
Fifth Assembly of International Solar Alliance
18 October 2022
New Delhi, Republic of India

20 September 2022

Agenda Item 18

Proposal for Policy for Procurement of Consultants at the ISA Secretariat

Summary

The Working Document presents the proposal for a policy for procurement of consultants at the ISA Secretariat. The Fifth Assembly of ISA is invited to review the proposed Policy and consider its approval.

Proposal for Policy for Procurement of Consultants at the ISA Secretariat

Background

Currently, the ISA Secretariat has 21 consultants. As the ISA is progressing on its recruitment drive, and staff has started onboarding, the need for consultants will change. ISA, even after the on-boarding of the staff will continue to require expertise in specific areas/projects/programmes and will also require consultants for work of temporary nature. Hence there is a need for a more structured policy for the procurement of consultants. This note proposes such a policy.

Need for Revision

As the new policy for procurement of consultants is implemented, the consultants under an existing contract with the Secretariat will be allowed to complete their tenure as per the terms and conditions specified under their existing contract and no extension will be provided.

Salient Features of Proposed Policy for Procurement of Consultants

The proposed Policy (enclosed as Annexure 1) envisages:

1. All consultants will be procured through an open, transparent and competitive process initiated on the request of Cluster/Unit heads and processed by the Human Resources and Procurement Sections.
2. The individual shall be an authority or specialist with skills, knowledge, expertise, and/or experience not available within ISA.
3. Consultants will be distinguished on the basis of tenure of their services at ISA i.e. Short Term and Long-term based on their Terms of Reference. Short-term consultant's services may be used up to a total of 6 months and in rare cases can be extended up to 11 months per calendar year. Long-term Consultants' services may be used normally for a period of 6 to 12 months with the possibility of an extension in rare case to 1 more year over the initial period of engagement based on the need, budgetary resources, and performance.
4. The remuneration of consultants will be determined with the approval of the President, ISA Assembly.
5. The maximum age limit for all categories of consultants will be 65 years. However, engagement beyond 65 years and up to 68 years could occur with the approval of the President ISA Assembly. Consultants whose assignments require travel and who are over 62 years of age are required, at their own cost, to undergo a full medical examination by a doctor authorised to do so in the country of medical examination.
6. At any given point of time, the total strength of staff, officers on secondment and consultants who are appointed and paid by the ISA budget will not exceed 40 percent of the total number of regularly sanctioned staff at the time of hiring of consultants. In addition, the services of 2 support staff per cluster subject to maximum of 10 support staff for the ISA Secretariat may be secured through an outsourcing agency. These

support staff would handle IT/data operator services, cluster administration and updation of actions in the ERP system, and other jobs assigned by the Chief of Cluster.

Next Steps

The Fifth Assembly of ISA is requested to consider the proposed Policy for procuring the services of consultants and consider its approval. The Assembly is also requested to mandate the Secretariat to implement the proposed policy upon review and guidance received by the Fifth Assembly of ISA. Subject to the approval of the Fifth Assembly, the necessary changes to the Staff Regulations and Rules will be undertaken to implement the Consultant Policy.

Annexure 1

Policy on Engagement of Individual Consultants

1. Purpose of the Policy

The purpose of this policy is to outline the following -

- 1.1 procedures for contracting the temporary services of individuals as consultants
- 1.2 the terms and conditions governing the Consultants

2. Definition of Consultants

Consultants are defined as individuals who are recognised specialists or experts contracted by ISA to render services in a consultative or advisory capacity

- 2.1 **Long-term consultants** are Consultants engaged initially for a period of 6 to 12 months and whose services are extendable by one year over the period of initial engagement with the approval of Director-General.
- 2.2 **Short Term consultants** are consultants engaged initially for a period of 3 months to 6 months and whose services are extendable up to a maximum duration of 11 months including the initial period with the approval of Director-General.

3. Requirements for the use of Consultant Contracts

The individual should have specialist skills and knowledge. The services to be rendered may be provided either at ISA headquarters or outside.

In addition, the following conditions should be met before hiring a consultant:

- 3.1 The assignment does not duplicate work already carried out by regular staff.
- 3.2 The assignment clearly relates to activities needed in ISA's programme, projects, and administrative work.
- 3.3 The consultant is an authority or specialist with skills, knowledge, expertise, and/or experience not available within ISA.
- 3.4 The individual will not be normally required to perform functions as a staff member, normally has no supervisory responsibilities and does not have the authority to commit to the ISA financially.
- 3.5 The individual holds only one ISA contract at any one time.
- 3.6 The costs of contracting the consultant are covered within the existing budgetary resources.
- 3.7 At any given point of time, the total strength of staff, officers on secondment and consultants who are appointed and paid by the ISA budget will not exceed 40 percent of the total number of regularly sanctioned staff at the time of hiring of consultants. In addition, the services of 2 support staff per cluster subject to maximum of 10 support staff for the ISA Secretariat may be secured through an outsourcing agency. These support staff would handle IT/data operator services, cluster administration and updation of action in the ERP system, and other jobs assigned by the Chief of Cluster.

4. Terms of Reference of Contract

The Chief of Unit should establish a clear, detailed description of the assignment to be undertaken, giving specific terms of reference as a basis for determining the level of assignment and the appropriate level of remuneration.

4.1 The terms of reference should include the following:

4.1.1 Hiring Office (Cluster/Unit)

4.1.2 Purpose of consultancy

4.1.3 Scope of work: description of services, activities, or output

4.1.4 Duration, place where services are to be delivered, delivery dates

4.1.5 Details on how work will be delivered

4.1.6 Monitoring and progress control, including reporting requirements, periodicity, format, and deadlines

4.1.7 Expected travel

4.1.8 The duties and responsibilities of the assignment, including targets and objectives and achievements and deliverables.

4.1.9 The skills, competencies, knowledge, and experience required.

4.1.10 Performance indicators, as needed.

4.1.11 Budgetary approval: The Hiring Office must prepare a full consultant cost estimate in accordance with Para 16. The Estimate should include the anticipated fee, the expected cost of any official travel required and any other incidental expenses. The Hiring Office should then present the matter and take due approval from the Director-General.

5. Selection Process

5.1 The request for hiring needs to be submitted to the Chief of Operations with copy to HR Section by the respective Chief of Unit/Hiring Manager as the case may be. The Chief of operations seeks due approval Director-General for hiring purposes.

5.2 The Hiring Office must submit the Terms of Reference for the Selection Process.

5.3 A vacancy announcement (VA) based on the Terms of Reference (TOR) must be posted internally and externally in the same manner as for a post vacancy and remain open for at least fourteen calendar days as per UN norms.

5.4 The maximum age limit for all categories of consultants will be 65 years. However, engagement beyond 65 years and up to 68 years could be resorted to with the approval of the President of ISA Assembly.

5.5 Consultants whose assignments require travel and who are over 62 years of age are required, at their own cost, to undergo a full medical examination by a doctor authorised to do so in the country of medical examination prior to taking up their assignment.

- 5.6 The Human Resource section should establish a Search cum Selection Panel with a minimum of three persons, paying due regard to the diversity of the panel members. When deemed necessary external experts can be invited to the panel.
- 5.7 The HR section should ensure the academic and professional credentials of the prospective consultant have been verified and documented before issuing the contract.
- 5.8 The selection process will be concluded with
 - 5.8.1 An Interview report with the vacancy announcement
 - 5.8.2 Completed ISA Personal details form of the proposed candidates under consideration.
 - 5.8.3 Summary, recommendation and justification for recruitment, by the search and selection committee.
- 5.9 The final approval of the appointment of consultants will be given Director General.
- 5.10 If fewer than three candidates are considered for interview, a reasoned and documented justification should be made to the Director-General, who has final decision-making authority in all the selections.

6. Determination of the Level

The categories and remuneration of consultants shall be fixed by the Director-General after obtaining approval of the President of the General Assembly.

7. Approval of Contracts

- 7.1 All contracts require prior approval by or on behalf of the Director-General and certification of funding.
- 7.2 Assignments should not begin, or payment made till a contract has been properly signed by all parties.

8. Additional Conditions Relating to Travel

- 8.1 All contracts require that the consultant signs a statement that he/she is medically fit to undertake the assignment and/or to travel and that inoculations or other medical precautions that may be required for travel have been made.
- 8.2 If the consultant is required to travel on ISA's behalf, internationally/nationally will have the travel entitlements as per the ISA travel policy. Consultants whose assignments require travel and who are over 62 years of age are required, at their own cost, to undergo a full medical examination by a doctor authorised to do so in the country of medical examination.

9. Legal Status of Consultants

- 9.1 Consultants are not staff members under the ISA Staff Regulations and Rules. They serve in their personal capacity and not as representatives of a government or of any other authority external to the ISA.
- 9.2 If required to travel on ISA's behalf, they may be issued with travel certificates to facilitate travel.

- 9.3 Although the Consultants shall not have the status of a ISA staff member, during the term of their Contracts, the Consultants shall be obligated, pursuant to the terms of the Contracts, to comply with the standards of conduct set forth in the ISA Code of Conduct, the Financial Regulations and Procedures, and other regulations, rules, directives, policies, guidelines, procedures and/or instructions of ISA, as amended from time to time. Further, each Consultant shall be required to complete and submit to ISA declarations referenced in the Code of Conduct. For purposes of their respective Contracts, all references to Staff in the Code of Conduct, the Declarations form, the Financial Regulations and Procedures, and other regulations, rules, directives, policies, guidelines, procedures and/or instructions of ISA shall be indicated to be construed to refer to both Staff and Consultants.
- 9.4 A Consultant is not entitled to any right, benefit, payment, or compensation that is not expressly contained in the contract.

10. Obligations

- 10.1 Consultants shall neither seek nor accept instructions regarding the services performed for the ISA from any Government or from any authority external to the ISA.
- 10.2 During the period of engagement for the ISA, consultants may not engage in any activity that is incompatible with the discharge of their duties under the contract. Specifically, they may not enter into any other contract for consultancy services with any other organisation or individual. A consultant will be required to sign the conflict-of-interest document.
- 10.3 Consultants are required to exercise the utmost discretion in all matters of official business relating to the ISA.
- 10.4 Consultants may not communicate at any time to any other person, Government, or authority external to the ISA any information known to them by reason of their association with the alliance, which has not been made public, except in the course of their duties or by authorization of the Director-General or his designate; nor shall consultants at any time use such information to private advantage.
- 10.5 The obligations contained in paragraphs 10.2 – 10.4 above do not lapse upon cessation of their service with the ISA.

11. Title Rights

The ISA shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the alliance by the consultant. At the request of the ISA, the consultant will be required to assist in securing such property rights and transferring them to the ISA in compliance with the requirements of the applicable law.

12. Termination of Contract

The consultancy contract may be terminated by either party before its expiry date by giving notice in writing to the other party. The period of notice is 5 calendar days in the case of agreements for a total period of less than two months and 14 days in the case of agreements for a longer period.

13. Insurance

Consultants are fully responsible for arranging, at their own expense, such as life, health, and other forms of insurance covering the period of their service on behalf of the ISA as they consider appropriate. Consultants are not eligible to participate in the health insurance scheme available to staff members.

14. Taxation

The ISA undertakes no liability for taxes, duty, or other contributions payable by the consultant on payments made under this contract. Long Term Consultants at the ISA Headquarters shall be exempt from Taxation on emoluments paid to them by the ISA as per Headquarters Agreement¹.

15. Leaves

- 15.1 Leave cycle will start and reset as per the rules on 1st January of any calendar year.
- 15.2 Leaves need to be approved by the respective supervisors and sent to the HR section for record purposes on a real-time basis.
- 15.3 No two types of leaves can be clubbed. Saturday, Sunday, and ISA official holidays will not be included in Leave and Sick Leave. Leave rules for the Consultants will depend on the duration of consulting engagement.
- 15.4 Short-term consultants are entitled to unpaid leave with due approval of the Supervisor/ Line manager. Any leave taken without due approval of the Supervisor/Line manager will be treated as an unauthorized absence. The consultant recruited under a short-term agreement will specify a time period as per the nature of the assignment.
- 15.5 Long-Term consultants are eligible for a paid leave of two working days per month, which may be accumulated during the contract period. All leave is expected to be taken within the period of the contract. Also, they are eligible for one-day sick leave per month.
- 15.6 Unused paid leave is not commutable to cash.
- 15.7 Any absence from duty not specifically authorized, including any absence beyond the allowable time-off in accordance with these rules, will be treated as an unauthorized absence and must be charged to unpaid leave.

16. Set out below are guidelines for use to establish the consultant's standard fee level:

- 16.1 The categories and remuneration of consultants shall be fixed by the Director-General after obtaining approval of the President of the General Assembly.
- 16.2 The primary consideration in establishing the level to be assigned to the consultant is the nature of the services to be performed provided by the consultant, i.e. the complexity, difficulty and extent of the work to be performed and the degree of expertise required to accomplish it.

¹The tax exemption will only be applicable to the tax levied by the country in which ISA is headquartered. Long Term Consultants, who are not Indian nationals and have tax liabilities in other countries, will not be reimbursed by ISA for the tax paid by them in their respective countries.

- 16.3 Once the level has been established and the rate determined, additional factors should be taken into account, such as:
- 16.3.1 The estimated time required for the consultant to undertake the work involved as well as the current market rate for comparable work for the speciality concerned, if available, as well as the maximum amount budgeted for the purpose.
 - 16.3.2 The remuneration to be paid should be the minimum amount necessary to obtain the services required by the ISA.
 - 16.3.3 The level of expertise of the consultant must be appropriate to the importance of the services performed.
- 16.4 When travel at the ISA's expense is authorized, daily subsistence allowance at official rates is payable in addition to the fee.
