

THE FERTILIZER CORPORATION OF INDIA LIMITED
CENTRAL OFFICE: NOIDA

Ref.No.FCIL/Policy/Young Professionals/

dated, the 30th 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

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.

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,

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:

Position	Mode of Journey	Reimbursement of Hotel, Taxi and food bills
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.

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 _____.

**THE FERTILIZER CORPORATION OF INDIA LIMITED
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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: