

Draft Guidelines for Engagement of Young Professionals (YP) by NSEZ Authority

These guidelines are for engagement of YPs in the field of trade and economics, law and social media management by the Noida Special Economic Zone (NSEZ) Authority. These guidelines have been formulated taking into account some of the practises in Department of Commerce for hiring of Research Associates/ YPs

1. Background:

1.1: NSEZ Authority is a Special Economic Zone Authority constituted under Section 31(1) of the Special Economic Zones Act, 2005. The Special Economic Zone Authority Rules, 2009 govern the functioning of the NSEZ Authority.

1.2: The Authority is responsible for the development, operation and management of the Noida SEZ. This includes activities for the NSEZ such as the development of infrastructure, promotion of exports, review of the functioning and performance, levy user or services charges or fees or rent for the use of properties belonging to the Authority. It is also responsible for taking all measures for efficient management of NSEZ and develop it as a financially viable organization.

1.3: NSEZ was set up in 1985 over an area of 310 acres in Phase II, Noida, Uttar Pradesh. It is headed by a Zonal Development Commissioner and has jurisdiction over the seven states of Delhi, Haryana, Himachal Pradesh, Punjab, Rajasthan, Uttarakhand and Uttar Pradesh along with the Union Territories (UTs) of Chandigarh, Jammu & Kashmir and Ladakh. There are 30 operational SEZs in these seven states and three UTs. Moreover, there are 159 operational export oriented units (EOUs) under the jurisdiction of this office.

1.4: Broadly the SEZ units could be in the business of manufacturing, services, trading and warehousing. The total exports from all the units in these SEZs during 2022-23 was Rs 82,678 crores comprising of Rs 70,377 crores in services and Rs 12,301 crores in goods. As of 31.3.2023, these units have seen investments of Rs 54,134 crores while generating employment of 5.12 lakhs.

1.5: Keeping in mind all these developments, the NSEZ Authority needs to strengthen itself with high quality resources in the required areas. Therefore, it proposes to engage Young Professionals (YPs) in three key areas namely trade and economics, legal and social media management.

2. Type and Tenure of Engagement

- i. The Engagements shall be at the Young Professional (YP) Level

- ii. The engagement will be purely on a contractual basis.
- iii. These engaged personnel shall have the legal status of YP vis-a-vis, NSEZ Authority or NSEZ and shall not be regarded, for any purposes, as being either a 'staff member' of an 'official' of NSEZ Authority or NSEZ. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between NSEZ Authority /NSEZ and the YPs.'
- iv. The engagement shall be initially for a period of two years which may be extended up to three years, depending on the performance evaluation and approval by the NSEZ Authority. After three years no further extension will be permissible under any circumstances

3. **Qualification:** Applicants with following qualifications would be considered for engagement as Young Professionals

Discipline	Education Qualification*
Trade and Economics	Masters in Business Administration (MBA), Masters in Economics (preferably with International Trade) or Masters degree with Economics and Trade related courses.
Legal	LLB(LLM Preferable)
Social Media Management	Bachelors (preferably with subjects related to digital marketing or social media management)

4. **Work profile, age, remuneration, vacancies:**

4.1: The conditions for the posts above would be as under:

Position	Upper Age Limit (as on 30.09.2023)	Remuneration per month	Vacancy
Trade and Economics	35 years	Rs 60,000	1
Legal	35 years	Rs 60,000	1
Social Media Management	35 years	Rs 40,000	1

4.2: The work profile for these three posts would be as under:

i. Trade and Economics

- Data analysis with expertise in excel and
- Trade and economic reports
- Marketing outreaches
- SEZ and EOU related analysis
- Trade agreement analysis
- Any other work assigned by competent authority

ii. Legal

- Legal opinion on SEZ and EOU matters
- Expertise in Insolvency and Bankruptcy Code (IBC) and other NCLT matters
- Expertise in DBT and related legislations on insolvency/restructuring
- Any other work assigned by competent authority

iii. Social Media Management

- Framing of social media management plan
- Implementation of the social media plan for NSEZ and other SEZs under its jurisdiction
- Website design and updation
- Digital marketing of NSEZ in the States and UTs under its jurisdiction
- Expertise in making of videos, reels, charts etc on social media platforms and websites
- Any other work assigned by competent authority

5. Specific Conditions for hiring

5.1 TA / DA: The Young Professionals may be required to travel to any place in India. While on tour, TA/ DA will be admissible to them as Assistant Section Officer (Level 7).

5.2 Performance Monitoring: The Young Professionals would be monitored in terms of specific outputs. The outputs and functions shall be specific, measurable, attainable, results - based and time-bound. These would be reviewed in the NSEZ Authority meeting on a quarterly basis.

5.3 Payment:

5.3.1: The Young Professionals will be paid monthly remuneration within 7 days after completion of the month subject to periodic completion of work certified by the controlling Officer.

5.3.2: 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 NSEZ Authority will issue **TDS** certificates. The YPs shall be liable to pay Good and Services Tax, as applicable. NSEZ Authority or NSEZ undertake no liability for taxes or other contribution payable by the YP on payment made under this contract

5.4: Working Hours and Leave:

i. Working Hours shall normally be from 9.30 AM to 6.00 PM during working days including half an hour lunch break in between. However, in exigencies of work, YPs may be required to sit late and may be called on Saturday/ Sunday and other holidays also.

ii. YPs will be eligible for 08 days leave during the period of one year, on pro-rata basis subject to the prior written approval of the Secretary of the NSEZ Authority. Unavailed leave cannot be carried forward to the next year. Further, leave up to one month can be considered without remuneration with the prior approval of Secretary of the NSEZ Authority. However, in exceptional cases like need for professional development, training etc., this condition may be relaxed with the approval of NSEZ Authority, subject to official exigencies.

iii. Apart from above, the women YPs may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour & Employment vide letter No. S-36017/03/2015-SS-I dated 12th April, 2017.

5.5: Termination:

- i. The engagement can be terminated at any time by the NSEZ Authority by giving 30 days' notice or pay in lieu thereof. Similarly, the YP may also resign after giving notice for a similar period.
- ii. The NSEZ Authority reserves the right to terminate any YP at any stage in event of a serious failure to perform the task assigned or of failure to observe any standards of conduct.

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

- i. Title to any equipment and supplies that may be furnished by NSEZ Authority or NSEZ to the YP for the performance of any obligations under the Contract shall rest with NSEZ Authority, and any such equipment shall be returned to NSEZ Authority at the conclusion of the contract or when no longer needed by YP. Such equipment, when returned to NSEZ Authority, shall be in the same condition as when delivered to the YP, subject to normal wear and tear, and He/ She shall be liable to compensate NSEZ Authority or NSEZ for any damage or degradation of the equipment that is beyond normal wear and tear.
- ii. NSEZ Authority or NSEZ 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 YP has developed for NSEZ Authority or NSEZ 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 YP acknowledges and agrees that such products, documents and other materials constitute works made for hire for NSEZ Authority. Subject to the foregoing provisions, all maps, designs, layouts, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual YP under the contract shall be the property of NSEZ Authority, and shall be made available for use or inspection by NSEZ Authority or NSEZ at reasonable times and in reasonable places, and shall be treated as confidential and shall be delivered only to NSEZ Authority or NSEZ authorized officials on completion of work under the Contract.

5.7: Force Majeure and other Conditions:

- i. 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 individual YPs.
- ii. The YP acknowledges and agrees that, with respect to any obligations under the Contract that the YP must perform in or for any areas in which NSEZ Authority or NSEZ 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.

5.8: Other terms and conditions:

- i. NSEZ Authority may require the YPs to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of NSEZ Authority or NSEZ including other SEZs under its jurisdiction.
- ii. The YP shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/her obligations under the Contract, as well as for arranging, at the YPs sole expense, such life, health and other forms of insurance as the YP may consider to be appropriate to cover the period during which the YP provides services under the Contract.
- iii. The engagement as YP is subject to verification of documents related to educational qualification and experience. If any information / documents submitted by YP 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.
- iv. YP will be governed by the Official Secrets Act, 1923, as amended from time to time and will not disclose to any unauthorized person(s) any information / data that come to their notice during the period of their engagement as 'Young Professional ' in the NSEZ Authority. All such information/ records/ papers/ software/ emails etc. will be property of NSEZ Authority.
- v. The YP shall not advertise or otherwise make public for the purpose of commercial advantage that it has contractual relationship with NSEZ Authority. He/ she shall not, in any manner whatsoever, use the name, emblem or official seal of the Government of India or Department of Commerce or NSEZ Authority or any abbreviation of the name of NSEZ Authority, in connection with business or otherwise without the prior written permission of the competent authority of NSEZ Authority.
- vi. The YP shall be expected to conduct himself/ herself in accordance with the rules and regulations of the Government of India. 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 NSEZ Authority, his / her services will be terminated forthwith, without any notice period or compensation.
- vii. In General, the YP shall neither seek nor accept instructions from any authority external to NSEZ Authority in connection with the performance of his/her obligations under the Contract. The YP 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 NSEZ Authority, and the YP shall perform its obligations under the Contract with the fullest regard to the interest of NSEZ Authority. The YP 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 NSEZ Authority. 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 shall comply with the normal standards of Conduct. Failure to comply with the same is ground for termination of the YP for cause.

- viii. The YP shall be expected to follow all the rules and regulations of the NSEZ Authority and 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 YP are not found satisfactory or found in conflict with the interests of the NSEZ Authority or NSEZ, his / her services will be liable for discontinuation without assigning any reason.
- ix. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the YC shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The YP 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 NSEZ Authority to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
- x. In the unfortunate event of the death, injury or illness while serving NSEZ Authority or NSEZ, the YP or the next of kin shall not be entitled to any compensation or Appointment.
- xi. The YP will be required to submit a police verification report from their concerned police station and also submit a medical-cum- fitness certificate issued by any authorized Medical Practitioner prior to engagement.
- xii. The period of engagement would commence from the date of joining at NSEZ Authority.
- xiii. The period of engagement as YP will not confer any claim or right for subsequent engagement / employment with NSEZ Authority, NSEZ, any other SEZ, Department of Commerce or any other Government Department at a later date.
- xiv. Where the NSEZ Authority is of the opinion that it is necessary or expedient to do so, it may by order and for reasons to be recorded in writing, relax any of the provisions.

6. Selection Process:

- i. Interested persons would need to apply based on an advertisement taken out by the NSEZ Authority and posted on the website of NSEZ, social media platforms and the CPPP portal.
- ii. A selection committee chaired by the Joint Development Commissioner would scrutinize the applications. The other Members of the Committee would be the Deputy Development Commissioner in charge of NSEZ Authority and any expert co-opted in the Committee with the approval of CEO, NSEZ Authority.
- iii. In assessing the educational qualifications, the Committee would take into account the following:
 - a. 2023 NIRF ranking of the institute,
 - b. in case of a department/faculty which is under a university, the 2023 NIRF ranking of the university
- iv. The Committee would have the flexibility of using the appropriate tools for selection depending on the

number of applicants. They could conduct a written examination or group discussion, if the need arises along with interviews. Adequate weightage for academic qualifications, experience etc would be given for selection.

v. The recommendation of the Committee would be put forth for approval of CEO NSEZ Authority.

7. Audits and Investigations:

- i. Each invoice paid by NSEZ Authority to the YP shall be subject to a post- payment audit by auditors, whether internal or external, of NSEZ Authority or by other authorized and qualified agents of NSEZ Authority at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract.
- ii. NSEZ Authority shall be entitled to a refund from the YP for any amounts shown by such audits to have been paid by NSEZ Authority other than in accordance with the terms and conditions of the Contract.
- iii. The YP acknowledges and agrees that, from time to time, NSEZ Authority 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 generally relating to performance of the Contract.
- iv. The right of NSEZ Authority to conduct an investigation and the YPs obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.
- v. The YP shall extend full and timely cooperation with any such inspections, post-payment audits or investigations. This cooperation shall include, but shall not be limited to, the YPs 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 NSEZ Authority or NSEZ access to the YPs premises at reasonable times and on reasonable conditions in connection with such access to the YPs personal and relevant documentation.

8. Settlement of Disputes:

- i. NSEZ Authority and the YC 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.
- ii. 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 CEO, NSEZ Authority for arbitration. The CEO, NSEZ Authority may appoint an arbitrator for the settlement of the controversy