



**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED (NHIDCL)**

**SCHEME FOR YOUNG
PROFESSIONALS, EXPERT
PROFESSIONALS, EMPANELMENT OF
PERSON(s) OF EMINENCE**

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SECTION 1: INTRODUCTION

1. **Background:** The National Highways and Infrastructure Development Corporation Limited (NHIDCL) is entrusted with responsibility of development of infrastructure including National Highways in the Northeastern Region (NER), Hilly States, Border & Strategic Areas

It was established on 18-Jul-2014 as a Public Sector Undertaking under Companies Act, 2013, under the aegis of Ministry of Road Transport & Highways (MoRTH), Government of India and started its operation in September 2015. NHIDCL has 13 Regional Offices, 46 Project Monitoring Units and 74 Site Offices.

2. **Objective:** To fulfil its responsibilities, it requires access to a pool of diverse skill sets as per the continuously evolving needs of governance and engineering. For the same, NHIDCL has decided to hire resources from the market. These resources will be from diverse areas such as:

- Engineering Field such as Civil Engineering, Structural Engineering, Project Design & Appraisal, Geo-Technical Engineering
- Project Management such as Construction Management, Infrastructure Planning and Management, Project Management and Monitoring
- Project Planning Activities such as GIS, Geologic Planning, Environment Clearances, Land Acquisition etc.
- Procurement and Contract Management, Finance and Accounts, Public Policy, Law
- Organizational Development such as Performance Management, Training and Capacity Building and IT Applications
- Any other field as required by NHIDCL

3. **Mode of Engagement:** These resources shall be hired through the following three modes of engagement:

- a) **Young Professional Scheme:** Professionals with experience in relevant field to be hired as Senior Consultants / Consultants / Senior Associates / Associates on Full time basis.
- b) **Expert Professional Scheme:** Personnel with experience in relevant field, who have retired from Central or State Governments or Central/ State PSUs or Organizations of Repute as Experts / Senior Experts / Principal Experts on Full time basis.
- c) **Empanelment of Person(s) of Eminence (PoE) Scheme:** Personnel with expertise in relevant field to be empaneled as Experts and engaged as and when required for short-term assignments.

The detailed terms and conditions of engagement of the above three types of professionals are described in subsequent sections. The Competent Authority shall fix the maximum number of persons who will be engaged under each of these modes of engagement.

4. **Definitions:** The following definitions apply for the purpose of this Scheme:

- a) **“Young Professionals or YPs”** means collectively; Senior Consultants or Consultants or Senior Associates or Associates depending upon their experience. Young Professionals or YPs are engaged for similar activities as consultancy/ service providing firms when a full team is not considered necessary. They are in nature of Independent Consultants.
- b) **“Expert Professionals or EPs”** means Experts or Senior Experts or Principal Experts depending upon their experience of working in government or government agencies / authorities and Organizations of Repute. Expert Professionals or EPs are engaged for similar activities as consultancy/ service providing firms when a full team is not considered necessary. They are in nature of Independent Consultants.
- c) **“Person(s) of Eminence or PoE”** are engaged for similar activities as Consultancy Service providing firms when 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 an agency, institution, or university. They are normally engaged for very short term and highly specialized assignments.
- d) **“Board”** means the Board of Directors of NHIDCL.
- e) **“Competent Authority”** for the purpose of these guidelines, would be the MD, NHIDCL or any other official who may have been specifically delegated by the MD for that purpose.
- f) **“Confidential Information”** means information relating to the business, products, customers, clients, vendors, suppliers, business associates (whether past, present or prospective), sales, purchasing, marketing, accounting, techniques, finances, dealing, partnerships, structuring, transactions and affairs of NHIDCL or its affiliates, which is for the time being confidential to them or which is treated as confidential by them (whether or not marked confidential), or information which amounts to a trade secret (including but not limited to formulas, patterns, compilations, devices, methods, product plans, passwords, list of actual or potential customers or suppliers, costs and/or pricing information, sourcing information, marketing plans, fund raising, promotional material, processes, policies, methods, drawings, technical or non-technical data and know-how, data sheet, work methodology, manual of NHIDCL or its affiliates), Intellectual Property Rights, IP Material etc., relating to the business of NHIDCL or any of its clients, customers, suppliers or its affiliates or any information pertaining to NHIDCL and/or its affiliates made available to NHIDCL in his capacity as YP/EP/PoE of NHIDCL or any other position held with NHIDCL.
- g) **“Contract”** shall mean the individual contract between NHIDCL and the YP/EP/PoE.
- h) **“Consulting Services”** shall mean the services being provided by the YPs/EPs/PoE to NHIDCL.

- i) **“Intellectual Property”** means trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, inventions, moral rights, patents, rights of inventorship, all applications, registrations and renewals in connection with any of the above, database rights, know-how, trade secrets, formulas, pattern, method, technique, rights of publicity, privacy and/or defamation, designs and all other intellectual and industrial property rights related thereto anywhere in the world, in each case whether or not registered and including pending applications for such rights and the right to file applications for such rights.
- j) **“IP Materials”** means all documents, software, photographic or graphic works of any type, any other materials in any media or format which are created by the YP/EP/PoE in the course of performing his duties, whether individually or jointly with others, under the Contract and which are protected by or relate to Intellectual Property rights of NHIDCL. IP Materials shall also include all inventions that (i) are developed by the YP/EP/PoE using equipment, supplies, facilities, trade secrets, Confidential Information or proprietary information of NHIDCL, (ii) result from work performed and services rendered by the YP for NHIDCL or otherwise during the Term of the YP/EP/PoE’s relationship or engagement with NHIDCL, or (iii) relate to NHIDCL’s business or actual or demonstrably anticipated research and development.
- k) **“MD”** means Managing Director of NHIDCL.
- l) **“NHIDCL”** means National Highways and Infrastructure Development Corporation Limited.
- m) **“NHIDCL Intellectual Property”** shall mean all Intellectual Property owned by, or licensed to, NHIDCL and disclosed by NHIDCL to the YP/EP/PoE for the purposes of the Contract.
- n) **“Remuneration”** means a consolidated payment in the form of consultancy fees that will be paid by NHIDCL to the YP/EP/PoE as per the terms of engagement.
- o) **“Resource Pool Portal”** is a digital platform where applicants interested in being engaged by NHIDCL can register their profile in the prescribed format and which will be maintained by NHIDCL, or any agency authorized by it. This portal shall be in compliance with the principles of equal access, and open competition and facilitate transparent selection of Young Professionals and Expert Professionals.

SECTION 2: SCHEME FOR YOUNG PROFESSIONALS - SENIOR CONSULTANTS / CONSULTANTS / SENIOR ASSOCIATES / ASSOCIATES

Subject: Guidelines for Engagement of **Senior Consultants / Consultants / Senior Associates / Associates** in National Highways and Infrastructure Development Corporation Limited (NHIDCL) as Young Professionals (YPs)

1. Type and Tenure of Engagement

- 1.1. The Engagements shall be at 4 (four) levels — Senior Consultant, Consultant, Senior Associate, Associate and shall be collectively known as Young Professionals (YPs).
- 1.2. The engagement will be purely on a contractual basis.
- 1.3. The YPs shall have the legal status of an independent consultant vis-à-vis, NHIDCL and shall not be regarded, for any purposes, as being either a 'staff member' or an 'official' or an 'employee' of NHIDCL. Accordingly, nothing within or relating to the individual consultancy contracts between NHIDCL and the YPs or these guidelines shall establish the relationship of employer and employee, or of principal and agent, between NHIDCL and the YPs.
- 1.4. The YPs will be engaged for a fixed period of 2 (two) years which may be extended by 1 (one) year at a time up to a maximum tenure of 3 (three) years, i.e., 2+1 years for providing high quality services on specific projects as per requirement of the verticals/divisions. However, their continuation in their respective positions beyond the first and subsequent years would be contingent on the decision of the **Consultants' Review Committee (CRC)**.

2. Qualification and Experience and Vacancies

Educational Qualifications. In general, the following educational qualifications will be required, subject to any specific qualifications that will be specified in the relevant recruitment advertisement:

Discipline	Qualification
Engineering	Master in Construction management, M.Tech in Structural Engineering /Construction Management or equivalent from IITs, NITs & other institutions having NIRF ranking up to 100 in Engineering category as per the latest ranking
Finance	CA / CMA/ 2-year full time MBA in Finance from IIMs and other institutions having NIRF ranking up to 100 in Management category as per the latest ranking.
Legal	LLB / LLM or Graduate / Postgraduate Degree in Law from National Law Schools and other institutions having NIRF ranking up to 30 in Law category as per the latest ranking.

Human Resources	MBA in HR or equivalent from IIMs or other institutions having NIRF ranking up to 100 in Management category as per the latest ranking.
Information Technology	BE/B.Tech in (Comp.Sci./IT/Networks/Electronics & Communication) or M.Tech in Cyber Security / Network Management or B.Tech +M.B.A from IITs, NITs, IIITs or other institutions having NIRF ranking up to 100 in Engineering / Management category as per the latest ranking
Others (Environment, Geology, Tunnel/Bridge Technology etc.)	Masters' Degree in relevant field

*For the candidates having degrees from universities/institutes from outside India, Times/QS ranking of such universities/institutes shall be considered.

Applicants who meet the above essential qualifications and any other criteria as mentioned in the relevant recruitment advertisement along with the following age criteria would be considered for engagement.

Position	Upper Age Limit (as on Date of issue of Recruitment Advertisement)	Total Post qualification Experience (in Years)
Associate	30	0-2
Senior Associate	40	2-9
Consultant	45	9-15
Senior Consultant	50	15+

3. Selection Process

- 3.1. Engagement of YPs by NHIDCL will be on a rolling basis, as and when requirements arise in various verticals/ divisions. For this purpose, a Resource Pool Portal will be maintained by NHIDCL or its authorized agency throughout the year.
- 3.2. Applicants who wish to apply to NHIDCL pursuant to the recruitment advertisement may register with the Resource Pool Portal and / or submit application through any other method so prescribed by Competent Authority from time to time.
- 3.3. Normally, on a quarterly basis or earlier, if necessary, the Human Resources (HR) division of NHIDCL will identify the exact number of YPs that need to be engaged for specific purposes in various verticals/ divisions.
- 3.4. NHIDCL will at first advertise its requirement, including areas of work/ specializations on its website and in 1 (one) newspaper (English) and encourage interested candidates to submit applications in the prescribed manner, for being considered for engagement as YPs.
- 3.5. In case any of these positions have already been advertised in the past and an adequate pool of applications are available in the Resource Pool Portal, NHIDCL, at its discretion, may decide to fulfill its requirement from the available pool of applicants on the Resource Pool Portal without any further public advertisements.
- 3.6. If adequate number of the profiles in the Resource Pool Portal do not meet the requirements or in order to enhance the pool of candidates, a specific requirement may be advertised for a period of 14 days separately again by NHIDCL at its discretion.
- 3.7. The selection of YPs shall be made on the basis of the internally constituted Screening Committee and Selection Committee.
- 3.8. The Screening Committee will shortlist eligible applicants from the available pool of applicants.
- 3.9. The Screening Committee shall have the following composition:

Executive Director (Technical / Projects/ Administration)	Chairperson
General Manager (HR)	Member
General Manager (Finance)	Member

- 3.10. The Screening Committee shall shortlist the eligible applicants and recommend eligible candidates for consideration by Selection Committee.
- 3.11. The shortlisted applications shall be placed before a Selection Committee which shall have following as its members.

Managing Director	Chairperson
Director in charge of HR & Administration	Member
Director, Technical	Member
Outside Experts (2) *	Member

*Two Outside Subject Matter Experts shall be included in the Selection committee, with the approval of MD, NHIDCL

Note:

1. A member of Selection Committee must be a representative of SC/ST/OBC/PwD/Women community.
2. The Chairperson may nominate any other official or otherwise as the member of the Selection Committee, as per requirement.
- 3.12. Evaluation Criteria, including conduct of Written tests, Personal Interview, Group Discussions etc., shall be approved by the Competent Authority. In absence of any approved Evaluation Criteria, due to paucity of time or otherwise, the Selection Committee may devise its own method for selection of suitable candidates as per the requirement.
- 3.13. The Selection Committee may recommend a panel of names for keeping the same in the **Reserve List**. The Reserve List shall be valid for a period of 3 months from the date of acceptance of recommendation and / or date of new Recruitment Notice for the same position; whichever is earlier.

4. Remuneration and Annual Enhancement

4.1. Remuneration

- a) The remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed. The ranges of remuneration for each of the positions are as given in the table below.

Position	Remuneration per month [#] (Rs.)
Associate (0-2 Years)	70,000-80,000
Senior Associate (2-9 Years)	80,000-1,50,000
Consultant (9-15 Years)	1,50,000-2,75,000
Senior Consultant (15+ Years)	2,75,000-3,50,000

The Remuneration to be paid to the YPs in the form of consultancy fees shall be approved by Competent Authority.

b) Remuneration for any selected candidates shall be fixed, based on the following:

- (i) The range of Remuneration proposed in the above table for the position in which the candidate has been selected.
- (ii) Years of Relevant Experience
- (iii) Last Pay Drawn (Shall be considered only in exceptional cases)

4.2. **Annual Enhancement of Remuneration:** The Remuneration i.e. consultancy fees may be reviewed after completion of every 1 (one) year by the Consultants' Review Committee (CRC) instituted by the Competent Authority on annual basis. Any enhancement of the consultancy fee shall not exceed 5% of the YP's consultancy fees. The decision on enhancement in the Remuneration shall be solely and exclusively of the CRC and NHIDCL shall not entertain any claims / complaints in relation to this decision. The CRC shall frame its own process of performance evaluation.

4.3. **Payment of Termination Allowance.** If the YP provides services for more than 2 years, during which his performance ratings are satisfactory, the CRC may also recommend the payment of a terminal allowance to the YP at the time of exit, which shall not exceed 2 months' remuneration.

5. **Induction:** There shall be an Induction Module of 3 (three) days, which each of the hired YPs shall go through. Further Competent Authority, may prescribe "Competency Tests" at any time; periodic or otherwise, for YPs. The YPs shall be expected to clear the same as per the minimum qualifying marks prescribed.

6. Terms of Reference

The terms of reference ("TOR") 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. Detailed TOR will be drawn by respective divisions in NHIDCL to which YPs are posted. The TOR will be deemed to be part of the contract.

7. Payment

- 7.1. The YPs will be paid monthly Remuneration within 7 (seven) days after completion of the month subject to periodic completion of work certified by the controlling officer.
- 7.2. The income tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at the source before effecting the payment, for which NHIDCL will issue TDS certificates. Individual consultants shall be liable to pay Good and Services Tax, as applicable. NHIDCL undertake no liability for taxes or other contribution payable by the YP on payment made under contract for services provided by such YP.

8. Competent Authority may prescribe a **“State Specific Graduate Scheme” (SSGS)** component under this scheme.

- 8.1. This Component shall be used to hire technical resources from states where NHIDCL is operating.
- 8.2. This Component will be operated only at two levels – Associate and Senior Associate
- 8.3. The engagement shall be State specific and hence, non-transferable. A YP recruited in a particular state under this component will not be eligible for transfer to either another state or to Head Office.
- 8.4. The Evaluation Criteria shall be prescribed keeping in mind availability of well qualified resources, mechanisms adopted for On-Campus Recruitment by Educational Institutions of Repute, number of vacancies etc. in a particular state.
- 8.5. Preference shall be given to persons having educational qualifications from Institutions of National Importance or an institution having rank of upto 100 in its category in the latest NIRF Rankings.
- 8.6. All other terms and conditions of the YP scheme shall apply, mutatis mutandis, to this unless prescribed otherwise.
- 8.7. In normal case, the remuneration for the resources hired under this component shall be as per the terms and conditions of YP Scheme given above. However, in special cases, the competent authority, at its discretion, may decide the remuneration to be higher if continuation of vacancies is leading to sub-optimal performance and / or if the candidate is of exceptional competency.

SECTION 3: SCHEME FOR EXPERT PROFESSIONALS – EXPERTS / SENIOR EXPERTS / PRINCIPAL EXPERTS

Subject: Guidelines for Engagement of **Experts / Senior Experts / Principal Experts** in National Highways and Infrastructure Development Corporation Limited (NHIDCL) as **Expert Professionals (EPs)**

1. General Conditions for Engaging Expert Professionals

- 1.1. The manpower resources under these guidelines will be engaged broadly at three levels, namely, Experts, Senior Experts, and Principal Experts and shall be collectively known as “EPs”, for clarity and distinction.
- 1.2. The pool of EPs to be engaged in various categories may be drawn from amongst the retired employees from central government or state government or enterprises owned / controlled by it including but not limited to public sector enterprises or government functionalities, Organizations of Repute, as per the criteria prescribed by NHIDCL from time to time, in the recruitment notice issued by NHIDCL.
- 1.3. The EPs would be expected to provide only full-time services to NHIDCL during their period of engagement. They would not be permitted to take up any other assignment during the period of their engagement with NHIDCL.
- 1.4. The EPs will be engaged under these guidelines on a contract basis for a fixed period for providing quality services for specific projects and for specific purposes only and no other claim, whatsoever, shall be admissible. These EPs shall be paid lump- sum/consolidated/ all-inclusive remuneration in the form of consultancy fees.
- 1.5. The EPs shall not be regarded, for any purposes, as being either a ‘staff member’ or an ‘official’ of NHIDCL. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between NHIDCL and the Expert Professionals.
- 1.6. EPs will be engaged for a fixed period of 1 (One) year which may be extended by 1 (one) year at a time up to a maximum of 2 (two) years, i.e., 1+1+1 years for providing high quality services in specific domains as per requirement of the verticals/divisions. However, their continuation in their respective positions beyond the first and subsequent years would be contingent on the decision of the **Consultants’ Review Committee (CRC)** instituted by the Competent Authority.
- 1.7. Extension beyond 3 (three) years shall not be considered. The EPs engaged shall be required to execute a Contract with the NHIDCL.

2. Qualification, Experience and Vacancies

- 2.1. Applicants who meet the prescribed qualifications and experience criteria as mentioned in the relevant recruitment notice would be considered for engagement as EPs.
- 2.2. The total number of professionals in the category of EPs at different levels to be engaged by the NHIDCL shall depend on the actual requirement at a particular point in time.
- 2.3. The requirement of EPs at different levels shall be approved by the Managing Director.
- 2.4. An indicative areas/ category for work; where expert professionals are likely to be hired under this scheme is given in Schedule A.

3. Selection Process

- 3.1. Engagement of EP by NHIDCL will be on a rolling basis as and when requirements arise in various verticals/ divisions. For this purpose, a Resource Pool Portal will be maintained by NHIDCL or its authorized agency throughout the year.
- 3.2. Applicants who wish to apply to NHIDCL pursuant to the recruitment advertisement may register with the Resource Pool Portal or submit application through any other method so prescribed by Competent Authority from time to time.
- 3.3. Normally, on a quarterly basis or earlier, if necessary, the Human Resources (HR) division of NHIDCL will identify the exact number of EPs that need to be engaged for specific purposes in various verticals/ divisions.
- 3.4. NHIDCL will at first advertise its requirement, including areas of work/ specializations on its website and in 1 (one) newspaper (English) and encourage interested candidates to submit applications in the prescribed manner, for being considered for engagement as EPs.
- 3.5. In case any of these positions have already been advertised in the past and an adequate pool of applications are available in the Resource Pool Portal, NHIDCL, at its discretion, may decide to fulfill its requirement from the available pool of applicants on the Resource Pool Portal without any further public advertisements.
- 3.6. If adequate number of the profiles in the Resource Pool Portal do not meet the requirements or in order to enhance the pool of candidates, a specific requirement may be advertised for a period of 14 days separately again by NHIDCL; at its discretion.
- 3.7. The selection of EPs shall be made on the basis of internally constituted Screening Committee and Selection Committee
- 3.8. The Screening Committee shall shortlist all eligible applicants from the available pool of applicants. The Screening Committee shall have the following composition:

Executive Director (Technical / Projects/Administration)	Chairperson
General Manager (HR)	Member

General Manager (Finance)	Member
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- 3.9. The Screening Committee shall shortlist the eligible applicants and recommend eligible candidates for consideration by Selection Committee
- 3.10. The shortlisted applications shall be placed before a Selection Committee which shall have following as its members.

Managing Director	Chairperson
Director in charge of HR & Administration	Member
Director, Technical	Member
Outside Experts (2)*	Member

*Two Outside Subject Matter Experts shall be included in the Selection committee, with the approval of MD, NHIDCL

Note:

1. A member of Selection Committee must be a representative of SC/ST/OBC/PwD/Women community.
 2. The Chairperson may nominate any other official or otherwise as the member of the Selection Committee, as per requirement.
- 3.11. Evaluation Criteria, including conduct of Written tests, Personal Interview, Group Discussions etc., shall be approved by the Competent Authority. In absence of any approved Evaluation Criteria, due to paucity of time or otherwise, the Selection Committee may devise its own method for selection of suitable candidates as per the requirement.
- 3.12. The Selection Committee may recommend a panel of names for keeping the same in the Reserve List. The Reserve List shall be valid for a period of 3 months from the date of acceptance of recommendation and / or date of new Recruitment Notice for same position; whichever is earlier

4. Remuneration and Annual Enhancement

4.1. Remuneration:

- a) The remuneration will be inclusive of all applicable taxes and no other facility or allowance apart from the Transport allowance (as decided by the Competent Authority) will be allowed.

- b) The range of remuneration for each of the positions for full-time engagement are as given in the table below.

Designation	Remuneration Bands
In the case of Officers retired from the Central /State Governments/ PSUs/ Autonomous Bodies, Organization of Repute; who are in receipt of Pension from Public Funds	
Principal Expert	Rs.1,50,000-1,75,000/- per month
Senior Expert	Rs.75,000-1,25,000/- per month
Expert	Rs.40,000-60,000/- per month
In the case of Officers retired from the Central /State Governments/ PSU s/ Autonomous Bodies, Organization of Repute; who are not in receipt of Pension from Public Funds	
Principal Expert	Rs.1,75,000-2,00,000/- per month
Senior Expert	Rs.1,25,000-1,50,000/- per month
Expert	Rs.50,000-75,000/- per month
Note: Any variation from the above indicated bands/ levels of remuneration may be approved by a Committee constituted by MD depending upon the merits of any individual case	

The Remuneration to be paid to the EPs in the form of consultancy fees shall be approved by Competent Authority from time to time.

- 4.2. **Annual Enhancement:** The remuneration, i.e. consultancy fees may be reviewed after completion of every 1 (one) year by the Consultants' Review Committee (CRC) instituted by Competent Authority on an annual basis. The decision on enhancement in the remuneration shall be solely and exclusively of the Consultants' Review Committee (CRC), which shall frame its process of performance review and NHIDCL shall not entertain any claims / complaints in relation to the decision of the committee. The Consultants' Review Committee shall, also fix a performance incentive, which shall not exceed 1 months' remuneration of the EPs.

5. Terms of Reference

The terms of reference ("**TOR**") 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. Detailed TOR will be drawn by respective divisions in NHIDCL to which EPs are posted. The TOR will be deemed to be part of the contract.

6. Payment

- 6.1. The EPs will be paid monthly Remuneration within 7 (seven) days after completion of the month subject to completion of work certified by the Controlling Officer.
- 6.2. The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at the source before effecting the payment, for which NHIDCL will issue TDS certificates. EPs shall be liable to pay Good and Services Tax or any other taxes, as applicable. NHIDCL undertake no liability for taxes or other contributions payable by the EPS on payment(s) made under this contract.

Schedule A: Indicative Areas/Categories for Expert Professionals

Sl. No.	Areas/ Categories of Expert Professionals to be Hired
1	Environment and Forest Clearances
2	Tunnels
3	Hill Roads
4	Bridges
5	Public Utilities
6	PPP (Public Private Partnership) including HAM
7	Quality Assurance & Quality Control
8	Cost Control
9	Health, Safety & Environment (HSE)
10	Road Safety
11	Road Asset Management
12	Use of Technology
13	Disaster Management

SECTION 4: SCHEME FOR EMPANELMENT OF PERSON(S) OF EMINENCE (POE)

Subject: Guidelines for **Empanelment of Person(s) of Eminence** in National Highways and Infrastructure Development Corporation Limited (NHIDCL).

1. Type and Tenure of Engagement

- 1.1. All those PoE who fulfill the eligibility criteria and are found eligible after going through the selection procedure shall be empaneled by NHIDCL for a period of 2 years. This empanelment may be extended by one year. However, extension of empanelment beyond the second year would be contingent on the decision of the Competent Authority.
- 1.2. As and when required by NHIDCL, it would engage PoE for short term assignments. Hence, the tenure of engagement will be different for different PoE based on the requirement of the specific task / assignment.
- 1.3. The engagement of PoE is a purely temporary contractual arrangement under which an honorarium on a 'per diem' basis shall be paid for the services rendered by PoE.
- 1.4. The PoE shall not have the legal status of either a 'staff member' or an 'official' or 'employee' of NHIDCL. Accordingly, nothing within or relating to the Contract or this scheme shall establish the relationship of employer and employee, or of principal and agent, between NHIDCL and the PoE.

2. Qualification and Experience and Vacancies

Applicants who meet the prescribed qualifications and experience as mentioned in the relevant recruitment advertisement would be considered for empanelment as PoE.

3. Selection Process

- 3.1. Empanelment of PoE by NHIDCL will be on a rolling basis, as and when requirements arise in any sector of work. Further, any person who is eligible otherwise, on application can be added to the panel on recommendations of the Selection Committee.

3.2. The empanelment of PoE shall be made on the basis of internally constituted Screening Committee. The Screening Committee shall shortlist all applicants for empanelment, who have fulfilled the eligibility criteria.

3.3. The shortlisted applications shall be placed before a Selection Committee which shall have following as its members.

Managing Director	Chairperson
Director General (Road Development) & Special Secretary or his representative	Member
One external expert to be nominated by Managing Director	Member

3.4. The Selection Committee will recommend a list of PoE to be empaneled. The list of PoE empaneled shall be notified on the website of the company. The same will be updated from time to time by NHIDCL.

4. Remuneration

The remuneration will be exclusive of all applicable taxes. The same will be as per given below:

- a) Remuneration per day – Exclusive of G.S.T - **INR 15,000 to 30,000**
- b) PoE shall also be paid a Lump sum amount for Report writing as approved by the Competent Authority.
- c) Allowances for Travel, lodging etc. if required will be provided to the PoE as decided by the Competent Authority.

5. Terms of Reference

The terms of reference (“**TOR**”) shall include the outputs to be delivered and the functions to be performed.. Detailed TOR will be drawn by respective divisions.

6. Payment

- 6.1. The PoE will be paid at the end of the assignment based on the number of days they have provided the service in that month on submission of bill / invoice subject to completion of work as given in their ToR.
- 6.2. The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at the source before effecting the payment, for which NHIDCL will issue TDS certificates. PoE shall be liable to pay Good and Services Tax or any other taxes, as applicable. NHIDCL undertakes no liability for taxes or other contributions payable by the PoE on payment made by them for giving their services to NHIDCL.

SECTION 5: GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Termination

- 1.1. The engagement shall automatically terminate on expiry of the Term.
- 1.2. The engagement can be terminated at any time by NHIDCL by giving 30 (thirty) days' notice or pay in lieu thereof. Similarly, the YP/EP/PoE may also resign after giving notice for a similar period.
- 1.3. NHIDCL reserves the right to terminate any YP/EP/PoE at any stage, without any prior notice or pay in lieu thereof, in event of any breach of contract or policies, a serious failure to perform the task assigned or in case of any misconduct.

2. Title Rights, Copyrights, Patents and Other Proprietary Rights

- 2.1. Title to any equipment and supplies that may be furnished by NHIDCL to the YP/EP/PoE for the performance of any obligations under the contract shall rest with NHIDCL, and any such equipment shall be returned to NHIDCL at the conclusion of the contract or when no longer needed by the YP/EP/PoE. Such equipment, when returned to NHIDCL shall be in the same condition as when delivered to the YP/EP/PoE, subject to normal wear and tear, and the YP/EP/PoE shall be liable to compensate NHIDCL for any damage or degradation of the equipment that is beyond normal wear and tear.
- 2.2. The YPs/EPs/PoE agree and acknowledges that all rights, titles and interest in all IP Materials created or developed by him/her pursuant to the Contract shall be owned by NHIDCL, whether or not they are made, conceived or reduced to practice using the NHIDCL's data or facilities. To the extent NHIDCL is not considered the owner of such IP Materials pursuant to any applicable law, the YP/EP/PoE hereby assigns all rights, titles and interest in such IP Materials to NHIDCL from the time of creation of such IP Materials. Such assignment in favour of NHIDCL is worldwide, enterprise wide, perpetual and royalty-free. To the extent that the assignment of the Intellectual Property rights provided in the IP Material from the YPs/EPs/PoE to NHIDCL is held unenforceable under applicable law for any reason, the YP/EP/PoE hereby grants to NHIDCL a worldwide, enterprise-wide, perpetual, unlimited right and license in the Intellectual Property rights provided in the IP Materials, to use, modify, improve, interpret, compile, recompile and further sub-license the Intellectual Property rights provided in IP Materials for any purpose of NHIDCL and without identifying or seeking the consent of the YP/EP/PoE. The YP/EP/PoE agrees and acknowledges that the assignment and/or license to the IP Material in favor of NHIDCL shall not lapse or revert to the YP/EP/PoE pursuant to any applicable law solely on account of NHIDCL's failure to use or exercise its rights in any of the IP Materials.

- 2.3. To the extent any rights in the IP Materials are considered as moral rights in any jurisdiction and hence, cannot be assigned, the YP/EP/PoE hereby forever waives and agrees never to assert any and all moral rights that he may have in any of the IP Materials or, with respect to any Intellectual Property, to which he may be entitled under any applicable law or any relevant jurisdiction, even after termination of the YP's/EP's/PoE's relationship/engagement with NHIDCL and undertakes to not initiate any legal proceedings to enforce any such moral rights.
- 2.4. The YP/EP/PoE shall not incorporate any pre-existing IP held by the YP/EP/PoE in any of the IP Materials without the prior written consent of NHIDCL. In the event, the YP/EP/PoE incorporates any pre-existing IP held by the YP/EP/PoE in any of the IP Materials, the YP/EP/PoE hereby grants NHIDCL a worldwide, enterprise wide, perpetual, royalty-free license to use, modify, improve, interpret, compile, recompile and further assign any pre-existing IP which has been incorporated by the YP/EP/PoE in the IP Materials to the extent required for NHIDCL to exercise its rights in the IP Materials.
- 2.5. The YP/EP/PoE shall not, during or at any time after the completion, expiry or termination of the Contract in any way question or dispute the ownership of the NHIDCL Intellectual Property, IP Materials or any other Intellectual Property rights developed, discovered, prepared, created, conceived or reduced to practice by the YP/EP/PoE, either alone or jointly with others, during the course of performance of his services under the Contract.
- 2.6. NHIDCL grants to the YP/EP/PoE, for the Term, a limited, India-wide license and right to use the NHIDCL Intellectual Property to the extent required to provide the services to NHIDCL under the Contract.
- 2.7. YP/EP/PoE agrees that he shall transfer immediately to NHIDCL all IP Materials in his possession or under his control on termination of his engagement under the Contract (for whatever reason) or at any other time if NHIDCL requires it. Further, YP/EP/PoE shall provide a written certificate evidencing compliance with this clause to NHIDCL, within 2 (two) days of receiving such request or termination of the Contract. No copies or other record of any IP Materials may be retained by the YP/EP/PoE unless he has prior written consent from NHIDCL.

3. Confidentiality

- 3.1. The YP/EP/PoE may during the course of his engagement with NHIDCL receive or gain access to Confidential Information.
- 3.2. The YP/EP/PoE should observe the strictest secrecy in all matters pertaining to NHIDCL, its clients, associated companies and not to divulge or disclose at any time Confidential Information received as an YP/EP/PoE of NHIDCL to any unauthorised person during or after the Term. NHIDCL permits the YP/EP/PoE to use and disclose Confidential Information solely for the benefit of NHIDCL on a need to know basis but prohibits the use of Confidential Information for the YP's own benefit or for the benefit of any other person, firm or entity other than NHIDCL, unless the YP/EP/PoE and NHIDCL benefit mutually (with NHIDCL being the primary beneficiary) from YP's/EP's/PoE's use of the Confidential Information and where the YP/EP/PoE has obtained the prior written consent of the Board for utilizing the Confidential Information. This includes not divulging Confidential Information concerning NHIDCL, its operations or employees to any other employee unless he is sure of such employee's right to receive it.
- 3.3. In case NHIDCL is of the opinion that any YP/EP/PoE has or is likely to have access to any information that is covered by the Official Secrets Act, 1923. NHIDCL may require the YP/EP/PoE and the YP/EP/PoE agrees to sign any separate agreement with NHIDCL on non-disclosure of such information. This is without prejudice to the existing confidentiality obligations of the YP/EP/PoE in this clause.
- 3.4. The terms of this clause shall continue to operate and apply after the Term without limit in time but will not apply to information that is in or comes into the public domain, other than through the YP's/EP's/PoE's unauthorised disclosure.

4. Force Majeure and other Conditions

- 4.1. 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 YPs/EPs/PoE.
- 4.2. The YP/EP/PoE acknowledges and agrees that, with respect to any obligations under the contract that the YP/EP/PoE must perform in or for any areas in which NHIDCL 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.

5. Audits and Investigations

Each invoice paid by NHIDCL shall be subject to a post- payment audit by auditors, whether internal or external, of NHIDCL or by other authorized and qualified agents of NHIDCL at any time during the Term of the contract and for a period of 2 (two) years following the expiration or prior termination of the Contract. NHIDCL shall be entitled to a refund from the YPs for any amounts shown by such audits to have been paid by NHIDCL other than in accordance with

the terms and conditions of the Contract. The YP/EP/PoE acknowledges and agrees that, from time to time, NHIDCL 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 YP/EP/PoE generally relating to performance of the Contract. The right of NHIDCL to conduct an investigation and the YP's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The YP/EP/PoE shall extend full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the YP's obligation to make available his/her personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to NHIDCL access to the YP's/EP's/PoE's premises at reasonable times and on reasonable conditions in connection with such access to the YP's/EP's/PoE's personal and relevant documentation.

6. Settlement of Disputes

- 6.1. NHIDCL and the YP/EP/PoE 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.
- 6.2. If amicable settlement is not successful, 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 Director(A&F), NHIDCL. The Director(A&F), NHIDCL may appoint an arbitrator for the settlement of the dispute.

7. Conflict of Interest

The YP/EP/PoE shall be expected to follow all the rules and regulations of NHIDCL which are in force and applicable to YPs. The YP/EP/PoE will be expected to display utmost honesty, secrecy of office and sincerity while discharging his / her duties. In case the services of the YP/EP/PoE are not found satisfactory or found in conflict with the interests of the NHIDCL /Ministry of Road, Transport and Highways/ Government of India, his / her services will be liable for discontinuation without assigning any reason.

8. General terms and conditions

- 8.1. NHIDCL may require the YP/EP/PoE to submit a medical-cum- fitness certificate issued by any authorized medical practitioner prior to commencement of work in any offices or premises of NHIDCL.
- 8.2. The engagement as YP/EP/PoE is subject to verification of documents related to educational qualification and experience. If any information / documents submitted by YP/EP/PoE are found false / wrong at any stage, his / her engagement will be terminated immediately, and appropriate action will be taken against him / her as per rules.
- 8.3. The YPs/EPs/PoE may be required to travel to any place in India as per the requirement of NHIDCL. While on tour, Travel Allowance / Daily Allowance (TA / DA) will be admissible to YPs/EPs/PoE as decided by the Competent Authority
- 8.4. **Leave.** The YPs/EPs/PoE shall be entitled to leave at the rate of 1.5 days per completed month with no accumulation of leave on a pro-rata basis. The leave entitlement shall be inclusive of all categories of leave, and unavailed leave cannot be carried forward to the next year. Based on specific facts and circumstances, the Competent Authority may grant leave without pay.
- 8.5. The YP/EP/PoE shall not advertise or otherwise make public for the purpose of commercial advantage that it has contractual relationship with NHIDCL. He/she shall not, in any manner whatsoever, use the name, emblem or official seal of the Government of India or NHIDCL or any abbreviation of the name of NHIDCL in connection with business or otherwise without the prior written permission of the competent authority of NHIDCL.
- 8.6. The YP/EP/PoE shall be expected to conduct himself / herself in accordance with the rules and regulations of NHIDCL, applicable to YPs/EPs/PoE. He / she will be expected to demonstrate high moral character, integrity, secrecy of office and dedication to work while discharging his / her duties. In case his / her services are not found satisfactory or found to be in conflict with the interest of the NHIDCL /Ministry of Road, Transport and Highways /Government of India, his / her services will be terminated forthwith, without any notice period or compensation.
- 8.7. In general, the YP/EP/PoE shall neither seek nor accept instructions from any authority external to NHIDCL in connection with the performance of his/her obligations under the Contract. The YP/EP/PoE 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 NHIDCL, and the YP/EP/PoE shall perform its obligations under the Contract with the fullest regard to the interest of NHIDCL. The YP/EP/PoE warrants that he/she 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 NHIDCL. He / she shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract. In the performance of the Contract, the YP/EP/PoE shall comply with the normal standards of Conduct.

- 8.8. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the YP/EP/PoE shall comply with the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013” and the policies and procedure framed by NHIDCL thereunder. The YP/EP/PoE 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 immediate termination of the Contract. In addition, nothing herein shall limit the right of NHIDCL to refer any alleged breach of the foregoing standards of conduct to the relevant authorities for appropriate legal action.
- 8.9. In the unfortunate event of the death, injury or illness while serving NHIDCL, the YP/EP/PoE or the next of kin shall not be entitled to any compensation or appointment.
- 8.10. The YP/EP/PoE will be required to submit a police verification report / character certificate from their concerned police station prior to engagement.
- 8.11. The period of engagement would commence from the date of joining NHIDCL.
- 8.12. The period of engagement as YP/EP/PoE will not create any employer- employee relationship between NHIDCL and the employee or confer any claim or right for subsequent engagement / employment with NHIDCL or any other government organization at a later date.
- 8.13. Where the Competent Authority is of the opinion that it is necessary and / or expedient to do so, it may by order and for reasons to be recorded in writing, relax any of the provisions.
- 8.14. Competent Authority shall issue Operational Instructions for Operationalization of this scheme. These matters shall include, amongst others, Standard Operating Procedures, Various Standard Forms, matters to be notified under provision of this scheme, etc.
- 8.15. To operationalize and to remove difficulties in implementation of this scheme, Competent Authority shall have power to interpret and decide on various matters.