान निजी सचिव
4. सभी प्रधान सलाहकार/ सलाहकार, भादूविप्रा [मुख्यालय]।
5. संयुक्त सलाहकार (आईटी) - कृपया परिपत्र को भादूविप्रा की वेबसाइट पर अपलोड करें।
6. उप महानिदेशक (रोजगार), श्रम और रोजगार मंत्रालय, श्रम शक्ति भवन, नई दिल्ली-110001-
कृपया परिपत्र को एनसीएस पोर्टल पर पोस्ट करने के अनुरोध के साथ।
7. नोटिस बोर्ड।



No. A-25/4/(20)/2024-A&P (Comp.14472)

Dated: 16th Dec, 2024

VACANCY CIRCULAR NO. C-07/2024-25

**ADVERTISEMENT FOR ENGAGEMENT OF SR. CONSULTANT AT 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 following position of Sr. Consultant in the Telecom Regulatory Authority of India on contract basis:

SR. CONSULTANT FOR LEGAL DIVISION OF TRAI HQ:

Location	Particulars	Details
Legal Division	Name of the position	Sr. Consultant (Legal)
	Number of Consultant required	1
	Time frame for which the Consultant is to be hired	One year <i>(Further extendable based on requirement of TRAI and performance of the Consultant)</i>
	Age limit	Upper age limit, 63 years as on the date of vacancy circular
	Monthly Remuneration	₹ 1,50,000 – 2,20,000/- (Fixed) per month OR Salary of the Sr. Consultant will be fixed on 'Last pay drawn minus basic pension' basis OR in case of officers retired under New Pension Scheme, their salary will be fixed 'after deduction of 30% of the last basic pay from the last basic pay', as per GOI, Ministry of Finance, Deptt of Expenditure guidelines on the subject, whichever is lower. Plus transport allowance per month ₹ 7,200/- (Fixed) Or rate applicable at the time of retirement, whichever is lower (Fixed)

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Location	Particulars	Details
	Educational qualification	<u>Essential:</u> Bachelor's degree in Law from a recognized University /Institution. <u>Desirable:</u> Any other degree/diploma/certificate course in regulatory law from a recognized University /Institution.
	Post qualification experience	<u>Essential:</u> This position is open to all, including retired officials from Centre/ State Ministry/ Department/ Organization/ Autonomous Body/ Statutory Body/ PSU, should have minimum 20 years of experience in legal matters pertaining to telecom and broadcasting services, well versed in drafting and vetting of regulations and other subordinate legislation, counter affidavits/replies/petitions and rendering of legal advice. The candidate should also have experience in management of litigation involving the cases filed before different courts. <u>Desirable:</u> Knowledge and experience in telecom and broadcasting regulatory laws.
	Nature of duties	The drafting and vetting of regulations, tariff orders, directions and other legal documents, management of litigation involving TRAI, attending Court proceedings, liaisoning with Counsels, examination of the legal issues and rendering of legal advice/opinion and engagement and briefing of Counsels. etc.

3. The services of Sr. Consultant will be governed as per Telecom Regulatory Authority of India Guidelines No. A-25/4/(3)/2021-A&P dated 24th July, 2023 (**copy enclosed**).

4. Eligible candidates desirous to be considered for the position of **Sr. Consultant (Legal)** in TRAI may send their application through **online mode only** on URL: <https://vacancies.trai.gov.in> . The applications received by others means like Post/Mail etc. shall not be considered. The last date for receipt of applications through online mode is **5th January 2025**. The self-attested copies of following documents may also be uploaded with the online application:

- Document showing the date of birth.
- Educational qualification(s).
- Post qualification experience/ employment.
- PPO (*in case of retired from pensionable organization*)
- Any other relevant documents.

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5. Incomplete applications or applications received without supporting documents as mentioned 4 (a) to (e) above shall not be considered.



(D.S. Jadaun)

Senior Research Officer (A&P)

Tel. 011-26769-631

email: sroanp@traigov.in

Internal circulation for information:

1. OSD, O/o Chairperson, TRAI
2. Sr. 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's website.*
6. The Deputy Director General (Employment), Ministry of Labour & Employment, Shram Shakti Bhawan, New Delhi-110001- *with a request to post the same at NCS Portal.*
7. Notice Board.




भारतीय दूरसंचार विनियामक प्राधिकरण
TELECOM REGULATORY AUTHORITY OF INDIA
महानगर दूरसंचार भवन, जे.एल.एन. मार्ग (ओल्ड मिंगो
रोड), जाकिर हुसैन कॉलेज के पास, नई दिल्ली-110002

No. A-25/4/(3)/2021-A&P

Dated: 24th July, 2023

Sub: Guidelines for Engagement (Hiring) of Consultants on contract basis in Telecom Regulatory Authority of India

Please find enclosed herewith consolidated revised guidelines for Engagement (Hiring) of Consultants on contract basis in Telecom Regulatory Authority of India (TRAI).


(Vinay Kumar Goel)
Dy. Advisor (HR)

To

All Principal Advisors/ Advisors, TRAI HQ and Advisors, ROs

Copy to:

1. OSD, Office of the Chairperson, TRAI
2. Sr. PPS to Member, TRAI
3. Sr. PPS to Secretary, TRAI
4. Guard file



भारतीय दूरसंचार विनियामक प्राधिकरण
TELECOM REGULATORY AUTHORITY OF INDIA
महानगर दूरसंचार भवन, जे.एल.एन. मार्ग (ओल्ड मिंटो
रोड), जाकिर हुसैन कॉलेज के पास, नई दिल्ली-110002

वैश्विक कुटुंबकम्
ONE EARTH • ONE FAMILY • ONE FUTURE

No. A-25/4/(3)/2021

Dated: 24th July, 2023

Guidelines for Engagement (Hiring) of Consultants on contract basis in Telecom Regulatory Authority of India.

The appointment of Consultants in the Telecom Regulatory Authority of India (hereinafter referred to as "TRAI") is covered under rule 5 of TRAI (Salary, Allowances and other conditions of Service of the officers and employees) Rules, 2002 dated 25.10.2002 issued by Department of Telecommunications, Ministry of Communications, Government of India. To bring clarity, flexibility, transparency, and uniformity in the engagement, the following guidelines and procedures are prescribed for engagement of Consultants in TRAI, in supersession of the 'Guidelines for Hiring of Consultants on contract basis' issued vide letter No. 10-01/2020-A&P dated: 12.03.2021.

1. Rationale:

1.1. Telecom Regulatory Authority of India, New Delhi is a statutory body set up under Telecom Regulatory Authority of India Act, 1997. TRAI was established with an objective to regulate the Telecommunications Services, to protect the interest of service providers and consumers of the telecom sector, provide a fair and transparent policy environment which promotes a level playing field and facilitates fair competition, thus ensuring orderly growth of the telecom sector. The functions relating to regulation of Broadcasting and Cable Services Sectors have also been entrusted to TRAI since 2004. The Authority, while performing its functions assigned under the Act, requires inputs and support on certain areas in which it does not have adequate in-house expertise or human resource. Thus, it resorts to hiring Consultants who possess the requisite skills.

1.2. The consultants can be hired in cases where there is:

- inadequacy of in-house capability/ capacity of requisite expertise;
- a need to have qualified consultant for providing a specialized high quality service;
- a need for expert advice from a consultant acting independently from any affiliation, economic or otherwise, to avoid conflict of interest;
- a need for transfer of knowledge/ training/ capacity and capability building as a by-product of such engagement;
- a need to acquire information about, identifying, and implementing new methods and systems;

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- (f) a need for planning and implementing organizational change;
- (g) availability of internal capacity/ capability to do the job but there are considerations of economy, speed and efficiency in relation to additional requirement/ commitment/ usage of:
 - (i) Staff/ Management/ Organization;
 - (ii) Technological and Material Resources;
 - (iii) Money and
 - (iv) Time/ Speed of execution.

2. Contractual terms and conditions:

2.1. 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.

2.2. 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.

2.3. Assignment of duties:

The Consultant shall perform the duties assigned to him. The competent authority reserves the right to assign any duty as and when required. No extra/ additional allowance shall be admissible in case of such additional assignment.

2.4. Prohibition of sexual exploitation and abuse:

In the performance of the contract, the Consultant 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.

2.5. Medical clearance and service incurred death and grievous injury:

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

2.6. 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. Any damage or degradation to the equipment, beyond normal wear and tear, shall be administered as per extant rules.

2.7. Confidentiality of documents & information:

The Consultant 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.

2.8. 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.

2.9.1 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.

2.9.2 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.

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2.10. Conflict of interest:

The Consultant is expected to follow all the 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 Consultant 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.

2.11. 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.

3. Terms of Reference:

The Head of Division shall be responsible for ensuring that detailed terms of reference for the engagement of Consultant, describing the work to be performed, are prepared well in advance and submitted to the Administration Division, as per proforma given in **Annexure-II**, in a timely manner, for processing. The terms of reference are mandatory and shall form part of the contract. The terms of reference shall include the duties/ functions to be performed and the outputs to be delivered. The outputs and functions shall be specific, measurable, attainable, result-oriented and time bound.

4. Duration of contract:

4.1. Term of contractual engagement and extension thereof:

The Consultant will be hired for a fixed period of one year, which may be extended on annual basis, subject to a maximum of five years or till the Consultant reaches the age of sixty-five years, whichever is earlier. Such extension shall be granted with the consent of the Consultant and based on review of the performance of the Consultant. The concerned Head of Division will examine the requirement/ suitability of extension of contract of the Consultant and obtain her/ his consent for the same in the proforma given in **Annexure-III** at least thirty days prior to the expiry of the contract and forward the consent of the Consultant, along with its recommendations and Performance Report of the Consultant as per **Annexure-IV**, to the Administration Division for further processing.

4.2. Termination:

TRAI reserves the right to terminate the contract by giving one month's notice, in writing, to the Consultant, without assigning any reason. The Consultant can also seek termination of the contract upon giving one month's written notice to TRAI. However, TRAI may terminate the contract at any time, without prior notice and without assigning any reason, if in its opinion the Consultant 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/ the Consultant 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 remuneration, shall be payable by TRAI/ the Consultant, as the case may be.

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5. Educational qualification, experience, and remuneration:

5.1 Educational qualification and experience:

Indenting Division of TRAI shall provide the information regarding requisite specific educational qualification/ experience [essential as well as desirable] for each position, as per actual requirement of the particular position, as per proforma given in **Annexure-II**, and the same shall be incorporated in the vacancy circular after approval of the competent authority. Only those professionals who have requisite qualification and experience, as prescribed for different positions, will be hired as Consultants.

5.2 General specifications and remuneration:

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

S. No.	Name of the Position	Minimum experience ^{^\$\$} (number of completed Years)	Upper age limit ^{^^} (years)	Monthly Remuneration ^{\$\$@} (Rs.)	Transport Allowance (per month) ^{**} (Rs.)
	(1)	(2)	(3)	(4)	(5)
1	Consultant (Retired Govt. Servants) - Grade I [#]	3 years as Assistant/ PA or on equivalent post	63	50,000/-	3,600/- or Rate applicable at the time of retirement, whichever is lower. (Fixed)
2	Consultant (Retired Govt. Servants) - Grade II [#]	Worked as Under Secretary/ AGM or on equivalent post; or 3 years as Section Officer or on equivalent post	63	65,000/-	7,200/- or Rate applicable at the time of retirement, whichever is lower. (Fixed)
3	Young Professional ^{1###**}	Nil	32	65,000/-	7,200/- (Fixed)
4	Consultant - Grade I ^{##}	3 years	45	80,000 - 1,00,000	7,200/- (Fixed)
5	Consultant - Grade II ^{##}	8 years	60	1,00,000 - 1,50,000	7,200/- (Fixed)
6	Sr. Consultant ^{###}	20 years	63	1,50,000 - 2,20,000	7,200/- (Fixed)

* In general, Consultant will not be allowed to serve beyond the age of 65 years.

\$ In case of retired Government Servants, the remuneration will be restricted in accordance with the Government of India directions issued in this regard from time to time.

#These positions are for retired officials from Centre/ State Ministry/ Department/ Organization/ Autonomous Body/ Statutory Body/ PSU only.

##These positions are open to all, including retired officials from Centre/ State Ministry/ Department/ Organization/ Autonomous Body/ Statutory Body/ PSU, subject to eligibility and other terms & conditions prescribed in these guidelines and relevant directions/ guidelines of Government, if any.

^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 amount of remuneration shall remain unchanged during the duration of the contract. However, if the term of contractual engagement is extended in terms of para 4.1 above, there will be an increment of Rs. 5,000/- for Consultant (Retired Govt. Servants) – Grade I, Rs. 7,000/- for Consultant (Retired Govt. Servants) – Grade II, Rs. 7,000/- for Young Professional, Rs. 8,000/- for Consultant– Grade I, Rs. 10,000/- for Consultant–Grade II, and Rs. 15,000/- for Sr. Consultant in monthly remuneration.

**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. In case, the Central Government revises the transport allowance payable to the Central Government employees, the transport allowance payable to the Consultant will also be revised accordingly. However, no dearness allowance shall be payable on the revised transport allowance.

***Young Professional may be engaged in Technical/ Legal/ Economics/ CA/ CMA/ Other disciplines as per requirement.

6. Selection Process:

6.1. The selection of Consultant shall be made in accordance with the provisions of rule 177-196 of GFR-2017 and as per relevant paras of the Manual for Procurement of Consultancy and Other Services 2017, as amended from time to time.

6.2. The requirement of Consultant for TRAI will be advertised on its website, on the portal of National Career Service (NCS), in at least one National Newspaper (both in Hindi and English), and in Employment News (both in Hindi and English).

6.3. Screening Committee:

The applications received against the advertised positions shall be screened with respect to the eligibility criteria and other requirements by a committee consisting of Sr. Research Officer (A&P), Section Officer (A&P), and any other official to be nominated by Advisor (Administration). The Screening Committee shall submit a report containing, *inter alia*, a statement regarding eligibility of each of the

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candidates for individual advertised position and a summary sheet containing various details/ parameters of all the candidates. The report of the Screening Committee will be submitted for the approval of Advisor (Administration). The Screening Committee shall submit the applications of the eligible candidates and the approved report of the Screening Committee to the Shortlisting Committee, to be constituted from time to time, for various advertised positions of Consultant in TRAI.

6.4. Shortlisting Committee:

Depending on the number of applications received, a Shortlisting Committee may be constituted by Secretary, TRAI to shortlist applicants for interaction to be held with the Selection Committee. The Shortlisting Committee shall consist of minimum three members and shall be headed by an Advisor level officer to be nominated by Secretary, TRAI. Joint Advisor (HR)/ Deputy Advisor (HR) shall be the convener of the Shortlisting Committee. Other members of the Shortlisting Committee shall be officers of Joint Advisor/ Deputy Advisor level, preferably from the indenting Division of TRAI, to be nominated by Secretary, TRAI.

The Shortlisting Committee will examine the applications in respect of experience, education, and other details and recommend a panel of candidates for interaction with the Selection Committee. While shortlisting the panel for interaction, the Shortlisting Committee may take into account, *inter alia*, the following parameters, either separately or in combination thereof:

- (a) Score/ Performance of the candidate in various post-Graduation National-level Competitions/ Examinations such as GATE/ CAT/ NET/ CA/ CMA/ CS/ PG-CLAT etc.
- (b) Educational Qualification other than Essential Qualification
- (c) Professional Trainings/ Courses/ Certificates
- (d) University/ College/ Institution attended such as IISc/ IIT/ NIT/ IIM/ IIIT/ NLU/ C-DAC/ Centrally funded Universities or Institutions/ etc.
- (e) Total completed years of experience as on date of vacancy circular
- (f) Nature of previous employment such as regular/ temporary/ contractual/ internship/ etc.
- (g) Earlier employer such as Centre or State Government/ Autonomous Bodies/ Statutory Bodies/ PSUs/ MNCs/ Private Corporates of repute/ Self-employed/ etc.
- (h) Publications [Technical*/ non-Technical] [*here 'Technical' means directly related to or relevant to the domain of education/ experience/ expertise of the candidate]
- (i) Marks obtained in Graduation/ Masters
- (j) Projects/ internship done during formal education

The Shortlisting Committee may devise its own method for shortlisting the candidates. However, the method/ criteria should be objective and clearly defined in the report of the Shortlisting Committee. Few samples are given in **Annexure-V** for ready reference. The report of the Shortlisting Committee should explicitly mention all the parameters considered for shortlisting the candidate, weightage assigned to each parameter, the score obtained by each candidate, and list of all candidates sorted as per score obtained.

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The report of the Shortlisting Committee will be submitted for the approval of the Secretary, TRAI. The approved report of the Shortlisting Committee, the approved report of the Screening Committee, applications of the shortlisted candidates, and other relevant documents, if any, will be submitted to the Selection Committee for further selection process.

6.5. Selection Committee:

Selection Committee shall be constituted from time to time for recommending panel of candidates for contractual engagement against various advertised positions of the Consultant in TRAI. The Selection Committee shall consist of minimum three members and shall be headed by Secretary, TRAI or an officer of Principal Advisor level to be nominated by Chairperson, TRAI. Other members of the Selection Committee shall be officers of the level of Advisor/ Joint Advisor/ Deputy Advisor, preferably from the indenting Division of TRAI, to be nominated by Chairperson, TRAI. In case of engagement of Consultant with Legal/ Finance & Economics background, Advisor (Legal)/ Pr. Advisor (F&EA), respectively, shall be part of the Selection Committee, to be nominated by Chairperson, TRAI.

The Selection Committee shall hold interaction with the shortlisted candidates, and recommend a panel of candidates, including wait list, for issuing offer of contractual engagement as Consultant in TRAI. The Selection Committee shall add a parameter pertaining to points obtained in Interaction with the Selection Committee. **The maximum points allotted to Interaction shall not be more than 20% of the total Maximum points (Interaction + other parameters).** The Selection Committee shall take into account, *inter alia*, the score obtained by each candidate as per the report of the Shortlisting Committee (or score assigned by selection committee in cases where no shortlisting committee formed) and performance of the candidate in interaction with the Selection Committee to arrive at the final list of candidates sorted as per the final score obtained. The methodology, parameters taken into consideration, and weightage assigned to each parameter to arrive at the final score shall be explicitly mentioned in the report of the Selection Committee. Few samples are given in **Annexure-V** for ready reference.

The panel recommended by the Selection Committee shall be valid for a period of one year from the date of approval of the same by the competent authority.

6.6. TRAI may also adhere to rule 194 of GFR for hiring Consultants from established research organizations. In exceptional cases, individuals may be hired on secondment basis from private institutions/ organizations with the approval of the Chairperson, TRAI.

7. Payment of Remuneration:

7.1. Subject to the provisions of para 8 below, the monthly remuneration and transport allowance, as indicated in para 5.2 above, shall be paid to the Consultant and no other allowances, such as Dearness Allowance and House Rent Allowance, shall be admissible.

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7.2. 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 biometric attendance/ physical attendance to be verified by the concerned Head of the Division. The Consultant shall invariably mark attendance on arrival in the office and at the time of leaving the office. The instructions issued by the Central Government/ TRAI on the subject shall be applicable and the remuneration payable to the Consultant shall be deducted for any absence from duty/ late arrival or early departure from the office.

8. Travelling Allowance:

The Consultant may be required to undertake domestic tours for official purposes, subject to the approval of the competent authority. Retired employee engaged as Consultant may be allowed Travelling Allowance on official tour, if any, as per her/ his entitlement at the time of retirement, subject to upper limit of entitlement as admissible to Joint Advisor in TRAI. The Consultant engaged as Young Professional, Consultant-Grade I, Consultant- Grade II, and Sr. Consultant shall be entitled for Travelling Allowance as admissible to Technical Officer, Senior Research Officer, Deputy Advisor, and Joint Advisor, respectively, in TRAI.

9. Leave:

The Consultant shall be eligible for paid leave of absence @ 1.5 day for each completed month of service under the contract besides the Gazetted holidays. The paid leave cannot be availed in advance, i.e., the Consultant can avail paid leaves only to the extent of leave accumulated for each completed month prior to the date of applying for leave. However, during the last month of the contract, the prescribed leave of 1.5 day for that month may be availed. 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 the next year, in case of any extension of the contract in terms of Para 4.1 above. The cash equivalent of net accumulated leaves shall not be payable under any circumstance. "No work no pay" will be applicable during the period of contract, if more than the prescribed leave is taken. Holidays/ Saturdays/ Sundays falling within continuous leave period shall also be treated as part of the leave. However, holidays/ Saturdays/ Sundays can be prefixed and/ or suffixed to the leaves. No paid leave shall be granted for the period under notice in terms of para 4.2 above. The Consultant shall be liable to pay to TRAI, for any absence during the notice period, the amount equivalent to pro-rata monthly remuneration payable to her/ him by TRAI.

10. 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 TDS/ GST certificate, as the case may be, will be issued. However, TRAI takes no liability for taxes or other contribution payable by the Consultant on payment made under the contract.

11. Authenticity:


If any declaration given or information furnished by the Consultant 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 it may deem necessary.

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12. Relaxation:

Where Chairperson, TRAI 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 guidelines.

13. Consultants, including Sr. Consultants and Young Professionals, engaged under the Guidelines dated 12.03.2021 shall continue to be governed by the terms and conditions of the said Guidelines till the expiry/ termination of their existing contract. However, extension, if any, will be subject to these new Guidelines.


(Vinay Kumar Goel)
Dy. Advisor (HR)

Service Bond, Acceptance of Terms & Conditions of Contract as 'Consultant' in Telecom Regulatory Authority of India (TRAI), Agreement of Confidentiality, and Undertaking

I, _____ (name of Consultant) daughter/ son of Ms./ Shri/ _____ (name of mother/ father) hereby acknowledge and bind myself to the extent that I would serve the Telecom Regulatory Authority of India (hereinafter referred to as "the Authority") for a period of one year/ from to, further extendable in terms of para 4.1 of the Guidelines for Engagement (Hiring) of Consultants, issued vide letter No. A-25/4/(3)/2021-A&P dated 24th July, 2023, if required by and at the discretion of the Authority, with my consent.

I do hereby accept the terms and conditions and other provisions contained in the Guidelines for Engagement (Hiring) of Consultants, issued vide letter No. A-25/4/(3)/2021-A&P dated 24th July, 2023, and duties as per the vacancy circular dated and Offer letter dated, which form the part of this Bond. I agree to serve a notice period of minimum one month if I decide to terminate the engagement before the expiry of contract period.

I do hereby agree to abide by the provisions of the Indian Official Secrets Act, 1923. I shall not divulge the Official information/ documents in my possession, as part of my official duties, to anyone, except for the discharge of the duties assigned to me under this contract, during the term of the contract or thereafter. I shall at all times maintain utmost secrecy of the work related aspects and any classified/ secret information relating to TRAI and shall safeguard the security of all such information/ documents to which I have access during the course of my engagement and shall not disclose such information/ documents without prior approval of TRAI. Further, I shall at all times during the period of the tenure of this contract (a) maintain absolute integrity, (b) maintain devotion to duty, (c) do nothing which is against the interest of work assigned by TRAI. I do hereby undertake that on expiry/ termination of this contract, I shall return to the Authority all the Official documents available with me in any form (written, printed, soft files, software, etc.) and any equipment provided to me by the Authority.

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I do hereby acknowledge and accept that I shall have the legal status of an independent Consultant vis-a-vis the Telecom Regulatory Authority of India and shall not be regarded, for any purpose, as being a staff member or an official of the Authority. I further accept that nothing within or relating to this contract shall establish the relationship of employer and employee between Telecom Regulatory Authority of India and me. I hereby undertake that during the contract period and thereafter, I shall not claim to be an employee of the Authority for the period of the Contract.

Signature of the Consultant: _____

Name: _____

Address: _____

Contact No.: _____

Dated: _____

Witness-1

Signature: _____

Name: _____

Address: _____

Contact

No.: _____

Dated: _____

Witness-2

Signature: _____

Name: _____

Address: _____

Contact No.: _____

Dated: _____

Signature of the Authorized person of TRAI: _____

Name: _____

Designation: _____

Dated: _____

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Proforma for sending requirement of Consultant(s), including Terms of Reference, by the indenting Division to Administration Division

[Refer Para 3 and Para 5 of the Guidelines for Engagement (Hiring) of Consultants dated 24th July, 2023]

S. No.	Particular	Details	Remarks
1	Position of the Consultant		
1A	Discipline (Relevant only for Young Professional) [@]		
2	Essential (Minimum) Educational Qualification*		
3	Desirable Educational Qualification*		
4	Essential Work Experience (Not relevant for Young Professional)*		
5	Desirable Work Experience*		
6	Details of work to be performed/ Nature of Duties * [Please refer Para 3 ('Terms of Reference') of the Guidelines]		

[@]Please write 'Not Applicable' in 'Details' column if the entry at S. No. 1 is other than 'Young Professional'.

*Please ensure that the Essential/ Desirable Educational Qualification and Work Experience are in accordance with the Terms of Reference.

Notes:

1. Information is to be provided for each of the items mentioned above. Any incomplete Proforma (requisition) shall not be processed.
2. The above Proforma is to be provided separately for each Consultant requisitioned for, unless the information provided, as above, matches for multiple requirements. In later case, the number of Consultants required, with the same specifications, may be mentioned in the 'Remarks' column against S. No. 1.
3. The above information shall be included in the vacancy circular.
4. The above information should not be at variance with the specifications prescribed in Para 5.2 of the Guidelines for Engagement (Hiring) of Consultants dated 24th July, 2023 for respective Positions.

This is issued with the approval of _____ (Head of the Division).

Signature: _____

Name: _____

Designation: _____

Dated: _____

To

SRO (A&P)

Consent to extend period of contractual engagement in TRAI

I, _____ (name of the Consultant), presently working as _____, in _____ Division, purely on temporary basis, on contract, for the period from ____/____/____(date) to ____/____/____(date), hereby express my consent for extension of my contractual engagement in TRAI for the period from ____/____/____(date) to ____/____/____(date), on the existing terms and conditions. I agree to sign a fresh contract as per **Annexure-I** of the Guidelines for Engagement (Hiring) of Consultants dated 24th July, 2023 on approval of extension of my contractual engagement in TRAI.

Signature of the Consultant: _____

Name: _____

Division: _____

Intercom No.: _____

Dated: _____

Ad

TELECOM REGULATORY AUTHORITY OF INDIA

Performance Report of the Consultant for extension of his/ her contractual engagement period in TRAI

The performance of _____ (name of the Consultant), presently working as _____, in _____ Division, since _____ (date), on contract, purely on temporary basis, during his/ her posting in the Division is **satisfactory/ not satisfactory**. Extension of his/ her contractual period for further period from _____ to _____ (not more than one year) is **recommended/ not recommended**. Detailed justification for recommending the extension, details of work done, initiatives taken by the Consultant, etc. in respect of above Consultant are enclosed [strike-off if the extension is not recommended].

Signature of the Head of Division: _____

Name: _____

Designation: _____

Dated: _____

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Samples of Shortlisting/ Selection Criteria for various Positions of Consultants**(I) Young Professional (Discipline: Technical - ECE)****Essential Qualification: BE/ BTech (Electronics/ Communications/ Telecommunications or a combination thereof)**

S. No.	Parameter	Range of values	Points
1	Additional Educational Qualification@	ME/ MTech	3
		MBA	2
		PhD	5
		Maximum Points	5
2	GATE All India Rank (in last two GATEs)#	0-1000	5
		1000-10000	3
		10000-20000	1
		Maximum Points	5
3	University/ Institute for Graduation/ Masters/ PhD@	IISc/ IIT/ IIM	5
		IIIT/ NIT/ Centre-funded Institute or University	3
		State Government funded Institute or University	2
		Institute or University with rank 1-100 as per latest NIRF	4
		Maximum Points	5
4	Work Experience (completed number of years)	1	1
		2	3
		3 or more	5
5	Marks in Graduation*	60% and above	3
		70% and above	4
		80% and above	5

@Highest points for any of the degrees i.e., Masters/ PhD are to be given in case of multiple degrees.

Points are to be given for best rank out of multiple GATE attempts.

CGPA will be converted into marks as follows: Equivalent Marks = (100/A)[CGPA on scale of A]

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(II) Young Professional (Discipline: Technical – CS)

Essential Qualification: BE/ BTech (CS/ IT)

S. No.	Parameter	Range of values	Points
1	Additional Educational Qualification@	ME/ MTech	3
		MBA	2
		PhD	5
		Maximum Points	5
2	GATE All India Rank (in last two GATEs)#	0-1000	5
		1000-10000	3
		10000-20000	1
		Maximum Points	5
3	University/ Institute for Graduation/ Masters/ PhD@	IISc/ IIT/ IIM	5
		IIIT/ NIT/ Centre-funded Institute or University	3
		State Government funded Institute or University	2
		Institute or University with rank 1-100 as per latest NIRF	4
		Maximum Points	5
4	Work Experience (completed number of years)	1	1
		2	3
		3 or more	5
5	Marks in Graduation*	60% and above	3
		70% and above	4
		80% and above	5

@Highest points for any of the degrees i.e., Masters/ PhD are to be given in case of multiple degrees.

Points are to be given for best rank out of multiple GATE attempts.

*CGPA will be converted into marks as follows: Equivalent Marks = $(100/A) \times [CGPA \text{ on scale of } A]$

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(III) Young Professional (Discipline: Technical – DS)

Essential Qualification: BE/ BTech (Data Science/ Data Analytics or CS/ IT with Data Science/ Data Analytics) Or MTech (Data Science/ Data Analytics)

S. No.	Parameter	Range of values	Points
1	Additional Educational Qualification@	ME/ MTech (Data Science/ Data Analysis)\$	5
		ME/ MTech (any other discipline)	3
		MBA	2
		PhD	5
		Maximum Points	5
2	GATE All India Rank (in last two GATEs)#	0-1000	5
		1000-10000	3
		10000-20000	1
		Maximum Points	5
3	University/ Institute for Graduation/ Masters/ PhD@	IISc/ IIT/ IIM	5
		IIIT/ NIT/ Centre-funded Institute or University	3
		State Government funded Institute or University	2
		Institute or University with rank 1-100 as per latest NIRF	4
		Maximum Points	5
4	Work Experience (completed number of years)	1	1
		2	3
		3 or more	5
5	Marks in Graduation*	60% and above	3
		70% and above	4
		80% and above	5

@Highest points for any of the degrees i.e., Masters/ PhD are to be given in case of multiple degrees.

\$These points will not be awarded if MTech (Data Science/ Data Analytics) is essential qualification.

Points are to be given for best rank out of multiple GATE attempts.

CGPA will be converted into marks as follows: Equivalent Marks = (100/A)[CGPA on scale of A]

(IV) Young Professional (Discipline: Legal)

Essential Qualification: LLB

S. No.	Parameter	Range of values	Points
1	Additional Educational Qualification	LLM	1
		MBA or any other Masters degree in Telecom and Finance	1
		Maximum Points	2
2	Ranking of University/ Institute for Graduation as per latest NIRF	Rank 1 to 5	5
		Rank 6 to 10	4
		Rank 11 to 20	3
		Rank 21 to 50	2
		Rank 51 to 100	1
3	(A) Work Experience 'NOT' in Telecom/ Broadcasting Sectors (completed number of years)^	1	1
		2	2
		3 or more	3
	(B) Work Experience in Telecom/ Broadcasting Sectors (completed number of years)^	1	2
		2	4
		3 or more	6
	Work Experience^	Maximum Points	6
4	Marks in Graduation [LLB/ BA-LLB (Hons)/ BCom-LLB (Hons)/ etc.]*	60% and above	4
		70% and above	6
		80% and above	8
		90% and above	10

^For the portion of work experience in Telecom/ Broadcasting Sectors, points will be given as per S. No. 3(B). For the portion of work experience **NOT** in Telecom/ Broadcasting Sectors, points will be given as per S. No. 3(A). Total Maximum Points for Work Experience will be 6.

CGPA will be converted into marks as follows: Equivalent Marks = (100/A)[CGPA on scale of A]

(V) Young Professional (Discipline: Economics)

Essential Qualification: Master's in Economics

S. No.	Parameter	Range of values	Points
1	Additional Educational Qualification@	MBA	3
		Any other Masters	2
		PhD	5
		Maximum Points	5
2	NET Performance	UGC-NET Qualified (in any stream)	3
		Qualified for Junior Research Fellowship (JRF)	5
		Maximum Points	5
3	University/ Institute for Graduation/ Masters/ PhD@	IISc/ IIT/ IIM/ Centre-funded Institute or University	5
		State Government funded Institute or University	2
		Institute or University with rank 1-100 as per latest NIRF	4
		Maximum Points	5
4	Work Experience (completed number of years)	1	1
		2	3
		3 or more	5

@Highest points for any of the degrees i.e., Masters/ PhD are to be given in case of multiple degrees.

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(VI) Young Professional (Discipline: CA)

Essential Qualification: CA

S. No.	Parameter	Range of values	Points
1	Additional Educational Qualification@	MBA	5
		Any other Masters	2
		PhD	5
		Maximum Points	5
2	Marks in Graduation*	80% and above	2
		90% and above	5
3	Marks in CA [Aggregate of Inter and Final]	55% and above	2
		60% and above	5
4	Number of Attempts to clear CA Final Group 1	Two attempts	3
		One attempt	5
5	Number of Attempts to clear CA Final Group 2	Two attempts	3
		One attempt	5
6	University/ Institute for Graduation/ Masters/ PhD (other than CA)@	IISc/ IIT/ IIM/ Centre-funded Institute or University	5
		IIIT/ NIT/ NLU	3
		State Government funded Institute or University	2
		Institute or University with rank 1-100 as per latest NIRF	4
		Maximum Points	5
7	Work Experience (completed number of years)	1	1
		2	3
		3 or more	5

@Highest points for any of the degrees i.e., Masters/ PhD are to be given in case of multiple degrees.

*CGPA will be converted into marks as follows: Equivalent Marks = $(100/A) \times [CGPA \text{ on scale of } A]$

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(VII) Young Professional (Discipline: CMA)

Essential Qualification: CMA

S. No.	Parameter	Range of values	Points
1	Additional Educational Qualification@	MBA	5
		Any other Masters	2
		PhD	5
		Maximum Points	5
2	Marks in Graduation*	80% and above	2
		90% and above	5
3	Marks in CMA [Aggregate of Inter and Final]	55% and above	2
		60% and above	5
4	Number of Attempts to clear CMA Final Group 1	Two attempts	3
		One attempt	5
5	Number of Attempts to clear CMA Final Group 2	Two attempts	3
		One attempt	5
6	University/ Institute for Graduation/ Masters/ PhD (other than CMA)@	IISc/ IIT/ IIM/ Centre-funded Institute or University	5
		IIT/ NIT/ NLU	3
		State Government funded Institute or University	2
		Institute or University with rank 1-100 as per latest NIRF	4
		Maximum Points	5
7	Work Experience (completed number of years)	1	1
		2	3
		3 or more	5

@Highest points for any of the degrees i.e., Masters/ PhD are to be given in case of multiple degrees.

*CGPA will be converted into marks as follows: Equivalent Marks = $(100/A) \times [CGPA \text{ on scale of } A]$

Notes:

1. Points awarded for a particular parameter shall be restricted to the respective 'Maximum Points', if any.
2. Above sample criteria are indicative only. Shortlisting/ Selection Committee may devise its own criteria.