

Terms & Conditions for engagement of Young Professionals

- a) These guideline are framed for creating an additional resource base of Young Professionals (YP) in JPC, required for shorter periods, and capable of lending their expertise in fields such as Finance & Accounts, Database Management and Human Resource & Administration, so as to enhance the capability and efficiency of JPC as also to meet the requirement of specific initiatives of Steel Industry / Ministry of Steel.
- b) The pool of YPs to be engaged in the above categories may be drawn from open market professionals, as per the criteria indicated in Annexure-I. They would be expected to provide full time service during their period of engagement. Those engaged would not be permitted to take up any other assignment during the period of their engagement with JPC.
- c) The YPs will be engaged under these guidelines on contract basis for a fixed period for providing quality services for specific projects and for specific purposes only and no claim, whatsoever, shall be admissible for regularization/absorption of these personnel in JPC. The YPs should have minimum one year experience relevant to job description and should be below 32 year of age as on the date of advertisement.
- d) The “(YPs)” shall be engaged on contract basis specific to the project or area of work for a limited period up to three years, extendable by another term not exceeding three years depending upon the performance & recommendation of Performance Appraisal Board (PAB). Beyond two terms, continuation may be considered only under exceptional circumstances, on recommendation of PAB with and the approval of Chairperson / Chairman, JPC. It is specifically mentioned that these resource are not meant to supplement the routine secretarial/ ministerial assistance for various offices of JPC. They would be assigned functions with delivery targets/ specified outcomes. These YPs will be able to acquire ground experience and emerge as high quality professionals in due course, equipped with Steel Sector experience for their future career prospects.
- e) The YPs shall be paid an all-inclusive fixed monthly consolidated remuneration of Rs. 60,000/- . An annual enhancement of upto 15% shall be provided during the period of their engagement, subject to performance as certified by Performance Assessment Board. Income Tax will be deducted as per rules.
- f) Professionals having qualifications relevant to the job description would be eligible for being engaged as YPs. Preference would be given for the candidates having passed out from institutions of repute and the stated work experience. Candidates should have good working knowledge of technology based skills on the computer. They should also possess strong communication and interpersonal skills. The requisite qualification as referred in **Annexure-I**.
- g) The requirement would be advertised in 2 (two) leading national dailies of repute. All the applications received in response to the positions advertised will be scrutinized and shortlisted by the Screening Committee in accordance with eligibility and other conditions prescribed. The Screening Committee would recommend panel of eligible candidates for the position. The list of shortlisted candidates shall thereafter be placed before a Selection Committee to make the selection of the candidate for each position announced.
- h) Leave of 8 (eight) days shall be allowed in a year. Maternity Leave shall be allowed as per Statutory Provisions.
- i) TA / DA – YPs shall be allowed 2nd AC train travel during office tour, Reimbursement of Hotel Accommodation of upto Rs. 2000/- per day, transportation charges of upto Rs. 500/- per day, food bills upto Rs. 600/- per day is permissible.

- j) Selection process: The selection of YPs shall be undertaken as per following process i.e.
- i) **Screening Committee:** Scrutinizing of applications received through email and shortlisting the same.
 - ii) **Interview Board:** The Interview Board shall interview the shortlisted candidates and on the basis of qualification, work experience & interview performance, a panel of 3 (three) candidates per position shall be selected, in order of merit. The candidate with the highest score will be issued offer and shall be allowed to join with 30 (thirty) days from date of issuance of offer. Incase of failure to join, the next candidate in order of merit shall be offered. The panel shall have validity of one year. Incase of termination of contract within one year, offer would be made to the next candidate in order of merit. The said YPs shall be posted in Kolkata
- k) JPC has terminate the Contract at any time without advance notice and without providing any reason for it. However is normal course, the engagement of YP can be terminated by either of the parties by giving 30 (thirty) days' notice in advance or payment of one month's remuneration by either side in lieu of 30 (thirty) days' notice period, as the case may be, and the contract would terminate automatically at the end of such period.
- l) The selected Candidate shall have to enter into an agreement for contract with JPC. The YPs shall have the legal status of independent consultant vis-a-vis JPC and shall not be regarded, for any purposes, as being either an employee offered of JPC. Accordingly nothing in this contract shall establish the relationship of employer and employee, or of principal and agent between JPC and the individual.

Standards of Conduct:

1. In General the YPs shall neither seek nor accept instructions from any authority external to JPC in connection with the performance of its obligations under the contract. The YPs shall not take any action in respect of its performance of the contract or otherwise related to its obligations under the Contract that may adversely affect the interests of JPC, and the YPs shall perform its obligations under the Contract with the fullest regard to the interests of JPC. The YPs warrants that it has 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 JPC. The YPs shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the YPs shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the YPs for cause.
2. **Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the YPs shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The YPs acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of JPC to refer any alleged breach of the foregoing standards of conduct to the relevant authorities for appropriate legal action.
3. **Title Rights, Copyrights and Other Proprietary Rights:**
 - Title to any equipment and supplies that may be furnished by JPC to the YPs for the performance of any obligations under the Contract shall rest with JPC , and any such equipment shall be returned to JPC at the conclusion of the Contract or when no longer needed by the YPs. Such equipment, when

returned to JPC, shall be in the same condition as when delivered to the YPs, subject to normal wear and tear, and the YPs shall be liable to compensate JPC for any damage or degradation of the equipment that is beyond normal wear and tear.

- JPC 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 YPs have developed for JPC 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 Contract, and the YPs acknowledges and agrees that such products, documents and other materials constitute works made for hire for JPC. Subject to the foregoing provisions, documents and all other data compiled by or received by the YPs under the Contract shall be the property of JPC, shall be made available for use or inspection by JPC at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to JPC authorized officials on completion of work under the Contract.
4. **Confidential Nature of Documents and Information:** The YPs shall not, except with the previous sanction of JPC or in the bona fide discharge of his or her duties, publish a book 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, if such book, article, broadcast or letter relates to subject matter assigned to him by JPC.
 5. **Use Of Name, Emblem or Official Seal of The JPC:** The YPs shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with JPC, nor shall the YPs, in any manner whatsoever, use the name, emblem or official seal of JPC, or any abbreviation of the name of JPC, in connection with its business or otherwise without the written permission of JPC.
 6. **Insurance:** The YPs 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 YPs's sole expense, such life, health and other forms of insurance as the YPs may consider to be appropriate to cover the period during which the YPs provides services under the Contract
 7. **Travel, Medical Clearance and Service Incurred Death, Injury or Illness:**
 - JPC may require the YPs to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices of JPC.
 - In the event of the death, injury or illness of the YPs which is attributable to the performance of services on behalf of JPC under the terms of the Contract while the YPs is traveling at JPC expense or is performing any services under the Contract in any offices or premises of JPC, the YPs or the YPs's dependents, as appropriate, shall not be entitled to any compensation.
 8. **Force Majeure and other Conditions:**
 - 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 YPs.
 - The YPs acknowledges and agrees that, with respect to any obligations under the Contract that the YPs must perform in or for any areas in which JPC is engaged in, preparing to engage in, or disengaging from any peacekeeping, 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.

9. **Settlement of Disputes:** JPC and the YPs 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.
10. **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 / Chairman JPC for arbitration. Chairperson/Chairman JPC may appoint an arbitrator for the settlement of the controversy.
11. **Conflict of Interest:** The YPs shall be expected to follow all the rules and regulations of the Government of India which are in force. He/she will be expected to display utmost honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of the YPs are not found satisfactory or found in conflict with the interests of the JPC/Government of India, his/her services will be liable for discontinuation without assigning any reason.