



GUIDELINES AND PROCEDURE FOR ENGAGEMENT OF YOUNG PROFESSIONALS IN CENTRAL WAREHOUSING CORPORATION

The following guidelines and procedures are being prescribed for engagement of Young Professionals by CWC until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue.

1. **DEFINITIONS:** The following definitions apply for the purpose of the present

1.1 **“Young Professional”** means service providers that are engaged for activities similar to those performed by Consultancy / Service providing firms, when engagement of a full team is not considered necessary. They may be independent experts, not permanently associated with any particular firm, or they may be employees of a firm, engaged on an individual basis. They may also be employees of any agency, institution, or university. They are normally be engaged on assignment/project basis, for project implementation supervision, provision of specific expert advice on a highly technical subject, policy guidance, special studies, compliance supervision, training or implementation monitoring. Young Professionals are not normally engaged for project preparation unless the proposed project is simple and generally, a repeat of an already established and successful project.

2. **CONTRACTUAL TERMS AND CONDITIONS:**

2.1 **Legal Status:** The Young Professionals shall have the legal status of an independent Young Professional vis-a-vis CWC and shall not be regarded, for any purposes, as being either a "staff member" of CWC, or an "official" or “employee” of CWC. Their engagement shall be purely contractual in nature, and determinable at any time at the discretion of the Corporation. Nothing within or relating to the Contract for engagement shall establish the relationship of employer and employee, or of principal and agent, between CWC and the Young Professional. The Young Professionals will be engaged only for a prescribed period and for a specific assignment / project on contract basis. The engagement of Young Professionals is purely contractual in nature and shall never constitute a regular appointment on the rolls of the Corporation. The engagement of a particular person as Young Professional shall not create any right in the favor of such person, and his / her engagement shall continue to be purely contractual in nature, and determinable at any time at the discretion of the Corporation.

2.2 **Standards of Conduct**

2.2.1 The Young Professional shall neither seek nor accept instructions from any authority external to CWC in connection with the performance of their obligations under the Contract. The Young Professional, in respect of their performance of the Contract or otherwise related to their obligations under the Contract, shall not act in a manner that may adversely affect the interests of CWC and the Young Professional shall perform their obligations under the Contract with the fullest regard to the interests of CWC. The Young Professional represents and warrants that they have not and shall not offer any direct or indirect benefit arising from

or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of CWC. The Young Professional shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Contract. In the performance of the Contract, the Young Professional shall comply with the standards of Conduct. Failure to comply with the same shall result in termination of their contract.

2.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Young Professional shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Young Professional acknowledges and agrees that any breach of any of the provisions hereof shall in addition to any other legal rights or remedies available to any person, also result in termination of their Contract. In addition, nothing herein shall limit the right of CWC to refer any alleged breach of the foregoing standards of conduct to the relevant national / state authorities for appropriate legal action.

2.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:

2.3.1 Title to any equipment and supplies that may be furnished by CWC to the Young Professional for the performance of any obligations under the Contract shall vest with CWC, and any such equipment shall be returned to CWC when no longer needed by the Young Professional and in any case, as the conclusion/termination/ expiry of the Contract. Such equipment, when returned to CWC, shall be in the same condition as when delivered to the Young Professional, subject to normal wear & tear and the Young Professional shall be liable to compensate CWC for any damage or degradation of the equipment that is beyond normal wear and tear.

2.3.2 CWC shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Young Professional has developed for CWC under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Young Professional acknowledges and agrees that such products, documents and other materials constitute works made for hire for CWC. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Young Professional under the Contract shall be the property of CWC, shall be made available for use or inspection by CWC at reasonable times and in reasonable places, and shall be treated as confidential, and shall be delivered only to CWC authorized officials on completion of work under the Contract.

2.4 Confidential Nature of Documents and Information: The Young Professional would be subject to the provisions of the Indian Official Secrets Act, 1923. The Young Professional shall not, except with the previous sanction of CWC or in the bona fide discharge of his or her duties, publish a book or an article or a compilation of articles or participate in radio broadcast or contribute an article or write a letter in any newspapers or periodical either in his own name or anonymously or pseudonymously in the name of any other person or indulge in any other form of publication, if the subject matter of such book, article, broadcast, letter or other publication relates to the subject matter assigned to him by CWC.

2.5 Use of Name, Emblem or Official Seal of the CWC: Young Professional shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with CWC, nor shall the Young Professional, in any manner whatsoever, use the name, emblem

or official seal of CWC, or any abbreviation of the name of CWC, In connection with its business or otherwise without the written permission of CWC.

2.6 Insurance: The Young Professional shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Young Professional's sole expense, such life, health and other forms of insurance as the Young Professional may consider to be appropriate to cover the period during which the Young Professional provides services under the Contract.

2.7 Travel, Medical Clearance and Service Incurred Death, Injury or illness

2.7.1 CWC may require the Young Professional to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of CWC.

2.7.2 In the event of the death, injury or illness of the Young Professional which is attributable to the performance of services on behalf of CWC under the terms of the Contract while the Young Professional is traveling at CWC expense or is performing any services under the Contract in any offices or premises of CWC or Government of India, the Young Professional or the Young Professional's dependents, as appropriate, shall not be entitled to any compensation from the CWC.

2.8 Force Majeure and other Conditions:

2.8.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Young Professional.

2.8.2 The Young Professional acknowledges and agrees that, with respect to any obligations under the Contract that the Young Professional must perform in or for any areas in which CWC is engaged in, preparing to engage in, or disengaging from any peace-keeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

2.9 Termination: The CWC can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course, it will provide one month's notice to the Young Professional. This period of one month can be dispensed with by CWC at its sole discretion. The Young Professional can also seek for termination of the contract upon giving one month notice to the CWC.

2.10 Audits and Investigations: Each invoice paid by CWC shall be subject to a post- payment audit by auditors, whether internal or external of CWC or by other authorized and qualified agents of CWC at any time during the term of the Contract and also after the expiration or prior termination of the Contract. CWC shall be entitled to a refund from the Young Professional for any amounts shown by such audits to have been paid by CWC other than in accordance with the terms and conditions of the Contract. The Young Professional acknowledges and agrees that, from time to time, CWC may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Young Professional generally relating to performance of the Contract. The right of CWC to conduct an investigation and the Young Professional's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Young Professional shall provide its full and timely cooperation with any such inspections, post- payment audits or

investigations. Such cooperation shall include, but shall not be limited to, the Young Professional's obligation to make available its personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant CWC access to the Young Professional's premises at reasonable times and on reasonable conditions in connection with such access to the Young Professional's personal and relevant documentation.

- 2.11 Settlement of Disputes:** CWC and the Young Professional shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.
- 2.12 Arbitration:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to the Managing Director, CWC for arbitration. The Managing Director, CWC shall provide a panel of 5 names to the Young Professional, for selecting the Sole Arbitrator from the said panel, for the settlement of the controversy.
- 2.13 Conflict of Interest:** The Young Professional shall be expected to follow all the rules and regulations of CWC which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of the Young Professional are not found satisfactory or found in conflict with the interests of the CWC, their services will be liable for discontinuation without assigning any reason.

3. TERMS OF REFERENCE:

- 3.1** The detailed terms of reference describing the work to be performed shall be prepared well in advance of the engagement of the Young Professional and these terms of reference shall form part of the contract.
- 3.2** The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.

4. GENERAL TERMS & CONDITIONS:

- 4.1 Tenure:** Young Professional will be engaged for a period of two years which may be extended by one year at a time up to a maximum period of three years i.e., 2+1 years for providing high quality services on specific projects as per requirement of the Divisions. The extension of period will only be in exceptional circumstances when the engagement of the Young Professional is required for completion of any assigned task / responsibility during their tenure, based on the requirement of the respective Division and with the approval of the Managing Director, CWC.
- 4.2** The engagement of Young Professional is of temporary and purely contractual nature and CWC can terminate the engagement at any time without providing any reasons.
- 4.3** Young Professionals engaged by CWC would not be permitted to take up any other assignment during the period of engagement with CWC.
- 4.4 Number of Young Professionals:** The total number of Young Professionals to be engaged by CWC shall depend on the actual requirement at a particular point of time and the approved number of positions by the Managing Director, CWC.

5. EDUCATIONAL QUALIFICATIONS, AGE, EXPERIENCE AND REMUNERATION:

5.1 Educational Qualification: In general, the following qualifications are required, however any specific Educational qualification as deemed fit in accordance with the requirement of the respective Divisions and duly approved by the Managing Director, CWC shall be prescribed in the notification/ advertisement:-

- a) Two years full time Post Graduate Diploma / Post Graduate Degree in various disciplines as per the requirement of the post advertised/notified.
- b) Regular B.E./B.Tech./LLB/LLM/ and Chartered Accountant/Cost Accountant as per the requirement of the post advertised/notified.

5.2 Experience, Age and Remuneration:

Name of the position	Experience	Upper Age Limit	Remuneration (Rs.)
Young Professional	0 to 3 years*	35 Years	Rs.50,000/-** (consolidated)
Young Professional	More than 3 years*	35 Years	Rs.60,000/-** (consolidated)

** The experience only in the relevant field will be counted, no other experience will be considered. Only the post qualification experience will be considered.*

***The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.*

5.3 Enhancement in Remuneration: The Young Professionals will be entitled for enhancement of remuneration @ 5% every year.

6. TA/ DA: Young Professionals may be required to undertake domestic tours subject to approval of the Controlling Authority and they shall be entitled to TA/DA/Lodging charges as follows:

Name of the position	Experience	TA/DA/Lodging Charges
Young Professional	0 to 3 years	Equivalent to E-2 pay scale posts
Young Professional	More than 3 years	Equivalent to E-3 pay scale posts

7. SELECTION PROCESS:

7.1 The notification for engagement of Young Professionals will be placed/notified on CWC website and Social Media Accounts of the Corporation. A short notice will be published in at least one newspaper (both Hindi and English).

7.2 The applications in respect of Young Professionals will be invited through the CWC in-house online portal.

7.3 The applications received shall be placed before a Screening Committee consisting of 3 members not below the level of Assistant General Manager (E-5), nominated by the Managing Director, CWC.

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

- 7.5 The panel of Shortlisted applications shall be placed before a **Young Professional Selection Committee (YPSC)** nominated from among the Functional Directors, not less than two, by the Managing Director, CWC. If required, below Board Level Officers may also associate as per the subject knowledge, to be nominated by the Managing Director, CWC.
- 7.6 The YPSC shall select suitable candidates based on Personal Interaction and may recommend a reserved panel with a validity of 1 year.
- 7.7 The Candidates shall not be paid TA/DA for attending the Personal Interaction.
- 7.8 **Payment:** The payment will be released by CWC within one week after completion of the month based on the biometric attendance registered by the Young Professionals or on certification by concerned officer in case the Young Professional has been deputed to another place.
8. **LEAVES:** The Young Professionals shall be entitled to leave at the rate of 1 day of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Leave cannot be claimed as of right.
9. **TAX DEDUCTION AT SOURCE:** The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which CWC will issue TDS Certificate(s). Goods and Service Tax, as applicable shall be admissible to the Young Professionals. CWC undertakes no liability for taxes or other contribution payable by the Young Professional on payments made under this contract.
10. **POLICE VERIFICATION:** Police verification of the Young Professionals shall be done. In case the police verification is received as negative, the contract of Young Professional shall cease to exist with immediate effect without any notice.
11. **TRAINING:** After joining, a training and orientation program shall be organized for all the Young Professionals.
12. **RELAXATION:** Where the Managing Director, CWC is of the opinion that it is necessary or expedient so to do, he/she may by order and for reasons to be recorded in writing, relax any of the provisions of these rules.