

**THE FERTILIZER CORPORATION OF INDIA LIMITED**  
**CENTRAL OFFICE: NOIDA**

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Ref.No.FCIL/Policy/Young Professionals/231 dated, the 30<sup>th</sup> August 2024.

**Sub : Procedure & guidelines for engagement of Young Professionals (Qualified/ Semi-qualified) in Fertilizer Corporation of India Limited (FCIL).**

Due to non-availability of regular employees and with the increase in the workload of the Company, FCIL is in need of Young Professionals. The engagement of Young Professionals in FCIL shall henceforth be regulated as per the following procedure and guidelines:

**I. General Conditions for engaging Young Professionals:**

1. Young Professionals (YPs) would be engaged for a fixed period of 5 years for providing high quality services or for attending to specific and time-bound jobs of FCIL.
2. The appointment of YPs would be on full-time basis and they would not be permitted to take up any other assignment during the period of consultancy with FCIL. The appointment of a YP is of a temporary (non-official) nature and the appointment can be cancelled at any time without assigning any reason.

**II. Qualifications and experience**

The qualifications and experience of YPs shall be as per the requirements of the job/ tasks to be performed in the FCIL, but the minimum qualification should not be less than graduation.

**III. Age**

Age of the YPs recruited should not be more than 35 years on the date of publishing the requirement.

**IV. Procedure:**

1. The requirement of YPs will get approval of competent authority, i.e. CMD, FCIL, with regard to the number of YPs to be engaged and their levels based on eligibility qualifications, before inviting applications. Thereafter, applications shall be invited for the required YPs by placing the advertisement on website of FCIL giving 30 days' time for submission of applications. A short advertisement in a leading English and Hindi newspaper, if required, keeping in view the number of posts

and specific job requirement will also be issued whereby applicants will be advised to look for the details on the FCIL website.

2. Only mode of communication between candidates and FCIL shall be via e-mail. Applications not mentioning e-mail Ids shall be rejected.
3. Consent to offer of engagement shall be given within 15 days of the email.
4. A maximum of 30 days shall be given for joining from the date of e-mailing offer of engagement letter. However, in exceptional cases, CMD, FCIL, may allow extension of joining period beyond 30 days.
5. Selection of YP on nomination basis will be considered only in cases of exceptional/ emergent situations with the approval of CMD, FCIL.

#### V. Selection Committee and Selection Process

1. Data of all the applications received shall be collated in tabular forms. Scrutiny of applications w.r.t. eligibility criteria mentioned in para IV(1) above will be done by a duly approved Screening Committee.
2. A Screening Committee consisting of Advisor (Central Office) will shortlist up to 3 times the applications for each position. The shortlisted candidates will be given score/ marks for essential qualifications (30), essential experience (30), desirable qualifications (20) and leaving 20 marks for performance in the interview, if required, to be conducted by the Selection Committee consisting of following:
  - i) Director (Finance) : Chairman
  - ii) O.S.D. : Member
  - iii) Advisor (Central Office) : Member
  - iv) An Expert for each type of expertise/ work to be nominated with the approval of CMD, FCIL.
3. The Selection Committee may devise its own method for selection of suitable candidates as per the requirement and based on the performance of the candidates in the interview, will award marks up to a maximum of 20.
4. The final merit list will be drawn after the interview.
5. The list of shortlisted candidates and criteria adopted shall be posted on the FCIL website.
6. The approval of CMD, FCIL, will be taken on the final merit list and also for offering appointment to candidates in the order of merit from the list. A panel of wait listed candidates will also be formed, who can be considered for appointment in the event of non-acceptance of offer of appointment by any candidate.

7. CMD, FCIL shall have the right to reject/ select any candidate for the reasons to be recorded in writing.
8. Minimum time of 07 days shall be given to the candidates to appear for interview.
9. FCIL may also engage Individual Consultants on secondment basis from Government Organizations, including PSUs. In exceptional cases, individuals can also be engaged on secondment basis from Private Institutions/Organizations/ Think Tanks with the approval of CMD. This engagement will be based on payment of suitable monthly remuneration as decided by the CMD.

#### VI. Tenure of Appointment & Promotion

1. Individual Consultants will be engaged for a fixed period of two years which may be extended by one year at a time up to a maximum tenure of five years, i.e. 2+1+1+1 years for providing high quality services as per requirement of the Company. However, their continuation in their respective position beyond the first and subsequent years would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond five years may be considered under exceptional circumstances with the approval of C.M.D.
2. A contract needs to be signed between the YP and FCIL after the appointment as per **Annexure I**. Fresh contract will have to be signed for further continuation/ extension. Performance Appraisal shall be invariably taken into consideration and fresh assessment of requirement beyond one year on the basis of 'scope of work' will be carried out.

#### VII. Educational Qualifications

In general, following qualifications are required. However, any specific educational qualifications may be prescribed as per actual requirement of the Company:

**Essential** – Master's Degree in relevant subject or BE/ B. Tech. or 2 Years PG Diploma in Management or MBBS or LLB or CA/ ICWA/ CS or possessing any Professional Degree earned after a study of 4 years or more acquired after 10+2.

**Desirable** – Persons with M. Phil, M.Tech., M.S., LL.M, Ph.D, additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

**For Semi-qualified** : C.A. (Inter) or ICWA (Inter) for Finance Discipline.

### VIII. Experience, Age and Remuneration

| Name of the position  | Experience in years | Upper Age Limit (years) | Remuneration (Rs.) |        |
|---|---------------------|-------------------------|--------------------|--------|
|   |                     |                         | NOIDA Office       | Units  |
| Young Professionals (Qualified)                             | 2                   | 35                      | 60,000.00          | 45,000 |
| Young Professionals for Finance Discipline (Semi-qualified) | 1                   | 30                      | 40,000.00          | 30,000 |

- The remuneration will enhance by 5% every year, if the period is extended.
- Engagement criteria may further be defined for specific positions depending on the specific requirements and circumstances.

### IX. TA/DA

1. No TA/DA shall be admissible for joining the assignment.
2. No TA/DA shall be payable for attending the interviews.

### X. Other Allowances

No other facilities, such as, DA, accommodation, residential phone/conveyance/ transport, foreign travel, personal staff, medical reimbursement, CGHS, etc., would be admissible to the Young Professionals.

### XI. Attendance and Working days

The working hours of the professionals shall be the same as of the regular employees/ retainers working in FCIL. No extra remuneration shall be allowed for working beyond office hours or on Saturdays/ Sundays/ Gazetted holidays. Compensatory leave in such cases shall be at the discretion of the management of FCIL.

### XII. Leave

1. Young Professionals shall be eligible for 1.5 days' leave for each completed month.

2. The leave shall accrue to them on completed month basis calculated from their date of joining on pro-rata basis, considering a month of 30 days and fraction of 0.5 & above will be considered as 1.
3. A YP shall not be eligible for any remuneration in case of his/ her absence beyond 18 days in a year (calculated on pro-rata basis).
4. Un-availed leave during the first year of tenure cannot be carried forward to next year.
5. The intervening Saturdays, Sundays or Gazetted holidays during the spell of leave shall not be counted against the 18 days' leave.

### **XIII. Service Conditions**

1. The YP shall not, except with the previous sanction of FCIL, in the bona fide discharge of his duties, publish a book or a compilation of articles or participate in a radio/ T.V. broadcast or represent any private entity in legal or commercial matters or contribute an article or write a letter to any newspaper or periodical either in his own name or anonymously or pseudonymously by in the name of any other person, if such book, article, broadcast, uses any information that he may gather as part of this YP assignment.
2. A clear allocation of work shall be provided to the YP by the concerned Head and a monthly summary report of work (one page) may be sent by each YP to the Reporting Officer.
3. Official e-mail id and access to internet system can be provided to YPs with the approval of competent authority.

### **XIV. Confidentiality and Secrecy**

1. During the period of assignment with the FCIL, the YP would be subject to the provisions of the Indian Official Secret Act, 1923 and will not divulge any information gathered by him during the period of his assignment to anyone who is not authorized to know the same.
2. Selected candidates shall provide integrity certificates from 2 references known to them.
3. A self-undertaking shall be provided by the candidate to the effect that he/ she has no criminal record or criminal case in any court pending against him/ her.

### **XV. Termination of services and requirement of notice**

1. In case, a YP wishes to resign from his/ her position, he/ she shall furnish at least one month's notice period or salary in lieu thereof. CMD, FCIL,

may waive off the condition for notice period/ salary in lieu thereof, in deserving cases.

2. FCIL shall have the power to terminate any or all the professionals at any time without assigning any reason, with the approval of CMD, FCIL.
3. Absence from duty for a continuous period of 12 days, without any approval/ information or any valid reason shall lead to automatic termination of contractual engagement.

#### **XVI. Performance Appraisal**

1. **Performance Report** : Performance Appraisal of the Young Professionals would be undertaken through Performance Report (PR) annually. In order to bring objectivity, assessment would be done by the concerned Reporting Officer.
2. **Performance Appraisal Committee** : A Performance Appraisal Committee to be chaired by the Director (Finance) with O.S.D. and the concerned Reporting Officer as Members will appraise the work and performance of the YP every year and will make recommendation for further continuation/ extension or otherwise. The Committee may devise its own procedures based on Performance Appraisal of the YPs.

#### **XVII. Legal Status**

The YP shall have the legal status of an independent Consultant vis-à-vis FCIL and shall not be regarded, for any purposes, as being either an employee of FCIL or an official of FCIL. Accordingly, nothing within or relating to the Consultancy Contract shall establish the relationship of employer and employee, or of principal and agent, between FCIL and the individual Consultant.

#### **XVIII. Prohibition of Sexual Exploitation and Abuse**

During the performance of the Consultancy Contract, the individual Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of FCIL to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.

## **XIX. Settlement of Disputes**

FCIL and the individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. Work related grievances, if any should be processed as per the re-dressal mechanism established at FCIL.

## **XX. Governing Law**

The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts of Delhi.

## **XXI. Conflict of interest**

The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India 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 any Individual Consultant are not found satisfactory or found in conflict with the interests of the FCIL, his/her engagement will be liable for discontinuation without assigning any reason.

## **XXII. Reimbursement of or grant of advance**

The Individual Consultant may require to undertake domestic official tours with due approval and they will be allowed the following reimbursement of or grant of advance for official expenditure as given below:

| <b>Position</b>                      | <b>Mode of Journey</b>                         | <b>Reimbursement of Hotel, Taxi and food bills</b>   |
|--------------------------------------|--|--|
| Young Professionals (Qualified)      | Air in Economy class or by Rail in AC Two Tier | Hotel accommodation of up to Rs.3000/- per day; taxi charges of up to Rs.500/- per day for travel within the city and food bills not exceeding Rs.1000/- per day shall be allowed. |
| Young Professionals (Semi-qualified) | By Rail in AC Two Tier                         | Hotel accommodation of up to Rs.2000/- per day; taxi charges of up to Rs.300/- per day for travel within the city and food bills not exceeding Rs.700/- per day shall be allowed.  |

## **XXIII. 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 the FCIL will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The FCIL undertakes no liability for taxes or other contribution payable by the Individual Consultants on payments made under the Consultancy Contract.

#### **XXIV. Police Verification**

Police verification of the Individual Consultants shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the Consultancy Contract of Individual Consultant shall cease to exist with immediate effect without any notice.

#### **XXV. Relaxation/ Modifications**

Where the CMD, FCIL is of the opinion that it is necessary or expedient so to do, he/she may by order and for reasons to be recorded writing, relax/modify any of the provisions of these guidelines.

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THE FERTILIZER CORPORATION OF INDIA LIMITED

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**Consultancy Contract for the engagement of a Young Professional (Qualified/  
Semi-qualified) or Individual Consultant**

This contract is entered into on \_\_\_\_\_(insert date), between FCIL and \_\_\_\_\_(hereinafter referred to as "the Individual Consultant"), whose address is \_\_\_\_\_.

WHEREAS FCIL desires to engage the Individual Consultant on the terms and conditions hereinafter set forth, and;

WHEREAS the Individual Consultant is ready and willing to accept this Consultancy with FCIL on the said terms and conditions.

AND WHEREAS this contract and Annexure(s) to this contract constituting its integral part are collectively referred to as "Consultancy Contract".

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Nature of engagement**

The Individual Consultant shall perform the functions as described in the Terms of Reference, which form an integral part of this Consultancy and are attached hereto as **Annexure II**.

**2. Duration**

The Consultancy shall commence on \_\_\_\_\_(insert date), and shall expire upon satisfactory completion of the engagement described in the Terms of Reference mentioned above, but not later than \_\_\_\_\_(insert date), unless sooner terminated in accordance with the terms of this Consultancy contract. He/she is designated as \_\_\_\_\_ (Insert Consultants or Young Professionals). This Consultancy is further subject to the conditions mentioned in the "Procedure and guidelines for engagement of Young Professionals (Qualified/ Semi-qualified) in FCIL" dated \_\_\_\_\_.

**3. Remuneration**

A consolidated remuneration of Rs. \_\_\_\_\_ per month, inclusive of all applicable taxes shall be paid to the Individual Consultant, subject to satisfactory performance. If unforeseen travel outside the Duty Station is requested by FCIL, and upon prior written agreement, such travel shall be at FCIL expense and the Individual Consultant shall receive advance/ reimbursement equivalent as prescribed in Para XXII of "Procedure and guidelines for engagement of Young Professionals (Qualified/ Semi-qualified) in FCIL" issued vide Ref. No.FCIL/Policy/Young Professionals/\_\_\_\_\_dated \_\_\_\_\_.

**4. Rights and Obligations of the Individual Consultant**

The rights and obligations of the Individual Consultant are strictly limited to this Consultancy Contract and OMs issued by FCIL from time to time on work allocation/ reporting, etc. Accordingly, the Individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Consultancy Contract. The Individual Consultant shall be solely liable for claims by third parties arising from the Individual Consultant's own acts or omissions in the course of performing this Consultancy, and under no circumstances shall FCIL be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Consultancy Contract.

By signing below, I, the Individual Consultant, acknowledge and agree that I have read and accept the terms of the Consultancy Contract.

The Individual Consultant has submitted a Statement of Good Health and form for Police Verification.

AUTHORIZED OFFICER  
FCIL

INDIVIDUAL CONSULTANT

Name: \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date:

Date:

Place:

Place:

**THE FERTILIZER CORPORATION OF INDIA LIMITED  
CENTRAL OFFICE:NOIDA**

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**Terms of Reference (ToR) for the Individual Consultant**

**(To be filled by the concerned Unit/Office)**

1. Name of the Unit/Office
2. Name of the Position: Young Professional (Qualified/ Semi-qualified)
3. Purpose of assignment:
4. Duration:
5. Tasks related to assignment:
6. Job description:

