



## **RECRUITMENT POLICY**

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## **1.0 INTRODUCTION:**

Recruitment policy envisages meeting the manpower requirement of the Company in terms of right age, qualification and skill set to ensure achievement of Company objectives. This policy shall aim and strive to put in place a reliable system of selection that ensure induction of the best and most competent personnel duly complying with the Government guidelines/directives issued from time to time.

## **2.0 OBJECTIVES:**

- 2.1** To attract, select and retain the best talent available, keeping in view the changing needs of the Company.
- 2.2** To ensure an objective, reliable, fair and transparent system of selection and recruitment of manpower.
- 2.3** To fulfill the requirement of competent Manpower with necessary qualifications, skills, aptitude, merit and suitability, as per the approved Manpower Plan of the Company.
- 2.4** To provide suitable induction points for intake and thereby achieve the desired level of skill and age mix as required to strengthen the Human Resource of the Company.
- 2.5** To have a dynamic recruitment policy in tune with market economy to enable induction of manpower in the quickest possible time to meet the operational requirements of the Company.

## **3.0 SCOPE:**

The policy shall cover all recruitment of personnel made in the Company including recruitment for tenure basis posts in the Executive as well as Non-Executive cadres (except appointments made by the Govt.) and shall apply to all Departments/Offices of the Company.

## **4.0 RECRUITMENT PLAN:**

- 4.1** The Recruitment Plan shall form part of the Annual Manpower Plan of the Company. Among other things, the Manpower Plan shall clearly state the competency/skill/grade-wise requirement of Manpower in the Company separately. Any deviation from the approved plan / mix shall be subject to the prior approval of the Competent Authority.
- 4.2** All recruitment of personnel in the Company shall be in accordance with the approved Manpower Plan and with the prior approval of the Competent Authority. In case new requirement comes up during the year beyond the approved recruitment budget, which was not anticipated earlier, recruitment of the same may be planned with specific approval of the Competent Authority.

## **5.0 SOURCES OF RECRUITMENT:**

There shall be two sources of recruitment:

### **5.1 Internal:**

Recruitment/Selection to posts from within the company may be done through internal circulation as under:

- a) The posts intended to be filled through internal sources shall be circulated in the Company giving the requisite qualifications, age, experience etc.
- b) Internal selection shall be done by conducting written test and/or interview by a duly constituted committee.
- c) Transfer within the Company from one cadre to another in parallel grade following the procedure of internal selection shall not be treated as recruitment.

### **5.2 External:**

- a) Recruitment from external sources shall be resorted to at the induction level(s)/grade(s). However, the company may, if required, induct direct recruits from external sources at other level(s)/grade(s) also to meet functional requirements of particular skill/experience or for optimum

utilization of its assets and/or infusion of modern systems, skills & techniques of operation etc., necessary for efficient operation, technology up gradation or modernization.

- b) Recruitment of Executives shall be made generally through open advertisement. In case of Non-Executives recruitment, posts shall be notified to employment exchange and also advertised in the press. Company shall specify the norms/criteria and relevant format etc. in the recruitment rules and procedures.
- c) Recruitment of Executives can also be done through campus interviews from approved Institute(s), Universities and/or placement / placement agencies for recruitment selection and/or circulation of posts to PSUs/Government, through GATE/NET route with the prior approval of the Competent Authority.
- d) Company shall spell out clear norms/criteria in the recruitment rules and procedures for recruitment through campus interview route, giving weightage for academic qualification, accomplishment /achievement, written test, GD, Interview etc. as per the requirement.
- e) All requirements of executive and non-executive cadre shall also be notified on the Company's web portal and shall also be linked with the Government Website Portal "National Career Service".

## **6.0 INDUCTION LEVELS:**

### **6.1 Entry Level**

To man positions in functional areas of the Company in executive and non-executives cadre, direct recruits shall be inducted in various disciplines/work areas from time to time depending on the requirements.

### **6.2 Lateral Level**

To infuse new ideas, to strengthen the middle management level and to meet the Company requirement in specialized functions/skill level, Company may carry out lateral recruitment at any other Grade/levels.

## **7.0 TENURE BASED RECRUITMENT/ENGAGEMENT:**

- 7.1** Recruitment/Engagement of persons on tenure basis shall be done based upon organizational requirement.
- 7.2** Notification for exclusive induction of tenure basis shall be issued.
- 7.3** The persons, so engaged, through this process shall not be regularized.
- 7.4** The terms of the contract, tenure, remuneration etc. shall be decided on case to case basis with the approval of Competent Authority.

## **8.0 RESERVATION OF POSTS:**

Reservation of Posts shall be provided in accordance with the Presidential Directives/Government guidelines issued on the subject from time to time.

## **9.0 JOB SPECIFICATION:**

- 9.1** Job Specifications shall be the basis and the minimum eligibility conditions for each post/job for which recruitment is being made and shall include the following:
  - a) Educational Qualifications
  - b) Experience
  - c) Age limit
  - d) Physical / Medical standards
  - e) Competency
  - f) Any other requirements specified
- 9.2** Job Specifications prescribed shall be periodically reviewed and updated with the needs of the Company.

## **10.0 MODE OF SELECTION:**

- 10.1** Selection of candidates for appointment in the Company shall be made on the basis of merit after assessment of suitability of candidates through a

defined selection process which may comprise of Written test, Psychometric test, Trade test, Group Discussion, Interview or a combination thereof and/or any other test(s) as may be prescribed.

**10.2** Normally, there shall be two/three segments of selection. The combination of segments, their weightage, qualifying criteria and the ratio of calling the candidates to the next selection stage like Interview/Group Discussion (if any) shall be specified in the rules to be framed by Organization.

**10.3** There shall be no interview for Group "C" & "D" posts. Skill test or Physical test may continue. However, these tests shall be of qualifying nature and assessment shall not be done on the basis of marks for such tests. In case of specific posts where interview as a process of recruitment is to be continued, a detailed proposal seeking exemption shall have to be sent to the DOPT with the approval of the Administrative Ministry.

**11.0 SELECTION COMMITTEE:**

**11.1** In order to assess the suitability of the candidates, Selection Committee(s) shall be constituted by the Competent Authority in line with Government guidelines w.r.t SC/ST, OBC, Women, Minority members, etc.

**11.2** As per administrative convenience, external experts may also be included in the selection committee(s), if required.

**12.0 SELECTION OF CANDIDATES:**

**12.1** Based on combined performance of the candidates in different segments of the selection process, merit lists shall be prepared and provisional Offer Letters shall be issued, in the manner prescribed in the rules, after obtaining approval of the Competent Authority.

**12.2** If required a panel may be formed in order of merit, which may be operated in case of non-joining of candidates against the post(s) advertised subject to the approval of the Competent Authority. The panel so formed shall remain valid for a period of 1 year, from the date of approval of merit list.

**13.0 MEDICAL EXAMINATION:**

Final appointments in the Company shall be subject to the selected candidates being found medically fit for the post for which they have been selected as per the norms prescribed by the Company for the post.

**14.0 ISSUE OF OFFER OF APPOINTMENT:**

**14.1** Appointment offers shall be centrally issued by the Recruitment Section of HR Department. The HOD (P&A) shall be authorized to issue offers of appointment for and on behalf of the Competent Authority.

**15.0 INDUCTION / ORIENTATION:**

Employees/trainees appointed in the Company shall undergo suitable Induction/ Orientation program with an aim to make them aware about the Company's policy, culture, expectations etc.

**16.0 TRAINING / PROBATION:**

**16.1** Training period for selected candidates (Trainees) shall be as specified in the recruitment advertisement and training shall be imparted as per the Policy /guidelines of the organization

**16.2** Employees appointed in the Company shall be placed under probation for a period of twelve months unless otherwise specified. For the candidates joining as trainee, the probation period of twelve months shall commence after their regularization in grade on successful completion of training.

**16.3** Unless confirmed in writing, the employee shall be considered as probationary even after expiry of the initial as well as extended probation period. Further, the probation shall be confirmed only after receipt of

Character and Antecedent verification, without any adverse remarks, from the concerned authorities.

**17.0 RECRUITMENT RULES:**

For implementation of Recruitment Policy, organization shall prepare rules and procedures as per the requirement and keeping in view government guidelines and court judgments issued from time to time. Recruitment rules shall clearly spell out the detailed procedures, guidelines, criteria and norms to be followed in the recruitment process of Executives and Non-executives.

**18.0 DELEGATION:**

Delegation of authority to recruit and/or appoint shall be as per the prescribed Delegation of Powers in the Company and shall also be specified in recruitment rules.

**19.0 APPROVING AUTHORITY:**

Approving authority shall be the Board of Directors of the company.

**20.0 TENURE OF THE POLICY:**

The policy may be reviewed at the end of 5 years or earlier (if required) of its implementation to assess its efficacy in meeting its objective and make suitable changes, if required.

**21.0 RULES & PROCEDURES**

**21.1** CMD shall be authorized to frame and issue rules & procedures under this policy as per Delegation of Power.

**21.2** HOD (P&A) shall be empowered to issue executive instructions as & when required to execute the Policy within its framework, and issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

**22.0 SAVING CLAUSE:**

The Company reserves the right to amend, modify, cancel or withdraw the Policy or any part thereof at any time without prior notice.

**23.0 COMMENCEMENT:**

The date of commencement of policy will be w.e.f. date of approval by the Board i.e., 22<sup>nd</sup> October 2021

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## **EXECUTIVE RECRUITMENT RULES**

### **1. SHORT TITLE AND COMMENCEMENT**

- 1.1. These rules shall be called the MSTC Ltd. (Executives) Recruitment Rules.
- 1.2. These rules shall come into force w.e.f. 22.10.2021.

### **2. SCOPE AND APPLICATION**

- 2.1. The policy shall cover all recruitment of personnel made in the Company in the Executive cadre. The appointment to Board level posts and Chief Vigilance Officer (CVO) will be done as per Government guidelines processes.
- 2.2. The engagement to tenure-based posts like OSDs, etc. shall be as per the rules and policy existing in this regard during the engagement process.

### **3. DEFINITIONS**

- 3.1. The 'Company' means MSTC Ltd., and/or its successors;
- 3.2. 'Executive' means any person appointed by the company to any regular executive post.
- 3.3. 'Interview Committee' hereinafter referred to as 'IC', means a committee constituted to consider the suitability of the candidates shortlisted for interview, for direct recruitment to different grades of executives as mentioned the Annexure- I.
- 3.4. 'Appointing Authority' means the authority prescribed from time to time by the Board to make appointments to the various posts in the Company.
- 3.5. 'Chairman' means the Chairman of the Board of Directors of the Company.
- 3.6. 'Board' means the Board of Directors of the Company.
- 3.7. 'CMD' means the Chairman and Managing Director of the Company.
- 3.8. 'Competent Authority' means the Appointing Authority as defined \*in rule para 3.4 above.

### **4. CLASSIFICATION OF CADRES**

For the purpose of these Rules, regulating recruitment, the posts will be categorized into three cadres as under:

- 4.1. General
- 4.2. Finance & Accounts
- 4.3. Company Secretary

### **5. RECRUITMENT**

- 5.1. Based on the approved Manpower Plan and budget, the HR department shall prepare a detailed recruitment plan for carrying out recruitment during the Financial Year.
- 5.2. The Annual Recruitment Plan must be formulated year-on-year basis including the points given below:
  - 5.2.1. Manpower Budget
  - 5.2.2. Estimated timelines of the recruitment process(s).
  - 5.2.3. Method of selection
  - 5.2.4. Other particulars of recruitment process like screening committee(s) as may be required, interview committee(s), cut off marks, etc.
  - 5.2.5. Any other parameters as deemed appropriate.
- 5.3. In case a new requirement is identified during the year beyond the approved recruitment budget, which was not anticipated earlier, recruitment of the same

may be planned with specific approval of competent authority, with reasons to be recorded in writing.

5.4. There shall be two sources of recruitment:

**5.4.1. Internal**

- i) Recruitment/Selection to posts from within the company may be done through internal circulation as under:
  - i) The posts intended to be filled through internal sources shall be circulated in the Company giving the requisite qualifications, age, experience, etc. as per the relevant policy in the Company
  - ii) Transfer within the Company from one cadre to another in parallel grade following the procedure of internal selection shall not be treated as recruitment.

**5.4.2. External**

- i) Recruitment from external sources shall be normally resorted to at the induction level(s)/grade(s). However, the company may, if required, induct direct recruits from external sources at other levels (s)/grade(s) also to meet functional requirements of particular skill/experience or for optimum utilization of its assets and/or infusion of modern systems, skills & techniques of operation, etc., necessary for efficient operation, technology up gradation or modernization with the approval of Competent Authority.
- ii) Recruitment to posts from External sources shall be made, as specified in Annexure-I, by:
  - a) Direct Recruitment
  - b) Deputation (*rules to be framed for inward movement to MSTC*)
  - c) Transfer of service on an Absorption basis
- iii) Direct Recruitment will be resorted to as hereinafter detailed. However, where the posts are required to be filled in only by promotion, direct recruitment could be resorted to if suitable candidates in the feeder cadre for promotion are not available, with the approval of the authority competent to fill the post. Even where the posts are required to be filled in only by promotion, direct recruitment can be resorted to if it is so decided by the Competent Authority, for reasons to be recorded in writing.
- iv) Merely satisfying eligibility criteria/job specifications prescribed for a post will not entitle a candidate to be called for an interview. Depending upon the number of applications received and the vacancies available, the Company reserves the right to restrict the candidates called for interview by prescribing any test (s) in the selection process for the concerned post.
- v) Further, in case a candidate called for interview/tests resorts to any irregular or improper means in connection with his/her candidature for selection, he/she shall render himself/herself disqualified from the interview/test for which he/she is a candidate either permanently or for a period specified by the Company. As such candidates called for interview shall not stake any claim for appointment to the concerned post in the Company.
- vi) Vacancies may also be notified to Public Sector Undertakings and other authorities as prescribed by the Government/ Department of Public Enterprises from time to time.
- vii) Unless specifically exempted by the appointing authority, all applications for a job positions on in the Company will be accompanied by a non-refundable application fee of the value as decided by the competent authority. Candidates belonging to SC, ST, Physically Handicapped, Ex-servicemen, or, any other category, as applicable from time to time will be

exempted from the payment of application fees as per the Government of India guidelines in this regard.

- viii) **DEPARTMENTAL CANDIDATES:** In case of direct recruitment, employees who fulfill all eligibility requirements shall be eligible to apply for the post(s) advertised, provided they fulfill the eligibility conditions as prescribed in the advertisement and are confirmed in the post in the next below scale of pay for a total period of at least for two years. The age of such candidates shall be relaxed up to 5(five) years only.
- ix) External Candidates applying from organizations in the Private sector will be assessed only in terms of the requisite qualification, age, total number of years of Post-Qualification experience, and or experience as prescribed in the advertisement for the post.
- x) Further, external candidates, notwithstanding anything at point 6.3, and those applying from organizations in the Private sector, wherever, the equivalence of pay scale cannot be assessed and the method of selection involves only the interview, the CTC of the applicant for the last two years should be equivalent to the CTC for the post one step below the post in MSTC which is to be filled. For this purpose, documents in support of such CTC for the last two years declared by the candidate are to be sought in the online application. The CTC for the next below post in MSTC for this purpose will be calculated considering the Basic (minimum of the scale of pay), DA, HRA, Perks and Performance Related Pay(calculated as per annualized basic pay at the start of the 'next below' scale of pay considering Company rating as "Good" and Individual rating as "outstanding" and Unit achievement as "100%").

20/11/17

## **6. INDUCTION LEVELS**

**6.1. Entry Level:** To man positions in functional areas of the Company in the executive cadre, direct recruits shall be inducted in the level of E-1 scale of pay, in various disciplines/ work areas from time to time depending on the requirements and as per the rules hereunder.

**6.2. Lateral level:** To infuse new ideas, strengthen the middle management level, and meet the organizational requirement in specialized functions/ skill level, the Company may carry out lateral recruitment at any other Grade/ levels above the E1 scale of pay, based on requirements and rules hereunder.

6.3. The hierarchy of the posts is categorized into 3 levels of Management, as under:

| <u>Post</u> | <u>Level</u>       |
|-------------|--------------------|
| E-8         | Senior Level       |
| E-7         |                    |
| E-6         |                    |
| E-5         | Middle Level       |
| E-4         |                    |
| E-3         | Supervisory Level# |
| E-2         |                    |
| E-1         |                    |
| E-0         |                    |

*# For the purpose of direct recruitment, supervisory level/ capacity includes persons working in Supervisory grades in other Central/State Government Organizations/ Autonomous bodies/ PSU*

## **DIRECT RECRUITMENT FROM EXTERNAL SOURCES**

## **7. MODES OF RECRUITMENT**

### **7.1. Direct Recruitment(DR)**



The term 'Direct Recruitment' refers to the process of filling in vacancies in the recruitment plan, from External sources at various levels.

- 7.2. **Job Specification:** For this purpose, the Job Specifications for a particular post in a given cadre shall be the basis and the minimum eligibility conditions for each post/job for which recruitment is being made as per Annexure I. Such Job Specifications prescribed shall be periodically reviewed and updated with the needs of the Company and include the following:

- i) Educational Qualifications
- ii) Experience
- iii) Age limit
- iv) Any other requirements specified

- 7.3. Open advertisement shall be made for direct recruitment of Executives by All India Open Competitive Examination or by GATE/NET score in Entry level and through Other than open Competitive examination for lateral level. For this purpose, the posts to be filled will be duly notified through press advertisements (Employment News and other leading News Papers), MSTC's Website, and National Career Services.

- 7.4. Those posts which are to be circulated amongst other Central/ State Government Organizations/ Autonomous bodies/ PSU to be filled through Deputation or absorption basis, may be advertised with specific approval for the same.

7.5. **Components in Notification/Advertisement:**

- i) The following components must find a place in the Employment Notification/Press Advertisement, while recruiting candidates for various posts in the Company:
  - a) Brief about the Organization: Details about MSTC, turnover, profit, proposed expansion, its Projects/Offices, etc.
  - b) Number of posts
  - c) Educational qualifications (See Annexures-I, and also LOP)
  - d) Relevant Experience required, whether post-qualification or overall experience is required, should be clearly specified, and the reason for such requirement should be recorded in writing. The cut off date for minimum eligibility criteria in terms of education, experience should be the last date of the completed month prior to the date of Advertisement in the Employment News.
  - e) Reservation for SC/ST/OBC/PwD etc.
  - f) Age relaxation for certain categories
  - g) Minimum service in next below pay Scales for the Candidates applying from a PSU, Government as applicable.
  - h) CTC of the last 2 years as per point 5.4.2(ix).
  - i) Selection Process
  - j) Probation, Bond, etc.
  - k) Disclaimers regarding any changes/ modification/ addendum/ information, etc.
  - l) Any other detail as deemed fit by the Competent Authority.
  - m) The Competent Authority reserves the right to cancel/ modify the vacancy / recruitment/ selection process, if the need arises, without issuing any further notice or assigning any reason thereof.
- ii) In case of any typographical error or omission, a Corrigendum to the Notification shall be issued on the Company's Website. In such cases, the last date for receipt of applications may also be suitably extended.
- iii) While the full advertisement is to be published in Employment News, advertisements in other newspapers besides Employment News shall be brief or as decided by the Competent Authority.

- 7.5. Based on the various levels the various mode available for recruitment at each level is as under:

**7.5.1.DR in Entry Level:**

Recruitment of Executives at entry level as Management Trainees/ Assistant Managers in E1 scale of pay can be done through

- i) All India Open Competitive Examination conducted by MSTC Limited
- ii) Through GATE/NET score
- iii) Through campus recruitment from approved Institute(s), Universities.

| Mode                                                                                      | Particulars                                 | Selection Procedure                                                                | Weightage                                                                                                       | Qualifying Marks* | Shortlisting criteria*                                                                                                                                       |
|-------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) All India Open Competitive Examination conducted by MSTC Limited<br><br>[Rules para 8] | <b>Management Trainee (MT)</b>              | Written Test (WT)/Computer-Based Test(CBT)                                         | 60%                                                                                                             | 40%               | As per the open advertisement                                                                                                                                |
|                                                                                           |                                             | Group Discussion                                                                   | 25%                                                                                                             | 40%               | Based on a ratio of 1:10 subject to the attainment of Qualifying marks in Written Test/ CBT                                                                  |
|                                                                                           |                                             | Interview                                                                          | 15%                                                                                                             | Nil               | Based on a ratio of 1:5/ 1:8 (in case of a single vacancy) subject the o attainment of Qualifying marks in WT/CBT + Group Discussion, in the order of merit. |
|                                                                                           |                                             | Selection shall be based on marks attained in WT/ CBT+ GD + Interview              | -                                                                                                               | 60%               | Candidates attaining minimum of 60% marks in the aggregate total shall feature in the Select Panel of candidates for the post in the order of merit.         |
|                                                                                           | <b>Assistant Manager (AM)</b>               | Written Test/ Computer Based Test                                                  | 85%                                                                                                             | 40%               | As per open advertisement                                                                                                                                    |
|                                                                                           |                                             | Interview                                                                          | 15%                                                                                                             | Nil               | Based on a ratio of 1:5. Ratio will be 1:8 in case of one vacancy. The above is subject to the attainment of Qualifying marks in WT/CBT.                     |
|                                                                                           |                                             | Selection shall be based on marks attained in WT/CBT + Interview.                  | -                                                                                                               | 60%               | Candidates attaining minimum of 60% marks in the aggregate total shall feature in the Select Panel of candidates for the post in the order of merit.         |
|                                                                                           | b) Through GATE/NET score<br>[Rules para 9] | MT/AM<br>Selection shall be based on marks attained in GATE/ NET + GD + Interview. | Weightages and the ratio of shortlisting in GATE/ NET, GD and Interview shall the be same as Mode at (a) above. |                   | Candidates attaining minimum of 60% marks in the aggregate total shall feature in the Select Panel of candidates for the post in the order of merit.         |
| c) Campus Recruitment<br>[Rules para 10]                                                  | MT/AM                                       | Selection shall be based on marks attained in WT/ CBT +                            | Weightages and the ratio of shortlisting in WT/ CBT, GD and Interview shall the be same as Mode at (a) above.   |                   | Candidates attaining a minimum of 60% marks in the aggregate total shall feature in the Select Panel of candidates for the post in the order of merit.       |

|  |  |                    |  |  |
|--|--|--------------------|--|--|
|  |  | GD +<br>Interview. |  |  |
|--|--|--------------------|--|--|

*\*The qualifying marks in every stage shall be relaxed by 5% for SC/ST and PWD categories or as per the presidential directives in this regard at that point in time.*

#### **7.5.2.DR in Lateral Level:**

Recruitment of Executives at E2 and above scales of pay, as per Annexure I and rules laid herein, shall be done through

- i) Personal Interview
- ii) Deputation from other Central/State Government Organizations/ Autonomous bodies/ PSU.
- iii) On an Absorption Basis from other Central/State Government Organizations/ Autonomous bodies/ PSU.

| Mode                                                                                                                  | Selection Procedure              | Weightage | Qualifying Marks* | Shortlisting criteria* |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------|-------------------|------------------------|
| a) Through Personal Interview<br>[Rules para 11]                                                                      | 100% based on Personal Interview | 100%      | 60%               | As per advertisement   |
| b) Through Deputation from other Central/ State Government Organizations/ Autonomous bodies/ PSU<br>[Rules para 12]   | 100% based on Personal Interview | 100%      | 60%               | As per advertisement   |
| c) On Absorption Basis from other Central/ State Government Organizations/ Autonomous bodies/ PSU.<br>[Rules para 13] | 100% based on Personal Interview | 100%      | 60%               | As per advertisement   |

7.6. The Competent Authority may select one mode or more than one mode which are mutually cohesive for filling a post through the external source of recruitment for reasons to be recorded in writing.

### **8. ALL INDIA OPEN COMPETITIVE EXAMINATION CONDUCTED BY MSTC LIMITED**

8.1. Under this mode, the applications shall be sourced online and invited via open advertisement.

8.2. The process of recruitment under this mode shall be conducted by the agency to whom the job of recruitment/selection has been outsourced as per rule para 14 below.

8.3. The following activities involved in recruitment in this mode shall be as under:

8.3.1. The selection process shall include a Written test(WT)/Computer Based Test (CBT), Group Discussion, and Interview.

8.3.2. Candidates who qualify in the WT/CBT shall be shortlisted in the stipulated ratio for Group discussion, subject to the attainment of qualifying marks, as detailed in the table at 7.5.1 above.

8.3.3. Further based on the pre-interview total (Weighted marks of WT/CBT and weighted marks of GD), in the descending order candidates shall be shortlisted to appear for interview in a stipulated ratio subject to the attainment of qualifying marks, as detailed in the table at 7.5.1 above.

8.3.4. The final merit list shall be drawn on basis of the aggregate of the weighted score of WT/CBT, GD and Interview in descending order.

8.3. Constitution of Committee(s) for the purpose of the Interview shall be as provided in the rules hereinafter in Annexure -I.

## **9. THROUGH GATE/NET SCORE**

- 9.1. Based on the requirement of the Company, Online applications may be invited from candidates in a particular discipline from candidates having a GATE score (for technical discipline in engineering and science) /NET score (disciplines like science (R&D), management, corporate communications, human resources, and finance) score.
- 9.2. Such applications can be sourced by way of open advertisements mentioning the Discipline required therein.
- 9.3. Applications sourced through this mode shall be considered for the subsequent selection process as per 6.3 above.
- 9.4. GATE/NET score will be considered with respect to the percentage of marks scored in the examination calibrated to maximum of 60 marks as per weightage of the Written Test/CBT.

## **10. THROUGH CAMPUS RECRUITMENT FROM APPROVED INSTITUTE(S)/UNIVERSITIES.**

- 10.1. Based on the requirement of the Company, when requirement in a specialized and niche discipline arises based on justification for such sourcing, which requires one specific degree/discipline provided by certain Institute, the company can opt for direct recruitment from selected and approved Institute(s)/ Universities.
- 10.2. Such Institute(s)/Universities shall be selected and duly approved based on the requirement, assessed during Manpower Planning and such list of Institutes shall be drawn accordingly by MAB and placed for the approval of Competent Authority. The Institute(s)/Universities selected should be recognized to impart the course as per approval of respective regulatory body(s).
- 10.3. The selection procedure under this mode shall involve Written test/CBT, Group Discussion and Interview and their weightage shall as given above at as detailed in the table at 7.5.1 above. The final select list shall be drawn on the basis of the candidates attaining 60% marks in the total aggregate.

## **11. THROUGH PERSONAL INTERVIEW**

- 11.1. Subject to availability of qualified and suitable personnel within the Company, the posts in any grades in E-2 and above as per Annexure-I and provisions at rule para 5.4.2(iii), can be filled by way of open advertisement and selection shall be based on interview.
- 11.2. For this purpose, the Job Specifications for a particular post shall be the basis and the minimum eligibility conditions for each post / job for which recruitment is being made and shall include the following:
  - i) Educational Qualifications
  - ii) Experience
  - iii) Age limit
  - iv) Physical / Medical standards
  - v) Competency
  - vi) Any other requirements specified
- 11.3. For this purpose, Online applications shall be sourced through open advertisement, which shall be published in the Employment News, NCS, Corporate Website, besides other dailies as required and decided as per rules laid down in this respect. The applications received shall be screened by the Screening Committee constituted for this purpose as per the rules mentioned hereinafter.

## **12. THROUGH DEPUTATION FROM OTHER CENTRAL/STATE GOVERNMENT ORGANIZATIONS/ AUTONOMOUS BODIES/ PSU.**

- 12.1. Subject to the availability of qualified and suitable personnel within the Company, the posts in any grades in E-2 and above can be filled by way of deputation from some Central Government/ State Government/ PSU and such selection shall be based on interview.
- 12.2. Online applications shall be invited for the posts to be filled through Deputation as provided above, based on the Job Specification for the particular post as per Annexure I. Suitable advertisement shall be published in the Employment News,

other leading daily newspapers, NCS, Corporate Website as required, as per rules laid down in this respect.

- 12.3. Based on the period of deputation/ contract including the period of deputation/ contract in another ex-cadre post held immediately preceding this appointment in the same or some other organization/ Department of the Central /State Government /PSU shall ordinarily not exceed a period of 5 years.

**13. ON ABSORPTION BASIS FROM OTHER CENTRAL/STATE GOVERNMENT ORGANIZATIONS/ AUTONOMOUS BODIES/ PSU.**

- 13.1. Subject to the availability of qualified and suitable personnel within the Company, the posts in any grades in E-2 and above, as per Annexure-I and provision at rules para 5.4.2(iii), can be filled by way of Transfer of Service from some Central Government/ State Government/ PSU and such selection shall be based on interview.
- 13.2. Online applications shall be invited from the other Central Government/ State Government/ PSU, for the posts to be filled, based on the Job Specification for the particular post as per Annexure-I. Suitable advertisements shall be published in the Employment News, other leading daily newspapers, NCS, and Corporate Website as required as per rules laid down in this respect.

**14. PROCESS OF DIRECT RECRUITMENT:**

- 14.1. Attempts should be made for conducting all the activities of direct recruitment of Executives, and Management Trainees at entry level, through outsourcing. For this purpose, the engagement of Agency(s) conducting the entire or part of the process has to be selected by the Company as per rules.
- 14.2. The following activities involved in recruitment in this mode shall be as under:
- 14.2.1. Online Application portal development integrated with Payment gateway.
  - 14.2.2. Conduction of Written test/CBT
  - 14.2.3. Conduction of Group Discussion
  - 14.2.4. Result Management and generation of Merit list as required under the rules of the Company.
  - 14.2.5. Any other activity as per the requirement of the Company/ Service provider.
- 14.3. The recruitment process will be coordinated centrally from the Head office.

**15. GUIDELINES FOR ONLINE APPLICATION FORMALITIES:**

- 15.1. The Competent Authority may select one mode or more than one mode which are mutually cohesive for filling a post through external source of recruitment for reasons to be recorded in writing.

**16. PROCESSING OF APPLICATIONS:**

- 16.1. All applications received against a specific notification/ advertisement for Lateral Level will be:
- 16.1.1. Subject to preliminary scrutiny by a committee constituted by the competent authority known as Screening Committee, with the officials of the concerned department and Human Resources, who will ensure that:
- i) Applications are duly completed and accompanied by the prescribed application fees, if applicable, and were received within the permitted time.
  - ii) Age of the applicant is within the prescribed limit.
  - iii) Qualifications and experience of the candidates conform to those prescribed in the advertisement, based on the information/documents submitted at the application stage.
  - iv) Applications have been submitted "Through Proper Channel" wherever applicable.
  - v) In the case of candidates from SC, ST, OBC, Ex-servicemen, etc. groups, the application is accompanied by a certificate to that effect from the competent authority.
  - vi) In the event there is a mismatch between the information given in the application (including CTC) and the documents submitted, then the applicant's CTC during physical document verification is subject

to the maximum declared in the online application, will be considered for determining his eligibility.

- 16.2. The applications that fulfill the prescribed minimum criteria after preliminary scrutiny by the Committee shall be listed to be called for the next selection stage i.e. Interview. Such a list may be placed to the department concerned for their concurrence as decided by the Competent Authority. The list of finally screened candidates for appearing in the personal Interview will be put up to competent authority for final approval by P&A Department. A list of candidates rejected during screening shall also be drawn by such committee with the reasons for rejection and submitted to the P&A department for record.
- 16.3. On approval of the Competent Authority, the list of candidates screened for interview shall be called for personal interviews by Call letters. Such a list shall also be displayed on the corporate website, besides email/ online call letters, for information by the outsourcing agency.
- 16.4. The above procedure for shortlisting applications is to be utilized for Campus recruitment.

## **17. VERIFICATION OF DOCUMENTS/TESTIMONIALS**

- 17.1. All the candidates shortlisted for any posts filled through Direct Recruitment from an External source shall be liable to appear for verification of Documents before attending the interview in the selection stage as stipulated hereunder.
- 17.2. The candidates who are shortlisted after the Written Test for Group Discussion/ Interview(for lateral) shall be advised to bring the required original documents/testimonials, along with self-attested copies, in support of Age, Qualification, Experience, Caste, etc. The certificates shall be verified by the Company Executives for verification of documents submitted during the online application before the candidate is permitted to attend the Group Discussion/ interview. For this purpose, a declaration form shall be filled by the candidates appearing for the above stage of selection and any deviation shall also be recorded therein by the Officer Verifying the documents.
- 17.3. Such of those candidates who have work experience in the Private Sector should produce the experience certificate issued by his/her Employer (preferably on the letterhead of the (Employer). This aspect should be mentioned in the detailed advertisement and also in the Call letter for interview/ GD, as applicable.
- 17.4. The responsibility for verification of the testimonials/documents solely lies with the concerned Verifying officer who has been entrusted with the task. In case the candidate(s) do not produce/submit the required documents at the time of verification, the candidate(s) will normally not be permitted to attend the interview. However, where the candidate could not produce certain documents like the latest Caste Certificate, Original Degree qualification Certificate, etc. at the time of the Interview for genuine reasons, the candidate may be allowed to appear for Interview, subject to the candidate giving the undertaking produce/submit the same within one month from the date of interview, or date of joining (if selected), whichever is earlier, failing which his/her candidature will be treated as canceled.
- 17.5. The result of such candidates will also be withheld till such time the required document(s) is/are produced within the allowed time of one month.

## **18. SELECTION PROCESS AND CONSTITUTION OF INTERVIEW BOARDS**

### **18.1. INTERVIEW BOARD:**

Based on the level of post for which the selection is to be made, the Competent Authority shall constitute an Interview Board for evaluating the performance during the interview, for selection to the post. Such Interview Board will broadly constitute:

- i) CMD, Functional Directors, and/or other Senior Level officials competent to evaluate the candidates for selection to the post.
- ii) Professional/ subject Experts in or from outside the organization, if required
- iii) Representative of SC/ST, OBC, etc. as required according to government guidelines.
- iv) HOD/Executive of an appropriate level of P&A department.
- v) Representative(s) of Women and minorities shall be co-opted from amongst the above members, if possible.

The post-wise Interview Boards will be as provided in Annexure-I.

## **18.2. FUNCTION OF INTERVIEW BOARD :**

- 18.2.1. Interview Board will assess the suitability of the candidates on the basis of their qualifications, professional knowledge, experience, and other relevant facts vis-à-vis the specific requirements of the posts and on the basis of the standards of technical/ subject/ managerial skill/, professional competence and overall personality factors as assessed from the candidate's performance in the interview, and will assign a mark to each candidate appearing for the interview for the post for which selection is to be made.
- 18.2.2. Based on the defined selection process for direct recruitment at Entry Level, which may comprise Written test, Group Discussion and Interview or a combination thereof and/or any other test(s) as may be prescribed in these rules, the marks awarded by Interview Board as per point 18.2(i), will be added to the other scores to arrive at the final marks of each candidate.
- 18.2.3. For selection through only interviews in case of direct recruitment at the Lateral Level, the interview Board will recommend a panel of names of all such suitable candidates in order of merit on the basis of the interview marks so assigned. Provided that when two or more candidates secure equal marks, they will be empaneled in the chronological order of their dates of birth, the oldest being placed first among them. Provided also that in respect of the reserved vacancies, the Board will draw up and recommend a separate panel of names of suitable candidates belonging to SC, ST and Other Backward Classes.
- 18.2.4. Interview board shall submit its recommendations to the competent authority who may approve in full or in part or disapprove its recommendations. The competent authority shall record its reasons in writing while setting aside the recommendations partly or wholly. Decisions of the competent authority taken with regard to the selection of a candidate or on any other matter relating to recruitment shall be final and binding on all concerned.

## **18.3 SELECTION PANEL:**

- 18.3.1. Selection panel shall be drawn on the basis of total marks scored in the order of merit as per the respective recruitment processes in entry-level and on the other hand for lateral level, the same shall be drawn on the basis of marks scored in the Interview.
- 18.3.2. In the case of tie, i.e., if more than one candidate obtains equal marks in Written Test/ Group Discussion/ in the Merit List and also qualifies in next level test, all candidates having same marks shall be called for the next stage of selection. However, if more than one candidate obtains equal marks in the Panel of selected candidates for a post, order will be decided on the basis of marks scored in the latest stage of selection i.e. interview. If there is a tie in the marks scored in interview, the tie breaking order will be applicable to GD and then Written Test/CBT in case of Management Trainee and Written Test/CBT in case of AM and so on. Still, if there is a tie the Date of Birth (i.e. the senior in date of birth shall be kept as senior in the panel).
- 18.3.3. Such panel will be valid for a period of one year from the date of its approval by the Competent Authority. The panel of selected candidates on expiry of the period of validity, will cease to operate unless decided otherwise by the appointing authority for reasons to be recorded in writing within the validity period.
- 18.3.4. The appointing authority shall make appointments in the order of merit from the selection panels.

## **19. CONDUCT OF INTERVIEW:**

- 19.1. All candidates called for interview will be reimbursed expenses incurred on travel to & fro the place of interview on production of money receipt or any other supporting documentary evidence in respect of the onward journey, subject to limit of 2<sup>nd</sup> AC fare as per the Travelling Allowance rules of the Company prevalent from time to time. All SC/ST and PWD candidates shall be shortlisted



- for any of the selection process shall be entitled for such reimbursement. The same shall be mentioned in the advertisement/ call letters for this purpose.
- 19.2. For internal candidates called for interview, reimbursement of expenses will be made as per TA Rules of the Company treating them on official tour.
  - 19.3. The call letters to each candidate for appearing for interview before the Interview Board is to be issued by Registered Post/Under Certificate of Posting/Courier Service/Speed Post/E-Mail, not later than twenty-one (21) clear calendar days before the date of interview, should, inter alia, state clearly the post and the grade/ grades for which the candidate will be considered and other formalities that he will be required to comply with prior to the interview.
  - 19.4. In the case of recruitment for vacancies reserved exclusively for the Scheduled Castes/ Scheduled Tribes and OBC, separate interviews exclusively for candidates belonging to these communities will be held by the Interview Board which should include a member of Scheduled Caste and Scheduled Tribe-
  - 19.5. P&A Department will make available to the members of the Interview Board the following documents and particulars regarding the candidates called for interview:
    - 19.5.1. A copy of the Advertisement/Notification together with the specific requirements and the duties & responsibilities of the post.
    - 19.5.2. Broadsheet of all the candidates called for interview for assessment of the Interview Committee.
    - 19.5.3. Declaration form along with the Online application of each candidate.
    - 19.5.4. Special information, if any, relevant to selection regarding any candidate.

## **20. OFFER OF APPOINTMENT**

- 20.1. Based on the panel of selected candidates in order of merit, appointment shall be offered from each merit list for the posts the panel(s) are prepared. Appointment offers shall be centrally issued by the Recruitment Section of P&A Department. The HOD (P&A) shall be authorized to issue offers of appointment for and on behalf of the Competent Authority.
- 20.2. Offer of appointment will be issued to the selected candidates in the prescribed form with standard terms of appointment at **Annexure II**, in duplicate, specifying the terms and conditions of appointment. The offer of appointment shall be accompanied by the forms and declarations required for joining the post as detailed at rules para 23 below.
- 20.3. The Standard terms of appointment may be modified to include/ exclude provisions, conditions as deemed fit by the authority competent to modify these rules.
- 20.4. Candidates so appointed will sign duplicate copy of offer of appointment in token of acceptance of appointment and return the same to the Issuing Authority of the Personnel Dept. within the stipulated time 10 days from the date of offer.
- 20.5. The Offer of appointment shall indicate the scale of pay, other monetary benefits, employment terms and conditions, date & place of joining, etc. Candidates offered appointment shall normally be given 30 days' time to join duty.
- 20.6. If the candidate issued with the offer of appointment does not join duty within such last date as indicated in the offer of appointment, the offer of appointment issued in his/ favour, will be deemed to have been withdrawn and cancelled and the next candidate in the panel shall be offered appointment, unless extension of joining time has been granted by the Appointing Authority.
- 20.7. Under exceptional circumstances and depending upon the merits of each case, request for extension in joining time shall be considered and decision of the competent authority conveyed to the candidate concerned, subject to the condition that the request for extension in joining time does not exceed a period of three months. If the appointee does not report for duty within the stipulated/ extended time, the offer of appointment shall stand withdrawn and cancelled, and the next candidate in the panel shall be offered appointment.

## **21. OPERATION OF PANEL OF SELECTED CANDIDATES :**

- 21.1. Based on the panel as per rule para 20, P&A Department will issue offers of appointment to one or more candidates in order of merit given in the panel depending on the number of posts as sanctioned by the appointing authority.
- 21.2. Where there is a separate panel of selected candidates from the Scheduled Castes and Scheduled Tribes in respect of vacancies exclusively reserved for them, the model roster prescribed by the Government will be followed while making offers of appointment.
- 21.3. In case selection of more than one candidate at a time in the same grade, the seniority shall be reckoned as per merit in the panel.

## **22. PRE-EMPLOYMENT MEDICAL EXAMINATION:**

- 22.1. An appointee to a post in the Company will be required to undergo a pre-employment medical examination by the Company's Medical Officer or a Govt. hospital/ by a Registered Medical Practitioner. No selected candidate will be appointed unless medically examined, found fit & suitable for the post, by Company's Medical Advisor or any other Authorized Government Medical Officer.
- 22.2. Certificate of Medical Fitness will be as per the medical examination standards prescribed at **Annexure-V** for appointments in the Company.
- 22.3. Candidates who are found medically unfit shall not be allowed to join the service of the Company and may be referred for re-examination as per the advice of the Medical Advisor of the Company.
- 22.4. On such medical re-examination, the candidate is found to be medically fit, he/she will be considered suitable to join the post under the issue of Offer of Appointment. However, if the candidate is found to be medically unfit, his/her candidature will be cancelled. Such candidate will be informed accordingly and the next candidate in the selected merit panel may be offered appointment and called for pre-employment medical examination.
- 22.5. The procedure outlined above shall be applicable for pre-employment medical examination of the candidates being considered for appointment to any post in the Company in regular scale of pay.

## **23. JOINING FORMALITIES**

- 23.1. All appointees are required to fill up the following documents at the time of reporting for joining to the post.
  - 23.1.1. 3(three) copies of the 'Attestation Form' in original, duly furnishing all the details, as specified in the form at **Annexure III**.
  - 23.1.2. 3(three) copies of 'Declaration for Medical purpose' in the form as prescribed in the Medical Reimbursement rules of the Company from time to time, shall be duly filled.
  - 23.1.3. 2(Two) copies of 'Property Return' in original shall be filled and submitted.
  - 23.1.4. Duly filled 'Statement of r
  - 23.1.5. elation with Board of Directors' and 'Statement of nationality' (form attached).
  - 23.1.6. Any other Document/Form as desired as essential by the Company.
- 23.2. At the time of joining, the appointee shall be required to bring the required original documents / testimonials, in support of release from their previous employer(if applicable), along with self-attested copies, in support of Age, Qualification, Experience, Caste etc. The certificates shall be verified with originals by the Company Executives before the joining. The information provided at this stage shall be final and no information pertaining to educational qualification, experience etc. pertaining to period before joining shall be submitted by the candidate after joining.
- 23.3. Further, post joining all new joiners are required to submit the 'Nomination for Family Benefit', Provident Fund and Gratuity and 'Declaration PF form for taking up employment in MSTC'.

## **24. TRAINING ON JOINING**

- 24.1. On appointment, the Management Trainees shall be placed on On-the-job training for a period of 1(one) year from the date of joining the post and on successful completion of training period, they shall be placed as Assistant Manager in E-1 scale, subject to Vigilance clearance.
- 24.2. On Completion of the Training period a special report in the prescribed form (Annexure – IV) shall be prepared on the work and conduct of the executive during the period of probation by the Reporting Officer which shall be placed before the Competent Authority.

## **25. PROBATION ON FIRST APPOINTMENT**

- 25.1. Appointment (excluding deputation and lien) to any post shall normally be made on probation which may be extended at the sole discretion of the competent authority.
- 25.2. During the period of probation or extended period of probation, the appointing authority may terminate the services of the probationer without assigning any reasons whatsoever by giving one month's notice or payment of salary in lieu thereof. The probationer may likewise quit the services of the Company by giving one month's notice during the probation period or extended period of probation. Pay in lieu of notice period may also be given by either party.
- 25.3. The probation period of executives on first appointment will be one year and will be reckoned from the date of joining. The Probation period of executives placed as Assistant Manager in E-1 scale of pay on completion of training period above will be one year from the date of placement as Assistant Manager.
- 25.4. **Assessment Of Performance:**
  - 25.4.1. The performance and conduct of an executive on probation shall be watched carefully and continuously by the Reporting Officer and Reviewing officer and where it is found that a probationer is not making satisfactory progress or shows himself to be inadequate for the post in any way, the shortcomings shall be brought to his notice during the probationary period itself to enable him to make special efforts at self-improvement.
  - 25.4.2. At the end of the Probation period, a probationary report in the prescribed form (Annexure II of Rules for Promotion of executives) shall be prepared on the work and conduct of the executive during the period of probation by the Reporting Officer and Reviewing officer.
- 25.5. **Confirmation:**
  - 25.5.1. Confirmation in case of first appointment and on placement as Assistant Manager shall be based on satisfactory report of performance on the assessment of the Reporting and Reviewing Officer as per 25.4.2 above.
  - 25.5.2. The prescribed procedure as per the Annexure-V of the Rules of Promotion framed under the Promotion Policy for Executives shall be followed in cases of Probation confirmation pending enquiry/ disciplinary proceedings.
  - 25.5.3. Confirmation shall not be done in cases of first appointment until and unless procedures of verifications through attestation forms prescribed with regard to new appointments have been completed satisfactorily.
  - 25.5.4. If, after complying with the requirements of para 25.5.2 and 25.4.2 is done, the report along with the Vigilance clearance shall be placed for the approval of the Competent Authority. On approval, confirmation on first appointment to the post shall be effective retrospectively, i.e from the date the confirmation was due. Accordingly, the annual increment of the executives shall be granted from the said date with arrears.
  - 25.5.5. An executive shall not be regarded as having been confirmed unless an order of confirmation has been issued.
- 25.6. **Extension Of Probationary Period**
  - 25.6.1. The period of probation may be extended, if work and conduct during the period of probation have not been satisfactory, based on report mentioned in para 25.4.2.
  - 25.6.2. Probation may be extended not more than once by a period not exceeding the initial probationary period. This shall not apply to cases referred to in paras 25.5.2.

- 25.6.3. The decision to extend the probation shall be communicated to the executive. The executive should also be counselled regarding inadequacies/ deficiencies observed in his performance and conduct, to enable him to improve during the period of extended probation.
- 25.6.4. The executive will not be regarded as having been confirmed, unless an order of confirmation is issued to him in writing. At the end of the stipulated period of probation, if an executive is not confirmed, he may be informed of the position in writing.
- 25.6.5. If the performance of the executive is not found to be satisfactory, even during the extended period of probation, he shall be liable to be terminated.
- 25.6.6. An Executive reverted during the period of probation or at the end of period of probation shall not be entitled to any compensation.
- 25.7. **Clarification:**
  - 25.7.1. If during the period of probation/ extended probation, an executive remains on leave for more than three months or if he is deputed for training by the Company for more than three months within the probation period, his probation period may be extended to the extent of his leave/ training period subject to provision at 25.5.2.
  - 25.7.2. If, however, the absence on account of leave or training is three months or less, then the same may be ignored and the confirmation may be decided keeping in view the performance of the employee during the remaining period.
- 25.8. **Drawal Of Increment:**
  - 25.8.1. Increment shall be granted to an executive on On-the-job training/ probation only on the satisfactory completion of the period of training/ probation, subject to receipt of Police Verification Report and Vigilance report. However, on such placement (rules para 24)/ confirmation, the monetary benefit in respect thereof shall be admissible with effect from the normal date of his increment.
  - 25.8.2. The Personnel Department shall process the case within the stipulated time, obtain the necessary reports prescribed herein, and process the case to the competent authority.

## **26. VERIFICATION OF CHARACTER AND ANTECEDENTS**

- 26.1. All appointments are further subject to satisfactory report of verification of the character and antecedents of the appointee by the Appropriate authority. In event of the character and antecedents not being found satisfactory, the services of the appointee are liable to be terminated without any notice.
- 26.2. For this purpose, verification of character and antecedents of external candidates selected and appointed to a post will be carried out by the Personnel Department based on Attestation forms submitted by the candidate at the time of joining.
- 26.3. Attestation forms duly filled in by the candidate will be sent directly to the District Magistrate/ District Collector / Deputy Commissioner or other Government authorities, as the case may be, in duplicate, at the earliest.
- 26.4. The employee shall be eligible for issue of Confirmation letter in the appointed post, inter-alia, only after receipt of satisfactory verification report of Character & Antecedents.
- 26.5. If adverse report is received from any of the aforesaid Government authorities, finding the candidate unfit/unsuitable for employment, then the services of the appointee shall be liable to be terminated forthwith.

## **27. INDUCTION/ ORIENTATION:**

- 27.1. Employees/ Management Trainees appointed in the Company shall undergo suitable Induction/ Orientation program in line with the Training and Development policy and rules of the Company with an aim to make them aware about the Company's policy, culture, expectations etc.
- 27.2. During the training they shall receive pay in the regular scale.
- 27.3. They shall be eligible for Casual Leave and Optional Holidays during the first year of service in the Company. Further after completion of training period (for Management Trainees)/ Probation period for other posts, on completion of 1 year

of service in the appointed grade, Earned Leave and Half pay leave shall accrue to new joiners as per the extant rules of the Company in this regard.

## **28. PAY ON FIRST APPOINTMENT:**

- 28.1. The pay of an employee on his first appointment to a post in service of the Company shall normally be fixed at the minimum of the time scale applicable to the post in which he is appointed.
- 28.2. Where any person is appointed to a post to which a time scale is applicable, has been in continuous service for a period of not less than 2 years in any Department of the Central/ State Government/ PSU/ Autonomous Body/ University etc. prior to joining MSTC and was drawing Basic Pay above the minimum of the scale of the post in which he is being appointed, his starting pay would be fixed after protecting the pay drawn by him in his/ her parent company/ department subject to the condition that he/she was governed by the same IDA pattern in his/her parent organization as applicable to the post in MSTC. In cases, where DA is dissimilar, the starting pay will be fixed after protecting pay plus DA drawn by him/ her in his/ her previous organization.
- 28.3. Pay protection will be given to those candidates who have been working at lower grade in previous organization/department of the Central/ State Government/ PSU/ Autonomous Body/ University etc. and had applied for higher grade in MSTC.
- 28.4. Pay protection of a departmental candidate selected against the open advertisement will be fixed as on promotion.
- 28.5. **For Candidates from Private Sector** : No pay protection shall be admissible for candidates selected for appointment.

## **29. DISQUALIFICATION**

- 29.1. No person (a) who has entered into or contracted a marriage with a person having a spouse living and (b) who, having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for appointment to service.
- 29.2. Provided that the competent authority may, if satisfied that such marriage is permissible under the personal law applicable to such person and other party to the marriage and there are other grounds for so doing, exempt any person from the operation of the rule.

## **30. SAVINGS**

- 30.1. Nothing in these rules shall affect reservations and other concessions required to be provided for Scheduled Castes and Scheduled Tribes, Other Backward Classes, Persons with Disabilities, Ex-servicemen and other special categories of persons in accordance with the orders issued by the Central Government from time to time in this regard.

## **31. POWER TO AMEND**

- 31.1. CMD is authorized to frame and issue/ amend rules & procedures under this policy as per Delegation of Power.
- 31.2. HOD (P&A) is empowered to issue executive instructions as & when required to execute the Policy within its framework, and issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

## **32. TENURE OF THE RULES:**

- 32.1. The policy may be reviewed at the end of 5 years of its implementation or earlier (if required) to assess its efficacy in meeting its objective and make suitable changes, if required. Accordingly, the rules may be modified as required as per the delegation of power.

**Annexure-I**

**JOB SPECIFICATION- AGE, EDUCATIONAL AND OTHER QUALIFICATIONS  
REQUIRED FOR DIRECT RECRUITMENT ONLY, METHOD OF RECRUITMENT,  
INTERVIEW BOARD COMPOSITION<sup>1</sup>**

|                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of the Post</b>                                                                                                                                                      | <b>General Manager (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                                              |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-8                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 50 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                           |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b>QUALIFICATION:</b> Associate/ fellow member of the institute of CA/ CWA of India<br>OR<br>MBA( finance) from a recognized University /institution                                                                                                                                                                                                                                         |
|                                                                                                                                                                              | <b>Desirable:</b><br>i) Associate/ Fellow member of the Institute of Company Secretary of India<br>ii) knowledge of:<br>•Company law and Taxation<br>•Trade financing (domestic and Foreign)<br>•E commerce<br>•Computer application will be given preference.                                                                                                                               |
|                                                                                                                                                                              | <b>EXPERIENCE:</b> 20 Years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a Middle Management position in Government organization/ Public Sector Undertaking for at least 12 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion amongst Addl.GM (F&A) as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment.                                                                                                                                                                                                                                                        |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c ) At least one External member from outside- Member<br>(d) Representative of SC/ST/OBC etc. category- Member                                                                                                                                                                          |

<sup>1</sup> For Direct Recruitment under External source: Candidates applying from other organization under Central/ State government/ CPSE should be working/worked in the next below scale of pay for minimum 2 years as on the date of eligibility.

\* The percentage to be filled through promotion in any post shall not be applicable in case there are no candidates in the feeder cadre or as decided by the Competent Authority for reasons to be recorded in writing.

\*\* The qualification prescribed for any post may further be specified based on the requirement of the Company.

|  |                                                                            |
|--|----------------------------------------------------------------------------|
|  | (e) One executive of P&A Department at the appropriate level, if available |
|--|----------------------------------------------------------------------------|

| Name of the Post                                                                                                                                                      | Additional General Manager (Finance & Accounts)                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Classification                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                           |
| Pay Band and Grade pay                                                                                                                                                | E-7                                                                                                                                                                                                                                                                                                                                                                                         |
| Whether selection post or non-selection post                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                   |
| Age limit for direct recruitment                                                                                                                                      | Below 50 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                          |
| Educational and other qualification required for direct recruitment                                                                                                   | <b>QUALIFICATION:</b><br>Associate/ Fellow Member of the Institute of CA/CWA of India<br>OR<br>MBA( Finance) from a recognized University /institution.                                                                                                                                                                                                                                     |
|                                                                                                                                                                       | <b>DESIRABLE:</b><br>i) Associate/ Fellow Member of the Institute of Company Secretaries of India<br>ii) Knowledge of<br>• Company Law and Taxation<br>• Trade Financing (DOMESTIC and FOREIGN)<br>• e-commerce<br>• Computer application will be given preference.                                                                                                                         |
|                                                                                                                                                                       | <b>EXPERIENCE:</b> 18 Years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a Middle Management position in Government organization/ Public Sector Undertaking for at least 8 years. |
| Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                          |
| Period of probation, if any                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                    |
| Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods* | 100% by Promotion amongst Deputy General Managers (F&A) as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment                                                                                                                                                                                                                                        |
| Interview Board composition                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c ) At least one External member from outside- Member<br>(d) Representative of SC/ST/OBC etc. category- Member<br>(e) One executive of P&A Department at the appropriate level, if available                                                                                           |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of the Post</b>                                                                                                                                                      | <b>Deputy General Manager (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                                             |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-6                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 45 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                 |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate/ Fellow Member of the Institute of CA/CWA of India<br>OR<br>MBA( Finance) from a recognized University/ institution.                                                                                                                                                                                                                                     |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Knowledge of :<br><ul style="list-style-type: none"> <li>• Company Law and Taxation</li> <li>• Trade financing (Domestic and Foreign)</li> <li>• e-commerce</li> <li>• Computer Applications will be given preference.</li> </ul>                                                                                                                                      |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b> 16 years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a Middle Management position in Government organization/ Public Sector Undertaking for at least 6 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% by Promotion amongst Chief Managers(F&A) as per extant Promotion Policy and Rules of the Company, and 25% by direct recruitment                                                                                                                                                                                                                                                                |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                               |



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| <b>Name of the Post</b>                                                                                                                                                      | <b>Chief Manager (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                                                |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-5                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 45 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                           |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate Member of the Institute of CA/CWA of India<br>OR<br>MBA( finance) from a recognized University/ Institution.                                                                                                                                                                                                                                       |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Knowledge of :<br><ul style="list-style-type: none"> <li>• Company Law and Taxation</li> <li>• Trade financing (Domestic and Foreign)</li> <li>• e-commerce</li> <li>• Computer Applications will be given preference.</li> </ul>                                                                                                                                |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b> 14 years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory position in Government organization/ Public Sector Undertaking for at least 7 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion amongst Senior Managers (F&A) as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment                                                                                                                                                                                                                                                 |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                         |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Senior Manager (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                                                  |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-4                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 45 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                              |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate Member of the Institute of CA/CWA of India<br>OR<br>MBA (Finance) from a recognized University/ Institution.                                                                                                                                                                                                                                          |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Knowledge of:<br><ul style="list-style-type: none"> <li>• Company law and Taxation</li> <li>• Trade Financing (Domestic and Foreign)</li> <li>• e-Commerce</li> <li>• Computer Applications will be given preference.</li> </ul>                                                                                                                                    |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b><br>11 years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory position in Government organization/ Public Sector Undertaking for at least 5 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% by Promotion amongst Managers (F&A), as per extant Promotion Policy and Rules of the Company, and 25% by direct recruitment                                                                                                                                                                                                                                                                 |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                            |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Manager (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                                                        |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-3                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 34 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                             |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate Member of the Institute of CA/CWA of India<br>OR<br>MBA (Finance) from a recognized University/ Institution.                                                                                                                                                                                                                                         |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Knowledge of:<br><ul style="list-style-type: none"> <li>• Company Law and Taxation</li> <li>• Trade Financing (Domestic and Foreign)</li> <li>• e-Commerce</li> <li>• Computer Applications will be given preference.</li> </ul>                                                                                                                                   |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b><br>8 years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory position in Government organization/ Public Sector Undertaking for at least 3 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion amongst Deputy Managers(F&A), as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment                                                                                                                                                                                                                                                   |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Director<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                            |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Deputy Manager (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                                                 |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-2                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 32 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                             |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate/ Fellow Member of the Institute of CA/CWA of India<br>OR<br>MBA (Finance) from a recognized University/ Institution.                                                                                                                                                                                                                                 |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Knowledge of:<br><ul style="list-style-type: none"> <li>• Company Law and Taxation</li> <li>• Trade Financing (Domestic and Foreign)</li> <li>• e-Commerce</li> <li>• Computer Applications will be given preference.</li> </ul>                                                                                                                                   |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b><br>5 years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory position in Government organization/ Public Sector Undertaking for at least 2 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion from amongst the Assistant Managers(F&A), as per extant Promotion Policy and Rules of the Company, failing which by Direct Recruitment                                                                                                                                                                                                                                       |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                           |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Assistant Manager (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                    |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-1                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                            |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 30 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                   |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate Member of the Institute of CA/CWA of India<br>OR<br>MBA (Finance) from a recognized University/ Institution.                                                                                                                                                                                                               |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Knowledge of:<br>• Company Law and Taxation<br>• Trade Financing (Domestic and Foreign)<br>• e-Commerce<br>• Computer Applications will be given preference.                                                                                                                                                                             |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b><br>2 Years post qualification experience in Finance and Accounts, in a government organization/ Public Sector Undertaking or Private concern of repute.                                                                                                                                                                                    |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                             |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% from Direct Recruitment and 25% from Promotion by selection from amongst Non-Executives in Terms of the prevailing promotion Policy of the Company.                                                                                                                                                                                                              |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Management Trainee (Finance &amp; Accounts)</b>                                                                                                                                                                                                                                                                                                                   |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | Management Trainees shall be on taken initially in E-1 scale on induction training for the period of one year and placed as Assistant Manager in E-1 scale on successful completion of training .                                                                                                                                                                    |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                            |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 28 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                   |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate Member of the Institute of CA/CWA of India<br>OR<br>MBA (Finance) from a recognized University/ Institution.                                                                                                                                                                                                               |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Knowledge of:<br><ul style="list-style-type: none"> <li>• Company Law and Taxation</li> <li>• Trade Financing (Domestic and Foreign)</li> <li>• e-Commerce</li> <li>• Computer Applications will be given preference.</li> </ul>                                                                                                         |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | No                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                             |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% by Direct Recruitment and 25% by Promotion by selection from amongst non-executives in terms of prevailing promotion policy of the Company.                                                                                                                                                                                                                      |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>COMPANY SECRETARY</b>                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Pay Band and Grade</b>                                                                                                                                                    | May be taken in any Pay band and Grade as decided by the Competent Authority                                                                                                                                                                                                                                                                                                                                 |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 40 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                           |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Associate Member of the Institute of Company Secretaries of India.                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>i) Degree in law.<br>ii) Knowledge of Taxation/ Import- Export Policy/ working of public Sector Units.                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b><br>Minimum 10 years post qualification experience in Secretarial matters in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a senior supervisory position in Government organization/ Public Sector Undertaking for at least 5 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) Company Secretary, at appropriate level<br>(d) One External member from outside, if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                                                                  |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>GENERAL MANAGER (General Cadre)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Pay Band and Grade</b>                                                                                                                                                    | E-8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 50 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Masters Degree in Humanities/ Science/ Commerce/ Engineering/any other relevant discipline from a recognized University/ Institution.<br>OR<br>MBA                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>•Degree in Law<br>•PG Degree/Diploma in Management/ International Trade/ Materials Management/ any other relevant specialization<br>•Knowledge of<br>•Import-Export<br>•Trading<br>•e-commerce<br>•Computer Applications will be given preference                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                              | <b><u>EXPERIENCE</u></b><br>20 Years' experience in the field of Personnel/ Administration/ Law*/ Marketing/ Import-Export/ Project Formulation- Implementation / Materials Management/ Trading / e-Commerce / Information Technology etc. in Govt. Organization/ Public Sector Undertaking or private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a Middle Management position in Government organization/ Public Sector Undertaking for at least 12 years.<br>*20 years of working/ practicing experience in the field of Law also would suffice. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion amongst Addl.GM (F&A) as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c ) At least one External member from outside- Member<br>(d) Representative of SC/ST/OBC etc. category- Member<br>(e) One executive of P&A Department at the appropriate level, if available                                                                                                                                                                                                                                                                                                                                    |



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| <b>Name of the Post</b>                                                                                                                                                      | <b>Additional General Manager (General Cadre)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 50 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Master Degree in Humanities/Science/ Commerce/ Engineering/ any other relevant discipline from a recognised University/ Institution.<br>OR MBA                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>I) Degree in law<br>ii) PG degree /Diploma in Management/ International Trade/ Material Management/ any other relevant specialization<br>iii) knowledge of<br>• Import-Export<br>• Trading<br>• e-Commerce<br>• Computer application will be given preference                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                              | <b><u>EXPERIENCE :</u></b><br>18 years' experience in the field of Personnel /Administration/ Law*/ Marketing/ Import-Export/ Project Formulation -Implementation/ Material Management /Trading/ e-Commerce/ Information Technology etc. in Government Organization /Public Sector undertaking for private concern of a repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a Middle Management position in Government organization/ Public Sector Undertaking for at least 8 years. *18 years of working/practice experience in the field of Law also would suffice. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion amongst Deputy General Managers as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c ) At least one External member from outside- Member<br>(d) Representative of SC/ST/OBC etc. category- Member<br>(e) One executive of P&A Department at the appropriate level, if available                                                                                                                                                                                                                                                                                                                                   |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Deputy General Manager (General Cadre)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 45 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICAION:</u></b><br>Master Degree in Humanities/Science/Commerce/ Engineering/ any other relevant discipline from a recognized University institution.<br>OR MBA                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>I) Degree in law<br>ii) PG degree /Diploma in Management/ International Trade/ Materials Management/ any other relevant specialization<br>iii) Knowledge of :<br>• Import-Export<br>• Trading<br>• e-Commerce<br>• Computer Applications will be given preference.                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                              | <b><u>EXPERIENCE :</u></b><br>16 years' experience in the field of Personnel /Administration/ Law*/ Marketing/ Import-Export/ Project Formulation - Implementation/ Materials Management / Trading /e-Commerce/ Information Technology etc. in Government Organization/ Public Sector Undertaking or private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a Middle Management position in Government organization/ Public Sector Undertaking for at least 6 years.<br>*16 year of working/practice experience in the field of Law also would suffice. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Period of probation, if any</b>                                                                                                                                           | One year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% by Promotion amongst Chief Managers as per extant Promotion Policy and Rules of the Company, and 25% by direct recruitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                                                                                                                                                                                                                                                                  |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Chief Manager (General Cadre)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 45 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Master Degree in Humanities/Science/ Commerce/ Engineering/any other relevant discipline from a recognized University/institution.<br>OR MBA                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>I) Degree in law<br>ii) PG Degree /Diploma in Management/ International Trade/ Materials Management/ any other relevant specialization<br>iii) Knowledge of :<br>• Import-Export<br>• Trading<br>• e-Commerce<br>• Computer Application will be given preference.                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                              | <b><u>EXPERIENCE :</u></b><br>14 years' experience in the field of Personnel/ Administration/Law*/ Marketing/ Import-Export/ Project Formulation - Implementation/ Materials Management /Trading /e-Commerce/ Information Technology etc. in a government organization/ Public Sector Undertaking or Private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory capacity in Government organization/ Public Sector Undertaking for at least 7 years.<br>* 14 years of working/ practicing experience in the field of Law also would suffice. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion amongst Senior Managers as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                                                                                                                                                                                                                                                                 |

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| <b>Name of the Post</b>       | <b>Senior Manager (General Cadre)</b> |
| <b>Classification</b>         | A                                     |
| <b>Pay Band and Grade pay</b> | E-4                                   |

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| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 45 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Master Degree in Humanities/Science/ Commerce/ Engineering/ any other relevant discipline from a recognized University Institution.<br>OR MBA                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                              | <b><u>DESIRABLE :</u></b><br>i) Degree in Law.<br>ii) PG Degree /Diploma in Management/International Trade/ Materials Management/ any other relevant specialization.<br>iii) Knowledge of :<br>• Import-Export<br>• Trading<br>• e-Commerce<br>• Computer Application will be given preference.                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                              | <b><u>EXPERIENCE :</u></b><br>11 years' experience in the field of Personnel /Administration/ Law*/ Marketing/Import-Export/Project Formulation - Implementation/Materials Management/Trading /e-Commerce/ Information Technology etc. in Government Organization/ Public Sector Undertaking or private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory capacity in Government organization/ Public Sector Undertaking for at least 5 years.<br>*11 years of working/ practicing experience in the field of Law also would suffice. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% by Promotion amongst Managers as per extant Promotion Policy and Rules of the Company, and 25% by direct recruitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                                                                                                                                                                                                                                                           |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Manager (General Cadre)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 34 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Degree in Humanities/Science/ Commerce/ Engineering/ any other relevant discipline from a recognized University/Institution OR MBA<br>OR Any other equivalent professional qualification as may be prescribed by CMD.                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>i) Post Graduate Degree/Diploma in Management/ International trade/ Materials Management/ any other relevant specialization<br>ii) Knowledge of :<br>• e-Commerce<br>• Computer Applications will be given preference.                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                              | <b><u>EXPERIENCE</u></b><br>8 years (6 years for applicants with Post Graduation degree/ MBA/ Degree in Engineering) experience in the field of Personnel /Administration/ Law*/Marketing/Import-Export/ Materials Management/Trading/e-Commerce/ Information Technology etc. in Government Organization/ Public Sector Undertaking or private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory capacity in Government organization/ Public Sector Undertaking for at least 3 years.<br>* 8 years of working /practicing experience in the field on law also would suffice. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Period of probation, if any</b>                                                                                                                                           | One year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion amongst Deputy Managers as per extant Promotion Policy and Rules of the Company, failing which by direct recruitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                                                                                                                                                                                                                                                                                                  |

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| <b>Name of the Post</b>                             | <b>Deputy Manager (General Cadre)</b> |
| <b>Classification</b>                               | A                                     |
| <b>Pay Band and Grade pay</b>                       | E-2                                   |
| <b>Whether selection post or non-selection post</b> | Selection                             |

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| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 32 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Degree in Humanities/Science/ Commerce/ Engineering/ any other relevant discipline from a recognized University institution. OR MBA                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>i) Post Graduate Degree/ Diploma in Management/ International Trade/Materials Management/ any other relevant specialization.<br>ii) Knowledge of :<br>• e-Commerce<br>• Computer Applications will be given preference.                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b><br>5 years ( 4 years for applicants with Post Graduation degree/ MBA/ Degree in Engineering) experience in the field of Personnel/ Administration/Law*/Marketing/ Import-Export/ Materials Management/ Trading/ e-Commerce/ Information Technology etc. in Government Organization/ Public Sector Undertaking or private concern of repute. Out of this, applicants from a government organization/ Public Sector Undertaking, shall require to be in a supervisory capacity in Government organization/ Public Sector Undertaking for at least 2 years. *Alternatively, practicing experience of 6 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 100% by Promotion from amongst the Assistant Managers as per extant Promotion Policy and Rules of the Company, failing which by Direct Recruitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                                                                                                                                                                                                                                                                 |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Assistant Manager (General Cadre)</b>                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Classification</b>                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | E-1                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 30 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India                                                                                                                                                                                                                                                                                                                                                             |
| <b>Educational and other qualification required for direct recruitment</b>                                                                                                   | <b><u>QUALIFICATION:</u></b><br>Degree in Humanities/Science/ Engineering/ Business Administration /Commerce/ any other relevant discipline from a recognized University Institution.<br><br>OR MBA<br>OR Any other equivalent professional qualification as may be prescribed by CMD.                                                                                                                                                         |
|                                                                                                                                                                              | <b><u>DESIRABLE :</u></b><br>i) Post Graduate Degree/ Diploma in Management / International Trade/ Materials Management/ any other relevant specialization.<br>ii) Knowledge of <ul style="list-style-type: none"> <li>• e-Commerce</li> <li>• Computer Applications will be given preference</li> </ul>                                                                                                                                       |
|                                                                                                                                                                              | <b><u>EXPERIENCE:</u></b><br>2 years (1year for applicants with Post Graduation degree/ MBA/ Degree in Engineering) experience in the field of Personnel /Administration/Law*/ Marketing/ Import-Export/ Materials management/ trading/e-Commerce/ Information Technology etc. in a supervisory capacity in Government Organization/ Public Sector Undertaking/Private concern of repute.<br>*Alternatively, practicing experience of 2 years. |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | NO                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Period of probation, if any</b>                                                                                                                                           | One year                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% from Direct Recruitment and 25% from Promotion by selection from amongst Non-Executives in Terms of the prevailing promotion Policy.                                                                                                                                                                                                                                                                                                       |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available                                                                           |

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| <b>Name of the Post</b>                                                                                                                                                      | <b>Management Trainee (General Cadre)</b>                                                                                                                                                                                                                                                                                                                            |
| <b>Classification</b>                                                                                                                                                        | GENERAL CADRE                                                                                                                                                                                                                                                                                                                                                        |
| <b>Pay Band and Grade pay</b>                                                                                                                                                | Management Trainees shall be placed initially on E-scale on induction training for the period of one year and placed as Assistant Manager on successful completion of training subsequently.                                                                                                                                                                         |
| <b>Whether selection post or non-selection post</b>                                                                                                                          | Selection                                                                                                                                                                                                                                                                                                                                                            |
| <b>Age limit for direct recruitment</b>                                                                                                                                      | Below 28 Years (Relaxable for SC/ST/OBC/PWD) as per notification of Govt. of India.                                                                                                                                                                                                                                                                                  |
| <b>Educational and other qualifications required for direct recruitment</b>                                                                                                  | <b><u>QUALIFICATION:</u></b><br>Degree/ Post Graduation Degree in Humanities/Science/ Commerce/ Engineering/Law/Information Technology/Business Administration with minimum 60% marks from a recognized University/ institute.                                                                                                                                       |
|                                                                                                                                                                              | <b><u>DESIRABLE:</u></b><br>Candidate having<br>i) PG degree /Diploma in Marketing/International Trade/Materials Management/ HR/Logistic/ any other relevant specialization from a recognized Institution/University will be given preference<br>ii) Knowledge in Computer Application                                                                               |
| <b>Whether age and educational qualifications prescribed for direct recruitment will apply in the case of promotes</b>                                                       | No                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Period of probation, if any</b>                                                                                                                                           | One Year                                                                                                                                                                                                                                                                                                                                                             |
| <b>Method of recruitment whether by direct recruitment or by promotion or by deputation/ absorption and the percentage of the vacancies to be filled by various methods*</b> | 75% by Direct Recruitment and 25% by Promotion by selection from amongst non-executives in terms of prevailing promotion policy of the Corporation.                                                                                                                                                                                                                  |
| <b>Interview Board composition</b>                                                                                                                                           | The composition of Interview board will be as under:<br>(a) Chairman<br>(b) Functional Directors<br>(c) General Manager/HOD of concerned department, at appropriate level<br>(d) One External member from outside if required<br>(e) Representative of SC/ST/OBC etc. category- Member<br>(f) One executive of P&A Department at the appropriate level, if available |



## **STANDARD TERMS OF APPOINTMENT**

### **1.0 TRAINING**

The appointee will be given Orientation training after reporting for duties at Head Office, MSTC, as per clause 8.14 below.

### **2.0 PAY**

During the period of probation, the appointee will draw a Basic Pay of Rs.1,00,000/- per month in E-5 grade of Rs.1,00,000-3%-2,60,000/-. In addition, the appointee will be entitled to VDA, HRA, Perks and other allowances as admissible under the rules of the Company.

### **3.0 PROBATION**

The appointee will be on probation for a period of 1 year from the date of joining.

On successful completion of probation for a period of one year, which may be extended at the discretion of the Management, his/her appointment will be regularized.

### **4.0 LIABILITY TO SERVE DEFENCE SERVICE**

4.1. The appointee will be liable to serve in any Defense Service or in any post connected with the Defense of India as may be required by Government of India from time to time.

### **5.0 TRANSFER OF SERVICE**

5.1. His/her services will be liable to be transferred to any of the units/subsidiaries/Joint Venture of MSTC Limited, or any of the units in Public Sector at any time and in that case the contract of his/her employment shall stand transferred and assigned to that subsidiary/unit/Joint Venture as the case may be upon the same terms and conditions as contained in this offer of appointment and the same would be applicable to the appointee as if the said offer of appointment was issued to the appointee by such subsidiary/unit as aforesaid. The term 'Company herein before and hereinafter referred to accordingly shall mean MSTC Limited and in the event of transfer of his/her services to any of the subsidiaries/units/PSUs/Joint Venture as aforesaid shall mean that subsidiary/unit/Joint Venture/PSUs.

### **6. AGE OF RETIREMENT**

6.1. The appointee will retire from the services of the Company on completion of the age of superannuation i.e. 60 years or the age as may be applicable at the relevant point of time.

### **7.0. TERMINATION OF SERVICE**

7.1. During the period of training and probation his/her services are liable to be terminated by the Company without notice and without assigning any reason.

7.2. At any time without any previous notice if the Company is satisfied on medical evidence that the appointee is unfit, and is likely to continue to be unfit for a considerable time by reasons of ill health, for discharge of his/her duties; provided always that the decision of the Company that the appointee is likely to continue to be unfit shall be conclusively binding on the appointee.

7.3. Without any previous notice if the appointee are found guilty of insubordination, intemperance, or other misconduct, or of any breach of any rules pertaining to his/her service or conduct or non-performance of his/her duties.

7.4. On successful completion of training and period of probation, his/her services can be terminated by three(3) months' notice in writing by either party without assigning any reason, the Company always retaining the right of giving pay in lieu of notice.

- 7.5. The Management, however, reserves the right of not accepting his/her notice of resignation under certain circumstances like, when disciplinary action is pending or is contemplated against the appointee, etc.

#### **8.0 OTHER CONDITIONS**

- 8.1 The appointee shall faithfully serve the Company, obey its lawful commands, keep its secret, diligently and carefully learn and perform such work and business as may be entrusted to the appointee, attend to his/her work regularly during such hours as may be prescribed and perform such duties as may be assigned.
- 8.2. The appointee shall devote his/her whole time in his/her duties and shall not carry on or be concerned in any other business or occupation, whatsoever.
- 8.3 The appointee shall be responsible for charge and care of the Company's money, goods, stores and any property entrusted to the appointee or in his/her hands and shall truly and faithfully account for, or pass over or deliver to the proper person all money, goods, stores and property which shall at any time come to his/her hands or under his/her charge, on account of the Company.
- 8.4. The appointee shall not take out any patent for any invention made by the appointee during the period of his/her service without prior permission of the Company.
- 8.5. The appointee shall ensure that any information, data, resources, report evidence, equipment and facilities created as a result of or in the course of his/her employment with the Company to which the appointee may have access to and/or which may come to his/her notice, knowledge, custody or possession shall not be disclosed, divulged, parted with, communicated, shared, conveyed, whether directly or indirectly to any third person or party under any circumstances, whatsoever, during his/her employment and even after cessation of employment with the Company.
- 8.6. The appointee shall be eligible for leave, leave salary, provident fund benefits, medical facilities, gratuity etc. as admissible under the rules of the Company. However, during the period of his/her probation, the appointee will be entitled only to Casual Leave; Earned Leave can be availed only on completion of induction training period/probation.
- 8.7. If the appointee are not married, the appointee shall not contract a marriage during the training period without the prior permission of the Company. If the appointee are married, a declaration will have to be furnished to the effect that the appointee do not have more than one spouse living, unless such marriage is permissible under the personal law applicable to the appointee and the other party to the marriage.
- 8.8. If any declaration or information furnished by the appointee proves to be false, or if it is found that the appointee have willfully suppressed any material information, the appointee will be liable for removal from service forthwith without any notice and without assignment of any reason whatsoever and without prejudice to such other action as the Company may deem necessary.
- 8.9. His/her appointment in the Company will be as direct recruit and the Company will not bear any liability on account of leave salary, pension contribution, etc. connected with his/her former employment, if any.
- 8.10. The appointee will be liable to serve in any part of India.
- 8.11. The appointee will be subject to the service rules and regulations including the Conduct, Discipline & Appeal Rules, as well as the administrative orders of the Company in force from time to time and will obey all such orders and directions as the appointee may receive from his/her superiors. In case of any dispute on interpretation of any part of this letter, or the rules governing his/her service or otherwise, howsoever arising, the decision of the Company, thereon, shall be final and binding.

- 8.12. The appointee will be entitled to travelling allowance for joining duty/training by (2-Tier A/C) train on submission of ticket for the same.
- 8.13 His/her appointment is subject to his/her being found medically fit by the Medical Advisors of the Company. The appointment is further subject to satisfactory report of verification of his/her character and antecedents by the Appropriate Authority for which the appointee is required to fill up and submit the enclosed attestation forms as mentioned in para 9.1 below in triplicate. In the event of his/her character and antecedents not being found satisfactory, his/her services are liable to be terminated without any notice.
- 8.14. If the above terms and conditions are acceptable, the appointee should report for medical examination to the Company's Medical Advisor/ Company nominated Medical professional on or before ..... and report for joining on or before ..... to the .....
- 9.0. The appointee shall fill in the following enclosed forms and submit at the time of reporting for joining.
- 9.1. Attestation Forms (in triplicate).  
Please enclose self-certified photostat copies of certificates, mark sheets in support of his/her date of birth, educational qualifications from Matriculation/School Final/equivalent (10th Standard) onwards, experience, if any and other testimonials. The originals should be produced at the time of joining for verification.  
Please note that in case of any discrepancy in the documents submitted by the appointee with his/her application/before interview etc. with the original documents at the time of joining or soon thereafter, the offer of appointment will stand cancelled.
- 9.2. Declaration of his/her belonging to SC/ST/OBC or Persons with Disabilities (PWD), if applicable, together with attested copies of supporting documents. The originals should be produced at the time of joining for verification.
- 9.3. Declaration of Family Members. (In Attestation forms)
- 9.4 Marriage Declaration. (In Attestation forms)
- 9.5. Character certificates from a Gazetted Officer of Central/State Government. (In Attestation forms)
- 9.6. Statement on relatives of foreign nationality/domicile.
- 9.7. Declaration regarding relationship with any of the Directors of the Company.
- 9.8. Declaration of Family Members for Medical purpose.
- 9.9 Property Return Form.
- 9.10 Declaration and Nomination Form (for purpose of PF).
- 9.11 Form of Appointment of Nominee (for Gratuity)
- 9.12 Nomination for Employees' Benefit Scheme.
- 9.13 Copy of PAN card.
- 9.14. Copy of Aadhar Card.
- 9.15. The appointee shall have to submit Relieving Order from his/her employer, if the appointee is presently employed.

\*\*\*\*

**ATTESTATION FORM****POST:**

1. The furnishing of false information or suppression of any factual information in the Attestation Form would be a disqualification and is likely to render you unfit for employment under MSTC and your services can be terminated on this ground even after you have JOINED MSTC.
2. If detained, convicted, debarred etc. subsequent to the completion and submission of this form the details should be communicated immediately to MSTC or the authority to whom the Attestation form has been sent earlier, as the case may be, failing which it will be deemed a suppression of factual information

AFFIX PHOTO HERE

|                                                                                                                               |                |                    |             |
|-------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|-------------|
| 1. Name (in Block Letters) with aliases, if any (indicate if added or dropped at any stage any part of your name or surname). | <b>SURNAME</b> | <b>MIDDLE NAME</b> | <b>NAME</b> |
| 2. Present Address (i.e. Village, Thana and District or House No./Lane/Street/Road, Town & PIN)                               |                |                    |             |
| 3. (a) Permanent Address (Full Details as at 2 above)                                                                         |                |                    |             |
| (b) If originally a resident of Pakistan, Bangladesh Address there and date of migration to India                             |                |                    |             |

4. Information with regard to son(s)/daughter(s) if studying / living abroad: (Separate Sheet may be attached if required)

| NAME | NATIONALITY (Birth/ Domicile) | BIRTH PLACE | COUNTRY (With full address) | DATE (Since when abroad) |
|------|-------------------------------|-------------|-----------------------------|--------------------------|
|      |                               |             |                             |                          |
|      |                               |             |                             |                          |

|    |              |                     |                      |  |
|----|--------------|---------------------|----------------------|--|
| 5. | Nationality: | Date of Birth & Age | Age at Matriculation |  |
|    |              |                     |                      |  |

|    |                   |                         |                               |                                         |
|----|-------------------|-------------------------|-------------------------------|-----------------------------------------|
| 6. | Indicate District | (a) Your place of birth | (b) Place to which you belong | (c) Place to which your father belonged |
|    |                   |                         |                               |                                         |

Contd.....P/2.

|                                                                                                  |                                                           |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 7. (a) Religion:                                                                                 | (b) Scheduled Caste/ Scheduled Tribe/ OBC/ EWS/ ESM/ PWD: |
| (c ) whether Person with Disabilities (PWD) (If so, mention nature and percentage of disability: | (d) Whether Ex-serviceman, if so, details:                |

8. Details of Education: (Separate Sheet may be attached, if required)

| Name of School/ College with full address | Date of entering | Date of leaving | Examination passed |
|-------------------------------------------|------------------|-----------------|--------------------|
|                                           |                  |                 |                    |
|                                           |                  |                 |                    |
|                                           |                  |                 |                    |

9. Employment particulars: (Separate Sheet may be attached, if required)

| Designation | Period with date | Full address of employers | Reasons for leaving |
|-------------|------------------|---------------------------|---------------------|
|             |                  |                           |                     |
|             |                  |                           |                     |
|             |                  |                           |                     |

10. If earlier employed in a Central / State Government Department or Undertaking or University / Local Body and left service on giving a month's Notice under Rule 5 of the Central Civil Services (Temporary Service) Rules 1965 or similar Rules, please indicate if any disciplinary proceedings were on against you, or you were asked to explain your conduct at the time you gave termination notice, or at a subsequent date, before your services were actually terminated.

11. (i) Please indicate if you have ever been (strike out portion not applicable)

- |                                                                            |         |
|----------------------------------------------------------------------------|---------|
| A. Arrested:                                                               | Yes/No  |
| B. Prosecuted:                                                             | Yes/No  |
| C. Kept under Detention:                                                   | Yes/ No |
| D. Bound Down:                                                             | Yes/ No |
| E. Fined by a Law Court:                                                   | Yes/ No |
| F. Convicted by a Law Court:                                               | Yes/ No |
| G. Debarred from any Exam or rusticated by any educational body:           | Yes/ No |
| H. Debarred or disqualified by any public service commission from:         | Yes/ No |
| I. Appearing at its Examination / Selection:                               | Yes/No  |
| J. Involved in any Court case pending currently:                           | Yes/No  |
| K. Involved in any case pending against you in educational body currently: | Yes/No  |

(ii) If answer to any one or more of the above is 'Yes' please furnish all relevant details (Use separate sheet, if required)

12. Names and addresses of two responsible persons of your locality or two references to who you are known

1.

2.

Contd.....P/3.

13. Particulars of places (with periods of residence) where you have resided for more than 1 year at a time during preceding 5 years. In case of stay abroad (including Pakistan / Bangladesh) Particulars of places where you resided for more than 1 year after attaining the age of 21 should be given: (Separate Sheet may be attached, if required)

| From | To | Full Residential Address | District Headquarters |
|------|----|--------------------------|-----------------------|
|      |    |                          |                       |
|      |    |                          |                       |
|      |    |                          |                       |

| 14. | Name          | Nationality (by Birth/ Domicile) | Birth Place | Occupation with office address | Permanent Home Address |
|-----|---------------|----------------------------------|-------------|--------------------------------|------------------------|
|     | Father        |                                  |             |                                |                        |
|     | Mother        |                                  |             |                                |                        |
|     | Wife/ husband |                                  |             |                                |                        |
|     | Brother(s)    |                                  |             |                                |                        |
|     | Sister(s)     |                                  |             |                                |                        |
|     | Son(s)        |                                  |             |                                |                        |
|     | Daughter(s)   |                                  |             |                                |                        |

I certify that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances which will impair my fitness for employment under Government.

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Candidate: \_\_\_\_\_

Certified that I have known Shri./ Smt./ Kumari \_\_\_\_\_, son/ daughter of \_\_\_\_\_, for the last \_\_\_\_\_ years \_\_\_\_\_ months and that to the best of my knowledge and belief the particulars furnished by him/her are correct.

Place: \_\_\_\_\_ Signature: \_\_\_\_\_

Designation & Address: \_\_\_\_\_

*The above certificate may be signed by any of the following: Gazetted Officers of Central or State Governments; Members of Parliament or State Legislature belonging to the constituency where the candidate or his parent/ guardian is ordinarily a resident; Sub Divisional Magistrate. Officers; Tehsildars or Naib/ Deputy Tehsildars authorized to exercise magisterial powers; Principal/ Headmaster of recognized School/ College/ Institution where the candidate studied last; Block Development Officer; Post- Masters; Panchayat Inspectors.*

**MSTC LIMITED**  
**225-C , ACHARYA JAGADISH BOSE ROAD**  
**KOLKATA-700020**

**DECLARATION**

I , Shri/Smt/  
Kumari \_\_\_\_\_ declare as  
under:-

- i) That I am unmarried/ a widower/ a widow/ a divorce.
- ii) That I am married and have only one wife living.
- iii) That I am married and my husband has no other living wife, to the best of my knowledge.
- iv) That I am married and have more than one wife living. Application for grant of exemption is enclosed. (See below).
- v) That I am married to a person who has already one wife or more living. Application for grant of exemption is enclosed. (See below).

I solemnly affirm that the above declaration is true and I understand that in the event of the declaration being found to be incorrect after my appointment, I shall be liable to be dismissed from service.

Date: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE

NOTE: Please delete clauses not applicable

---

**DECLARATION FOR GRANT OF EXEMPTION**  
**(Vide para I (iv) of the Declaration)**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

I request that in view of the reasons stated below, I may be granted exemption from the operation of restriction on the recruitment to service of a person having more than one wife living/ woman who is married to a person already having one wife or more living.

**REASONS**

Yours faithfully,

Date:

\_\_\_\_\_

**MSTC LIMITED**  
**225-C , ACHARYA JAGADISH BOSE ROAD**  
**KOLKATA-700020**

**DECLARATION OF THE MEMBERS OF THE FAMILY**

| SL.<br>NO | NAME | RELATIONSHIP | AGE | WHOLLY DEPENDENT |
|-----------|------|--------------|-----|------------------|
| 1)        |      |              |     |                  |
| 2)        |      |              |     |                  |
| 3)        |      |              |     |                  |
| 4)        |      |              |     |                  |
| 5)        |      |              |     |                  |
| 6)        |      |              |     |                  |
| 7)        |      |              |     |                  |
| 8)        |      |              |     |                  |
| 9)        |      |              |     |                  |
| 10)       |      |              |     |                  |

---

SIGNATURE OF THE EMPLOYEE

Date:



**SPECIAL REPORT FOR ON-THE-JOB TRAINING OF MANAGEMENT TRAINEES**

**Particulars**

**Remarks**

1. Description of the job during training.
2. Ability to perform the job.
3. Job knowledge and skill acquired.
4. Initiative.
5. Commitment and sense of responsibility.
6. Discipline
7. Team Spirit.
8. Conduct and behaviour.
9. Special comments as to his suitability for placement in the rank of Assistant Manager.
10. Recommendation.

**Date:**

**Reporting officer**

**Name:.....**

**Designation:.....**

**Department/ Office:.....**



### MEDICAL- CERTIFICATE

I do hereby certify that I have examined Shri \_\_\_\_\_ a candidate for employment in MSTC Limited and cannot discover that he/she has any disease, constitutional affection or bodily infirmity except \_\_\_\_\_, I consider/do not consider this a disqualification for employment in the MSTC Limited. His/her age is according to his/her own statement \_\_\_\_\_, years and by appearance about \_\_\_\_\_, years.

Place \_\_\_\_\_  
Date \_\_\_\_\_

MEDICAL ADVISOR

II

### DECLARATION BY CANDIDATE

I, Shri \_\_\_\_\_ a candidate for employment in the MSTC Limited do hereby declare that I have not any time been pronounced unfit for Government/Company employment by any duly constituted medical authority.

Date \_\_\_\_\_  
candidate

Signature of

### MEDICAL REPORT

1. NAME:
2. Family History:
3. Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Chest Measurement: \_\_\_\_\_
4. PHYSICAL EXAMINATION:
  - a) Cardiovascular system
  - b) Respiratory system
  - c) Abdomen
  - d) Nervous system
  - e) Vision
  - f) E.N.T.
  - g) Any other observations
5. GENERAL
  - a) Hernia
  - b) Hydrocele
  - c) Varicose Veins
6. URINE
  - a) Sp. Gravity
  - b) Sugar
  - c) Albumin



## RECRUITMENT RULES FOR NON-EXECUTIVE EMPLOYEES

### 1. SHORT TITLE AND COMMENCEMENT

- 5.5. These rules may be called the MSTC Ltd. Non-Executive Recruitment Rules.
- 5.6. These rules shall come into force w. e. f. 22.10.2021.
- 5.7. Posts on which direct recruitment may be made along with the prescribed qualification, selection method, etc. are given in **Annexure-I**.

### 2. SCOPE AND APPLICATION

- 2.1. The rules shall cover all recruitment of personnel made in the Company in the Non-Executive cadre.

### 3. DEFINITION:

- 3.1. 'Appointing Authority' means the authority prescribed by the Board to make appointments to the various posts under the Company from time to time.
- 3.2. 'Scheduled Castes' and 'Scheduled Tribes' shall have the same meanings as are assigned to them by Articles 366 (24) & (25) respectively of the Constitution of India.
- 3.3. Competent Authority means the Chairman cum Managing Director of the Company.

### 4. RECRUITMENT

- 4.1. Based on the approved Manpower Plan and budget, HR department of the Company shall prepare a detailed recruitment plan for carrying out recruitment during a particular Financial Year.
- 4.2. The Annual Recruitment Plan must be formulated based on following points on annually:
  - 4.2.1. Manpower Budget
  - 4.2.2. Estimated timelines of the recruitment process (s)
  - 4.2.3. Method of recruitment & selection of personnel.
  - 4.2.4. Other particulars of the recruitment process like selection committees, cut-off marks, etc.
  - 4.2.5. Any other parameter as deemed appropriate.
- 4.3. In case any new requirement is identified during the year over and above the recruitment budget, which might have not been anticipated earlier, recruitment of the same may be carried out only with the specific approval of the competent authority.

### 5. DIRECT RECRUITMENT

- 5.1. The term 'Direct Recruitment' refers to the process of filling in vacancies as per the recruitment plan by the Selection of candidates on the basis of open advertisement. Direct Recruitment will be resorted to as detailed hereinafter.
- 5.2. The vacancies of Non-executives shall be notified through an all-India open advertisement in the leading newspaper for wider publicity including on the official website of the Company with due intimation to the concerned Employment Exchanges, and the website advertisement shall also be linked with the Government Website Portal "National Career Service".
- 5.3. Vacancies would also be notified to the Scheduled Castes/Tribe Organization and Ex-servicemen Organization as per the prescribed procedure.
- 5.4. The Company has its Offices across the country in which the sanctioned posts of non-executives have been identified, hence the Company has to follow the quantum of reservation for Scheduled Castes and Scheduled Tribes in case of

direct recruitment against the vacancies identified for non-executives in accordance with DoPT Office Memorandum No. 36017/1/2004-Estt. (Res.) dated 5<sup>th</sup> July 2005 in order to attract candidates from the locality or a region which is generally fixed in proportionate to the population of Scheduled Castes and Scheduled Tribes. The reservation for Other Backward Classes shall be as per that in the respective states subject to a limit of 27%, while also ensuring that the total reservation for SCs/STs and OBCs does not exceed the limit of 50% in any case. The reservation for EWS will be governed in accordance with DoPT Office Memorandum No. 36039/1/2019-Estt. (Res.) dated 31.01.2019. The Company will conduct written/skill tests centrally for all the vacancies including vacancies in Headquarter Office and Other Offices of the Company.

- 5.5. Age limit across all posts for direct recruitment will be minimum 18 years and maximum 28 years. The upper age limit may be relaxed in the case of Scheduled Caste/Tribe, OBC & PWD candidates, Ex-Defence personnel, EWS and other categories as per the instructions issued by the Government of India on the reservation from time to time.
- 5.6. Unless specifically exempted, all applications for a job position in the Company will be accompanied by a non-refundable application fee of the value as decided by the competent authority.
- 5.7. For the purpose of Direct Recruitment, the Job Specifications for a particular post shall be the basis and the minimum eligibility conditions for such post/job for which recruitment is being made which is given at **Annexure I**. Such Job Specifications prescribed shall be periodically reviewed and updated in accordance with the requirement of the Company and as per Government guidelines. The Job specification shall specifically include the following:
  - 5.7.1. Educational Qualifications
  - 5.7.2. Experience
  - 5.7.3. Age limit
  - 5.7.4. Any other requirements specified
- 5.8. Open advertisement shall be made for direct recruitment to all the posts. For this purpose, the posts to be filled will be duly notified through press advertisements (Employment News and other leading News Papers), MSTC's Website, and National Career Services. In case of any correction or omission, a Corrigendum to the Notification shall be issued on the Company's Website and the last date for receipt of applications may also be suitably extended, if required. While the detailed advertisement shall be published in Employment News, the window advertisement would be published in other leading newspapers or as decided by the Competent Authority.

**5.9. Components in Notification/Advertisement:**

- 5.9.1. The following components must find a place in the Employment Notification/Press Advertisement while advertising various posts in the Company:-
  - a) Brief about the Organization: Details about MSTC, turnover, profit, proposed expansion, its Projects/Offices, etc.
  - b) Number of posts
  - c) Educational qualifications (See Annexure-I, and also LOP)
  - d) Relevant Experience required, if any, should be clearly specified.
  - e) Reservation for SC/ST/OBC/PwD/EWS etc.
  - f) Age relaxation for certain categories
  - g) Selection Process
  - h) Probation, Training, etc.
  - i) Disclaimers regarding any changes/ modification/ addendum/ information, etc.
  - j) Any other detail as deemed fit by the Competent Authority.

- k) The advertisement should clearly mention that the candidates applying for the post should ensure that they fulfill all the eligibility conditions as per the advertisement.

## **6. OUTSOURCING OF RECRUITMENT**

### **"OUTSOURCING OF RECRUITMENT**

The Company reserves the right to engage an Agency to undertake and complete the entire recruitment process or part thereof on its behalf, as per requirement of the post, including conduction of written/skill test as per the directions issued by the Company with due approval of the Competent Authority.

Skill Tests not outsourced shall be conducted by a duly constituted selection committee with external expert based on requirement of the post.

## **7. DIRECT RECRUITMENT IN VARIOUS POSTS**

- 7.1. Applications for all the posts shall be online and are to be invited by giving a minimum 21 days' notice.
- 7.2. For screening of applications, basic checks for eligibility shall be incorporated in the online application system itself.
- 7.3. For posts which involve written examination and attract applications in large numbers but verification of candidature shall be done at the time of skill test. Written test shall be conducted via Computer Based Test or any other online test. Skill test shall be conducted as per the specifications given at Annexure I.
- 7.4. The candidature at all stages of the recruitment will be purely provisional, subject to their satisfying the prescribed eligibility conditions, which will be verified at the time of the skill test. However, if on verification, at any stage of the selection process, it is found that a candidate does not fulfill any of the eligibility conditions, his/her candidature to the post will be canceled forthwith.
- 7.5. Company reserves the right to shortlist the candidates on the basis of eligibility conditions mentioned in the advertisement. Mere fulfillment of the said conditions would not entitle a candidate to be called for written/skill test. The Company may adopt the eligibility criteria for shortlisting the candidates with due approval of the Competent Authority.

## **8. VERIFICATION OF DOCUMENTS/TESTIMONIALS**

- 8.1. All the candidates shortlisted for any posts after the written examination shall be liable to appear for verification of Documents as stipulated hereunder.
- 8.2. The candidates who are shortlisted after the Written Test for Skill Test shall be advised to bring the required original documents/testimonials, along with self-attested copies, in support of Age, Qualification, Experience, Caste, etc. The certificates shall be verified by the Company Executives before the candidate is permitted to attend the Skill Test. For this purpose, a declaration form shall be filled by the candidates appearing for the above stage of selection and any deviation shall also be recorded therein by the Officer Verifying the documents.
- 8.3. Such candidates who claim to have work experience should produce the experience certificate issued by his/her Employer(on the proper letterhead). This aspect should be mentioned in the Call letter for Skill Test, as applicable.
- 8.4. The responsibility for verification of the testimonials/documents solely lies with the concerned Verifying officer who has been entrusted with the task. In case the candidate(s) do not produce/submit the required documents at the time of verification, the candidate(s) will normally not be permitted to attend the Skill test. However, where the candidate could not produce certain documents like the latest Caste Certificate, Original Degree qualification Certificate, etc. at the time of the Skill test for genuine reasons, the candidate may be allowed to appear for Skill test, subject to the condition that the candidate shall give an undertaking to produce/submit the same within 15 days from the date of skill test, failing which his/her candidature will be treated as canceled. The result of such candidates will also be withheld till such time the required document(s) is/are produced within the allowed time of 15 days.

## **9. SELECTION AND SELECT PANEL**

- 9.1. Selection for all posts shall be done in accordance with Annexure I.

9.2. Selection Committee will be constituted for the purpose of conducting the Written Test (CBT)/ skill test/ other selection procedures, as may be required. The Selection Committee(s) shall be constituted by the Competent Authority as per the constitution of such Committee stated below:-

- a) Officer in the rank of E-7/E-8 Chairman
- b) One outside Expert from relevant field – Member
- c) One executive of P&A Department- Member
- d) One Representative of SC/ST/PWD and OBC

9.3. Based on the defined selection process for direct recruitment at a given post, which may comprise Written test, Skill test or a combination thereof and/or any other test(s) as may be prescribed in these rules.

9.4. There shall be no interview for Group C and D posts. Skill test/ physical test shall be of qualifying nature and merit list will be drawn only on the basis of marks secured in the written test from amongst the candidates who qualify the skill test.

9.4.1. The parameter of merit list shall be based on marks scored in the written test, and the skill test thereafter shall be of qualifying nature only as given under:

| Post                                       | Written Test/CBT*                                   | Skill Test*                                                                          | Merit List                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Messenger/ Peon                            | Marks: 100<br>Qualifying marks: 50%                 | Nil                                                                                  | Based on marks in Written Test/CBT.                                                                                                                                                                                                                                                                                                                    |
| Light Vehicle Drivers                      | -                                                   | Marks: 100<br>Minimum qualifying marks shall be 50%                                  | Selection of Driver shall be made on the basis of the marks secured in skill test i.e. driving test to assess their proficiency in driving light motor vehicles, from amongst the candidates. The merit list will be drawn on the basis of marks obtained in the skill test. However, the candidate has to secure minimum 50% marks in the skill test. |
| Receptionist-cum-Telephone Operator (RCTO) | Marks: 100<br>Minimum qualifying marks would be 50% | Marks: 100<br>Minimum qualifying marks shall be 50%                                  | Based on marks in Written Test/CBT.                                                                                                                                                                                                                                                                                                                    |
| Junior Stenographer (JS)                   | Marks: 100<br>Minimum qualifying marks shall be 50% | Minimum qualifying criteria shall be 80 w.p.m. in Stenography and 40 w.p.m in Typing | Based on marks in Written Test/CBT.                                                                                                                                                                                                                                                                                                                    |
| Junior Assistant-Cum-Typist(JAT)           | Marks: 100<br>Minimum qualifying marks shall be 50% | Minimum qualifying criteria shall be 40 w.p.m in Typing                              | Based on marks in Written Test/CBT.                                                                                                                                                                                                                                                                                                                    |
| Junior Computer Assistant (JCA)            | Marks: 100<br>Minimum qualifying marks shall be 50% | Marks: 100<br>Minimum qualifying marks shall 50%                                     | Based on marks in Written Test/CBT.                                                                                                                                                                                                                                                                                                                    |

*\*The minimum qualifying marks may be relaxed for SC/ST candidates with the sole discretion of Competent Authority in accordance with the instructions of the Government of India issued from time to time.*

9.4.2. The candidates will be called for skill test in the ratio of 15:1 based on the merit list drawn on the basis of written test, subject to their obtaining minimum qualifying marks in written test. However, in case of single vacancy candidates will be shortlisted for skill test in a ratio of 20:1.

9.4.3. Candidates securing minimum 50% in written test and minimum qualifying marks in skill test shall be deemed to have qualified for final selection. The merit list shall be drawn on the basis of marks obtained in written test of only those who have secured minimum qualifying marks in the skill test. However, *the minimum qualifying marks may be relaxed for SC/ST candidates with the sole discretion of Competent Authority in accordance with the instructions of the Government of India issued from time to time.*

9.5. In case, two or more candidates secure equal marks in a written test, they will be empaneled in the chronological order of their scores in skill test and thereafter their dates of birth, the oldest being placed first among them.

9.6. The final select panel based on the above shall be placed to the competent authority who may approve in full or in part or disapprove its recommendations. The competent authority shall record its reasons in writing while setting aside the recommendations partly or wholly. Decisions of the competent authority taken with regard to the selection of a candidate or on any other matter relating to recruitment shall be final and binding on all concerned.

9.7. The panel prepared on the basis of merit list shall be valid for a period of one year from the date of its approval by the Competent Authority. The panel of selected candidates on expiry of the period of validity, will cease to operate unless decided otherwise by the appointing authority for reasons to be recorded in writing within the validity period.

9.8. The appointing authority shall make appointments in the order of merit from the selection panels.

## **10. APPOINTMENT AND PROBATION**

### **10.1. Offer Of Appointment**

10.1.1. Based on the panel of selected candidates in order of merit, appointment shall be offered from each merit list for the posts the panel(s) are prepared. Appointment offers shall be centrally issued by the Recruitment Section of P&A Department. The HOD (P&A) shall be authorized to issue offers of appointment.

10.1.2. Offer of appointment will be issued to the selected candidates in the prescribed form with standard terms of appointment, in duplicate, specifying the terms and conditions of appointment. The offer of appointment shall be accompanied by the forms and declarations required for joining the post as detailed at rules para 12 below.

10.1.3. Candidates so appointed will sign duplicate copy of offer of appointment in token of acceptance of appointment and return the same to the Issuing Authority of the Personnel Dept. within the stipulated time 10 days from the date of offer.

10.1.4. The Offer of appointment shall indicate the scale of pay, other monetary benefits, employment terms and conditions, date & place of joining, etc. Candidates offered an appointment shall normally be given 30 days' time to join duty.

10.1.5. If the candidate issued with the offer of appointment does not join duty within such last date as indicated in the offer of appointment, the offer of appointment issued in his/ favour, will be deemed to have been withdrawn and cancelled and the next candidate in the panel shall be offered appointment, unless extension of joining time has been granted by the Appointing Authority.

- 10.1.6. Under exceptional circumstances and depending upon the merits of each case, request for extension in joining time shall be considered and decision of the competent authority conveyed to the candidate concerned, subject to the condition that the request for extension in joining time does not exceed a period of three months. If the appointee does not report for duty within the stipulated/ extended time, the offer of appointment shall stand withdrawn and cancelled, and the next candidate in the panel shall be offered appointment.

**10.2. Operation of Panel of Selected Candidates :**

- 10.2.1. Based on the panel as per rule para 9, P&A Department will issue offers of appointment to one or more candidates in order of merit given in the panel depending on the number of posts as sanctioned by the appointing authority.
- 10.2.2. Where there is a separate panel of selected candidates from the Scheduled Castes and Scheduled Tribes in respect of vacancies exclusively reserved for them, the model roster prescribed by the Government will be followed while making offers of appointment.
- 10.2.3. In case selection of more than one candidate at a time in the same grade, the seniority shall be reckoned as per merit in the panel.

**11. PRE-EMPLOYMENT MEDICAL EXAMINATION:**

- 11.1. An appointee to a post in the Company will be required to undergo a pre-employment medical examination by the Company's Medical Officer or a Govt. hospital/ by a Registered Medical Practitioner. No selected candidate will be appointed unless medically examined, found fit & suitable for the post, by Company's Medical Advisor or any other Authorized Government Medical Officer.
- 11.2. Certificate of Medical Fitness will be as per the medical examination standards prescribed at **Annexure-II** for appointments in the Company.
- 11.3. Candidates who are found medically unfit shall not be allowed to join the service of the Company and may be referred for re-examination as per the advice of the Medical Advisor of the Company.
- 11.4. On such medical re-examination, the candidate is found to be medically fit, he/she will be considered suitable to join the post under the issue of Offer of Appointment. However, if the candidate is found to be medically unfit, his/her candidature will be cancelled. Such candidate will be informed accordingly and the next candidate in the selected merit panel may be offered appointment and called for pre-employment medical examination.
- 11.5. The procedure outlined above shall be applicable for pre-employment medical examination of the candidates being considered for appointment to any post in the Company in regular scale of pay.

**12. JOINING FORMALITIES**

- 12.1. All appointees are required to fill up the following documents at the time of reporting for joining to the post.
- 12.2. 3(three) copies of the 'Attestation Form' in original, duly furnishing all the details, as specified in the form at Annexure III.
- 12.3. 3(three) copies of 'Declaration for Medical purpose' in the form as prescribed in the Medical Reimbursement rules of the Company from time to time, shall be duly filled.
- 12.4. 2(Two) copies of 'Property Return' in original shall be filled and submitted.
- 12.5. Duly filled 'Statement of relation with Board of Directors' and 'Statement of nationality' (form attached).
- 12.6. Any other Document/Form as desired as essential by the Company.
- 12.7. At the time of joining, the appointee shall be required to bring the required original documents/testimonials, in support of release from their previous employer(if applicable), along with self-attested copies, in support of Age, Qualification, Experience, Caste etc. The certificates shall be verified with originals by the Company Executives before joining. The information provided at this stage shall be final and no information pertaining to educational qualification, experience etc.



pertaining to period before joining shall be submitted by the candidate after joining.

- 12.8. Further, post joining all new joinees are required to submit the 'Nomination for Family Benefit', Provident Fund and Gratuity and 'Declaration PF form for taking up employment in MSTC'.

### **13. PROBATION ON FIRST APPOINTMENT**

- 13.1. Appointment to any post shall be made on probation initially for a period of 1(one) year which may be extended at the sole discretion of the competent authority.
- 13.2. During the period of probation or extended period of probation, the appointing authority may terminate the services of the probationer without assigning any reasons whatsoever by giving one month's notice or payment of salary in lieu thereof. The probationer may likewise quit the services of the Company by giving one month's notice during the probation period or an extended period of probation. Pay in lieu of notice period may also be given by either party.
- 13.3. The probation period of non-executives on first appointment will be one year and will be reckoned from the date of joining. Probation confirmation shall be as per the extant rules for Probation/ Confirmation.

### **14. VERIFICATION OF CHARACTER AND ANTECEDENTS**

- 14.1. All appointments are further subject to satisfactory report of verification of the character and antecedents of the appointee by the Appropriate authority. In event of the character and antecedents not being found satisfactory, the services of the appointee are liable to be terminated without any notice.
- 14.2. For this purpose, verification of character and antecedents of external candidates selected and appointed to a post will be carried out by the Personnel Department based on Attestation forms submitted by the candidate at the time of joining.
- 14.3. Attestation forms duly filled in by the candidate will be sent directly to the District Magistrate/ District Collector / Deputy Commissioner or other Government authorities, as the case may be, in duplicate, at the earliest for a verification report of Character and antecedents.
- 14.4. The employee shall be eligible for issue of a Confirmation letter in the appointed post, inter-alia, only after receipt of a satisfactory verification report of Character & Antecedents.
- 14.5. If adverse report is received from any of the aforesaid Government authorities, finding the candidate unfit/unsuitable for employment, then the services of the appointee shall be liable to be terminated forthwith.

### **15. INDUCTION/ ORIENTATION:**

- 15.1. New joinees appointed in the Company shall undergo a suitable Induction/ Orientation program in line with the Training and Development policy and rules of the Company with an aim to make them aware of the Company's policy, culture, expectations etc.
- 15.2. During the training they shall receive pay in the regular scale.
- 15.3. On new appointment and employee will be on probation for a period of one year which may be extended, if necessary but in that case a communication will be sent to the employees before expiry of probation period as per the prescribed procedure.
- 15.4. They shall be eligible for Casual Leave and Optional Holidays during the first year of service in the Company. Further after completion of the Probation period, on completion of 1 year of service in the appointed grade, Earned Leave and Half pay leave shall accrue to new joinees as per the extant rules of the Company in this regard.

### **16. SAVINGS**

- 16.1. Nothing in these rules shall affect reservations and other concessions required to be provided for Scheduled Castes and Scheduled Tribes, Other Backward Classes, Persons with Disabilities, Ex-servicemen, Economically Weaker Sections, and other special categories of persons in accordance with the orders issued by the Central Government from time to time in this regard.

**17. POWER TO AMEND**

- 17.1. CMD is authorized to frame and issue/ amend rules & procedures under this policy as per Delegation of Power.
- 17.2. HOD (P&A) is empowered to issue executive instructions as & when required to execute the Policy within its framework, and issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

**18. TENURE OF THE RULES:**

- 18.1. The policy may be reviewed at the end of 5 years of its implementation or earlier (if required) to assess its efficacy in meeting its objective and make suitable changes, if required. Accordingly, the rules may be modified as required as per the delegation of power.

**JOB -SPECIFICATION FOR DIRECT RECRUITMENT TO VARIOUS POSTS IN NON-EXECUTIVE CADRE**

|                                     |                                                        |       |                                                                          |
|-------------------------------------|--------------------------------------------------------|-------|--------------------------------------------------------------------------|
| Name of Post                        | Messenger/ Peon                                        |       |                                                                          |
| Category of post                    | Group D- Messenger/ Peon                               |       |                                                                          |
| Scale of Post                       | S-4                                                    |       |                                                                          |
| Minimum Qualifications              | Class X Pass                                           |       |                                                                          |
| Experience                          | Nil                                                    |       |                                                                          |
| Special Requirement                 | Nil                                                    |       |                                                                          |
| Method of Recruitment and Selection | 100% through direct recruitment:                       |       |                                                                          |
|                                     | Selection procedure                                    | Marks | syllabus                                                                 |
|                                     | Written Test                                           | 100   | General Aptitude (including English, Hindi, Arithmetic, reasoning, etc.) |
| Age*                                | 18-28 years.                                           |       |                                                                          |
| Selection Committee                 | To be constituted by Competent Authority, if required. |       |                                                                          |

|                                     |                                                                                                                                                                                         |       |                                                                                                    |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------------------------------------------------------------------------------------|
| Name of Post                        | L.V.Driver                                                                                                                                                                              |       |                                                                                                    |
| Category of post                    | Group C- L.V. Driver                                                                                                                                                                    |       |                                                                                                    |
| Scale of Post                       | S-4                                                                                                                                                                                     |       |                                                                                                    |
| Minimum Qualifications              | Class X Pass                                                                                                                                                                            |       |                                                                                                    |
| Experience                          | Minimum 2 years' experience in driving light vehicle with valid license and maintenance of Motor Transport. Candidates possessing light vehicle driving license may only be considered. |       |                                                                                                    |
| Special Requirement                 | Nil                                                                                                                                                                                     |       |                                                                                                    |
| Method of recruitment and selection | 100% through direct recruitment:                                                                                                                                                        |       |                                                                                                    |
|                                     | Selection procedure                                                                                                                                                                     | Marks | syllabus                                                                                           |
|                                     | Skill Test                                                                                                                                                                              | 100   | Driving test to assess their competency to drive light motor vehicles, from amongst the candidates |
| Age*                                | 18-28 years.                                                                                                                                                                            |       |                                                                                                    |
| Selection Committee                 | To be constituted by Competent Authority.                                                                                                                                               |       |                                                                                                    |

|                                     |                                                                                                                                                                                                                   |       |          |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| Name of Post                        | Receptionist-cum- Telephone Operator (RCTO)                                                                                                                                                                       |       |          |
| Category of post                    | Group C- Receptionist-cum- Telephone Operator                                                                                                                                                                     |       |          |
| Scale of Post                       | S-6                                                                                                                                                                                                               |       |          |
| Minimum Qualifications              | Graduate in any discipline from recognized University or equivalent with good communication skills. Must have minimum 6 months' diploma/certificate in a telephone operator's course from an Institute of repute. |       |          |
| Experience                          | -                                                                                                                                                                                                                 |       |          |
| Special Requirement                 | -                                                                                                                                                                                                                 |       |          |
| Method of recruitment and selection | 100% through direct recruitment:                                                                                                                                                                                  |       |          |
|                                     | Selection procedure                                                                                                                                                                                               | Marks | syllabus |

|                     |                                           |     |                                                                          |
|---------------------|-------------------------------------------|-----|--------------------------------------------------------------------------|
|                     | Written Test                              | 100 | General Aptitude (including English, Hindi, Arithmetic, reasoning, etc.) |
|                     | Skill Test                                | 100 | Practical test (including communication and Telephone)                   |
| Age*                | 18-28 years.                              |     |                                                                          |
| Selection Committee | To be constituted by Competent Authority. |     |                                                                          |

|                                     |                                                                                                                                                                                                                                                                                              |                                                         |                                                                                |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------|
| Name of Post                        | Junior Stenographer(JS)                                                                                                                                                                                                                                                                      |                                                         |                                                                                |
| Category of post                    | Group C- Junior Stenographer(JS)                                                                                                                                                                                                                                                             |                                                         |                                                                                |
| Scale of Post                       | S-6                                                                                                                                                                                                                                                                                          |                                                         |                                                                                |
| Minimum Qualifications              | Graduate in any discipline from recognized University or equivalent with English or Hindi as a subject, as the case may be. Must have minimum 1 year diploma/certificate in a professional Secretarial Course from an Institute of repute. Proficiency in computer application is essential. |                                                         |                                                                                |
| Experience                          | -                                                                                                                                                                                                                                                                                            |                                                         |                                                                                |
| Special Requirement                 | Stenography & Typing Speed – minimum 80 w.p.m. in stenography & 40 w.p.m. in Typing                                                                                                                                                                                                          |                                                         |                                                                                |
| Method of recruitment and selection | 100% through direct recruitment:                                                                                                                                                                                                                                                             |                                                         |                                                                                |
|                                     | Selection procedure                                                                                                                                                                                                                                                                          | Marks                                                   | syllabus                                                                       |
|                                     | Written Test                                                                                                                                                                                                                                                                                 | 100                                                     | General Aptitude (including English, Hindi, Arithmetic, reasoning, etc.)       |
|                                     | Skill Test:                                                                                                                                                                                                                                                                                  |                                                         |                                                                                |
|                                     | Stenography test                                                                                                                                                                                                                                                                             | Minimum 80 w.p.m. in Stenography and 40 w.p.m in Typing | Speed Test in Stenography for 10 minutes allowing 50 minutes for transcription |
| Age*                                | 18-28 years.                                                                                                                                                                                                                                                                                 |                                                         |                                                                                |
| Selection Committee                 | To be Constituted by the Competent Authority.                                                                                                                                                                                                                                                |                                                         |                                                                                |

|                                     |                                                                                                                         |       |                                             |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------|
| Name of Post                        | Junior Assistant -cum- Typist (JAT)                                                                                     |       |                                             |
| Category of post                    | Group C- Junior Assistant -cum- Typist (JAT)                                                                            |       |                                             |
| Scale of Post                       | S-6                                                                                                                     |       |                                             |
| Minimum Qualifications              | Graduate in any discipline from recognized University equivalent with proficiency in computer application is essential. |       |                                             |
| Experience                          | -                                                                                                                       |       |                                             |
| Special Requirement                 | Minimum 40 w.p.m. in Typing                                                                                             |       |                                             |
| Method of recruitment and selection | 100% through direct recruitment:                                                                                        |       |                                             |
|                                     | Selection procedure                                                                                                     | Marks | syllabus                                    |
|                                     | Written Test                                                                                                            | 100   | General Aptitude (including English, Hindi, |

|                     |                                               |                             |                              |
|---------------------|-----------------------------------------------|-----------------------------|------------------------------|
|                     |                                               |                             | Arithmetic, reasoning, etc.) |
|                     | Skill Test:                                   |                             |                              |
|                     | Typing test                                   | Minimum 40 w.p.m. in Typing | Speed Test in Typing         |
| Age*                | 18-28 years.                                  |                             |                              |
| Selection Committee | To be Constituted by the Competent Authority. |                             |                              |

|                                     |                                                                                                                                                                            |       |                                                                          |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------------------------------------|
| Name of Post                        | Junior Computer Assistant (JCA)                                                                                                                                            |       |                                                                          |
| Category of post                    | Group C- Junior Computer Assistant (JCA)                                                                                                                                   |       |                                                                          |
| Scale of Post                       | S-6                                                                                                                                                                        |       |                                                                          |
| Minimum Qualifications              | Graduate in any discipline preferably with mathematics as a subject from recognized University or equivalent. Must have at least 6 months Diploma in computer application. |       |                                                                          |
| Special Requirement                 | Knowledge in software                                                                                                                                                      |       |                                                                          |
| Method of recruitment and selection | 100% through direct recruitment:                                                                                                                                           |       |                                                                          |
|                                     | Selection procedure                                                                                                                                                        | Marks | Syllabus                                                                 |
|                                     | Written Test                                                                                                                                                               | 100   | General Aptitude (including English, Hindi, Arithmetic, reasoning, etc.) |
|                                     | Skill Test                                                                                                                                                                 | 100   | Test in Computer Application                                             |
| Age*                                | 18-28 years.                                                                                                                                                               |       |                                                                          |
| Selection Committee                 | To be Constituted by the Competent Authority.                                                                                                                              |       |                                                                          |

*\*Upper age limit may be relaxed in the case of Scheduled Caste/ Tribe, OBC & PWD candidates, Ex-servicemen and other categories as per the instructions issued by the Government of India from time to time.*

*20/11/17*



### MEDICAL- CERTIFICATE

I do hereby certify that I have examined Shri \_\_\_\_\_ a candidate for employment in MSTC Limited and cannot discover that he/she has any disease, constitutional affection or bodily infirmity except \_\_\_\_\_, I consider/do not consider this a disqualification for employment in the MSTC Limited. His/her age is according to his/her own statement \_\_\_\_\_ years and by appearance about \_\_\_\_\_ years.

Place \_\_\_\_\_

MEDICAL ADVISOR

Date \_\_\_\_\_

### II

### DECLARATION BY CANDIDATE

I, Shri \_\_\_\_\_ a candidate for employment in the MSTC Limited do hereby declare that I have not any time been pronounced unfit for Government/Company employment by any duly constituted medical authority.

Date \_\_\_\_\_

Signature of candidate

### MEDICAL REPORT

7. Name:
8. Family History:
9. Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Chest Measurement: \_\_\_\_\_
10. PHYSICAL EXAMINATION:
  - h) Cardiovascular system
  - i) Respiratory system
  - j) Abdomen
  - k) Nervous system
  - l) Vision
  - m) E.N.T.
  - n) Any other observations
11. GENERAL
  - d) Hernia
  - e) Hydrocele
  - f) Varicose Veins
12. URINE
  - d) Sp. Gravity
  - e) Sugar
  - f) Albumin

**ATTESTATION FORM****POST:** \_\_\_\_\_

1. The furnishing of false information or suppression of any factual information in the Attestation Form would be a disqualification and is likely to render you unfit for employment under MSTC and your services shall be terminated on this ground even after you have JOINED MSTC.
2. If detained, convicted, debarred etc. subsequent to the completion and submission of this form the details should be communicated immediately to MSTC or the authority to whom the Attestation form has been sent earlier, as the case may be, failing which it will be deemed a suppression of factual information

AFFIX PHOTO HERE

|                                                                                                                                                                |                |                    |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|-------------|
| 1. Name (in Block Letters) with aliases, if any (indicate if added or dropped at any stage any part of your name or surname).                                  | <b>SURNAME</b> | <b>MIDDLE NAME</b> | <b>NAME</b> |
| 2. Present Address (i.e. Village, Thana and District or House No./Lane/Street/Road, Town & PIN)                                                                |                |                    |             |
| 3. (a) Permanent Address (Full Details as at 2 above)<br><br>(b) If originally a resident of Pakistan, Bangladesh Address there and date of migration to India |                |                    |             |

4. Information with regard to son(s)/daughter(s) if studying/living abroad: (Separate Sheet may be attached if required)

| NAME | NATIONALITY<br>(Birth/ Domicile) | BIRTH<br>PLACE | COUNTRY<br>(With full address) | DATE<br>(Since when abroad) |
|------|----------------------------------|----------------|--------------------------------|-----------------------------|
|      |                                  |                |                                |                             |
|      |                                  |                |                                |                             |

|                 |                     |                      |
|-----------------|---------------------|----------------------|
| 5. Nationality: | Date of Birth & Age | Age at Matriculation |
|                 |                     |                      |

|                      |                         |                               |                                     |
|----------------------|-------------------------|-------------------------------|-------------------------------------|
| 6. Indicate District | (a) Your place of birth | (b) Place to which you belong | Place to which your father belonged |
|                      |                         |                               |                                     |

Contd.....P/2.

7.

|                                                                                                  |                                                           |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| (a) Religion:                                                                                    | (b) Scheduled Caste/ Scheduled Tribe/ OBC/ EWS/ ESM/ PWD: |
| (c ) whether Person with Disabilities (PWD) (If so, mention nature and percentage of disability: | (d) Whether Ex-serviceman, if so, details:                |

8. Details of Education: (Separate Sheet may be attached, if required)

| Name of School/ College with full address | Date of entering | Date of leaving | Examination passed |
|-------------------------------------------|------------------|-----------------|--------------------|
|                                           |                  |                 |                    |
|                                           |                  |                 |                    |
|                                           |                  |                 |                    |
|                                           |                  |                 |                    |

9. Employment particulars: (Separate Sheet may be attached, if required)

| Designation | Period with date | Full address of employers | Reasons for leaving |
|-------------|------------------|---------------------------|---------------------|
|             |                  |                           |                     |
|             |                  |                           |                     |
|             |                  |                           |                     |

10. If earlier employed in a Central / State Government Department or Undertaking or University / Local Body and left service on giving a month's Notice under Rule 5 of the Central Civil Services (Temporary Service) Rules 1965 or similar Rules, please indicate if any disciplinary proceedings were on against you, or you were asked to explain your conduct at the time you gave termination notice, or at a subsequent date, before your services were actually terminated.

11. (i) Please indicate if you have ever been (strike out portion not applicable)

- |                                                                            |         |
|----------------------------------------------------------------------------|---------|
| A. Arrested:                                                               | Yes/No  |
| B. Prosecuted:                                                             | Yes/No  |
| C. Kept under Detention:                                                   | Yes/ No |
| D. Bound Down:                                                             | Yes/ No |
| E. Fined by a Law Court:                                                   | Yes/ No |
| F. Convicted by a Law Court:                                               | Yes/ No |
| G. Debarred from any Exam or rusticated by any educational body:           | Yes/ No |
| H. Debarred or disqualified by any public service commission from:         | Yes/ No |
| I. Appearing at its Examination / Selection:                               | Yes/No  |
| J. Involved in any Court case pending currently:                           | Yes/No  |
| K. Involved in any case pending against you in educational body currently: | Yes/No  |

(ii) If answer to any one or more of the above is 'Yes' please furnish all relevant details (Use separate sheet, if required)

12. Names and addresses of two responsible persons of your locality or two references to who you are known

1.

2.

Contd.....P/3.



13. Particulars of places (with periods of residence) where you have resided for more than 1 year at a time during preceding 5 years. In case of stay abroad (including Pakistan / Bangladesh) Particulars of places where you resided for more than 1 year after attaining the age of 21 should be given: (Separate Sheet may be attached, if required)

| From | To | Full Residential Address | District Headquarters |
|------|----|--------------------------|-----------------------|
|      |    |                          |                       |
|      |    |                          |                       |
|      |    |                          |                       |

14.

|  | Name             | Nationality<br>(by Birth/<br>Domicile) | Birth<br>Place | Occupation with<br>office address | Permanent Home<br>Address |
|--|------------------|----------------------------------------|----------------|-----------------------------------|---------------------------|
|  | Father           |                                        |                |                                   |                           |
|  | Mother           |                                        |                |                                   |                           |
|  | Wife/<br>husband |                                        |                |                                   |                           |
|  | Brother(s)       |                                        |                |                                   |                           |
|  | Sister(s)        |                                        |                |                                   |                           |
|  | Son(s)           |                                        |                |                                   |                           |
|  | Daughter(s)      |                                        |                |                                   |                           |

I certify that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances which will impair my fitness for employment under Government.

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Candidate: \_\_\_\_\_

Certified that I have known Shri./ Smt./ Kumari \_\_\_\_\_, son/  
daughter of \_\_\_\_\_, for the last \_\_\_\_\_ years \_\_\_\_\_ months and that to the  
best of my knowledge and belief the particulars furnished by him/her are correct.

Place: \_\_\_\_\_ Signature: \_\_\_\_\_

Designation & Address: \_\_\_\_\_

*The above certificate may be signed by any of the following: Gazetted Officers of Central or State Governments; Members of Parliament or State Legislature belonging to the constituency where the candidate or his parent/ guardian is ordinarily a resident; Sub Divisional Magistrate. Officers; Tehsildars or Naib/ Deputy Tehsildars authorized to exercise magisterial powers; Principal/ Headmaster of recognized School/ College/ Institution where the candidate studied last; Block Development Officer; Post- Masters; Panchayat Inspectors.*

**MSTC LIMITED**

**DECLARATION**

I , Shri/ Smt/ Kumari \_\_\_\_\_  
declare as under:-

- vi) That I am unmarried/ a widower/ a widow/ a divorce.
- vii) That I am married and have only one wife living.
- viii) That I am married and my husband has no other living wife, to the best of my knowledge.
- ix) That I am married and have more than one wife living. Application for grant of exemption is enclosed. (See below).
- x) That I am married to a person who has already one wife or more living. Application for grant of exemption is enclosed. (See below).

I solemnly affirm that the above declaration is true and I understand that in the event of the declaration being found to be incorrect after my appointment, I shall be liable to be dismissed from service.

Date: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

NOTE: Please delete clauses not applicable

---

**DECLARATION FOR GRANT OF EXEMPTION  
(Vide para I (iv) of the Declaration)**

To, \_\_\_\_\_

Sir,

I request that in view of the reasons stated below, I may be granted exemption from the operation of restriction on the recruitment to service of a person having more than one wife living/ woman who is married to a person already having one wife or more living.

**REASONS**

**Yours faithfully,**

**Date:**

**MSTC LIMITED**

**DECLARATION OF THE MEMBERS OF THE FAMILY**

| SL. NO | NAME | RELATIONSHIP | AGE | WHOLLY DEPENDENT |
|--------|------|--------------|-----|------------------|
| 1)     |      |              |     |                  |
| 2)     |      |              |     |                  |
| 3)     |      |              |     |                  |
| 4)     |      |              |     |                  |
| 5)     |      |              |     |                  |
| 6)     |      |              |     |                  |
| 7)     |      |              |     |                  |
| 8)     |      |              |     |                  |
| 9)     |      |              |     |                  |
| 10)    |      |              |     |                  |

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SIGNATURE OF THE EMPLOYEE

Date:

*Definition of Family: 'Family' means :*

- i. The employee's wife or husband as the case may be;*
- ii. Legitimate children and step-children wholly dependent on the employee upto an age of 25 years. Provided dependent son/daughter is not suffering from any permanent disability of any kind (physical or mental), in which case, there shall be no age limit.*
- iii. Minor brothers and minor unmarried sisters (upto the age of 21 years) or widowed/divorced sisters wholly dependent and residing with the employee till she marries, if applicable, if the father is
  - a) not alive or*
  - b) wholly dependent on and is residing with the employee.**
- iv. Parents if they are wholly dependent on and residing with the employee*
- v. Provided that, the total income of any of the dependents at (iii) and (iv) from all sources should not exceed such income as may be prescribed by the Company from time to time.*
- vi. Notwithstanding anything above, the definition of family shall be as per the rules of the company as amended from time to time.*



## SYSTEM OF PROBATION AND CONFIRMATION OF EXECUTIVES

### 1.0 OBJECTIVE

To prescribe a uniform system with regard to probation and confirmation of executives.

### 2.0 POLICY

An executive who is freshly appointed in MSTC or who is promoted to a higher post and scale shall be on probation for the prescribed period, and his confirmation shall be based on proper assessment of conduct and performance.

### 3.0 SCOPE

This procedure shall cover all appointments/promotions to and within executive posts in the Company including Management Trainees.

### 4.0 PERIOD OF PROBATION

#### 4.1 On Fresh Appointment:

(a) Management Trainees shall be placed on probation for a period of one year on the successful completion of the prescribed period of training.

(b) All other executives appointed in MSTC shall be on probation for a period of twelve months.

#### 4.2 ON PROMOTION

The period of probation in case of promotion to and within executive posts shall be six months.

#### 4.3 The period of probation shall be reckoned from the date on which the executive assumes charge of the post.

### 5.0 ASSESSMENT OF PERFORMANCE

#### 5.1 The performance and conduct of an executive on probation shall be watched carefully and continuously.

#### 5.2 Where it is found that a probationer is not making satisfactory progress or shows himself to be inadequate for the post in any way, the shortcomings shall be brought to his notice during the probationary period itself to enable him to make special efforts at self-improvement.

#### 5.3 A special report in the prescribed form (Annexure – I&II) shall be prepared on the work and conduct of the executive during the period of probation.

### 6.0 CONFIRMATION

#### 6.1 Confirmation shall be based on the report mentioned in para 5.3 above.

#### 6.2 The prescribed procedure shall be followed in cases pending enquiry/disciplinary proceedings.

- 6.3** Confirmation shall not be done in cases of fresh appointments until and unless procedures of verifications through attestation forms prescribed separately with regard to new appointments have been completed satisfactorily.
- 6.4** If after complying with the requirements of para 6.2 and 6.3 confirmation is done, it shall be retrospective from the date the confirmation was due.
- 6.5** Subject to paras 6.2 and 6.3, orders of confirmation shall be issued within a period of one month of the expiry of the probationary period.
- 6.6** An executive shall not be regarded as having been confirmed unless an order of confirmation has been issued.

**7.0 EXTENSION OF PROBATIONARY PERIOD**

- 7.1** The period of probation may be extended, if work and conduct during the period of probation have not been satisfactory, based on report mentioned in para 5.3.
- 7.2** Probation may be extended not more than once by a period not exceeding the initial probationary period. This shall not apply to cases referred to in paras 6.2 and 6.3.
- 7.3** The decision to extend the probation shall be communicated to the executive within one month of the expiry of the initial probationary period. The executive should also be counseled regarding inadequacies/deficiencies observed in his performance and conduct, to enable him to improve during the period of extended probation.
- 7.4** If the performance of the executive is not found to be satisfactory, even during the extended period of probation, his services shall be terminated or he shall be reverted to the grade from which he was promoted, as the case may be.

**CLARIFICATION**

(1) If during the period of probation of six months, an executive remains on leave for more than three months or if he is deputed for training by the Company for more than three months within the probation period, his probation period may be extended to the extent of his leave/training period.

(2) If however, the absence on account of leave or training is three months or less, then the same may be ignored and the confirmation may be decided keeping in view the performance of the employee during the remaining period.

**8.0 DRAWAL OF INCREMENT**

- 8.1** Increment shall be granted to an executive on probation only on the satisfactory completion of the period of probation but the monetary benefit in respect thereof shall be admissible with effect from the normal date of his increment.

**9.0 COMPETENT AUTHORITY**

- 9.1** In respect of executives in the grade of Rs.2550–3250/- and below, Managing Director or other subordinate authorities competent to make appointments/promotions of the executive shall be the competent authority.
- 9.2** In respect of executives in the grade of Rs.3000–3500/- and above, Chairman shall be the Competent authority.

N.B. The Competent authority to make appointments/promotion of executives in all grades is CMD.

**10.0    PROCEDURE**

- 10.1**    The Personnel Department shall process the case within the stipulated time, obtain the necessary reports prescribed herein, and process the case to the competent authority.

**11.0    TENURE**

- 11.1**    This procedure shall come into force with immediate effect and shall supersede all rules and regulations issued in this connection hitherto.

## PERFORMANCE APPRAISAL REPORT DURING PROBATIONARY PERIOD

(QUARTERLY ASSESSMENT)

PROBATIONARY PERIOD \_\_\_\_\_

NAME \_\_\_\_\_

STAFF NO. \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

| Period                                   | Job Knowledge | Performance | Conduct & Behaviour | Attendance/Punctuality | Appreciation, if any | Reprimands, if any | Signature |
|------------------------------------------|---------------|-------------|---------------------|------------------------|----------------------|--------------------|-----------|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>I | Very Good     |             |                     |                        |                      |                    |           |
|                                          | Good          |             |                     |                        |                      |                    |           |
|                                          | Satisfactory  |             |                     |                        |                      |                    |           |
|                                          | Indifferent   |             |                     |                        |                      |                    |           |
|                                          | Poor          |             |                     |                        |                      |                    |           |
|                                          |               |             |                     |                        |                      |                    |           |

|                                          |              |  |  |  |  |  |  |
|------------------------------------------|--------------|--|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>I | Very Good    |  |  |  |  |  |  |
|                                          | Good         |  |  |  |  |  |  |
|                                          | Satisfactory |  |  |  |  |  |  |
|                                          | Indifferent  |  |  |  |  |  |  |
|                                          | Poor         |  |  |  |  |  |  |
|                                          |              |  |  |  |  |  |  |

In case of unsatisfactory performance, please indicate action taken for correction.

|             |
|-------------|
| I QUARTER   |
| II QUARTER  |
| III QUARTER |
| IV QUARTER  |

## OVERALL GRADING FOR THE PERIOD

VERY GOOD

GOOD

SATISFACTORY

INDIFFERENT

POOR

## RECOMMENDATION

The employee may be confirmed in the post:

Yes/No

Probation may be extended for

3 months/6 months/1 year

The services of the employee may be terminated/

The employee may be reverted to the grade from which

he was promoted

Yes/No

Date:

Signature :

Name :

Designation:

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Views of the Departmental Head

Signature :

Name :

Designation:

Date:



PERFORMANCE APPRAISAL REPORT DURING PROBATIONARY PERIOD

(QUARTERLY ASSESSMENT)

PROBATIONARY PERIOD \_\_\_\_\_

NAME \_\_\_\_\_

STAFF NO. \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

| Period                                 |              | Job<br>Knowled<br>ge | Perform<br>ance | Conduct<br>&<br>Behavior | Attendance<br>/Punctuality | Appreci<br>ations, if<br>any | Reprimand<br>s, if any | Signatur<br>e |
|----------------------------------------|--------------|----------------------|-----------------|--------------------------|----------------------------|------------------------------|------------------------|---------------|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>I   | Very Good    |                      |                 |                          |                            |                              |                        |               |
|                                        | Good         |                      |                 |                          |                            |                              |                        |               |
|                                        | Satisfactory |                      |                 |                          |                            |                              |                        |               |
|                                        | Indifferent  |                      |                 |                          |                            |                              |                        |               |
|                                        | Poor         |                      |                 |                          |                            |                              |                        |               |
|                                        |              |                      |                 |                          |                            |                              |                        |               |
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>II  | Very Good    |                      |                 |                          |                            |                              |                        |               |
|                                        | Good         |                      |                 |                          |                            |                              |                        |               |
|                                        | Satisfactory |                      |                 |                          |                            |                              |                        |               |
|                                        | Indifferent  |                      |                 |                          |                            |                              |                        |               |
|                                        | Poor         |                      |                 |                          |                            |                              |                        |               |
|                                        |              |                      |                 |                          |                            |                              |                        |               |
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>III | Very Good    |                      |                 |                          |                            |                              |                        |               |
|                                        | Good         |                      |                 |                          |                            |                              |                        |               |
|                                        | Satisfactory |                      |                 |                          |                            |                              |                        |               |
|                                        | Indifferent  |                      |                 |                          |                            |                              |                        |               |
|                                        | Poor         |                      |                 |                          |                            |                              |                        |               |
|                                        |              |                      |                 |                          |                            |                              |                        |               |
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>IV  | Very Good    |                      |                 |                          |                            |                              |                        |               |
|                                        | Good         |                      |                 |                          |                            |                              |                        |               |
|                                        | Satisfactory |                      |                 |                          |                            |                              |                        |               |
|                                        | Indifferent  |                      |                 |                          |                            |                              |                        |               |
|                                        | Poor         |                      |                 |                          |                            |                              |                        |               |
|                                        |              |                      |                 |                          |                            |                              |                        |               |

In case of unsatisfactory performance, please indicate action taken for correction.

|             |
|-------------|
| I QUARTER   |
| II QUARTER  |
| III QUARTER |
| IV QUARTER  |

OVERALL GRADING FOR THE PERIOD

VERY GOOD

GOOD

SATISFACTORY

INDIFFERENT

POOR

---

RECOMMENDATION

The employee may be confirmed in the post:

Yes/No

Probation may be extended for

3 months/6 months/1 year

The services of the employee may be terminated/

The employee may be reverted to the grade from which  
he was promoted

Yes/No

Date:

Signature :

Name :

Designation:

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Views of the Departmental Head

Signature :

Name :

Designation:

Date:



## SYSTEM OF PROBATION AND CONFIRMATION OF NON-EXECUTIVES

### **1.0 OBJECTIVE**

To prescribe a uniform system with regard to probation and confirmation of non-executives.

### **2.0 POLICY**

A non-executive who is freshly appointed in MSTC or who is promoted to a higher post and scale, shall be on probation for the prescribed period, and his confirmation shall be based on proper assessment of conduct and performance.

### **3.0 SCOPE**

This procedure shall cover all appointments/promotions within non-executive posts in the organisation.

### **4.0 PERIOD OF PROBATION**

#### **4.1 ON FRESH APPOINTMENT**

All non-executives appointment in MSTC shall be on probation for a period of twelve months.

#### **4.2 ON PROMOTION**

The period of probation in case of promotion within non-executive posts shall be six months.

**4.3** The period of probation shall be reckoned from the date on which the non-executive assumes charge of the post.

### **5.0 ASSESSMENT OF PERFORMANCE**

**5.1** The performance and conduct of a non-executive on probation shall be watched carefully and continuously.

**5.2** Where it is found that a probationer is not making satisfactory progress or shows himself to be inadequate for the post in any way, the shortcomings shall be brought to his notice during the probationary period itself to enable him to make special efforts at self-improvement.

**5.3** A special report in the prescribed form (Annexure – I&II) shall be prepared on the work and conduct of the non-executive during the period of probation.

### **6.0 CONFIRMATION**

**6.1** Confirmation shall be based on the report mentioned in para 5.3 above.

**6.2** The prescribed procedure shall be followed in cases pending enquiry/disciplinary proceedings.

- 6.3** Confirmation shall not be done in cases of fresh appointments until and unless procedures of verifications through attestation forms prescribed separately with regard to new appointments have been completed satisfactorily.
- 6.4** If after complying with the requirements of paras 6.2 and 6.3, confirmation is done, it shall be retrospective from the date the confirmation was due.
- 6.5** Subject to paras 6.2 and 6.3, orders of confirmation shall be issued within a period of one month of the expiry of the probationary period.
- 6.6** A non-executive shall not be regarded as having been confirmed unless an order of confirmation has been issued.

**7.0 EXTENSION OF PROBATIONARY PERIOD**

- 7.1** The period of probation may be extended, if work and conduct during the period of probation have not been satisfactory, based on report mentioned in para 5.3.
- 7.2** Probation may be extended not more than once by a period not exceeding the initial probationary period. This shall not apply to cases referred to in paras 6.2 and 6.3.
- 7.3** The decision to extend the probation shall be communicated to the non-executive within one month of the expiry of the initial probationary period. The non-executive should also be counseled regarding inadequacies deficiencies observed in his performance and conduct, to enable him to improve during the period of extended probation.
- 7.4** If the performance of the non-executive is not found to be satisfactory, even during the extended period of probation, his services shall be terminated or he shall be reverted to the grade from which he was promoted, as the case may be.

**CLARIFICATION**

(1) If during the period of probation of six months, a non- executive remains on leave for more than three months or if he is deputed for training by the Company for more than three months then the probation period may be extended to the extent of his leave/training period.

(2) If however, the absence on account of leave or training is three months or less, then the same may be ignored and the confirmation may be decided keeping in view the performance of the employee during the remaining period.

**8.0 DRAWAL OF INCREMENT**

- 8.1** Increment shall be granted to a non-executive on probation only on the satisfactory completion of the period of probation but the monetary benefit in respect thereof shall be admissible with effect from the normal date of his increment.

**9.0 COMPETENT AUTHORITY**

The head of the personnel department shall be the competent authority.

**10.0 PROCEDURE**

- 10.1** The Personnel department shall process the case within the stipulated time, obtain the necessary reports prescribed herein, and process the case to the competent authority.

**11.0 TENURE**

This procedure shall come into force with immediate effect and shall supercede all rules and regulations issued in this connection hitherto.



**M S T C LTD.**  
**PERFORMANCE APPRAISAL REPORT DURING PROBATIONARY PERIOD**  
**(QUARTERLY ASSESSMENT)**  
**PROBATIONARY PERIOD \_\_\_\_\_**

NAME \_\_\_\_\_

STAFF NO. \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

| Period                                   | Job Knowledge | Performance | Conduct & Behaviour | Attendance/Punctuality | Appreciations, if any | Reprimands, if any | Signature |
|------------------------------------------|---------------|-------------|---------------------|------------------------|-----------------------|--------------------|-----------|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>I | Very Good     |             |                     |                        |                       |                    |           |
|                                          | Good          |             |                     |                        |                       |                    |           |
|                                          | Satisfactory  |             |                     |                        |                       |                    |           |
|                                          | Indifferent   |             |                     |                        |                       |                    |           |
|                                          | Poor          |             |                     |                        |                       |                    |           |

|                                           |              |  |  |  |  |  |  |
|-------------------------------------------|--------------|--|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>II | Very Good    |  |  |  |  |  |  |
|                                           | Good         |  |  |  |  |  |  |
|                                           | Satisfactory |  |  |  |  |  |  |
|                                           | Indifferent  |  |  |  |  |  |  |
|                                           | Poor         |  |  |  |  |  |  |

In case of unsatisfactory performance, please indicate action taken for correction.

|             |
|-------------|
| I QUARTER   |
| II QUARTER  |
| III QUARTER |
| IV QUARTER  |

8.4

**OVERALL GRADING FOR THE PERIOD**

VERY GOOD  GOOD

SATISFACTORY  INDIFFERENT

POOR

## RECOMMENDATION

|                                                                      |                          |
|----------------------------------------------------------------------|--------------------------|
| The employee may be confirmed in the post:                           | Yes/No                   |
| Probation may be extended for                                        | 3 months/6 months/1 year |
| The services of the employee may be terminated/                      |                          |
| The employee may be reverted to the grade from which he was promoted | Yes/No                   |

Date:

Signature :

Name :

Designation:

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Views of the Departmental Head

Signature :

Name :

Designation:

Date:

CONFIDENTIAL

**MSTC LTD.**  
**PERFORMANCE APPRAISAL REPORT DURING PROBATIONARY PERIOD**  
**(QUARTERLY ASSESSMENT)**  
**PROBATIONARY PERIOD \_\_\_\_\_**

NAME \_\_\_\_\_

STAFF NO. \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

| Period                                   | Job Knowledge | Performance | Conduct & Behaviour | Attendance/Punctuality | Appreciations, if any | Reprimands, if any | Signature |
|------------------------------------------|---------------|-------------|---------------------|------------------------|-----------------------|--------------------|-----------|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>I | Very Good     |             |                     |                        |                       |                    |           |
|                                          | Good          |             |                     |                        |                       |                    |           |
|                                          | Satisfactory  |             |                     |                        |                       |                    |           |
|                                          | Indifferent   |             |                     |                        |                       |                    |           |
|                                          | Poor          |             |                     |                        |                       |                    |           |

|                                           |              |  |  |  |  |  |  |
|-------------------------------------------|--------------|--|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>II | Very Good    |  |  |  |  |  |  |
|                                           | Good         |  |  |  |  |  |  |
|                                           | Satisfactory |  |  |  |  |  |  |
|                                           | Indifferent  |  |  |  |  |  |  |
|                                           | Poor         |  |  |  |  |  |  |

|                                            |              |  |  |  |  |  |  |
|--------------------------------------------|--------------|--|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>III | Very Good    |  |  |  |  |  |  |
|                                            | Good         |  |  |  |  |  |  |
|                                            | Satisfactory |  |  |  |  |  |  |
|                                            | Indifferent  |  |  |  |  |  |  |
|                                            | Poor         |  |  |  |  |  |  |



|                                           |              |  |  |  |  |  |  |
|-------------------------------------------|--------------|--|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br><br>IV | Very Good    |  |  |  |  |  |  |
|                                           | Good         |  |  |  |  |  |  |
|                                           | Satisfactory |  |  |  |  |  |  |
|                                           | Indifferent  |  |  |  |  |  |  |
|                                           | Poor         |  |  |  |  |  |  |

**In case of unsatisfactory performance, please indicate action taken for correction.**

|                    |
|--------------------|
| <b>I QUARTER</b>   |
| <b>II QUARTER</b>  |
| <b>III QUARTER</b> |
| <b>IV QUARTER</b>  |

**OVERALL GRADING FOR THE PERIOD**

**VERY GOOD**

**GOOD**

**SATISFACTORY**

**INDIFFERENT**

**POOR**

**RECOMMENDATION**

The employee may be confirmed in the post:

Yes/No

Probation may be extended for

3 months/6 months/1 year

The services of the employee may be terminated/

The employee may be reverted to the grade from which he was promoted

Yes/No

Date:

Signature :

Name :

Designation:

Views of the Departmental Head

Signature :

Name :

Designation:

Date:



## **NEW EXECUTIVE PERFORMANCE MANAGEMENT SYSTEM (EPMS)**

### **PREAMBLE**

The first Executive Performance Appraisal System (EPAS) was introduced in MSTC in 1992. The system was subsequently replaced by the new Executive Performance Management System with the relevant changes with the Bell Curve Approach as per directives of DPE w.e.f. assessment year 2011-12 and it became fully on-line w.e.f. 2014-15. Subsequently, as per directives of the Ministry of Steel and on recommendation of an expert Committee constituted on the subject, it was unanimously decided that a system of uniform Online Appraisal System shall be implemented for all below Board Level Executives across all the CPSEs. The new Executive Performance Management System (EPMS) attempts to address the current needs of the company for building leadership among MSTC executives.

**POLICY****1.0 SCOPE:**

The Executive Performance Management System is aimed at performance and development planning and assessing the performance, potential competencies and values of executives' upto E-7 grade. DPE format for E-8 grade & above grades shall be followed as amended from time to time.

(Amended vide 290<sup>th</sup> Board meeting held on 03.05.2019 Circular ref. no. P&T/01/070/14/218 dated 20.06.2019)

**2.0 OBJECTIVES**

- i) To enable employees to plan their work, utilize their work, utilize their capabilities and maximize their contributions.
- ii) To create a performance culture through continuous performance improvements of individual employees, teams and the organization.
- iii) To identify and develop leadership talent for future.

**3.0 COMPONENTS:-**

The components of the Executive Performance Management System are:

- I) Performance Planning
- II) Assessing and Development Competencies for the future.
- III) Development Planning
- IV) On-line system of EPMS
- V) Performance Review and Assessment
- VI) Final Performance categorization of Ratings by the Performance Management Committee(PMC)
- VII) Communication of Performance Rating to the Executives (Transparency)
- VIII) Assessment of Assessors.
- IX) Leadership development and Competency building through 160 Degrees Feedback and Assessment and Development Center
- X) Team appraisals
- XI) Performance linked pay and other rewards

**3.1 Performance Planning****Purpose and philosophy**

Performance planning will contribute significantly to role clarity, competency utilization, potential development and performance improvements. By the use of this component, the following outcomes are expected to be achieved.

- The Departments will be clear of their activities and Key Performance Areas (KPAs) at the beginning of the year. Every department or section will bring to sharp focus its Key activities, processes involved and planned results/outcomes.
- Every Officer will be clear about what activities he/she is expected to undertake, with what time investments and with what results/outcomes.
- There will be clear cut understanding of the way each individual executive's contributions are related to and/or effect the achievement of departmental and organizational goals and achievement of Annual Performance Plan(APP).
- The process is also expected to lead to better time and competency management of executives and thus contribute to organizational efficiencies.

Planning of performance is to be done at Individual Sectional and Departmental level. This will flow from a Departmental Goal Setting Cascade exercise, which will be done in a workshop form.

The Goal Alignment Cascade Workshops would be a process of sequentially breaking down organizational objectives and targets into those of various levels in the organization, i.e., Regions/Branches/Offices (Units) and then Departments to

Individuals concerned. The individual KPAs (Key Performance Areas) would also include KPAs over and above these cascaded ones which are applicable to Units, departments, functions and individuals.

#### **Operational details**

1. In the beginning of the performance year (i.e. April every year), all departments are to plan their Team & Individual Key performance Areas(KPAs) in line with the departmental goals through a **Goal Alignment Cascade Workshop** keeping in view the APP of the Unit.
2. Individual KPAs along with maximum marks/weightages and criteria for evaluation are to be assigned in consultation with Reporting Officer and concurrence of HoD.
3. The KPAs shall have total weightage of 60 points for E0 to E-5 and 50 points for E-6 & above level executives.
4. KPAs are to be further classified as under:-
  - (i) **Routine KPAs**(i.e. jobs of routine nature and at the same time critical contributions of the officer like filing statutory returns for an accounts officer);
  - (ii) **Non-routine KPAs/Special Projects:-**  
 Non-routine KPAs are key contributions of the role holder other than the routine activities.  
 Special projects are to be undertaken at the initiatives of the executive concerned. Special Projects are those which are not a part of the current job, tasks and responsibilities but undertaken by the individual on his initiative to make a difference in the organization and demonstrate his leadership competencies. These projects may become critical inputs for future leadership assessments.  
 The special project KPAs should be contributions beyond the role of the officer concerned and are meant to develop future potential leadership qualities of the individual. Senior officers should encourage their juniors to undertake at least one special project in a year and allocate around 5% of the officer's time for the same.

As we go up in the managerial hierarchy, it is envisaged that the percentage of Non-routine KPAs/Special Projects will increase.

5. The performance plan to also indicate the time to be spent by each executive on each of the KPAs and should have a shared understanding between the individual Executive & his Reporting Officer of the nature of activities to be undertaken, time estimates and linkages with departmental goals or targets.
6. **Goal Alignment Cascade Workshops/Departmental Planning:** - The KPAs will be based on the Performance Planning and Goal Alignment Cascade (PP&GAC) Workshops to be conducted at the beginning of April each year.
  - i) The responsibility of conducting the performance planning and goal alignment workshops rests with the respective HoDs and this needs to be completed by 15<sup>th</sup> April each year and with full involvement of all executives of the department.
  - ii) The executives should come prepared to such workshops with their preliminary draft KPAs based on their understanding of APP, previous year's performance and the new thrust areas and contributions they propose to make.
  - iii) The departments will ensure that the workshops identify the critical activities required to be undertaken and completed by each

department or section or function during the year with specific time frame and milestones.

- iv) A large part of the KPAs for each officer would be planned by the end of this Workshop and each executive will be required to only documents the same taking into consideration his/her unique contribution, role requirements and opportunities to make an impact.
- v) During the finalization of KPA, care is to be taken that the KPAs are planned involving SMART features i.e., Specific, Measurable, Attainable, Realistic and Time Bound. Individual as well as Reporting Officer should also try to prepare measurable criteria for evaluation of KPAs so that performance against KPAs can be measured objectively.

### 3.2 **Assessing and Developing Competencies for the future - Competencies, Potential and Values**

#### **Purpose and Philosophy:-**

By now, it is well established that as one moves higher in managerial hierarchy, the managerial and leadership competencies become more critical. In future, younger managers will be taking up leadership and top management positions in MSTC. For facilitating their success at a later stage, managerial and leadership competencies need to be developed from early stage itself. To prepare executives for future leadership roles and to ensure that they are equipped with competencies required to perform their current roles as well as the likely roles in future, the new EPMS has given due weightage to three sets of competencies. These include:-

- (i) **Competencies** required by all executives to perform their current managerial roles;
- (ii) Competencies required to prepare them for future roles(**potential factors**), and
- (iii) The **Values** needed to be demonstrated by executives all through their career.

#### **Operational Details**

1. Every executive is required to exhibit certain competencies while achieving their KPAs. Their performance, competencies, potential factors and values will carry different weightage as given below:-

| Components   | E0-E5 | E6-E7 |
|--------------|-------|-------|
| Performance  | 60    | 50    |
| Competencies | 15    | 20    |
| Values       | 15    | 15    |
| Potential    | 10    | 15    |
| Total        | 100   | 100   |

2. These competencies need to be discussed along with KPAs and common understanding arrived at for exhibiting these competencies and indicators of these **competencies**.
3. The competencies required to be exhibited by every executive will include the following:-

#### A) **Competencies:**

1. Technical/Function competencies
2. Commercial acumen
3. Interpersonal skills and team work
4. Proactive problem solving and initiative
5. Communication skills(listening, clarity of thought and expression, written and oral)
6. Positive attitude(viewing things positively and with optimism and not being critical or cynical of everything; ability to look a brighter side of change and various other decisions, policies and innovations etc, and not being over critical or all the time critical of people and events, etc.).

**B) Potential factors:**

These are the qualities that become increasingly critical for senior management positions and are meant to prepare executives for handling higher roles as they grow in the organization. These are their ability to handle higher responsibilities including the following or more:-

1. Vision and Leadership
2. Ability to assume responsibility and take decisions
3. Execution ability
4. Change Management (openness to change, initiate and manage change)
5. Creativity.

**C) Values:-**

These include beliefs, behaviours and actions that are to be exhibited by every executive

1. Customer focus
2. Consistent Profitability
3. Commitment to excellence
4. Concern for people.

Apart from the above values, there will also be judgement of integrity and character of the individual concerned, which is defined below:

“Integrity and Character-defined as coherence between thought, work and deed

- speaking fearlessly what one feels (not having one thing in mind and speaking different things to please people or gain advantage of some kind or the other)
- Attempting to keep up promises or verbal commitments (doing what he says)”.

In the beginning of the year, if any executive would like to receive training or any development inputs on any of these competencies(example, communication skills, vision, change management skills, etc.) he may incorporate the same into his Development Plan as explained in Development Planning.

At the end of the year there will be self-assessment by the individual indicating both qualitatively and quantitatively his assessment of the manner and extent to which he exhibited these competencies. The qualitative inputs will be used for assessment by the reporting and reviewing officers besides their own observations. The self-assessment in quantitative terms, however, will not be known to the Reporting & Reviewing Officers until all three complete their assessment.

**3.3 Development Planning****Purpose and Philosophy**

The current thinking world-wide is that competency development should take place immediately on experiencing the competency gap or on the decision to build any new competency. It makes business sense to provide the training or any other development input on the basis of the need felt.

The new system envisages that Training and Development needs are identified and planned in the beginning of the performance year. The assumption here also is that once performance plans or KPAs are identified and the competencies needed are known, the performer himself will be in a good position to identify his own needs. The development planning, therefore, is an effort initiated by the executive concerned with the help of his Reporting Officer and he completes the fulfillment of development needs with either self initiative or with the help of the HR department.

**Operational Details**

1. Every executive is required to identify his own developmental needs along with his plan for meeting the needs in the month of April itself and record the same along with his performance plan.

2. The training and developmental needs may arise out of new task or activities the executive concerned is expected to perform during the assessment period for which he does not have adequate knowledge or skills or any other competencies or some form of development interventions will help the executive concerned to perform better.
3. Based on available resources and Training Policy of the Company, the Training and Development plans are to be prepared at the beginning of the year. Any training and development support needed by the executive concerned from the organization is to be identified and stated in association with the Reporting Officer in the beginning of the year in consultation with HoD.
4. The HoD will then decide at the beginning of the year the priority for covering the executives in the department and communicate the same HR department.
5. Such plans are automatically linked to HR departments and actions planned accordingly and candidates are to be identified periodically.
6. Training shall be imparted to executives at the discretion of the Management. Self development is the primary responsibility of the individual executive concerned and Management can only facilitate to the extent possible.

### 3.4 **On-line E.P.M.S:**

#### **Philosophy and Purpose:-**

Technological innovations have revolutionized today's corporate sector. E-governance and such other practices are the order of the day. Even small organizations with global presence have started using IT support to improve their management practice. MSTC has decided to use the technological innovations to its advantage. Use of IT makes performance planning easy; communications and documentation become great aids.

#### **Operational Details :**

In the month of April, as soon as the Performance Planning and Goal Alignment workshops are over, each executive is required to plan his performance in terms of KPAs and record the same in the format provided in Online PMS system. All KPAs and performance plans are to be put on-line. The online facility/system should be accessible by all executives and departments.

Systems department will ensure that the necessary IT infrastructure is in place at all Offices to facilitate the same.

The following guidelines will be followed in the designing of the on-line EPMS:

1. Each executive to be assigned an EPMS ID.
2. Each executive would be required to record his/her KPAs along with the weightage within the stipulated time frame after which the system will shut down & no further recording will be allowed.
3. The filled in formats of the concerned executives will then be available to their respective Reporting Officer, Reporting Officer(O), Reviewing Officers and HoD and HR Dept.
4. HODs, HR, Directors and Chairman will also have access to all the forms.
5. Key Performance Areas will be available for viewing to all executives across Offices at all times during the year.
6. After the KPAs are finalized & entered into the format in the Online PMS system within the stipulated time period, all concerned will have 24x7 access to the Online PM System to maintain their records in the Performance Diary.
7. No one will be able to modify the forms or the entries other than those authorized to enter the data.
8. Modifications, if any, can be made in the Performance Plans by the individual concerned at any time during the year with the concurrence of the Reporting Officer.
9. HR Department will have access to developmental plans and will be able to download them for analysis and planning their activities.
10. There will be a system of approval of all modifications in the KPAs and performance plans which can be operated by the Executive Concerned & his Reporting Officer jointly.

11. Ratings or assessments will be visible to the executives concerned (Executive Concerned, Reporting Officer and the Reviewing Officer) and only the portions concerning them will be visible.
12. The ratings on performance will be visible to the executive concerned after finalization of the same by Performance Management Committee (PMC).
13. Once completed and approved electronically, ratings can not be changed on the system.

### 3.5 **Performance Review and Assessment :-**

#### **1. Half Yearly Review and Assessment by Self, Reporting and Reviewing Officers:-**

During the Assessment Year, Performance Diary is to be maintained online by both the executive concerned & his Reporting Officer highlighting the individual's achievements/shortcomings in fulfillment of KPAs.

##### **Rationale & purpose:**

**The Performance Diary is a tool provided to the executive concerned for keeping record of key information related to performance.** The individual concerned can make entries as and when required and all entries will be kept by date and time entered into the Online system.

Each individual executive's entry is intimated to his Reporting Officer & every Reporting Officer's remarks/entries is intimated to the Individual executive concerned. The Reviewing Officer is able to view the Executive's concerned Performance events/activities and would be used as a support document during performance discussions. .

#### **2. Performance review have to be held twice a year-mid year & annually**

##### **Purpose & Rationale**

The mid year & final reviews are specially focused on Feedback & Counseling and hence require the Reporting officer to have a formal feedback session with the executives reporting to him. When used effectively, Feedback & Counseling is a powerful tool for positively impacting performance.

3. Assessment is to be done only at the end of the assessment year. However, review discussions/feedback can be held between individual concerned & his Reporting Officer any number of times during the year and the same should be recorded in the system.
4. In the middle of the performance year (i.e. in the month of October) every executive is expected to make a self review of the performance plans by indicating the status of activities undertaken & accomplishments/highlights of performance.
5. The Reporting officer needs to make on-line comments on the same after discussion with the executive concerned and record them in the format provided in the Online EPNS system. The reviewing officer needs to be kept apprised by seeing the same and passing his comments, if any, on the Reporting officer and the Executive concerned. These can be viewed by the executive concerned, Reporting and Reviewing Officers and HoD.
6. The Reporting Officer should also assist the executive concerned in identifying and developing competencies for the subsequent period and a Performance Review Discussion (PRD) is recommended. The developmental activities, if any, also may be recorded in the development plan column.
7. **Final Review and Assessment On-line:-**
  - 1) The qualitative comments of the individual & Reporting Officer should be recorded on the on-line PMS format on completion of the assessment year.



- 2) The individual concerned, Reporting Officer and Reviewing Officer should then rate the executive concerned independently against the weightages of respective KPA parameters. The final assessments of each of the assessors (executive concerned, Reporting Officer and Reviewing Officer) will be visible to Reporting and Reviewing Officers only after all the three of them complete the assessments.
- 3) The final assessment is to be made by the Performance Management Committee after completion of the assessment period, as per the time schedule given in the guidelines, preferably before the finalization of performance plans for the next year.

### 3.6 **Final Performance categorization of Ratings by the Performance Management Committee (PMC)**

#### **Purpose and Rationale:**

MSTC recognizes that every individual's performance is dependent on the competencies of the officer concerned including his ability to manage and get the support he requires, his motivation as reflected in the effort he puts in to perform various KPAs and related activities he undertakes, and the support he receives to perform various tasks and activities. The performance is also subject to unpredictable and unexpected chance occurrences/contingencies. A good manager and leader is able to predict the unexpected to a large extent and plan for continuous performance as organizational performance depends on each Individual performing well. Experience across the world and studies have indicated that subjectivity is an inevitable part of Performance appraisals. No two appraisers are comparable as the circumstances, competencies, work effort and support received or managed for different executives may not always be comparable. Use of numerical numbers requires standardization and comparability. While work output delivered at lower levels by workmen are comparable to some extent as they are measured in physical quantities, the output of performance of supervisors, and executives become incomparable on objective parameters. Thus the ratings assigned by the executives, Reporting Officer and Reviewing Officer are subject to subjectivity and interpretations.

Recognizing the subjective nature of the appraisal, it becomes necessary to ensure that relatively good performers are recognized and encouraged through performance rewards, incentives etc. In this process, determination of who can be called as good performer is subject to various dilemmas. The first problem arises in fixing standards as the KPAs are varied, tasks are varied it is difficult to fix comparable standards for all officers. Recognizing this, MSTC EPMS uses a committee system to reduce subjectivity and recognize the good performer.

#### **Operational Details:**

1. The Performance Management Committee consists of the Reporting Officer, Reviewing Officer and the HOD.
2. The HOD plays a rationalization role as he always has more information of the performance of the department as well as the performance by various sections. Taking into consideration the team performance and the individual contribution to the team performance and also taking into account the inputs from the Reporting & Reviewing Officers and using the inputs provided by the executive concerned, the PMC assesses & categorizes each of the officer's performance for the assessment year into four categories as per assessment table given below.
  - EP= Exceptional Performer (to be given very sparingly for role models, unquestionable, all agree, Consensus).
  - HP= High Performer (Exceeds all targets, agreed by all as an excellent performer),
  - AP= Average Performer (Meets minimum targets/requirements)
  - LP=Low Performer (Not able to complete targets and needs to improve delivery of results).
3. The categorization is based on various factors which may not have got fully reflected in the forms:

- The level of difficulty and challenges taken by the executive in the year in terms of KPAs and activities.
  - The level of accomplishments or contributions of the executive to department's goals/performance and output.
  - The extent to which he received support from other input providers, including his internal suppliers and customers.
4. Assessment formats and other details as recorded in the on-line EPMs.
  5. There will be two categorizations of assessment/rankings done:- One for Performance and the second for Competencies, which also includes potential and values.
  6. The PMC consisting of Reporting, Reviewing Officers and HoD decides all the four categories as mentioned at para 2 above, taking into account various inputs of the on-line system, assessments and other factors including the relative performance of others and the favourability/unfavourability of the conditions, internal support and input availability, efforts made etc.
  7. The High Level PMC will finalize Exceptional Performer from the High Performers (say a particular %age) and Low Performers by recording 2 major achievements/shortcomings for use by the executives into these 2 categories.
  8. Any developmental needs arising out of the review will be pointed out and posted on the On-line PMS system for use by the executive and HR Dept.

### **3.7 Communication of Performance Grading to the executives(Transparency)**

#### **Rationale:**

Final grades and performance reports will be made available on-line for viewing in full by the individual concerned.

On-line Performance Review Discussions (PRD) to be held twice a year prior to.

#### **Operational details:**

1. On-line PMS system will be used to ensure transparency, compliance and timeliness.

#### **2. Development Plan for Low Performers:**

In case of executives categorized as Low Performers in a particular assessment year, a definite development plan has to be communicated to the individual concerned along with his final grade by the PMC for enhancing their performance in their next assessment year & bringing them back into the system as better performers. If need be, the executive concerned can be rotated to other departments/units for his/her improvement.

### **3.8 Assessing Assessors for higher accountability:**

#### **Purpose and rationale:**

MSTC recognizes that our Indian Culture is that of relationship building and people value culture by nature. In such a culture, it is difficult to give negative feedback face to face and it has been a normal practice to communicate only positive feedback to employees.

MSTC also recognizes that in the past, intention to give high ratings is used as a motivating mechanism and that is how a lot of subjectivity creeps in. Most often, a Reporting or a Reviewing Officer may feel that a particular executive has done only a poor job or a below average job but communicates to the executive concerned that he has done a great job to buy his motivation for the future.

Raters vary in their philosophy and approach. Some are strict and more objective and may swing to one extreme, while a few others may be lenient and generous. However, to make the system become less subjective and to ensure that all executives use similar standards, an attempt is being made to develop all assessors to be more

objective and make proper judgement of the performance of their juniors. This will be done through the following:

1. Assessing the Assessors by studying their rating behavior and giving them feedback about their rating behavior.
2. Using EPMS Audit Committees periodically to review the implementation of the EPMS.

**Operational details:**

**A) Rating behavior of Assessors:**

1. At the end of the assessment year, each rater's (Reporting as well as Reviewing Officers) assessments will be statistically analyzed to determine his rating behavior and feedback will be given to him.
2. Each executive is expected to fill a form giving details of his experience with the assessment process and also give his assessment of the rating behavior of the Reporting Officer. A simple five to six item rating scale will be used and the ratings communicated to each Reporting Officer.
3. Such communications may take the following forms:  
 "You have rated during the previous year-----Officers as a Reporting Officer and ----Officers as a Reviewing Officer. An analysis of your ratings has revealed that the ratings you have given range from ---- to ----- The average ratings of the Company range from ----- to ----- Your departmental average ranges from ----- to ----- Your departmental performance has been rated as -----  
 Considering these factors, your rating behavior indicates that you are a Lenient Rater/Conservative rater/Discriminating rater/Non-discriminating rater, etc."

This system needs to be developed and perfected over a period of time.

4. A new Credibility Quotient to be developed for each assessor on the basis of their rating behavior and communicated to them to improve their rating behavior.

**B) EPMS Audit Committee**

1. There will be an EPMS Audit Committee to review and audit the implementation of the EPMS. The EPMS Audit Committee will meet during the stipulated time period.
2. The Audit Committee will look into the individual grievances/appeals, if any, received during the year at the end of the assessment year, look into these cases, study the ratings, interview some of the candidates as they deem fit and make suggestions to improve the EPMS and its implementation.
3. Assessors from departments with average performance but giving high ratings for their juniors to be questioned by EPMS Audit Committee.

**3.9 Leadership Development and Competency Building through 360 Degrees Feedback and Assessment and Development Centres.**

**Rationale:**

In the recent year, a lot of development has taken place in the field of performance management. Two such developments include the 360 Degree Feedback and the Assessment and Development Centers.

The 360 Degree Feedback is a multi-rater feedback in which the candidate is assessed at the end of the year by his juniors, seniors, internal customers, external customers, wherever applicable. These along with Self-assessment by the executive concerned, gives insights into the impact made by the Executive on his performance in subsequent period. Particularly in cultures where employees don't give objective feedback to each other due to a desire to maintain good relations, it has been found to be useful. MSTC has decided to use this system selectively for the development of its Senior level

executives. The 360 Degrees Feedback is being tried out on an experimental basis and will be used as a development tool.

Assessment and Development Center is a specially created center in which a series of exercises are used to assess the competencies of a given individual for jobs he/she has usually not performed so far. Assessment centers have become a useful technique to assess the competencies needed by officers for higher level jobs and use the information to develop individuals to perform higher level jobs or roles.

An assessment center uses a variety of testing techniques designed to allow candidates to demonstrate, under standardized conditions, the skills and abilities that are most essential for success in a given job.

Assessment centers consist of standardized evaluation of behavior based on multiple inputs. Features of an assessment center include measurement of techniques selected based on job analysis, simulation exercises, assessors' behavioral observations (classified into meaningful and relevant categories), and use of multiple assessors for each candidate.

In an Assessment center the candidate is assessed by external assessors on a set of predetermined competencies using multiple methods. Thus the data generated are supposed to be more objective and have been found to have a reasonable degree of predictive validity. Due to their predictive validity, they are being used in India for development purposes.

**Operational details :-**

1. MSTC proposes to use 360 Degrees Feedback (360 DF) and Assessment and Development Centres (ADCs) for developing future leaders and to prepare managers for their future roles.
2. Data from 360 DF will not be used for promotion decisions but the improvements and accomplishments shown by an executive after 360 Degree Feedback and assessment by ADCs to be indicators of leadership competencies.
3. In subsequent years, Competencies, Potential and Values to be assessed on the basis of ADCs or other tools and incorporated into the EPMS.

**4.0 TENURE :**

1. The Company reserves the right to withdraw the system at any time without notice.
2. Chairman, MSTC is authorized to approve the details under the policy and the appraisal formats for implementation of the same. He is also authorized to amend or modify the system, rules and guidelines, as and when required.
3. For effective implementation of the Executive Performance Management System in MSTC, the system should be reviewed after the first, third and fifth year of its implementation and every five years hence to bring in systemic improvements.

**Annexure**

**Performance Appraisal System for Executives**

**APPRAISAL POLICY**

- 1.0 OBJECTIVES
- 2.0 SCOPE
- 3.0 APPRAISAL PROCESS
- 4.0 PERFORMANCE PLANNING
- 5.0 SELF APPRAISAL & MID-TERM REVIEW PERFORMANCE REVIEW DISCUSSION (PRD-I)
- 6.0 SELF APPRAISAL AND FINAL PERFORMANCE REVIEW –PERFORMANCE REVIEW DISCUSSION (PRD-II)
- 8.0 PERFORMANCE ASSESSMENT BY THE REVIEWING OFFICER
- 9.0 ROLE OF HR

- 10.0 FUNCTIONING OF PERFORMANCE REVIEW COMMITTEE (PRC)
- 11.0 DEVELOPMENT PLAN
- 12.0 GENERAL
- 13.0 TENURE

**GUIDELINES ON APPRAISAL SYSTEM FOR EXECUTIVES INCLUDING JO/JSOs**

- 1.0 EXECUTIVE PERFORMANCE APPRAISAL SYSTEM COMPRISES
- 2.0 TASK/TARGET SETTING
- 3.0 SELF APPRAISAL
- 4.0 PERFORMANCE REVIEW AND DISCUSSION (PRD)
- 5.0 PERFORMANCE ASSESSMENT
- 6.0 INTEGRITY ASSESSMENT
- 7.0 DEVELOPMENT PLAN
- 8.0 FINAL ASSESSMENT
- 9.0 ROLE OF PERFORMANCE REVIEW COMMITTEE (PRC)
- 10.0 REPORTING RELATIONSHIPS
- 11.0 MISCELLANEOUS.

ANNEXURE-I : SCHEDULE OF ACTIVITIES

ANNEXURE-II : LIST OF COURSE TITLES AND CODES

ANNEXURE-III: FINAL ASSESSMENT SHEET FOR USE BY THE PERFORMANCE  
REVIEW COMMITTEE.

## **APPRAISAL POLICY**

### **1.0 OBJECTIVES**

- 1.1 To increase awareness of tasks/targets and the responsibility of executives at all levels through Performance Planning.
- 1.2 To provide for reliable, valid and objective assessment of executives' performance through the processes of a multi-tier assessment on specific performance and potential factors.
- 1.3 To distinguish between differing levels of performance on relative basis.
- 1.4 To provide the basis for determination of merit, efficiency and suitability for the purpose of promotion.
- 1.5 To identify the developmental needs of the executives.
- 1.6 To facilitate the processes of executive development through tasks/targets setting, self review performance analysis and two way communication between appraisee and appraiser.

### **2.0 SCOPE**

The Appraisal Policy will cover all(Non-Board level) executives including JMs/MTs and Deputationists. For the purpose of assessment, the executives are grouped into three categories-E-0 to E-4, E-5 to E-6 & E-7 and each category will have a specific type of form.

### **3.0 APPRAISAL PROCESS**

- A. Performance Planning
- B. Self-Appraisal & Mid-term Review-Performance Review Discussion (PRD-I)
- C. Self-Appraisal & Final Performance Review-(PRD-II)
- D. Performance Assessment
- E. Development Plan
- F. Final assessment/Grading.

### **4.0 PERFORMANCE PLANNING**

- 4.1 Jobs are to be identified on the basis of annual production plan, annual/quarterly Business Plan and overall mission and objectives of the organization.

The Appraisal Policy comes into force from the assessment year 1999-2000 and will continue to be in force till further orders.

- 4.2.1 Based on the job identified for the respective division/department, a few Key Performance Areas (KPA)s may be identified for each executive and not less than 5 quantifiable and observable tasks/targets with specific time frame will be set for each appraisee by the Reporting Officer in consultation with the former. Key Performance Areas (KPA)s refer to a short listing of the most important and high priority functions selected from one's routine activities which need to be broken down into specific tasks/targets or Key Result Areas(KRA)s in terms of measurable/verifiable standard viz.(i) specificity (ii) time frame (iii) quantity and (iv) quality. This will be communicated to the appraisee by 12<sup>th</sup> April of every year of assessment.

### **5.0 SELF APPRAISAL & MIDTERM REVIEW-PERFORMANCE REVIEW DISCUSSION (PRD-I)**

- 5.1 The Self-appraisal shall be filled up by the appraisee in the 1<sup>st</sup> week of October for mid-term review by the Reporting Officer.
- 5.2 In the mid-term appraisal, the appraisee shall factually report on the extent of fulfillment of tasks/targets, constraints faced and help required to meet the shortfall. The appraisee should avoid self evaluation of performance.
- 5.3 On submission of self-appraisal, the Reporting Officer shall hold a mid-term Performance Review Discussion (PRD) session with the appraisee. In PRD session, the Reporting Officer and the appraisee will discuss:
  - i) Extent of tasks/targets fulfilled
  - ii) Constraints faced
  - iii) Shortfall and its reasons

- iv) Measures to avoid future setback in tasks/targets achievement.
- v) Help required
- vi) Thrust areas for next six months
- vii) Modification/substitution of tasks if any.

5.4 After PRD session, the appraised and the Reporting Officer shall sign the self-appraisal and mid-term review report.

#### **6.0 SELF APPRAISAL AND FINAL PERFORMANCE REVIEW-PERFORMANCE REVIEW DISCUSSION(PRD-II)**

6.1 At the end of the assessment year, the Appraiser shall fill up the self-appraisal and submit it for final performance review by 12<sup>th</sup> of April.

6.2 The self-appraisal shall reflect fulfillment of tasks/targets set for the second half of the appraisal year (1<sup>st</sup> October to 31<sup>st</sup> March), constraints faced and also the performance highlights for the entire year i.e. from 1<sup>st</sup> April to 31<sup>st</sup> March.

6.3 After submission of self-appraisal, the Reporting Officer shall hold Performance Review Discussion (PRD) session with the appraiser and will discuss the following::

- i) the extent of tasks/targets fulfilled
- ii) Constraints faced
- iii) Shortfall and its reasons
- iv) The highlights of performance of the year
- v) Suggestions for improvement of performance.

#### **7.0 PERFORMANCE ASSESSMENT**

7.1 The performance of the appraiser will be assessed after final performance review session is held.

7.2 Multi-tier assessment

The assessment of performance will be done through a multi-tier system of assessment by the Reporting Officer, Reporting Officer (O) and Reviewing Officer and by Performance Review Committee(PRC).

**7.3 Reporting Officer**

The Reporting Officer will assess the appraisee on the following factors. Each factor will carry & maximum factor score as under:

**A. E-0-E4**

| <b>Factors of assessment</b>      | <b>Factor Score (Max.)</b> |
|-----------------------------------|----------------------------|
| <b><u>Performance Factors</u></b> |                            |

|    |                                                 |    |
|----|-------------------------------------------------|----|
| a) | Quantity of output                              | 15 |
| b) | Quality of output                               | 15 |
| c) | Cost control/Consciousness                      | 10 |
| d) | Job knowledge and skill                         | 10 |
| e) | Discipline (including Technological discipline) | 10 |
| f) | House/Record Keeping                            | 05 |
| g) | Team Working & Lateral Co-ordination            | 05 |

**Potential Factors**

|    |                                      |    |
|----|--------------------------------------|----|
| a) | Initiative                           | 10 |
| b) | Communication                        | 10 |
| c) | Commitment & Sense of Responsibility | 05 |
| d) | Management of Human Resources        | 05 |

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|                           |            |
|---------------------------|------------|
| <b>TOTAL FACTOR SCORE</b> | <b>100</b> |
|---------------------------|------------|

**B. E5-E6**

| <b>Factors of assessment</b>      | <b>Factor Score (Max.)</b> |
|-----------------------------------|----------------------------|
| <b><u>Performance Factors</u></b> |                            |

|    |                                               |    |
|----|-----------------------------------------------|----|
| a) | Quantity of output                            | 10 |
| b) | Quality of output                             | 10 |
| c) | Job Knowledge and Skill                       | 10 |
| d) | Cost control/consciousness                    | 10 |
| e) | Discipline(including Tech-discipline)         | 10 |
| f) | Team working & Lateral Co-ordination          | 05 |
| g) | Development of Sub-ordinates/Ability to learn | 05 |

**Potential Factors**

|    |                                      |    |
|----|--------------------------------------|----|
| a) | Initiative                           | 10 |
| b) | Communication                        | 10 |
| c) | Commitment & Sense of Responsibility | 05 |
| d) | Planning & Organising                | 05 |
| e) | Problem Analysis & Decision Making   | 05 |
| f) | Management of Human Resources        | 05 |

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|                           |            |
|---------------------------|------------|
| <b>TOTAL FACTOR SCORE</b> | <b>100</b> |
|---------------------------|------------|



**C. E7**

| <b>Factors of assessment</b>           | <b>Factor Score(Max.)</b> |
|----------------------------------------|---------------------------|
| <b><u>Performance Factors</u></b>      |                           |
| a) Quantity of output                  | 10                        |
| b) Quality of output                   | 10                        |
| c) Cost control/consciousness          | 10                        |
| d) Development of Sub-ordinates        | 10                        |
| <b><u>Potential Factors</u></b>        |                           |
| a) Problem Analysis & Decision Making  | 15                        |
| b) Ability to build a strategic vision | 10                        |
| c) Planning & Organizing               | 10                        |
| d) Leadership & Team Building          | 10                        |
| e) Business Sense                      | 10                        |
| f) Management of Human Resources       | 05                        |
| <b>TOTAL FACTOR SCORE</b>              | <b>100</b>                |

- 7.4 One of the outputs of the system will be that the appraisees will be classified into the following grades in order of merit :

O                      A                      B                      C

- 7.5 The sum total of the factor score given by the Reporting Officer will indicate the category that the Reporting Officer would like to put the Appraisee in. The following range of scores may be used as a guide for the indicative grades of the Reporting Officer :

| <b><u>Score Range</u></b> | <b><u>Grade</u></b> |
|---------------------------|---------------------|
| 86 and above              | O                   |
| 70 to 85                  | A                   |
| 50 to 69                  | B                   |
| 49 & below                | C                   |

Note: For example, if the total score given comes to 65, it indicates that the appraisee is suggested o be graded as **B**.

- 7.6 The Reporting Officer and Reviewing will differentiate between performance levels of appraisees under him and to the extent possible follow distribution pattern as indicated below in order of merit :

| <b><u>Score Range</u></b> | <b><u>% of Executives (Maximum ceiling)</u></b> |
|---------------------------|-------------------------------------------------|
| 86 and above              | Upto 10%                                        |
| 70 to 85                  | Upto 20%                                        |
| 50 to 69                  | Not less than 55%                               |
| 49 & below                | Upto 15%                                        |

- 7.7 The Reporting Officer after duly filling in the part 'D' of the performance assessment, will record the performance assessment within the prescribed time.

7.8 Reporting Officer(O)

Where executives of Service/Staff departments are posted to work in other departments, the performance of the executive shall be appraised by the Line Managers also. Such a Line Manager shall be Reporting Officer (O).

7.9 The Reporting Officer (O) will make his/her individual assessment independently in the same pattern as listed out for the Reporting Officer within the prescribed time.

## 8.0 **PERFORMANCE ASSESSMENT BY THE REVIEWING OFFICER**

The Reviewing Officer will rate the individual on each of the factors listed. He/she will follow the same principle as the Reporting Officer for making assessment as indicated at para 7.3 to 7.7 within the prescribed time.

## 9.0 **ASSESSMENT OF INTEGRITY**

In Part-D of the Performance Appraisal form, the Reporting Officer and the Reviewing Officer will give their comments on "Integrity" of the appraisee as 'Above Board' or 'Questionable'.

|                   | <b><u>Integrity (please tick)</u></b> |                     |
|-------------------|---------------------------------------|---------------------|
|                   | <b>Above Board</b>                    | <b>Questionable</b> |
| Reporting Officer |                                       |                     |
| Reviewing Officer |                                       |                     |

### **NOTE**

In case there is any doubt about the integrity of an employee, the column in the appraisal should be left blank and a secret note may be recorded and sent to Vigilance Department. If as a result of investigation etc., the doubts are cleared, the employees' integrity should be certified as Above Board and if the doubts are confirmed, the integrity should be recorded as Questionable and communicated to the concerned employee by the Reviewing Officer.

In case the integrity of the appraisee is assessed as Questionable by both the Reporting Officer and the Reviewing Officer as per laid down procedure, it would constitute an adverse remark and will render the appraisee non-promotable for the ensuing year.

## 10.0 **ROLE OF HR**

10.1 HR will help in compiling the total scores based on the assessment on each individual factor by the Reporting Officer, Reporting Officer(O) and Reviewing Officer taking into account the weightage given to the Reporting Officer, Reporting Officer(O) and Reviewing Officer. The weight will be given as under:

|                       |   |                                       |
|-----------------------|---|---------------------------------------|
| Reporting Officer     | - | 50%                                   |
| Reporting Officer (O) | - | 25%                                   |
| Reviewing Officer     | - | 25% or 50% if no Reporting Officer(O) |

In case the Reporting Officer or the Reviewing Officer is CMD, there is no need for further assessment and weights of the subsequent authorities as above will get added.

10.2 The appraisal of all the appraisees will be put up to the PRC along with the analysis of the appraisal data of the concerned appraisal group giving the number of appraisees in each category and percentage of distribution in different grades etc., by the HR.

10.4 HR will provide the total scores of the appraisees in a given Appraisal Group in descending order with primary grades as per the score range as under.:

| <b><u>Score Range</u></b> | <b><u>Grade</u></b> |
|---------------------------|---------------------|
| 86 and above              | O                   |
| 70 and 85                 | A                   |
| 50 to 69                  | B                   |
| 49 and below              | C                   |

In case Chairman, PRC desires, the final grades for the proceeding 3 years may also be furnished against each appraisee for information.

## 11.0 **FUNCTIONING OF PERFORMANCE REVIEW COMMITTEE (PRC)**

11.1 The constitution of PRC for different levels will be approved by CMD.

11.2 The following information will be available to the Performance Review Committee:

- i) Appraisals of all appraisees.
- ii) The total credit score of each appraisee.
- iii) Analysis of appraisal data of the concerned appraisal group with the percentage of appraisees distributed in different grades etc.
- iv) Other data as may be relevant.

11.3 The PRC will study the distribution pattern of primary gradings and will harmonise the grades of some of the appraisees if needed, to remove disparities, if any, in gradings. However, the moderation may not be of more than one stage up or down with respect to the primary gradings. The PRC will decide the final gradings ensuring the distribution of appraisees as under:

| <u>Grade</u>      | <u>% of Executives</u>             |
|-------------------|------------------------------------|
| O                 | Upto 15%                           |
| A }<br>B }<br>C } | On actual performance rating basis |

\*\* upto 15% as 'O'

The decision of the PRC Chairman will be final.

# **Clarification:** PRC can harmonize the grades through moderation by one stage. However, in exceptional circumstances, the PRC Chairman may make moderation by two stages, for reasons to be recorded in writing.

(Amended vide 282<sup>nd</sup> Board meeting held on 24.09.2018 Circular ref. no. P&T/01/070/14/604 dated 25.10.2018)

## 12.0 DEVELOPMENT PLAN

12.1 The Part E of the performance appraisal format provides for recommendation regarding development plan of the appraisee based on his/her strengths and weaknesses.

11.2 A code list of development programme is given separately which can be used for recommending training programmes. While recommending a development plan, justification for such recommendation may be provided taking into consideration the benefit to the individual and the organization that are likely to be accrued.

## 13.0 GENERAL

**13.1** In cases of executives where Functional Directors are the Reporting Officers, CMD will discharge the function of Reviewing Officer as well as PRC Chairman. In case of executives in E7 grade reporting directly to CMD, the assessment of CMD will have 100% weightage. HR/Authorized executive will calculate the total score of the concerned executive based on the assessment in the appraisal report and indicate the primary grading, CMD will give the final grading.

(Amended vide Circular no. P&T/01/070/20/541, Dated- 31-12-2021)

### **13.2 Minimum Period of assessment**

An appraisee should work for a minimum period of 3 months during an assessment period for the assessment to be made.

13.3 In case an appraisee has worked under more than one Reporting Officer during the period of assessment, the Reporting Officer immediately preceding the expiry of the assessment period will assess the performance subject to para 13.2

### **13.4 Appraisal Calendar**

The Appraisal Calendar indicating the dates on which various actions are to be initiated and completed will be given in the appraisal guidelines.

13.5 The promotion policy may be revised to convert the final grades into credit points as under :

| <u>Grade</u> | <u>Credit Points</u> |
|--------------|----------------------|
| O            | 50                   |
| A            | 40                   |
| B            | 30                   |
| C            | 15                   |

**14 TENURE**

14.1 The policy will come into force from a date notified by CMD and shall remain in force for a period as decided by him.

14.2 CMD will be competent to amend, modify and withdraw the policy at any time.

## **GUIDELINES ON APPRAISAL SYSTEM FOR EXECUTIVES INCLUDING MTs**

### **1.0. EXECUTIVE PERFORMANCE APPRAISAL SYSTEM COMPRISES:**

- Part-A** Performance Planning-Tasks & Targets Setting
- Part-B** Self-appraisal & Mid Term Review (PRD-I)
- Part-C** Self-appraisal & Final Performance Review (PRD-II )
- Part-D** Performance assessment
- Part-E** Development Plan
- Part-F** Final assessment/Grade.

### **2.0 TASK/TARGET SETTING**

- 2.1 The assessment will be based on tasks and targets set for the year.
- 2.2 The Reporting Officer should set down clearly defined tasks/targets, as far as possible in quantifiable terms, for all executives reporting to him. A few key performance areas (KPA's) may be identified for each appraisee for the assessment year (1<sup>st</sup> April to 31<sup>st</sup> March) and the tasks/targets (not less than 5) with time frame based on KPA's should be set in consultation with the appraisee and recorded in Part-A of the appraisal format by 12<sup>th</sup> April, which is to be signed by the Appraisee and Reporting Officer.
- 2.3 Key Performance Areas are the most important and critical functions selected out of total activities which an executive must perform during the year. Each Key Performance Area may have one or more objectives. An objective indicates what is to be achieved, the period in which it has to be achieved, the level of achievement, etc. A set of objectives, quantifiable as far as possible, will be the tasks/targets for each appraisee.

### **3.0 SELF APPRAISAL**

- 3.1 The on-line appraisal formats will be available to all the appraisees. HODs, Reporting Officer and Reviewing Officers will also be kept informed of the same.
- 3.2.1 The self-appraisal will be completed by the appraisee twice every year, once by 7<sup>th</sup> October for the period April 1 to September 30, and again by 12<sup>th</sup> April for the period October 1 to March 31. The broad guidelines mentioned below should be followed for completing the self-appraisal.
  - The self-appraisal should be completed on the basis of the tasks/targets set.
  - The appraisee should furnish factual information to the extent of the tasks and targets fulfilled and avoid evaluation of performance.
  - The appraisee should record only those constraints which were not taken into account while setting targets and those which are outside appraisee's control.
  - The appraisee should also mention help required during the second half of the assessment year to make up the shortfall.
  - While writing the self-appraisal for second half of assessment year in the month of April, the appraisee should also record the highlights of his/her performance for the entire assessment period (1<sup>st</sup> April to 31<sup>st</sup> March). Highlights of performance should include targets achieved beyond stated norms. Innovative work processes, cost reduction measures etc.
- 3.3 After completing the self-appraisal as per guidelines mentioned above, the appraisee should return the same to the Reporting Officer duly signed.
- 3.4 The Reporting Officer will study the self-appraisal and call the appraisee for Performance Review Discussion (PRD). (details at Para-4).
- 3.5 The Executive Performance Appraisal System Activity Schedule is given at Annexure-I.

### **4.0 PERFORMANCE REVIEW AND DISCUSSION (PRD)**

- 4.1 The appraisal system provides for formal reviews of performance twice a year between the appraisee and the Reporting Officer.
- 4.2 The first PRD session i.e., the mid-term PRD, should be held by 7<sup>th</sup> October after the self-appraisal is filled in and submitted by the appraisee.
- 4.3 The second PRD session i.e., the final PRD, should be held by 12<sup>th</sup> April after the self-appraisal for the last six months of the year is filled in and submitted by the appraisee.
- 4.4 These PRD sessions are in addition to the informal performance review and planning discussions which usually take place between the Reporting Officer and appraisee on day-to-day activities.

- 4.5 The objective of PRD is to :
- Discuss the performance of the appraisee with reference to the set tasks/targets, cause of shortfalls, if any, and mid-course corrections, if required.
  - Discuss the major strengths which have facilitated the appraisee's performance and also those behavioral aspects which he/she needs to develop.
  - Identify and finalise the thrust areas for the next six months/one year, resources required, constraints to be overcome, etc.
- 4.6 The Reporting Officer must record the outcomes of the discussions in the specified format and sign the same. This should be read and signed by the appraisee. The date on which the PRD was held should also be recorded.
- 4.7 Reporting Officer may, if necessary, avail assistance of Personnel Department/HRD, for conducting PRD sessions.

## 5.0 **PERFORMANCE ASSESSMENT**

- 5.1 After the Annual PRD session, the Reporting Officer, Reporting Officer(O) and Reviewing Officer are required to assess the performance of the appraisee on performance & potential factors indicated at Part-D of Assessment Form.
- 5.2 Each factor has been assigned a maximum score to indicate its importance in the overall assessment.
- 5.3 The performance of the appraisee is to be assessed against each factor and a score is given out of the maximum score assigned to the factor as per the guidelines given in the Appraisal Form. Such score will be called Rating Score. The aggregate of rating scores will be the Total Factor Score.

Example: In case of assessment of an executive in the grade of E4.

| Factors of assessment                   | Factor | Score(Max.) | Rating Score<br>(out of Max.) |
|-----------------------------------------|--------|-------------|-------------------------------|
| <b><u>Perratance Factors</u></b>        |        |             |                               |
| Quantity of output                      |        | 15          | 12                            |
| Quality of output                       |        | 15          | 10                            |
| Cost Control/Consciousness              |        | 10          | 05                            |
| Job Knowledge & Skill                   | 10     |             | 06                            |
| Discipline (including Tech. Discipline) | 10     |             | 07                            |
| House/Record keeping                    | 05     |             | 03                            |
| Team Working & Lateral Coordination     | 05     |             | 02                            |
| <b><u>Potential Factors</u></b>         |        |             |                               |
| Initiative                              |        | 10          | 08                            |
| Communication                           |        | 10          | 07                            |
| Commitment & Sense of Responsibility    | 05     |             | 04                            |
| Management of Human Resources           | 05     |             | 02                            |

## 5.4 **TOTAL FACTOR SCORE**

The total factor score given by the assessing authority will indicate the category that he/she would like to put the Appraisee in. The following range of total factor scores may be used as indicative guides for each level of assessing authorities.

| <b><u>Score range</u></b> | <b><u>Grade</u></b> |
|---------------------------|---------------------|
| 86 and above              | O                   |
| 70 to 85                  | A                   |
| 50 to 69                  | B                   |
| 49 & below                | C                   |

The assessing authority, **however, will not record the** grade i.e. O,A,B or C in the appraisal format.

- 5.5 The Reporting Officer, Reporting Officer (O) and Reviewing Officer should note that final distribution of executives by Performance Review Committee(PRC) will be in the following pattern in order of merit:-

| <u>Grade</u>      | <u>% of Executives</u>             |
|-------------------|------------------------------------|
| O                 | Upto 15%                           |
| A }<br>B }<br>C } | On actual performance rating basis |

(Consequential to amendment vide 282<sup>nd</sup> Board meeting held on 24.09.2018 Circular ref. no. P&T/01/070/14/604 dated 25.10.2018)

While assessing, appraising authorities should differentiate between levels of performance of the executives working under them and to the extent possible, follow the above pattern in order of merit and considering the relevant appraisal groups to which such executives belong. This will minimize need for moderation by the Performance Review Committee.

#### 6.0 **INTEGRITY ASSESSMENT**

In Part-D of the Performance Appraisal format, the Reporting Officer and the Reviewing Officer will give their comments on "Integrity" of the appraisee as under:-

|                   | <b><u>Integrity(please tick)</u></b> |                            |
|-------------------|--------------------------------------|----------------------------|
|                   | <b><u>Above Board</u></b>            | <b><u>Questionable</u></b> |
| Reporting Officer |                                      |                            |
| Reviewing Officer |                                      |                            |

**Note:** In case there is any doubt about the integrity of an employee, the column in the appraisal should be left blank and a secret note may be recorded and sent to Vigilance Department. If as a result of investigation etc., the doubts are cleared, the employee's integrity should be certified as Above Board and if the doubts are confirmed, the integrity should be recorded as Questionable and communicated to the concerned employee by the Reviewing Officer.

In case the integrity of the appraisee is assessed as Questionable by both the Reporting Officer and the Reviewing Officer as per laid down procedure, it would constitute an adverse remark and will render the appraisee non-promotable for the ensuring year.

#### 7.0 **DEVELOPMENT PLAN**

- 7.1 The Part-E of the performance appraisal format provides for recommendation regarding development plan of the appraisee based on his/her strength and weakness. The development plan includes sponsoring executives for training.
- 7.2 A code list of development programmes is given at Annexure-II which can be used for recommending training programmes. While recommending a development plan, justification for such recommendation may be provided taking into consideration the benefit to the individual and the organization that are likely to be accrued.

#### 8.0 **FINAL ASSESSMENT**

- 8.1 For each appraisee there will a maximum of 3 total factor scores awarded by the Reporting Officer, Reporting Officer (O) and Reviewing Officer.
- 8.2 Weightages have been indicated for the assessment of the Reporting Officer. Reporting Officer (O) and Reviewing Officer by allotting 50% for Reporting Officer and 25% each for Reporting Officer(O) and Reviewing Officer. In case there is no Reporting Officer (O), the weightage for Reviewing Officer will be 50%.

- 8.3 The HR Dept. will compute the weighted score for Reporting Officer, Reviewing Officer and Reporting Officer(O) by multiplying the total factor score given by the above assessing authorities with the weightages assigned to them. A total of such weighted scores will constitute the total credit score of the appraisee.

Example:

- i) In case of an executive in the Grade of E-3, where there is a Reporting Officer(O), the total credit score is computed as given below:-

|                    | <b>Reporting<br/>Total<br/>Officer</b> | <b>Reporting<br/>Officer (O)</b> | <b>Reviewing<br/>Officer</b> |
|--------------------|----------------------------------------|----------------------------------|------------------------------|
| Weight Applicable  | 50%                                    | 25%                              | 25%                          |
| 100%               |                                        |                                  |                              |
| Total Factor Score | 75                                     | 60                               | 80                           |
| Credit Score       | 37.5                                   | 15                               | 20                           |
| 72.5               |                                        |                                  |                              |

The Total Credit Score will be 72.5.

- ii) In case of an executive in the grade of E-4, where there is no Reporting Officer (O), Total Credit Score is computed as shown below:

|                    | <b>Reporting<br/>Total<br/>Officer</b> | <b>Reporting<br/>Officer (O)</b> | <b>Reviewing<br/>Officer</b> |
|--------------------|----------------------------------------|----------------------------------|------------------------------|
| Weight Applicable  | 50%                                    | -                                | 50%                          |
| 100%               |                                        |                                  |                              |
| Total Factor Score | 75                                     | -                                | 71                           |
| Credit Score       | 37.5                                   | -                                | 35.5                         |
| 73                 |                                        |                                  |                              |

The Total Credit Score will be 73.

- 8.4 All executives within an appraisal group will be listed in descending order on the basis of the Total Credit Score secured by them. An appraisal group will consist of appraisees in the same grade belonging to departments/sections related to each other and/or falling in the same LOPs. The constitution of appraisal groups and PRCs will be intimated separately.

- 8.5 HR Dept. will provide the total scores of the appraisees in a given Appraisal Group in descending order with primary grades as per the score range as under:

| <b><u>Score range</u></b> | <b><u>Grade</u></b> |
|---------------------------|---------------------|
| 86 and above              | O                   |
| 70 to 85                  | A                   |
| 50 to 69                  | B                   |
| 49 & below                | C                   |

In case Chairman, PRC desires, the final grades for the preceding 3 years may also be furnished against each appraisee for information.

## 9.0 **ROLE OF PERFORMANCE REVIEW COMMITTEE (PRC)**

- 9.1 The Performance Review Committees will be suitably constituted and will be formalized with the approval of CMD. The constitution of PRC may be changed from time to time with the approval of CMD.

The PRC will be given the following inputs for every executive in an appraisal group.

- Appraisal report of appraisees.
- Analysis of appraisal of the concerned appraisal group with the percentage of appraisees distributed in different grades etc.
- Final Assessment Sheet as at Annexure-III.



d) Other data as may be relevant.

- 9.2 The PRC will study the distribution pattern of primary gradings and will harmonise the grades of some of the appraisees if needed, to remove disparities, if any, in gradings. However, the moderation may not be of more than one stage up or down with respect to the primary gradings. The PRC will decide the final gradings ensuring the distribution of appraisees as under

| <u>Grade</u> | <u>% of executives</u>               |
|--------------|--------------------------------------|
| **O          | 15%                                  |
| A            | } On actual performance rating basis |
| B            |                                      |
| C            |                                      |
| **upto       | 15% as 'O'                           |

The decision of the PRC Chairman will be final.

(Consequential to amendment vide 282<sup>nd</sup> Board meeting held on 24.09.2018 Circular ref. no. P&T/01/070/14/604 dated 25.10.2018)

**Clarification:** PRC can harmonise the grades through moderation by one stage. However, in exceptional circumstances, the PRC Chairman may make moderation by two stages, for reasons to be recorded in writing.

(Amended vide Circular no. P&T/01/070/14/604 dtd 25.10.2018 in 282<sup>nd</sup> Board meeting held on 24.09.2018)

- 9.3 Once the final grading is complete, the same should be recorded in each executive's appraisal format and duly approved by the Chairman of PRC latest by 30<sup>th</sup> May.
- 9.4 In case of difference of opinion in PRC, the decision of the Chairman PRC is final.

## 10 REPORTING RELATIONSHIPS:

### 10.1 Reporting Officer

The Executive next higher in rank and grade and not below the level of E-1 to whom the appraisee reports is known as Reporting Officer. However, in cases where an executive has been designated as In-Charge, he/she may be the Reporting Officer of Executives of the same grade who report to him/her. An appraisee should work for a minimum period of 3 months during an assessment period for the assessment to be made by the Reporting Officer.

- 10.2 In case an appraisee has worked under more than one Reporting Officer during the period of assessment, the Reporting Officer immediately preceding the expiry of the assessment period will assess the performance subject to 10.1.

### 10.3 Reviewing Officer

The executive to whom the Reporting Officer reports is known as Reviewing Officer.

### 10.4 Reporting Officer(O)

The assessment by Reporting Officer (O) will be applicable to the executives of service/staff departments who are posted to work in other areas. Where the performances of such executives are to be appraised by the Line Managers, such Line Managers are known as Reporting Officer (O). The Reporting Officer (O) should normally be not below the rank of E-5 and should at least be a grade higher than that of the appraisee.

**Decision:** The reporting officer (O) for executives posted as RFM/BFM shall be Director (Finance) of the Company.

(Amended vide Circular no. P&T/01/070/20/541, Dated- 31-12-2021)

## **11. SPECIAL PROVISIONS FOR EXECUTIVES IN THE GRADE OF E7:**

- 11.1 In cases of executives where Functional Directors are the Reporting Officers, CMD will discharge the function of Reviewing Officer as well as PRC Chairman. In case of executives in E7 grade reporting directly to CMD, the assessment of CMD will have 100% weightage. HR/Authorized executive will calculate the total score of the concerned executive based on the assessment in the appraisal report and CMD will give the final grading.

(Amended vide Circular no. P&T/01/070/20/541, Dated- 31-12-2021)

- 11.2 A list of low performers, comprising the executive(s) securing grade 'C', may be sent by the HR to the HoD concerned who should counsel the executive(s) concerned and pay special attention to help them improve their performance. Some of these executives may also be considered for Job Rotation based on need. HoD may seek the help of HR in the above exercise and the same will be provided by HR Dept.
- 11.3 In case of EPS/SOs/TAs attached to Functional Directors/CMD's Secretariat, the assessment by the concerned executive, viz., Director/CMD will have 100% weightage. In case of executives upto the level of E6 working in the Secretariat of Functional Director/CMD, where the Functional Director/CMD is discharging the role of Reporting and reviewing Authorities, the final grades of such executives would be as per the grading given by the Functional Director/CMD.

(Amended vide Circular no. P&T/01/070/20/541, Dated- 31-12-2021)

## **12.0 COMMUNICATION OF APAR RATING:**

The full APAR rating including the overall grade and assessment of integrity shall be made available to the executive concerned after the APAR is completed in all respect. The duly moderated APAR ratings by the PRC are to be communicated to the concerned individual with a scope to make representation, if any.

## **13.0 PROVISION FOR APPEAL AGAINST THE FINAL RATING COMMUNICATED TO THE EXECUTIVE CONCERNED**

### **13.1 Purpose and Rationale:**

Since we are revealing the Final grades to the executives, there may be cases where the executive concerned will not be satisfied with the final rating given to him/her vis-à-vis his/her self expectations. Therefore, it is expected that there will be few appeals regarding the final grading.

### **13.2 Operational details:**

13.2.1 In order to handle such grievances where there is difference of perception between the Executive concerned and the final grading as assessed by Performance Management Committee(PMC), a High Level Committee consisting of HODs and Directors constituted for this purpose by CMD would re-assess the individual based on the performance evaluation by the individual and his Reporting and Reviewing Officers and would look into whether or not there is any merit in the grievance of the executive concerned.

13.2.2 An executive can appeal within 10 days of the communication of the final grading through the system.

13.2.3 The High Level Committee will settle the appeal within 15 days and communicate to the individual concerned.

13.2.4 The grading as finalized by the High Level Committee will be treated as final and no further appeal can be made by the Individual executive concerned.

**14.0** Consequently, the promotion policy for executives may be revised to convert the final grades into credit points as under:

| <b>Grade</b> | <b>Score</b> | <b>Credit Points</b> |
|--------------|--------------|----------------------|
| O            | 86 and above | 50                   |
| A            | 70 to 85     | 40                   |
| B            | 50 to 69     | 30                   |
| C            | 49 & below   | 15                   |

14.1 Executives in the category C who may be declared as non-promotable by the Reporting/Reviewing Officer and/or PRC will be considered un-promotable for ensuing one year and categorized as 'D'.

**SCHEDULE OF EXECUTIVE PERFORMANCE MANAGEMENT SYSTEM*****PRIOR TO THE START OF THE PERFORMANCE YEAR*****By 31st March**

- Setting & communication of Tasks/Targets including KPAs for each Appraisee.
- Identification and Communication of Special Relevant Factor.

***Half yearly appraisal*****By 1st October of the Performance Year**

- Completed Self-appraisal for the period 1st April to 30<sup>th</sup> September to be sent to Reporting Officer.

**By 7th October**

- Bi-Annual Performance Review and Planning.

**By 1<sup>st</sup> April**

- Completed Self-appraisal for the period 1st April to 30<sup>th</sup> September to be sent to Reporting Officer.

**By 12<sup>th</sup> April**

- Annual Performance Review and Planning.
- Part C.

**By 20<sup>th</sup> May**

- Reporting Officer, Reporting Officer(O) and Reviewing officer completes the assessment Part C & D

**By 30<sup>th</sup> May**

- Final Evaluation by the Performance Review Committee (PRC)

**By 1<sup>st</sup> June**

- Communication of Final Ratings

**By 10<sup>th</sup> June**

- Appeal for review by Appraisee

**By 25<sup>th</sup> June**

- Disposal of appeals & communication

**ANNEXURE-II****Training Code with Course Titles w.r.t. Executive Performance Appraisal**

| Sl. No. | Course Title                               | Code   | Eligible Grades |            |               |
|---------|--------------------------------------------|--------|-----------------|------------|---------------|
|         |                                            |        | E-0 to E-4      | E-5 to E-6 | E-7 and above |
| 1.      | Communication and Presentation             | DP 101 | Y               | -          | -             |
| 2.      | Creativity and Innovation for Excellence   | MP 102 | Y               | -          | -             |
| 3.      | Assertiveness & Interpersonal Skills       | DP 101 | Y               | -          | -             |
| 4.      | Team Working                               | DP 102 | Y               | -          | -             |
| 5.      | Communication and presentation Skills      | DP 201 | -               | Y          | -             |
| 6.      | Managerial Effectiveness                   | MP 201 | -               | Y          | -             |
| 7.      | Assertiveness & Interpersonal Skills       | DP 202 | -               | Y          | -             |
| 8.      | Strategies for Team Building               | MP 203 | -               | Y          | -             |
| 9.      | Emotional Competency                       | DP 204 | -               | Y          | -             |
| 10.     | Management of Change                       | DP 001 | Y               | Y          | Y             |
| 11.     | Managerial Effectiveness                   | DP 103 | Y               | -          | -             |
| 12.     | Business Communication                     | DP 104 | Y -             | -          | -             |
| 13.     | Personal Effectiveness for Growth          | DP 105 | Y               | -          | -             |
| 14.     | Creativity and Innovation for Excellence   | DP 205 | -               | Y          | -             |
| 15.     | Negotiation Skills                         | DP 206 | Y               | Y          | Y             |
| 16.     | Business Environment & Commerce            | DP 207 | -               | Y          | Y             |
| 17.     | Managerial Decision Making                 | DP 208 | -               | Y          | Y             |
| 18.     | Advance Management Programme               | DP 209 | -               | Y          | Y             |
| 19.     | Managerial Excellence                      | DP 301 | -               | -          | Y             |
| 20.     | Strategic Management                       | DP 210 | -               | Y          | Y             |
| 21.     | Leadership & Organizational Development    | DP 211 | -               | Y          | Y             |
| 22.     | Disciplinary Proceedings/ Domestic Enquiry | DP 106 | Y               | Y          | -             |
| 23.     | MDP for Women Executives                   | DP 002 | Y               | Y          | Y             |
| 24.     | Gender Sensitivity                         | DP 003 | Y               | Y          | Y             |
| 25.     | Systems Process Improvement Training       | RO 101 | Y               | -          | -             |
| 26.     | e-Commerce/ e-procurement                  | EC 101 | Y               | -          | -             |
| 27.     | System Orientation for auditees/ auditors  | RO 102 | Y               | -          | -             |
| 28.     | Employee Involvement / HR Process Training | HR 101 | Y               | -          | -             |
| 29.     | e-Tender& Contract Management              | RO 103 | Y               | Y          | -             |
| 30.     | Systems Development Language Training      | SY 003 | Y               | Y          | Y             |

NB : The above list is illustrative and not exhaustive

**FINAL ASSESSMENT SHEET FOR USE BY THE PERFORMANCE REVIEW COMMITTEE**

| Sl.<br>No. | Name of<br>Appraisee | Section/<br>Dept | Credit Score        | Total           | Primary<br>Credit | Final<br>Grade | Comments<br>Grade | of |
|------------|----------------------|------------------|---------------------|-----------------|-------------------|----------------|-------------------|----|
|            | Chairman             |                  |                     |                 | Score             |                |                   | of |
|            |                      | PRC              |                     |                 |                   |                |                   |    |
|            |                      | Rep.<br>Officer  | Rep.<br>Officer (O) | Rev.<br>Officer |                   |                |                   |    |



(A. GOVT. OF INDIA ENTERPRISE)

PERFORMANCE APPRAISAL

20.....

FOR NON-EXECUTIVES

NAME:  
SHRI/SMT./KUM.

PERSONAL  
NUMBER :

DESIGNATION :

DEPARTMENT :

GRADE :

DATE OF BIRTH:

DATE OF JOINING:

DATE OF ENTRY INTO THE PRESENT  
GRADE :

QUALIFICATION :

TO BE FILLED BY THE PERSONNEL DEPARTMENT

## GUIDELINES TO APPRAISAL WRITING

### 1.0 OBJECTIVES

- (a) To ensure objective assessment of performance and potential.
- (b) To identify areas where further development is necessary.

### 2.0 STAGES OF APPRAISAL

- 2.1 The appraisee will be appraised by the immediate controlling officer who will be the Reporting Officer.
- 2.2 In case of stenographers, where they are attached to more than one executive, the appraisal shall be written by each of the Controlling officers on separate Proforma. All such reports shall be submitted to Higher Authority who will moderate, and write the final report on a separate Proforma.
- 2.3 Higher Authority shall be the Controlling Officer of Reporting Officer.

### 3.0 FORM

- 3.1 The factors for performance assessment have been divided into three groups:-
  - (A) Discipline factors;
  - (B) Job Performance factors;
  - (C) Supervising ability factor;
- 3.2 Part D incorporates assessment of "Integrity" Part E is the "Overall assessment" of the performance of the employee.

### 4.0 WRITING THE APPRAISAL:

- 4.1 Each factor is to be assessed on a 5 point scale. Reporting Officer and Higher Authority should enter the relevant "Factor Score" in the boxes below each factor.
- 4.2 The assessment of Higher Authority shall be taken as the final assessment.
- 4.3 Assessment is to be done for the calendar year, commencing 1<sup>st</sup> January and ending 31<sup>st</sup> December.
- 4.4 An employee having Factor Score of 2 or below in any factor, will be informed of the same. An employee in whole shortcoming/failure is noticed, will informed of the same verbally in the first instance and Action Plan drawn up to improve performance. This should be recorded in a Critical incidents Diary. If there is no improvement, appropriate record may be made in the appraisal.
- 4.5 Appeal against communication of adverse remark ("Factor Score" of 2 or below), shall be attended to expeditiously.

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

#### REPORTING OFFICER

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

#### HIGHER AUTHORITY

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|



Applicable for all employees

**PUNCTUALITY AND ATTENDANCE**

Availability at work place on time:

absenteeism

|                                                                       |                                                                    |                                              |                                                                                                       |                                                                                          |
|-----------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Always available at work place on time. Present on most working days. | Rarely arrives late or leaves early. Present on most working days. | Late sometimes. Quite regular in attendance. | Late on a number of occasions leading to deduction of leave. Frequency absent without prior approval. | Frequently late. Frequently leaves early from work place. Quite irregular in attendance. |
|-----------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**DISCIPLINE**

General behaviour

|                                                      |                                                                           |                                                        |                                              |                                                 |
|------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|-------------------------------------------------|
| Obeys instructions. Highly cooperative Liked by all. | Generally obedient: gets along well with others; co-operates as required. | Difficult to handle, but co-operative when instructed. | Does work when ordered, difficult to handle. | Quarrelsome, argumentative, improper behaviour. |
|------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|-------------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**OUTPUT**

Quantum of output, speed of performance without ignoring procedures

|                            |                                      |                                                |                                                                          |                                                        |
|----------------------------|--------------------------------------|------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------|
| High Output; exceeds norms | Good output, up to date, systematic. | Output fall into arrears, Not very systematic. | Output falls into arrears. Not very systematic. Deviates from procedure. | Output below standard, work in arrears Not Systematic. |
|----------------------------|--------------------------------------|------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

Applicable for all employees

**QUALITY OF WORK**

Accuracy, Innovativeness, Creativity

|                                                                                          |                                                                   |                                                       |                                                           |                                                                             |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------|
| Error-free output. Analytical and progressive. Accepts ideas and is original in approach | Occasional errors in non-routine jobs. Needs overall supervision. | Some errors on routine jobs. Needs close supervision. | Errors frequent on routine jobs. Needs close supervision. | Errors beyond acceptable limits. Requires constant checking and monitoring. |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**DEPENDABILITY/COMMITMENT**  
responsibility

Adherence to time schedule, keenness to accept

|                                                                                                  |                                                                                                               |                                                      |                                                                                                 |                                                                                    |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Can be completely depended upon for non-routine and confidential jobs. Adheres to time schedule. | Can be relied upon for some non-routine work and confidential work. Does not deviate much from time schedule. | Reliable for routine work and for confidential work. | Doubtful reliability, cannot be relied upon for confidential work. Deviates from time schedule. | Unreliable, cannot be entrusted with any confidential work. Shirks responsibility. |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**TEAM SPIRIT**

Coordination and co-operation with colleagues to achieve team objectives

|                                                             |                                                                          |                                                                       |                                                            |                                           |
|-------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------|
| Outstanding team member; open to ideas and can lead a team. | Effective team member, contributes to team effort and aware of own role. | Marginal contribution to team effort. More effective in lone efforts. | Passive team member. Does not co-operate with team effort. | Cannot work in a team. Creates conflicts. |
|-------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

Applicable for all employees excepting Group – D employees

**RECORD KEEPING**

Maintenance of registers/Office records/Log books

|                                                                                                                              |                                                                                       |                                    |                                                                                                   |                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Maintains records scrupulously and in a very orderly manner; good presentation of data. Innovation about record maintenance. | Maintains records in the manner prescribed. Additional information available at call. | Good record keeping and data base. | Record keeping just enough. Not very orderly and supplementary information not readily available. | Record keeping very poor and disorderly. No supplementary data readily available. |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

## PART C

Applicable for all in SL-3 categories and above only

**SUPERVISION OF SUBORDINATES**

Effective control and utilization of subordinates, ensuring discipline, integrating employees into teams &amp; motivating

|                                                                                                        |                                                                                                                   |                                                |                                                                         |                                                                                                          |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Excellent control over and utilization of people. Maintains good discipline, high level of motivation. | Good utilization of people. Is accepted as a supervisor & able to enforce discipline and obtain high performance. | Overall control good. Accepted as supervision. | Exercises control but in an authoritarian manner. Not a good motivator. | Has no control on people. Is not accepted by subordinates and unable to motivate and obtain performance. |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|

**REPORTING OFFICER**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

**HIGHER AUTHORITY**

|   |   |   |   |   |
|---|---|---|---|---|
| 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|

INTEGRITY

PART D

|                   | Above Board | Questionable | Supporting evidence, if questionable |
|-------------------|-------------|--------------|--------------------------------------|
| REPORTING OFFICER |             |              |                                      |
| HIGHER AUTHORITY  |             |              |                                      |

GENERAL ASSESSMENT

PART E

|                                                                            |                   |                  |
|----------------------------------------------------------------------------|-------------------|------------------|
| 5. Very Good<br>Satisfactory<br>4. Good<br>2. Indifferent<br>3.<br>1. Poor | REPORTING OFFICER | HIGHER AUTHORITY |
| Assessment<br>(5.4.3.2 or 1)                                               |                   |                  |
| Signature                                                                  |                   |                  |

Comments, if any:

|                   |
|-------------------|
| REPORTING OFFICER |
| HIGHER AUTHORITY  |



### **PROMOTION POLICY**

| <b>Para</b> | <b>Content</b>                                        |
|-------------|-------------------------------------------------------|
| 1.0         | Introduction                                          |
| 2.0         | Objective                                             |
| 3.0         | Scope                                                 |
| 4.0         | Definitions                                           |
| 5.0         | Clusters of Scales                                    |
| 6.0         | Promotion System                                      |
| 7.0         | Date of Reckoning of Eligibility/Vacancies            |
| 8.0         | Minimum Eligibility Period                            |
| 9.0         | Credit Points for Appraisal Ratings                   |
| 10.0        | Promotion Within a Cluster of Scales of Pay           |
| 11.0        | Promotion Between Clusters of Scales of Pay           |
| 12.0        | Departmental Promotion Committee and its Constitution |
| 13.0        | Provision for Reservations                            |
| 14.0        | Effective Date of Promotion                           |
| 15.0        | Vigilance and Disciplinary Clearance                  |
| 16.0        | Probation and Confirmation                            |
| 17.0        | High Potential Executives                             |
| 18.0        | Provision for Low Performers                          |
| 19.0        | Tenure of the Policy                                  |
| 20.0        | Approving Authority                                   |
| 21.0        | Rules and Procedures                                  |
| 22.0        | Saving Clause                                         |
| 23.0        | Commencement                                          |

## 1.0 INTRODUCTION

- 1.1** Promotion is the elevation of employee to a higher level job in the company with delegation of responsibilities and authority required to perform that higher job, accompanied by better pay, better status, higher responsibilities and opportunities for career progression.
- 1.2** The Company also seeks to sustain high levels of performance from its executives by maintaining a working environment conducive to the efficient and effective functioning of each Executive.

## 2.0 OBJECTIVES:

- 2.1** To integrate growth opportunities of the executives with fulfillment of Company's objectives.
- 2.2** To man executive posts in the Company with competent personnel having growth potential.
- 2.3** To maintain fairness, equity, transparency, objectivity and uniformity in promotions in different Plants/Units of the Company.
- 2.4** To nurture a merit based system to act as a feeder for succession and career planning on sustainable basis.

## 3.0 SCOPE:

The Promotion Policy shall cover all promotions made in Executive Posts (other than promotion from Non-Executive posts to executive posts) and shall apply to all regular Executives, below Board level across the Company.

## 4.0 DEFINITIONS

**Departmental Promotion Committee:** "Departmental Promotion Committee(s)" means the Committee (s) constituted by the Competent Authority for considering promotion of Executives as prescribed in the Rules framed under the Policy.

**PAR:** Performance Appraisal Rating obtained by the Executives during a particular Appraisal year.

**Appraisal Year:** Appraisal year means 12 months from 1st April to 31st March.

**Cumulative Credit Points (CCP):** Cumulative Credit Points are sum of all the credit points in all completed years as per qualifying period.

## 5.0 CLUSTERS OF SCALES

For the purpose of promotion and career planning of executives, scales of pay will be grouped into following clusters (**company may change the clusters according to need**):

| Cluster | Grade      |
|---------|------------|
| I       | E-1 to E-3 |
| II      | E-4 to E-5 |
| III     | E-6        |
| IV      | E-7        |
| V       | E-8        |

**Note:** Promotion policy for promotion to E-0 defined under 'Policy for Promotion From Non-Executive To Executive Cadre, 2016'.

## 6.0 PROMOTION SYSTEM

There will be two systems of promotions within the Executive positions:

- 6.1 Promotion within clusters** of scales of pay will be based on performance (evaluated through PMS), experience (in the current grade or at site office(s) or both) and qualification. It will not be based on vacancy and there will be no interview.
- 6.2 Promotions between clusters of scale of pay.** Promotion will be vacancy based or based on the requirement of the Company. It will also be based on Performance (evaluated through PMS), experience (in the current grade place of posting, qualification and performance as assessed by selection committee which may hold personal interviews/conduct Potential Assessment.

**Note:**

- The executive shall be eligible to be considered in the 'zone of consideration' provided he/she has attended training in the last two years.
- However, the provision for mandatory training for promotion shall be taken into account; excluding cases where employees are not trained due to administrative reasons shall be exempted.

**7.0 DATE OF RECKONING OF ELIGIBILITY/VACANCIES:**

Eligibility/Vacancies shall be reckoned as on 31st December every year (excluding E8 grade) or any other date suitable to the company. For E8 grade, date of reckoning of vacancies/eligibility will be as and when it arises.

In case of vacancies under lien, the same can be filled through promotion/recruitment. In case of return of the incumbent, the same will be adjusted against future vacancies arising in relevant cadre.

**8.0 MINIMUM ELIGIBILITY PERIOD**

**8.1** Minimum eligibility period for consideration for promotion to next higher grade shall be kept as under:

| Grade    | Length of Service |
|----------|-------------------|
| E1 to E2 | 3                 |
| E2 to E3 | 3                 |
| E3 to E4 | 3                 |
| E4 to E5 | 3                 |
| E5 to E6 | 4                 |
| E6 to E7 | 4                 |
| E7 to E8 | 4                 |

**8.2** The minimum eligibility period, in case of Management Trainees/ Lateral entrants (qualified Professionals) may be relaxed by maximum 3 months.

**8.3** An executive who foregoes his/her promotion in a particular year shall not be considered for promotion in the next one promotion cycle.

**8.4** For Fast Track promotions, in case of High Potential Executives as defined in this policy with outstanding record, the eligibility period shall be reduced by one year. Depending upon the need, Company shall decide on the level from which fast track promotions can be considered, from E6 & above grades. The Fast Track Promotions will be given only maximum of two times in the entire career. Fast Track Promotion will not be more than 10% of the total promotions in the grade/company.

**8.5** For considering Fast Track Promotions, if required output from multiple assessment tools like Managerial Competency Framework, as per the Training and Competency Development Policy and rules, should be made available to the Interview Committee / Department Promotion Committee.

**9.0 CREDIT POINTS FOR APPRAISAL RATINGS**

**9.1** The ratings of the Annual PAR provide categorisation of Executives in terms of different levels of performance. To link performance appraisal ratings with the promotion policy, the following credit points shall be adopted:

| Rating          | Symbol             | Credit Points |
|-----------------|--------------------|---------------|
| Outstanding     | O                  | 50 points     |
| Very Good       | A                  | 40 points     |
| Good            | B                  | 30 points     |
| Satisfactory    | C                  | 15 points     |
| Barely Adequate | D (non-promotable) | 05 points     |

**9.2** Average Credit Points (ACP): Average Credit Points (ACP) will be the average of the last 3/4 years APRs based on the minimum qualifying service to become eligible for promotion.

**9.3** Special Weightage: Depending upon the need of the organization, weightage will be given for following:

- Qualification
- Length of Service in existing grade
- Overall Experience

**10.0 PROMOTION WITHIN A CLUSTER OF SCALES OF PAY:**

**10.1** Promotion within a cluster shall be linked to performance as reflected in the performance appraisal report.

**10.2** The promotion shall be given on attaining certain Cumulative Credit Point (CCP).

- 10.3** For promotion of Executives who have completed their respective qualifying period of service in their grade, shall be subject to acquiring the following minimum CCP in their completed years of service in the grade.

| Length of service in the existing grade | Minimum Cumulative Credit Points. |
|-----------------------------------------|-----------------------------------|
| 3 years                                 | 120                               |
| 4 years                                 | 140                               |
| 5 years                                 | 160                               |

Beyond 6<sup>th</sup> year of completion of service, at any point, CCP of last 5 years shall be considered.

#### **11.0 PROMOTION BETWEEN CLUSTERS OF SCALES OF PAY**

- 11.1** Between clusters promotion will depend on availability of vacancies in next higher cluster.
- 11.2** Promotion will be based on total points earned by an executive on basis of the following factors:

| S. No.       | Evaluation criteria                                                                                                                    | Max. Marks |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------|------------|
| a)           | ACP                                                                                                                                    | 50         |
| b)           | Interview/ Potential Assessment                                                                                                        | 15         |
| c)           | Other factors like Qualification, Length of service in existing grade, Field Experience etc. as defined in the rules under the policy. | 35         |
| <b>Total</b> |                                                                                                                                        | <b>100</b> |

- 11.3** The Departmental Promotion Committee will assess the marks based on performance in interview.

#### **12.0 DEPARTMENTAL PROMOTION COMMITTEE AND ITS CONSTITUTION**

The DPCs shall be constituted and approved by CMD. DPE / MoS guidelines issued from time to time with regard to constitution of DPC shall be adhered to. The composition and functions of the DPCs for promotion will continue as per the existing rules of promotion in the company.

#### **13.0 PROVISION FOR RESERVATIONS**

Reservations/relaxations will be as per Presidential Directives issued from time to time as and when applicable.

#### **14.0 EFFECTIVE DATE OF PROMOTION:**

- 14.1** Effective date of promotion upto Additional General Manager (E-7) shall be 31st December of the respective year.
- 14.2** The effective date of promotion/redesignation (as the case may be) in respect of General Manager and Chief General Manager (E-8) will be from the date of issue of Promotion Order.
- 14.3** Date of receiving monetary benefit on promotion shall be from the date of assuming charge of the promoted post. However, the pay in the promoted scale shall be fixed notionally from the effective date of promotion.

#### **15.0 VIGILANCE AND DISCIPLINARY CLEARANCE:**

- 15.1** Vigilance and Disciplinary Clearances shall be obtained before holding DPC. Executives shall be considered for promotion subject to fulfilling the eligibility criteria and as recommended by the DPC, provided there is no Disciplinary/Vigilance case(s) pending or contemplated and vacancy is available, wherever applicable.
- 15.2** In case, any Vigilance case or Disciplinary case is pending or contemplated against an Executive, the system of "sealed cover procedure" would be followed in terms of



DoPT's OM No.22011/4/91-Estt (A) dated 14.09.1992 as clarified/amended from time to time.

#### **16.0 PROBATION AND CONFIRMATION:**

- 16.1** Probationary period for Executives on promotion to next higher grade shall be Six months/ One year from the date of promotion as per the exiting practice.
- 16.2** The confirmation of probation will be issued, based on receipt of a satisfactory report of performance during the probationary period/extended probationary period from the concerned authority.
- 16.3** Unless confirmed in writing, the employee shall be considered as probationary even after expiry of the initial as well as extended probation period.

#### **17.0 HIGH POTENTIAL EXECUTIVES:**

- 17.1** Depending on the need of the Company, in order to have a pool of Competent Executives to man senior positions, executives of different grades, as decided by the Company, shall be considered for preparing list of High Potential Executives based on their cumulative credit points in current year and previous two years with a minimum score 140 i.e. with at least two 'O' ratings and one 'A' rating as per the PMS. They will be considered for Fast Track Promotion as mentioned at clause 8.0 of this Policy.
- 17.2** In the month of December every year, this list shall be updated by Personnel Department and at least 10% of executives of this Group shall be rotated and special assignment will be given to them based on applicability and discretion of the Management. Special Training and Development Plan shall be prepared for such executives, in consultation with Head of concerned Department/Section/Unit, to suit the specific requirement and to enhance their potential.
- 17.3** Executives who do not secure at least two 'O' ratings and one 'A' rating for the current year and previous two years shall be removed from the list.

#### **18.0 PROVISION FOR LOW PERFORMERS:**

- 18.1** Organization shall prepare and communicate improvement plan and impart suitable training to improve performance of the identified Low Performers.
- 18.2** Option of Job rotation shall also be explored for improving performance of Low Performer.

#### **19.0 TENURE OF THE POLICY**

The Promotion Policy and its rules shall be reviewed after 5 years from the date of its implementation, to assess its efficacy in meeting its objectives, and making suitable changes, if required in order to bring in systemic improvements.

#### **20.0 APPROVING AUTHORITY**

Approving authority for the Policy shall be the Board of Directors of the Company as per DOP.

#### **21.0 RULES AND PROCEDURES**

- 21.1** CMD shall be authorized to frame and issue rules & procedures under this policy.
- 21.2** HOD(P&A) shall be empowered to issue executive instructions as & when required to execute the Policy within its framework, and issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.
- 21.3** CMD shall be empowered to relax any of the provisions of the Policy/Rules in deserving and exceptional cases, with reasons to be recorded in writing and subsequently to be ratified later by the Board.

#### **22.0 SAVING CLAUSE**

The company reserves the right to amend, modify, cancel or withdraw the policy at any time without notice.

#### **23.0 COMMENCEMENT**

This policy shall take effect from the date of circulation of the policy pursuant to approval of the Board. Further, the revised eligibility criteria owing to the adoption of the policy shall take effect from the date of promotion subsequent to adoption of the policy i.e., 12<sup>th</sup> November 2021.

\*\*\*\*\*



## **RULES FOR PROMOTION FRAMED UNDER THE PROMOTION POLICY FOR EXECUTIVES**

### **1.0 OBJECTIVES**

- 1.1 To provide mechanism for determining the suitability of executives for promotion on a standard pattern and in an objective manner.
- 1.2 To prescribe rules for implementation of the Promotion policy of Executives.
- 1.3 To maintain fairness, equity, transparency, objectivity and uniformity in promotion in different plants/units of the Company.
- 1.4 To nurture a merit-based system to act as a feeder for succession and career planning on sustainable basis also to integrate growth opportunities of Executives with fulfilment of Companies objective.

### **2.0 SCOPE:**

- 2.1 The Promotion Policy shall cover promotion made in regular below Board level Executive posts (other than promotion from non-executive post to executive post).

### **3.0 DEFINITIONS**

- 3.1 **Board:** means the Board of Directors of MSTC Limited and includes, in relation to the execution of the powers, a Committee of the Board/Management or any officer of the Company to whom the Board delegates any of its powers.
- 3.2 **Competent Authority:** means authority to whom the power has been delegated.
- 3.3 **Company:** means the MSTC Limited.
- 3.4 **Rules:** means the Promotion Rules for below Board level Executive - 2022 framed under the policy.
- 3.5 **Scale of pay:** means an approved executive pay scale in force in the Company from time to time, held by an Executive substantively.
- 3.6 **Consequential vacancy:** Vacancies arising out of separation & promotion of executives in a given grade.

### **4.0 CLUSTERS**

- 4.1 For the purpose of promotion and career planning of executives, scales of pay are grouped into following Clusters (Company may change the clusters according to need) as approved by the Board of Directors.

| Cluster | Grade      |
|---------|------------|
| I       | E-1 to E-3 |
| II      | E-4 to E-5 |
| III     | E-6        |
| IV      | E-7        |
| V       | E-8        |

### **5.0 LINE OF PROMOTION (LOP)**

- 5.1 There are three cadres in the Company and line of promotions:
  - 5.1.1 General Cadre
  - 5.1.2 Finance Cadre
  - 5.1.3 Company Secretary Cadre
- 5.2 Promotions shall be from one post to higher post within the above line of promotion.
- 5.3 **BROADENING LINES OF PROMOTION:** Company reserves the right to delink vacancies from traditional lines of promotion and fill them up on inter disciplinary basis by promotion, transfers, or through voluntary option, as deemed fit in rare cases and for the benefit of the

Company. Such delinking should be approved by the CMD for promotion to the concerned post.

- 5.4 The Company reserves the right to change the cadre of executives with the consent of the concerned executive, in rare cases, for the benefit of the Company and with the approval of the CMD.

## **6.0 DETERMINATION OF REGULAR VACANCIES**

- 6.1 Vacancies including consequential vacancies shall be reckoned as on 31<sup>st</sup> December every year (excluding E8 grade) or any other suitable date. For E8 grade, date of reckoning of vacancies/eligibility will be as and when it arises.
- 6.2 In case of long-term vacancies against lien/deputation, which is likely to exist at least for 90 days, the same may be filled through promotion/recruitment on ad-hoc basis as approved by CMD. In case, the incumbent against which vacancy exists returns back, the same may be adjusted against the future vacancies arising in relevant cadre.
- 6.3 Depending on the need of the company, vacancies cadre-wise in each grade may be changed and operated, within the overall sanctioned strength as deemed fit in the interest of the Company with the approval of the CMD.

## **7.0 DATES OF PROMOTION:**

- 7.1 All promotions within and between clusters up to the post of Additional General Manager (E7) will be affected with effect from 31<sup>st</sup> December every year.
- 7.2 The effective date of promotion/ re-designation (as the case may be) in respect of General Manager(E-8) and Chief General Manager(E-8) will be from the date of issue of Promotion order.
- 7.3 In case of promotion, the monetary benefit shall be affected from the date of assuming the charge on the promoted post. However, the pay in the promoted scale shall be fixed notionally from the effective date of promotion.

## **8.0 MINIMUM ELIGIBILITY PERIOD:**

- 8.1 Minimum eligibility period for consideration for promotion to next higher grade shall be kept as under:

| <b>Grade</b> | <b>Length of Service</b> |
|--------------|--------------------------|
| E1 to E2     | 3                        |
| E2 to E3     | 3                        |
| E3 to E4     | 3                        |
| E4 to E5     | 3                        |
| E5 to E6     | 4                        |
| E6 to E7     | 4                        |
| E7 to E8     | 4                        |

- 8.2 Eligibility shall be reckoned as on 31<sup>st</sup> December every year (excluding E8 grade). For E8 grade, date of reckoning of eligibility will be as and when it arises.
- 8.3 The minimum eligibility period, in case of Management Trainees/ Lateral entrants (qualified Professionals) may be relaxed by maximum 3 months to fill up regular vacancies with the approval of the CMD.
- 8.4 An executive who foregoes his/her promotion in a particular year shall not be considered for promotion in the next one promotion cycle.
- 8.5 Eligibility period for higher performers and for Fast Track promotions shall be dealt with as per rules para 14.2 mentioned hereinafter.
- 8.6 The Company based on its requirement shall fill available vacancies in the post of Chief General Manager(E-8) from executives who have completed minimum 2 years in the post of General Manager.

## **9.0 PERFORMANCE:**

9.1 Performance of an Executive will be assessed based on APAR in accordance with the credit points specified in para 9 of the approved Promotion Policy by the Board of Directors of MSTC.

9.2 The ratings of the Annual PAR provide categorization of Executives in terms of different levels of performance. To link performance appraisal ratings with the promotion policy, the following credit points shall be as under:

| Rating       | Symbol | Credit Points |
|--------------|--------|---------------|
| Outstanding  | O      | 50 points     |
| Very Good    | A      | 40 points     |
| Good         | B      | 30 points     |
| Satisfactory | C      | 15 points     |

9.3 Executives in category D as per EPMS Policy and rules, declared as non-promotable, will be considered unpromotable for the ensuing one year following the year of the appraisal concerned.

#### 9.4 Prorating of Credit Points:

9.4.1 For the purpose of these rules, the credit points shall be calculated as under: -

- Cumulative Credit points (CCP) - for promotions within clusters the CCP shall be calculated by adding the credit points corresponding to the final grade(s) earned on the basis of the available appraisal reports for the preceding minimum number of years as stipulated in rule para 8.1.
- Average Credit point (ACP) - for promotions between clusters, the ACP shall be calculated by taking an average of the credit points earned on the basis of the available appraisal reports for the preceding minimum number of years as stipulated in rule para 8.1.

9.4.2 In case the period for which an Appraisal Report is written is for less than nine months, then also full credit points will be given, and the period will be treated as a report for one complete year. Similarly, if the executive joins at any time in the year after June, he will also be given full credit points irrespective of the month of joining.

9.4.3 No separate appraisal report shall be written for a period of less than three months as per executive performance appraisal policy and rules applicable for the given year.

9.4.4 If an executive has only one appraisal report covering service in two scales of pay, then the credit points of such final grade will be considered as the Credit point earned for the entire year.  
(Circular no. P&T/01/17/2020/82 dated 06-May-2023)

## 10.0 QUALIFICATION

10.1 The minimum qualification for entry into the executive cadre shall be as per the extant rules at that point of time.

## 11.0 PROMOTION SYSTEM

11.1 There will be two systems of promotion within the executive cadre in the Company as specified in Policy Paras 6.0, 10.0 and 11.0.

### 11.1.1 Promotion Within Clusters (E-1 To E-2, E-2 To E-3 And E-4 To E-5)

- Within a cluster of scales of pay, promotion shall be considered based on performance as reflected in the Performance Appraisal Reports and without any link to vacancies and there will be no interview.
- Promotion from one scale of pay to another in the same cluster will be considered subject to completion of their qualifying period of service in their grade and acquiring the following minimum Cumulative Credit Points in their completed year of service in the grade as given below:

| Length of service in the existing grade | Minimum Cumulative Credit Points. |
|-----------------------------------------|-----------------------------------|
| 3 years                                 | 120                               |
| 4 years                                 | 140                               |
| 5 years                                 | 160                               |

*Beyond 6<sup>th</sup> year of completion of service, at any point, CCP of last 5 years shall be considered.*

- c) Executives in E-1, E-2 and E4 scale will be considered for promotion to E-2, E-3 and E-5 scales, respectively, on the next available date of promotion, based on acquiring stipulated cumulative credit points as applicable according to 11.1.1(b) above and subject to the fulfilment of Mandatory training at rules para 11.2 below.

#### 11.1.2 Promotion Between Clusters (E-3 To E-4, E-5 To E-6, E-6 To E-7 and E-7 To E-8)

- a) Promotions between clusters of scale of pay will be vacancy based in the same Line of Promotion and will be subject to the fulfilment of Mandatory training at rules para 11.2 below. It will also be based on Performance (evaluated through PMS), experience (in the current grade, field experience, qualification and performance as assessed by Departmental Promotion Committee which will hold personal interviews.

#### 11.2 Training Parameter:

An executive shall be eligible to be considered in the zone of consideration both within and between clusters, provided he/she has attended training in the last two years as stipulated in the training and competency development rule para 13. However, the provision for mandatory training for the purpose of promotion in cases where Employee are not trained due to administrative reasons/ have not been nominated shall be exempted.

### 12.0 METHODOLOGY FOR PROMOTION

#### 12.1 For Promotion Within Clusters

12.1.1 For calculation of credit points for promotion within the clusters, only the appraisal reports for the immediately preceding number of years as specified in these rules will be taken into account.

12.1.2 The Cumulative credit points earned on the basis of Appraisal Reports as per rule 9.4.1(a).

12.1.3 On the basis of the Cumulative credit points obtained in the last number of years by the executives, the final select list in descending order shall be drawn and placed before the DPC. Based on the same, promotions will be made from this list in order of merit subject to clearance from administrative/disciplinary/vigilance angle and provisions therefor.

#### 12.2 For Promotion Between Clusters:

12.2.1 Eligible executives in a given line of promotion will be assessed in respect of their comparative performance on the basis of factors specified in Policy Para 11 as follows:

| Factors      |                                               | Maximum attainable Points |
|--------------|-----------------------------------------------|---------------------------|
| 1            | Average Credit Point (ACP)                    | 50                        |
| 2            | Qualification                                 | 17                        |
| 3            | Length of service in the current scale of pay | 12                        |
| 4            | Field Experience/ potential assessment        | 6                         |
| 5            | Interview                                     | 15                        |
| <b>Total</b> |                                               | <b>100</b>                |

##### a) Average Credit Point (ACP):

ACP will be calculated as per Promotion Policy Para 9.0 and rule para 9.4.1(b) above.

Example

If an executive enters the scale in December 2018 and earns 'A', 'B' and 'B' ratings in the appraisal reports of 2018-19, 2019-20 and 2020-21, then his ACP will be 40 (total points for 'A' rating) + 30 (total points for 'B' rating) + 30 (total points for 'B' rating) divided by three i.e.  $(40+30+30) \div 3=33.33$ .

- b) **Qualification Points:** Points for qualifications will be awarded for different levels as prescribed in Annexure-I, subject to provisions at rule para 10.0.
- c) **Length of service:** Length of service in a scale of pay will be reckoned from the date an executive enters in the scale. Points earned on the basis of length of service in the scale will be calculated at the rate of one point for every six months of service in the scale or 2 points for every completed year of service in the scale up to a maximum of 10 points.
- d) **Field Experience/ potential assessment (FE&PA):** A Potential assessment Committee as constituted by the CMD for all relevant grades, will consider the field experience and potential of the executives falling under the Zone of Consideration for making an assessment. For the assessment, the committee shall consider the variety and depth of experience of the candidate along with his/her potential in terms of degree of self-motivation, adaptability, risk approach, competitiveness, team building, mentoring, etc. based on their entire service in the Company so far. The Committee will also consider the relevant remarks in the APAR while giving credit points for potential assessment and maximum marks accorded on the said component shall be 6(six).

The Committee shall record their assessment in prescribed format at Annexure IIA and submit the same to the HR department. The assessment of the committee shall be final and binding. The assessment shall be included in the Pre-interview score placed before DPC.

#### 12.2.2 Zone of Consideration (ZoC)

- a) The pre-interview merit list based on total points on the above three parameters ACP, Qualification and Length of Service earned by eligible executives in the grade in descending order and subject to condition of training as per rules para 11.2, shall be arranged in descending order in each cadre. Out of that, those executives who have a difference of 21 points compared to the reference point executive corresponding to the number of vacancies available to be filled will be called for interview. For instance, if there is only one vacancy, those executives who have a difference of 15 points compared to the first executive on the list of executives under consideration will be called for interview. If there are two vacancies, all the executives with a point difference of 21 points from the second executive in the list of executives under consideration will be called for interview and so on.
- b) In case, there is more than one executive with the same merit point and one of them falls within the zone of consideration, all of them will be called for interview.

#### 12.2.3 Interview (For promotion from E-3 to E-4, E-6 to E-7 and E-7 to E-8 grades):

- a) The assessment during interview shall be for 15 marks for each candidate.
- b) Interviews will be conducted by duly constituted Department Promotion Committee.
- c) The pre-interview total of points obtained in Average Credit Point (ACP), Qualification and Length of service in the current scale of pay shall be added to the Field Experience & Potential Assessment marks obtained, which shall be further added to the assessment during the interview to compute total merit. However, the merit list shall be subject to the suitability of the executive as per recommendation of the DPC.

#### 12.2.4 Select List

- a) On the basis of the total marks obtained on performance, qualifications, length of service in the scale and interviews by DPC the final select list will be drawn up in descending order and promotions will be made from this list in order of merit based on DPC comments on suitability for promotion, subject to clearance from disciplinary/Vigilance angle. In case of tie in the

final merit points, the executive with higher ACP will be given the promotion first. If there is a tie even at this stage, the executive who entered the scale earlier will be promoted first. In case of tie here, date of joining the Company will be taken into account.

- b) There will be no panel for the interviews as the merit list would undergo changes with availability of the new appraisal ratings after April.
- c) In case of promotion from E7 to E8 grade, the recommendation of the DPC along with the papers shall be placed before the Nomination and Remuneration Committee (NRC) & Board for their approval.

### **12.3 COMPOSITION OF DEPARTMENTAL PROMOTION COMMITTEE (DPC)**

12.3.1 The Departmental Promotion Committee panel shall be constituted as under and shall be approved by CMD for promotions up to the level of Addl. GM(E7):

- a) All members of the Committee are to be at least one level above the post in which promotion is to be made.
- b) Members of the DPC should have technical/ functional competence to advise on the suitability of the candidates under consideration, as deemed necessary.
- c) Further any category of officers' mandatory as per Government of India guidelines for this purpose should be included in DPC.

12.3.2 The Interview Committee for promotion of executives from E-7 to E-8 and redesignation in E-8 scale from GM to CGM and will consist of:

1. CMD
2. Director (Commercial)
3. Director (Finance)
4. External representative above the rank of E-8 for expertise will be decided by CMD.

12.3.3 The model assessment form at Annexure IIB shall be drawn as per 12.2.3 and placed before the concerned DPC for further evaluation during interview marks.

### **12.4 Procedure For Evaluation By DPC**

12.4.1 The list of all eligible executives under Zone of Consideration as defined at rule para 12.2.4 above along with the appraisal records and documents in respect of such executives as mentioned below shall be placed before a Departmental Promotion Committee constituted as specified in Rule 12.3.

- a) Appraisal Reports for the years as specified
- b) Vigilance Clearance and Administrative report
- c) Merit list of Cumulative Credit Points/pre-interview mark-sheet as prescribed in the rules
- d) Bio-data of the officers giving main areas of experience
- e) Status regarding debarring from promotions, if any, etc.
- f) Training details as per rule para 11.2.
- g) Any other relevant records

12.4.2 **Role of Departmental Promotion Committee:**

- a) The DPC shall assess all eligible executives based on the criteria mentioned in these rules and recommend for promotions, subject to clearance from the Vigilance angle/ administrative and Rules for promotion.

12.4.3 Pursuant to recommendation of DPC, clearance from the Vigilance Angle shall be obtained for placing the same for due approval of the Competent authority before issuance of promotion order.

### **13.0 RULES FOR SELECTION FOR RE-DESIGNATION AS CHIEF GENERAL MANAGER**

- 13.1 The Company based on its requirement shall fill available vacancies in the post of Chief General Manager(E-8) from executives who have completed minimum 2 years in the post of General Manager(E-8).
- 13.2 The rules for re-designation from GM to CGM are as under: -
  - 13.2.1 Re-designation would be subject to availability of vacancy in the post of Chief General Manager(E-8) in the cadre.
  - 13.2.2 The Interview Committee for evaluating executives for re-designation shall have the same structure as that of DPC for E-7 to E-8.
  - 13.2.3 The details of the eligible executives in the feeder grade shall be placed before the Interview Committee and the executives shall be called for a formal discussion with the Departmental Promotion Committee. Based on the qualifications, past performance and achievements, leadership quality etc. and the discussion, the Interview Committee constituted for this purpose shall make its recommendation to the Board. Such recommendation shall be placed before the NRC and Board for their approval.

#### **14.0 CAREER PLANNING**

- 14.1 Career planning for groups of executives will be undertaken as provided under Promotion Policy Para 17 and 18.

#### **14.2 HIGH POTENTIAL EXECUTIVES:**

- 14.2.1 Depending on the need of the Company, in order to have a pool of Competent Executives to man senior positions, executives of different grades, as decided by the Company, shall be considered for preparing list of High Potential Executives based on their cumulative credit points in current year and previous two years with a minimum score 140 i.e., with at least two 'O' ratings and one 'A' rating as per the PMS. They will be considered for Fast Track Promotion as mentioned at clause 8.0 of the Policy.
- 14.2.2 In the month of December every year, this list shall be updated by Personnel Department and at least 10% of executives of this Group shall be rotated and special assignment will be given to them based on applicability and discretion of the Management. Special Training and Development Plan shall be prepared for such executives, in consultation with Head of concerned Department/ Section/ Unit, to suit the specific requirement and to enhance their potential.
- 14.2.3 Executives who do not secure at least two 'O' ratings and one 'A' rating for the current year and previous two years shall be removed from the list.
- 14.2.4 **Fast Track Promotion:**
  - a) In case of High Potential Executives in E6 & above grades, as defined above with outstanding record, the eligibility period can be reduced by one year.
  - b) The Fast Track Promotions will be given only maximum of two times in the entire career of an executive. Fast Track Promotion will not be more than 10% of the total promotions in the grade/company.
  - c) For considering Fast Track Promotions, if required output from multiple assessment tools like Managerial Competency Framework as per the Training and Competency Development Policy and rules, should be made available to the Interview Committee / Department Promotion Committee.
- 14.2.5 **Job Rotation for Executives with High Potential**
  - a) Executives with high potential amongst such high performers shall be identified and rotated between Sections/Departments/Regions for structured enrichment and overall development as potential leader.
  - b) The list of executives with high potential will be reviewed by a committee, constituted with Directors and CMD, for such rotation and may be transferred with promotion or may be parallelly rotated between Sections/Departments/Regions.
- 14.2.6 **Training for Executives with High Potential**

The Personnel/Training Departments will do the training need analysis as identified under the appraisal system and accordingly draw suitable training plans on yearly basis, in respect of such High Potential executives.



**15.0 EXECUTIVES WITH LOW PERFORMANCE**

List of all executives who have secured C or D over the last three years, or four years as the case may be will be identified as Low Performers. The organization shall prepare and communicate improvement Plan and communicate improvement plan and impart suitable training to improve performance of the identified Low Performers. Option of job rotation shall also be explored for improving performance of low performer.

**15.1 JOB ROTATION FOR EXECUTIVES WITH LOW PERFORMANCE**

The list of executives will be reviewed by a committee constituted by CMD for rotation. This Committee will be responsible for rotating these executives to Section/Department/Region which may suit their aptitude better and thus result in improvement of their performance.

**15.2 TRAINING FOR EXECUTIVES WITH LOW PERFORMANCE**

The list shall also be shared with the respective TAC for organising suitable training programmes related to the training needs identified for these executives under the appraisal system and in the Annual Training Requirement.

**16.0 PROBATION AND EXTENSION OF PROBATION PERIOD****16.1 Period of Probation:**

- 16.1.1 The probation period of executives promoted within clusters and between clusters will be six months and will be reckoned from the date of assumption of charge of the post in the higher scale of pay.
- 16.1.2 The period of probation shall be reckoned from the date on which the executive assumes charge of the post.

**16.2 Assessment of Performance**

- 16.2.1 The performance and conduct of an executive on probation shall be watched carefully and continuously.
- 16.2.2 Where it is found that a probationer is not making satisfactory progress or shows himself to be inadequate for the post in any way, the shortcomings shall be brought to his notice during the probationary period itself to enable him to make special efforts at self-improvement.
- 16.2.3 A Probationary report in the prescribed form (Annexure – III) shall be prepared on the work and conduct of the executive during the period of probation by the Reporting and Reviewing officer.

**16.3 Confirmation**

- 16.3.1 Confirmation shall be based on the satisfactory report of performance as per the assessment of Reporting and Reviewing Officer in the prescribed proforma mentioned in para 16.2.3 above.
- 16.3.2 The prescribed procedure as per Annexure – V shall be followed in cases pending enquiry/disciplinary proceedings in case of confirmation to a post.
- 16.3.3 If after complying with the requirements of para 16.3.2, confirmation is done, it shall be retrospective from the date the confirmation was due.
- 16.3.4 An executive shall not be treated to be confirmed until the order of confirmation is issued after the expiry of initial/extended period of probation.

**16.4 Extension Of Probationary Period**

- 16.4.1 The period of probation may be extended, if work and conduct during the period of probation have not been satisfactory, based on report mentioned in para 16.2.3.
- 16.4.2 Probation may be extended not more than once by a period not exceeding the initial probationary period. This shall not apply to cases referred to in paras 16.3.2.
- 16.4.3 The executive will not be regarded as having been confirmed, unless an order of confirmation is issued to him in writing.
- 16.4.4 In case the Appointing Authority thinks it fit, it may extend the period of probation of an executive by a specified period but the total period of probation should not exceed double the normal period.
- 16.4.5 The executive should also be counselled regarding inadequacies/ deficiencies observed in his performance and conduct, to enable him to improve during the

period of extended probation. At the end of the stipulated or extended period of probation, if an executive is not confirmed, he may be informed of the position in writing.

16.4.6 If the performance of the executive is not found to be satisfactory, even during the extended period of probation, he shall be reverted to the grade from which he was promoted.

16.4.7 An Executive reverted during the period of probation or at the end of period of probation shall not be entitled to any compensation.

**16.4.8 Leave/ Training during Probation Period:**

- If during the period of probation of six months, an executive remains on leave for more than three months or if he is deputed for training by the Company for more than three months within the probation period, his probation period as may be considered necessary be extended to the extent of his leave/training period.
- However, the absence on account of leave or training is three months or less, then the same may be ignored and the confirmation may be decided keeping in view the performance of the employee during the remaining period.

**16.5 Drawl Of Increment**

16.5.1 Increment shall be granted to an executive on probation only on the satisfactory completion of the period of probation but the monetary benefit in respect thereof shall be admissible with effect from the normal date of his increment.

16.5.2 In the event of the probation period being extended, the executive shall not earn the normal increment either during the original probation period or during the extended period, and his date of increment shall be postponed by the period for which probation is extended. If he is confirmed in the scale on satisfactory completion of the extended period of probation, he shall draw his increment from the date of completion of extended period of probation.

**16.6 Procedure**

16.6.1 The Personnel Department shall process the case within the stipulated time, obtain the necessary reports prescribed herein, and process the case to the competent authority in a timely manner.

16.7 Annual Increment during Probation shall be as per Annual Increment Rules in the Personnel Manual as defined from time to time.

**17.0 SPECIAL PROVISIONS FOR DEALING WITH PROMOTION OF EXECUTIVES**

**17.1 Transfer:**

17.1.1 **Transfer:** If an executive is transferred to another Section/Department/Region and refuses to accept the orders, he will not be considered for promotion for a period of one year if he is already eligible for promotion. This will be without prejudice to any disciplinary action that may be undertaken as per CDA rules.

17.1.2 **Transfer on promotion:** If any executive is promoted and transferred to another Section/Department/Region and refuses to accept the orders, his/her promotion order will stand cancelled forthwith, and he/she will not be considered for promotion for one year from the date of the promotion order. He/ she shall be considered in the next cycle of promotion, provided he/she submits an undertaking to the effect that in the event of being considered for promotion after a period of one year he/she is prepared to move from one section/ department/ Region/ Branch to another, prior to being considered for promotion. For this purpose, the P&A department shall obtain the undertaking from such employee.

17.1.3 A period of maximum 21 calendar days (including joining and travel time) will be given to an executive to join his new place of posting on transfer. This may be relaxed with the approval CMD. If the executive does not assume charge of the higher post within time specified above, his promotion order will stand

cancelled and he will be treated at par with executives refusing to accept transfer as under rule para 17.1.2.

- 17.2 Promotion of executives on deputation:** The names of the officers who are on deputation as per the Company's deputation Policy, should also be included in the list submitted to the DPC for consideration for promotion in case they come within the zone of consideration for promotion and fulfil the prescribed eligibility conditions. In such case, the period of service rendered by an executive on deputation, should be treated as comparable service in his parent organisation for the purpose of promotion.
- 17.3 Technical Resignation:** It may so happen that some executives may be relieved on technical resignation outside their cadre/ organisation, on their own volition, by applying in response to an advertisement, to a tenured post with lien to their substantive post.
- 17.3.1 In such cases, on technical resignation, seniority in the post held by the executive on substantive basis continues to be protected. However, in case of the executive deciding to re-join his substantive post, the period spent in another organisation which he had joined after submitting his technical resignation will not count for minimum qualifying service for promotion in the higher post.
- 17.3.2 On reversion to the Company within the period of lien, such executive shall join the substantive post in which lien had been granted. Further he should be considered in the normal course along with other eligible officers when the next DPC is convened, provided his meeting the minimum eligibility criteria taking the total period spent in the grade in the company.
- 17.3.3 Further in such cases the available ACRs for the number of years as stipulated in the rules hereunder, shall be taken for determination of the zone of consideration and pre-interview score.
- 17.4 Executives proceeding on sabbatical:** Executives may proceed on sabbatical as per the sabbatical policy of the Company. During the period of sabbatical, the executive shall not be considered for promotion and shall not be eligible to participate in any promotion exercises during the Sabbatical Leave period, even if otherwise eligible. For executives opting for sabbatical duly sanctioned by Competent Authority, the executive on joining back from sabbatical should be considered for promotion in normal course along with other eligible officers when the next DPC is convened, provided his meeting the minimum eligibility criteria taking the total period spent in the grade in the company and as per point 17.3.3 above.
- 17.5 Promotion of Executives on Study Leave**
- 17.5.1 If an executive has earned at least a full years' appraisal or more in the feeder grade before proceeding on study leave, and becomes eligible for promotion in his absence, his CCP/ ACP, as the case may be, will be calculated on the basis of available appraisals in the scale by extrapolation for the period of absence.
- 17.5.2 In case no appraisal rating is available in the scale before the executive proceeds on study leave, then for promotion within and between cluster, a special report will be written for him in the prescribed format at Annexure IV for a period of six months immediately on his return, on the basis of six months performance in the scale. This will then be extrapolated for the period of absence for the purpose of calculation of ACP/CCP.
- 17.5.3 For Promotion between Cluster, if the interview is conducted in absence of an eligible an executive who is on study leave, he should be called for interview on his return. On the basis of his final merit points and recommendation made by the DPC, he will be given promotion with the notional seniority as per the rules for which the DPC had been conducted. However, inter-se seniority in the grade will be dependent on the final assessment by DPC. Financial benefits will accrue from the date of actual joining the higher grade.

The same principle for seniority and financial benefits shall be applicable for promotion within cluster.

**17.6 Leave Without Pay**

- 17.6.1 An executive taking leave without pay, other than study leave for a period exceeding three months, will be deemed not to have earned any appraisal during the period, i.e., the rating he earns for one year will be prorated for the period he actually worked.
- 17.6.2 CMD may waive the prorating of appraisal, in deserving and exceptional cases for reasons to be recorded in writing, for the executive availing leave without pay for more than three months.

**17.7 Officiating****17.7.1 Short-Term Officiating**

If an executive is on leave/training/tour etc. for a period not exceeding 90 days, officiating may be allowed to the senior most executive in the next available lower scale in the department/office, amongst executives in the same LOP/ Department.

**17.7.2 Long-Term Officiating**

If an executive is on leave/training/tour etc. for a period exceeding 90 days, officiating will be allowed to the executive who is on top of the merit list in the next lower scale in the line of promotion.

17.7.3 However, officiating may be allowed only in case of exigencies of work in the interest of the Company.

17.7.4 The period of officiating will not count for eligibility period for consideration for promotion or for increment in the higher scale.

17.7.5 During officiating, if the annual increment falls due, it will be allowed in the substantive scale only and pay re-fixed in the higher scale.

17.7.6 If an executive gets regular promotion while he is officiating for the higher post, his eligibility in the higher scale will be counted from the day he gets his regular promotion.

**17.8 Procedure to be Followed in Respect of Candidates Called for Interview for Promotion but do not Attend/Decline Offer**

17.8.1 If an executive is not interested in attending the interview for promotion for personal reasons, he will not be considered for promotion for a period of one year from the date on which he/she was scheduled to be interviewed, and this should be communicated to him/her.

17.8.2 If an executive is unable to attend the interview for promotion because he/she is sick or on leave or training, etc., such executive shall make a written request that he/she shall be unable to attend interview with reasons thereof through authority competent to sanction leave and such request will be placed for consideration of the Competent Authority taking relevant aspects into consideration. If the reasons adduced for his/ her inability to attend interview are acceptable to the Competent Authority, then such cases would be dealt with as follows:

- a) One vacancy out of the available vacancies approved to be filled can be kept for a period of 3 months and other vacancies can be filled up in the normal courses with the approval of Competent Authority.
- b) If any executive is on leave or otherwise, that executive will be informed at his address about the interview and if he is unable to attend the same, a post will be kept vacant and a panel of other officers in the merit list will be maintained, subject to provision 17.7.2. The name of such executive on leave may also be kept on the panel. If the executive joins duties within three months of the date of the original interview, the DPC will meet him on his return and give him marks for the interview and his/ her suitability

for promotion. The executive with maximum total points and found fit for promotion in the panel will now be promoted to the higher post.

- c) In case the post cannot be kept vacant, the top most executive in the panel prepared at the time of the interview may be promoted to the post on officiating basis. In case the position changes after the executive on leave is interviewed, the former will be reverted to the scale and the executive securing the maximum marks will be given regular promotion from the date of the original promotion. However, he will get the financial benefit only from the date he joins the new post. If the position does not change even after the interview of the executive who had gone on leave the executive officiating will be regularised in the scale with effect from the date of the original interview.
- d) The exercise of holding the separate interview for such executives should be completed within three months from the date the first interview took place or soon after the return of the employee, whichever is earlier. If the employee does not return within 3 months, he/she shall be considered for subsequent DPC in normal course.

17.8.3 If an executive attends the interview but indicates in the interview that he is not interested in promotion due to any reason, the fact should be recorded so and he would not be considered for promotion for a period of one year from the date of interview, and this should be communicated to him.

17.8.4 If an executive who attends the interview and is promoted but declines to accept the promotion, either because the place of posting does not suit him or due to any other reason, he will be treated as per rules Para 17.1.2 above.

#### **17.9 Procedure for Dealing with Promotions/Confirmation of Executive Pending Enquiry/Disciplinary Proceedings and After**

17.9.1 Vigilance Clearances/Disciplinary shall be obtained before holding DPC. Executives shall be considered for promotion subject to fulfilling the eligibility criteria and as recommended by the DPC. Actual promotion shall be governed by relevant provisions of the Vigilance manual of CVC.

17.9.2 Cases of Executives to whom Sealed cover procedure will be applicable:

- a) At the time of consideration of the cases of Executives for promotion, details of executive in the consideration zone for promotion falling under the following categories should be specifically brought to the notice of the Departmental Promotion Committee: -
  - i. Executives under suspension;
  - ii. Executives in respect of whom a charge sheet has been issued and the disciplinary proceedings are pending, and
  - iii. Executives in respect of whom prosecution for a criminal charge is pending

17.9.3 The detailed procedure for dealing with promotion/ confirmation of executives pending Inquiry/Disciplinary Proceedings and after is given at Annexure-V.

#### **18.0 TENURE**

18.1 The Promotion rules shall be reviewed after five years from the date of its notification to assess its efficacy in meeting its objective and making suitable changes if required in order to bring in systematic improvements.

18.2 These rules shall supersede all the rules, regulations, orders and instructions issued earlier on the subject, in so far as they are inconsistent with these rules.

#### **19.0 COMMENCEMENT**

These rules along with the revised eligibility criteria owing to the adoption of the policy shall take effect from the date of promotion subsequent to adoption of the policy on 12<sup>th</sup> November, 2021.

**QUALIFICATION RATINGS [REF RULE PARA 10 &12.2.1(b)]**

| Category of post   | Qualification                                             | Point |
|--------------------|-----------------------------------------------------------|-------|
|                    | Doctorate Degree in the concerned area                    | 17    |
| General            | (i) Master's Degree                                       | 12    |
|                    | (ii) Graduate in professional field                       | 11    |
|                    | (iii) Graduate (minimum 3 years after 12 <sup>th</sup> )  | 9     |
|                    | (i) Professional Qualification like CA/ICWA/ MBA(Finance) | 12    |
| Finance & Accounts | (ii) Graduate in Commerce/Financial services, etc.        | 11    |
| Company Secretary  | (i) Professional Qualification in Company Secretary       | 12    |

**FIELD EXPERIENCE /POTENTIAL ASSESSMENT SHEET [REF RULE PARA 12.2.1(d)]****For use in Promotion from E-3 to E-4, E-5 to E-6, E-6 to E-7 and E-7 to E-8**

| SL. NO | NAME | ASSESSMENT (10) | REMARKS IN SUPPORT OF ASSESSMENT |
|--------|------|-----------------|----------------------------------|
| (1)    | (2)  | (3)             | (4)                              |
|        |      |                 |                                  |

**MEMBER 1****MEMBER 2****MEMBER 2****MEMBER 2****DPC ASSESSMENT SHEET [REF RULE PARA 12.1.3 & 12.3.3]****For use in Promotion from E-1 to E-3, E-4 to E-5**

| SL. NO | NAME | CUMMULATIVE CREDIT POINTS(CCP) |        |        |     | REMARKS |
|--------|------|--------------------------------|--------|--------|-----|---------|
|        |      | Year 1                         | Year 2 | Year 3 | CCP |         |
| (1)    | (2)  | (3)                            | (4)    | (5)    | (6) | (7)     |
|        |      |                                |        |        |     |         |

**MEMBER 1****MEMBER 2****MEMBER 2****MEMBER 2****For use in Promotion from E-3 to E-4, E-5 to E-6, E-6 to E-7 and E-7 to E-8**

| SL. NO | NAME | QUALIFICATION (Max. 17) |                                    |           | LENGTH OF SERVICE (MAX.12) |                          | AVG. CR. POINTS(ACP) (MAX. 50) |        |        |         | PRE-INTERVIEW TOTAL | Field Experience/ Potential Assessment | PRE-INTERVIEW AND FE&PA* TOTAL | INTERVIEW BY DPC (15) | TOTAL    | GRADE/ RANK | REMARKS |
|--------|------|-------------------------|------------------------------------|-----------|----------------------------|--------------------------|--------------------------------|--------|--------|---------|---------------------|----------------------------------------|--------------------------------|-----------------------|----------|-------------|---------|
|        |      | Particulars             | Calculation (as per Quali -Ann II) | Score(20) | Particulars (in Yrs.)      | Calculation & Score (12) | Year 1                         | Year 2 | Year 3 | ACP(50) |                     |                                        |                                |                       |          |             |         |
| (1)    | (2)  | (3)                     | (4)                                | (5)       | (6)                        | (7)                      | (8)                            | (9)    | (10)   | (11)    | (12)                | (13)                                   | (14)                           | (15)                  | (16)     | (17)        |         |
|        |      |                         |                                    |           |                            |                          |                                |        |        |         | (79)                | Max. 6                                 | (85)                           | Max. 15               | Max. 100 |             |         |

*\*FE&PA- Field experience and Potential Assessment***MEMBER 1****MEMBER 2****MEMBER 2****MEMBER 2****Notes:****APPRAISAL REPORT RATING**

| Rating          | Symbol             | Credit Points |
|-----------------|--------------------|---------------|
| Outstanding     | O                  | 50 points     |
| Very Good       | A                  | 40 points     |
| Good            | B                  | 30 points     |
| Satisfactory    | C                  | 15 points     |
| Barely Adequate | D (non-promotable) | 05 points     |

ACP = Summation of points of last three appraisal ratings or for the years spent in the scale whichever is less divided by the number of appraisals taken into account.

Qualification = As per Annexure-I

Length of Service Points = For each half year spent in the grade X 1



**PERFORMANCE APPRAISAL REPORT DURING PROBATIONARY PERIOD  
(QUARTERLY ASSESSMENT)**

NAME \_\_\_\_\_

PROBATIONARY PERIOD \_\_\_\_\_

EMP NO. \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

| Period                               |              | Quality of output | Discipline (including Technological discipline) | Team Working & Lateral Co-ordination | Initiative | Communication |
|--------------------------------------|--------------|-------------------|-------------------------------------------------|--------------------------------------|------------|---------------|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>I | Very Good    |                   |                                                 |                                      |            |               |
|                                      | Good         |                   |                                                 |                                      |            |               |
|                                      | Satisfactory |                   |                                                 |                                      |            |               |
|                                      | Indifferent  |                   |                                                 |                                      |            |               |
|                                      | Poor         |                   |                                                 |                                      |            |               |

|                                       |              |  |  |  |  |  |
|---------------------------------------|--------------|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>II | Very Good    |  |  |  |  |  |
|                                       | Good         |  |  |  |  |  |
|                                       | Satisfactory |  |  |  |  |  |
|                                       | Indifferent  |  |  |  |  |  |
|                                       | Poor         |  |  |  |  |  |

|                                        |              |  |  |  |  |  |
|----------------------------------------|--------------|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>III | Very Good    |  |  |  |  |  |
|                                        | Good         |  |  |  |  |  |
|                                        | Satisfactory |  |  |  |  |  |
|                                        | Indifferent  |  |  |  |  |  |
|                                        | Poor         |  |  |  |  |  |

|                                       |              |  |  |  |  |  |
|---------------------------------------|--------------|--|--|--|--|--|
| Q<br>U<br>A<br>R<br>T<br>E<br>R<br>IV | Very Good    |  |  |  |  |  |
|                                       | Good         |  |  |  |  |  |
|                                       | Satisfactory |  |  |  |  |  |
|                                       | Indifferent  |  |  |  |  |  |
|                                       | Poor         |  |  |  |  |  |

**In case of unsatisfactory performance, please indicate action taken for correction.**

|                    |
|--------------------|
| <b>I QUARTER</b>   |
| <b>II QUARTER</b>  |
| <b>III QUARTER</b> |
| <b>IV QUARTER</b>  |

OVERALL GRADING FOR THE PERIOD

VERY GOOD

GOOD

SATISFACTORY

INDIFFERENT

POOR

**RECOMMENDATION**

The employee may be confirmed in the post:

Yes/No

Probation may be extended for

3 months/ 6 months/ 1 year

The services of the employee may be terminated/  
The employee may be reverted to the grade from which  
he was promoted

Yes/No

Date:

Signature :

Name :

Designation:

---

Views of the Departmental Head

Signature :

Name :

Designation:

Date:

20/11/11

**SPECIAL PERFORMANCE REPORT FOR SIX MONTHS**  
**(HALF-YEARLY ASSESSMENT - FROM E-0 TO E-4)**

NAME \_\_\_\_\_

PERIOD \_\_\_\_\_

EMP NO. \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

**Reporting Officer**

| PERFORMANCE FACTORS                           | Weight   | Rating (1 to 5) | Factor Score(Rating*Weight) |
|-----------------------------------------------|----------|-----------------|-----------------------------|
| Quantity of output                            | <b>3</b> |                 |                             |
| Quality of output                             | <b>3</b> |                 |                             |
| Cost control/Consciousness                    | <b>2</b> |                 |                             |
| Job knowledge and skill                       | <b>2</b> |                 |                             |
| Discipline (including Technological disciplin | <b>2</b> |                 |                             |
| House/Record Keeping                          | <b>1</b> |                 |                             |
| Team Working & Lateral Co-ordination          | <b>1</b> |                 |                             |
| Initiative                                    | <b>2</b> |                 |                             |
| Communication                                 | <b>2</b> |                 |                             |
| Commitment & Sense of Responsibility          | <b>1</b> |                 |                             |
| Management of Human Resources                 | <b>1</b> |                 |                             |
| <b>TOTAL FACTOR SCORE</b>                     |          |                 |                             |

|                                  |                                             |                                              |
|----------------------------------|---------------------------------------------|----------------------------------------------|
| <b>Overall Performance</b>       |                                             |                                              |
| <b>Integrity</b>                 | <input type="checkbox"/> <b>Above Board</b> | <input type="checkbox"/> <b>Questionable</b> |
| <b>If Questionable [remarks]</b> |                                             |                                              |

Date:

Signature :

Name :

Designation:

**Reviewing Officer**

| PERFORMANCE FACTORS                           | Weight   | Rating (1 to 5) | Factor Score(Rating*Weight) |
|-----------------------------------------------|----------|-----------------|-----------------------------|
| Quantity of output                            | <b>3</b> |                 |                             |
| Quality of output                             | <b>3</b> |                 |                             |
| Cost control/Consciousness                    | <b>2</b> |                 |                             |
| Job knowledge and skill                       | <b>2</b> |                 |                             |
| Discipline (including Technological disciplin | <b>2</b> |                 |                             |
| House/Record Keeping                          | <b>1</b> |                 |                             |
| Team Working & Lateral Co-ordination          | <b>1</b> |                 |                             |
| Initiative                                    | <b>2</b> |                 |                             |
| Communication                                 | <b>2</b> |                 |                             |
| Commitment & Sense of Responsibility          | <b>1</b> |                 |                             |
| Management of Human Resources                 | <b>1</b> |                 |                             |
| <b>TOTAL FACTOR SCORE</b>                     |          |                 |                             |

|                                  |                                             |                                              |
|----------------------------------|---------------------------------------------|----------------------------------------------|
| <b>Overall Performance</b>       |                                             |                                              |
| <b>Integrity</b>                 | <input type="checkbox"/> <b>Above Board</b> | <input type="checkbox"/> <b>Questionable</b> |
| <b>If Questionable [remarks]</b> |                                             |                                              |

Date:

Signature :

Name :

Designation:

**SPECIAL PERFORMANCE REPORT FOR SIX MONTHS**  
**(HALF-YEARLY ASSESSMENT - FROM E-5 TO E-6)**

NAME \_\_\_\_\_

PERIOD \_\_\_\_\_

EMP NO. \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

**Reporting Officer**

| PERFORMANCE FACTORS                          | Weight   | Rating (1 to 5) | Factor Score(Rating*Weight) |
|----------------------------------------------|----------|-----------------|-----------------------------|
| Quantity of output                           | <b>2</b> |                 |                             |
| Quality of output                            | <b>2</b> |                 |                             |
| Job Knowledge and Skill                      | <b>2</b> |                 |                             |
| Cost control/Consciousness                   | <b>2</b> |                 |                             |
| Discipline (including Technological discipli | <b>2</b> |                 |                             |

|                                               |   |  |  |
|-----------------------------------------------|---|--|--|
| Team Working & Lateral Co-ordination          | 1 |  |  |
| Development of Subordinates /Ability to learn | 1 |  |  |
| Initiative                                    | 2 |  |  |
| Communication                                 | 2 |  |  |
| Commitment & Sense of Responsibility          | 1 |  |  |
| Planning & organizing                         | 1 |  |  |
| Problem Analysis & Decision Making            | 1 |  |  |
| Management of Human Resources                 | 1 |  |  |
| TOTAL FACTOR SCORE                            |   |  |  |

|                                  |                                      |                                       |
|----------------------------------|--------------------------------------|---------------------------------------|
| <b>Overall Performance</b>       |                                      |                                       |
| <b>Integrity</b>                 | <input type="checkbox"/> Above Board | <input type="checkbox"/> Questionable |
| <b>If Questionable [remarks]</b> |                                      |                                       |

Date:

Signature :

Name :

Designation:

**Reviewing Officer**

| PERFORMANCE FACTORS                             | Weight | Rating (1 to 5) | Factor Score(Rating*Weight) |
|-------------------------------------------------|--------|-----------------|-----------------------------|
| Quantity of output                              | 2      |                 |                             |
| Quality of output                               | 2      |                 |                             |
| Job Knowledge and Skill                         | 2      |                 |                             |
| Cost control/Consciousness                      | 2      |                 |                             |
| Discipline (including Technological discipline) | 2      |                 |                             |
| Team Working & Lateral Co-ordination            | 1      |                 |                             |
| Development of Subordinates /Ability to learn   | 1      |                 |                             |
| Initiative                                      | 2      |                 |                             |
| Communication                                   | 2      |                 |                             |
| Commitment & Sense of Responsibility            | 1      |                 |                             |
| Planning & organizing                           | 1      |                 |                             |
| Problem Analysis & Decision Making              | 1      |                 |                             |
| Management of Human Resources                   | 1      |                 |                             |
| TOTAL FACTOR SCORE                              |        |                 |                             |

|                                  |                                      |                                       |
|----------------------------------|--------------------------------------|---------------------------------------|
| <b>Overall Performance</b>       |                                      |                                       |
| <b>Integrity</b>                 | <input type="checkbox"/> Above Board | <input type="checkbox"/> Questionable |
| <b>If Questionable [remarks]</b> |                                      |                                       |

Date:

Signature :

Name :

Designation:

ANNEXURE IV-C

**SPECIAL PERFORMANCE REPORT FOR SIX MONTHS**  
**(HALF-YEARLY ASSESSMENT FOR E-7)**

NAME \_\_\_\_\_  
 EMP NO. \_\_\_\_\_

PERIOD \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_

**Reporting Officer**

| PERFORMANCE FACTORS                 | Weight | Rating (1 to 5) | Factor Score(Rating*Weight) |
|-------------------------------------|--------|-----------------|-----------------------------|
| Quantity of output                  | 2      |                 |                             |
| Quality of output                   | 2      |                 |                             |
| Cost control/Consciousness          | 2      |                 |                             |
| Development of Subordinates         | 2      |                 |                             |
| Problem Analysis & Decision Making  | 3      |                 |                             |
| Ability to build a strategic vision | 2      |                 |                             |
| Planning & organizing               | 2      |                 |                             |
| Leadership & Team building          | 2      |                 |                             |
| Business Sense                      | 2      |                 |                             |
| Management of Human Resources       | 1      |                 |                             |

|                    |  |  |  |
|--------------------|--|--|--|
| TOTAL FACTOR SCORE |  |  |  |
|--------------------|--|--|--|

|                                  |                                      |                                       |
|----------------------------------|--------------------------------------|---------------------------------------|
| <b>Overall Performance</b>       |                                      |                                       |
| <b>Integrity</b>                 | <input type="checkbox"/> Above Board | <input type="checkbox"/> Questionable |
| <b>If Questionable [remarks]</b> |                                      |                                       |

Date:

Signature :

Name :

Designation:

**Reviewing Officer**

| PERFORMANCE FACTORS                 | Weight   | Rating (1 to 5) | Factor Score(Rating*Weight) |
|-------------------------------------|----------|-----------------|-----------------------------|
| Quantity of output                  | <b>2</b> |                 |                             |
| Quality of output                   | <b>2</b> |                 |                             |
| Cost control/Consciousness          | <b>2</b> |                 |                             |
| Development of Subordinates         | <b>2</b> |                 |                             |
| Problem Analysis & Decision Making  | <b>3</b> |                 |                             |
| Ability to build a strategic vision | <b>2</b> |                 |                             |
| Planning & Organizing               | <b>2</b> |                 |                             |
| Leadership & Team building          | <b>2</b> |                 |                             |
| Business Sense                      | <b>2</b> |                 |                             |
| Management of Human Resources       | <b>1</b> |                 |                             |
| TOTAL FACTOR SCORE                  |          |                 |                             |

|                                  |                                      |                                       |
|----------------------------------|--------------------------------------|---------------------------------------|
| <b>Overall Performance</b>       |                                      |                                       |
| <b>Integrity</b>                 | <input type="checkbox"/> Above Board | <input type="checkbox"/> Questionable |
| <b>If Questionable [remarks]</b> |                                      |                                       |

Date:

Signature :

Name :

Designation:

**Final Assessment (To be filled by Personnel Department):****Total Factor Score**

| Reporting Officer | Reporting Officer (O) | Reviewing Officer | Average |
|-------------------|-----------------------|-------------------|---------|
|                   |                       |                   |         |

**Primary Grading**    ☐                    ☐                    ☐                    ☐                    ☐  
**(Please Tick)**        ☐                    A                    B                    C                    D

**Final Grading**        ☐                    ☐                    ☐                    ☐                    ☐  
**(Please Tick)**        ☐                    A                    B                    C                    D

**PROCEDURE FOR DEALING WITH PROMOTIONS/CONFIRMATION OF EMPLOYEE  
PENDING ENQUIRY/DISCIPLINARY PROCEEDINGS AND AFTER**

DOPT OM No. 22011/4/91-Estt.(A) dated 14-09-1992, No. 22012/1/99-Estt.(D) dated 25.10.2004 and OM NO. 22034/4/2012-Estt.(D) dated 2<sup>nd</sup> November, 2012 shall be followed for grant of Vigilance Clearance for promotion as clarified/amended from time to time.

Instructions issued vide O.M. No. 22012/1/99-Estt. (D) dated 25.10.2004 (copy enclosed) based on the O.M. No. 22011/4/1991-Estt. (A) dated 14.09.1992 (copy enclosed) (issued on the basis of procedure laid down by Supreme Court in K.V. Jankiraman case AIR 1991 SC 2010) makes it clear that vigilance clearance for promotion may be denied only in the following three circumstances: -

- (i) Employee under suspension;
- (ii) Employee in respect of whom a charge sheet has been issued and the disciplinary proceedings are pending; and
- (iii) Employee in respect of whom prosecution for a criminal charge is pending.

The O.M No. 22012/1/99-Estt. (D), dated 25<sup>th</sup> October, 2004 further provides that a DPC shall assess the suitability of the MSTC Employee coming within the purview of the circumstances mentioned in para 2 of the Office Memorandum No. 22011/4/91-Estt. (A) dated 14.09.1992, along with other eligible Employee, without taking into consideration the disciplinary case/criminal prosecution pending. No promotion can be withheld merely on the basis of suspicion or doubt or where the matter is under preliminary investigation and has not reached the stage of issue of charge sheet etc. If in the matter of corruption/derelection of duty etc., there is a serious complaint and the matter is still under investigation, the management of MSTC is within its right to suspend the official. In that case, the Employee case for promotion would automatically be required to be placed in the sealed cover.

**1. SEALED COVER PROCEDURE:**

Department of Personnel & Training has issued various instructions on sealed-cover procedure and its implications on the Employee at the time of promotion. The procedure to be followed in this regard by the authorities concerned is summarized in the following paras for guidance and better understanding: -

**1.1. EXECUTIVES TO WHOM SEALED COVER PROCEDURE IS APPLICABLE**

1.1.1. At the time of consideration of the cases of Employee for promotion, details of Executives in the consideration zone for promotion falling under the following categories should be specifically brought to the notice of the Departmental Promotion Committee: -

- a) Employee under suspension;
- b) Employee in respect of whom a charge sheet has been issued and the disciplinary proceedings are pending; and
- c) Employee in respect of whom prosecution for a criminal charge is pending.

1.1.2. For the purpose of pendency of prosecution for a criminal charge, the definition of pendency of judicial proceedings in criminal cases given in Rule 9 (6)(b)(i) of CCS (Pension) Rules, 1972 [Now Explanation 1(b)(i) under Rule 8 of CCS (Pension) Rules, 2021] is adopted. The Rule 9 (6)(b)(i) of CCS (Pension) Rules, 1972 [Now Explanation 1(b)(i) under Rule 8 of CCS (Pension) Rules, 2021] provides as under: -

*"(b) judicial proceedings shall be deemed to be instituted – (i) in the case of criminal proceedings, on the date on which the complaint or report of a Police*

*Officer, of which the Magistrate takes cognizance, is made"*

[Para 2 of OM No. 22011/4/91-Estt.(A) dated 14.09.1992; and Para 8 of OM No. 22034/4/2012-Estt.(D) dated 02.11.2012]

- 1.1.3. An Employee, who is recommended for promotion by the Departmental Promotion Committee but in whose case any of the circumstances mentioned in para 1.1.1 above arises after the recommendations of the DPC are received but before he is actually promoted, the recommendations of DPC will be considered as if his case had been placed in a sealed cover by the DPC. He shall not be promoted until he is completely exonerated of the charges against him. [Para 7 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]
- 1.1.4. It is stated that para 1.1.3 above will not be applicable if by the time the seal was opened to give effect to the exoneration in the first enquiry, another departmental inquiry was started by the department against the Employee concerned. This means that where the second or subsequent departmental proceedings were instituted after promotion of the junior to the Employee concerned on the basis of the recommendation made by the DPC which kept the recommendation in respect of the Employee in sealed cover, the benefit of the assessment by the first DPC will be admissible to the Employee on exoneration in the first inquiry, with effect from the date his immediate junior was promoted. [Para 3 of OM No. 22011/2/2002-Estt. (A) dated 24.02.2003]
- 1.1.5. In the case of review DPC, where a junior has been promoted on the recommendations of original DPC, the official would be considered for promotion if he/she is clear from vigilance angle on the date of promotion of the junior, even if the circumstances of para 1.1.1 above get attracted on the date of actual promotion. Further, in case where the junior is not promoted, it is to be ensured that the provisions of para 1.1.3 above are not attracted on the date the official is being actually promoted. [Para 3 of OM No.22034/4/2012-Estt. (D-II) dated 23.01.2014]

## **1.2. PROCEDURE TO BE FOLLOWED BY DPC IN RESPECT OF EMPLOYEE UNDER CLOUD**

- 1.2.1. The Departmental Promotion Committee shall assess the suitability of the Employee coming within the purview of the circumstances mentioned above along with other eligible candidates without taking into consideration the disciplinary case/criminal prosecution pending. The assessment of the DPC, including 'Unfit for Promotion', and the grading awarded by it will be kept in a sealed cover. The cover will be superscribed 'Findings regarding suitability for promotion to the grade/post of .....in respect of Shri ..... (Name of the Employee). Not to be opened till the termination of the disciplinary case/criminal prosecution against Shri..... The proceedings of the DPC need only contain the note 'The findings are contained in the attached sealed cover'. The authority competent to fill the vacancy should be separately advised to fill the vacancy in the higher grade only in an officiating capacity when the findings of the DPC in respect of the suitability of an Employee for his promotion are kept in a sealed cover. [Para 2.1 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]
- 1.2.2. The same procedure outlined in para 1.2.1 above will be followed by the subsequent Departmental Promotion Committees convened till the disciplinary case/criminal prosecution against the Employee concerned is concluded. [Para 2.2 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]

## **2. SIX MONTHLY REVIEW OF "SEALED COVER" CASES**

- 2.1. It is necessary to ensure that the disciplinary case/criminal prosecution instituted against any Employee is not unduly prolonged and all efforts to finalize expeditiously the proceedings should be taken so that the need for keeping the case of an Employee in a sealed cover is limited to the barest minimum. It has, therefore, been decided that the appointing authorities concerned should review comprehensively the cases of Employee, whose suitability for promotion to a higher grade has been kept in a sealed cover on the expiry of 6 months from the date of convening the first Departmental Promotion Committee which had adjudged his suitability and kept its findings in the sealed cover. Such a review should be done subsequently also every six months. The review should, inter alia, cover the progress made in the disciplinary



proceedings/criminal prosecution and the further measures to be taken to expedite their completion. [Para 4 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]

### **3. PROCEDURE FOR AD-HOC PROMOTION OF “SEALED COVER” CASES**

- 3.1. In spite of the six-monthly review referred to in para 2 above, there may be some cases where the disciplinary case/criminal prosecution against the Employee is not concluded even after the expiry of two years from the date of the meeting of the first DPC, which kept its findings in respect of the Employee in a sealed cover. In such a situation, the appointing authority may review the case of the Employee, provided he is not under suspension, to consider the desirability of giving him ad-hoc promotion keeping in view the following aspects: -
  - (a) Whether the promotion of the officer will be against public interest;
  - (b) Whether the charges are grave enough to warrant continued denial of promotion;
  - (c) Whether there is any likelihood of the case coming to a conclusion in the near future;
  - (d) Whether the delay in the finalization of proceedings, departmental or in a court of law, is not directly or indirectly attributable to the Employee concerned; and
  - (e) Whether there is any likelihood of misuse of official position which the Employee may occupy after ad-hoc promotion, which may adversely affect the conduct to the departmental case/criminal prosecution.
- 3.2. The appointing authority should also consult the Central Bureau of Investigation and take their views into account where the departmental proceedings or criminal prosecution arose out of the investigations conducted by the Bureau. [Para 5 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]
- 3.3. In case the appointing authority comes to a conclusion that it would not be against the public interest to allow ad-hoc promotion to the Employee, his case should be placed before the next DPC held in the normal course after the expiry of the two-year period to decide whether the officer is suitable for promotion on ad-hoc basis. Where the Employee is considered for ad-hoc promotion, the Departmental Promotion Committee should make its assessment on the basis of the totality of the individual's record of service without taking into account the pending disciplinary case/criminal prosecution against him. [Para 5.1 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]
- 3.4. After a decision is taken to promote an Employee on an ad-hoc basis, an order of promotion may be issued making it clear in the order itself that: -
  - (i) the promotion is being made on purely ad-hoc basis and the ad-hoc promotion will not confer any right for regular promotion; and
  - (ii) the promotion shall be “until further orders”. It should also be indicated in the orders that the Company reserves the right to cancel the ad-hoc promotion and revert the Employee, at any time, to the post from which he was promoted. [Para 5.2 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]
- 3.5. If the Employee concerned is acquitted in the criminal prosecution on the merits of the case or is fully exonerated in the departmental proceedings, the ad-hoc promotion already made may be confirmed and the promotion treated as a regular one from the date of the ad-hoc promotion with all attendant benefits. In case the Employee could have normally got his regular promotion from a date prior to the date of his ad-hoc promotion with reference to his placement in the DPC proceedings kept in the sealed cover(s) and the actual date of promotion of the person ranked immediately junior to him by the same DPC, he would also be allowed his due seniority and benefit of notional promotion as envisaged in para 4. [Para 5.3 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]
- 3.6. If the Employee is not acquitted on merits in the criminal prosecution but purely on technical grounds and Company either proposes to take up the matter to a higher court or to proceed against him departmentally or if the Employee is not exonerated in the departmental proceedings, the ad-hoc promotion granted to him should be brought to an end. [Para 5.4 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]

### **4. ACTION AFTER COMPLETION OF DISCIPLINARY CASE/ CRIMINAL PROSECUTION**

- 4.1. On the conclusion of the disciplinary case/criminal prosecution which results in dropping of allegations against the Employee, the sealed cover or covers shall be opened. In case the Employee is completely exonerated, the due date of his promotion will be determined with reference to the position assigned to him in findings kept in the sealed cover/covers and with reference to the date of promotion of his next junior on the basis of such position. The Employee may be promoted, if necessary, by reverting the junior-most officiating person. He may be promoted notionally with reference to the date of promotion of his junior. However, whether the officer concerned will be entitled to any arrears of pay for the period of notional promotion preceding the date of actual promotion, and if so to what extent, will be decided by the appointing authority by taking into consideration all the facts and circumstances of the disciplinary proceeding/criminal prosecution. Where the authority denies arrears of salary or part of it, it will record its reasons for doing so. It is not possible to anticipate and enumerate exhaustively all the circumstances under which such denials of arrears of salary or part of it may become necessary. However, there may be cases where the proceedings, whether disciplinary or criminal, are, for example delayed at the instance of the employee or the clearance in the disciplinary proceedings or acquittal in the criminal proceedings is with benefit of doubt or on account of non-availability of evidence due to the acts attributable to the employee etc. These are only some of the circumstances where such denial can be justified. [Para 3 of OM No. 22011/4/91-Estt. (A) dated 14.09.1992]
- 4.2. In case the subsequent proceedings (commenced after the promotion of the junior) results in the imposition of any penalty before the exoneration in the first proceedings based on which the recommendations of the DPC were kept in sealed cover and the Employee concerned is promoted retrospectively on the basis of exoneration in the first proceedings, the penalty imposed may be modified and effected with reference to the promoted post. An indication to this effect may be made in the promotion order itself so that there is no ambiguity in the matter. [Para 4 of OM No. 22011/2/2002-Estt. (A) dated 24.02.2003]

## **5. Promotion of the Employee exonerated after retirement:**

- (a) The applicability of the para 4 above in so far as it relates to cases where Employee, who has retired by the time he is exonerated of all the charges has been considered in respect of the following cases:
- (i) Where the promotion order pertaining to the relevant DPC has been issued and the officers empanelled have assumed charge prior to the date of superannuation of the retired Employee; and
  - (ii) The retired Employee would have been in service and assumed charge of the post had the disciplinary proceeding not been initiated against him/ her.
- (b) In such cases, notional promotion and payment of arrears of pay, if any, for the period of notional promotion till the date of retirement, to such a retired Employee if found fit on opening of the sealed cover is to be decided by the appointing authority in terms of Para 4 above.
- (c) A retired employee who is considered for notional promotion from the date of promotion of his next junior after opening of the sealed cover would also be entitled to fixation of pension on the basis of such notional pay on his notional promotion. [Para 3 to 5 of OM No. 22011/3/2013-Estt.(D) dated 25.01.2016]

In case the subsequent proceedings (commenced after the promotion of the junior) results in the imposition of any penalty before the exoneration in the first proceedings based on which the recommendations of the DPC were kept in sealed cover and the employee concerned is promoted retrospectively on the basis of exoneration in the first proceedings, the penalty imposed may be modified and effected with reference to the promoted post. An indication to this effect may be made in the promotion order itself so that there is no ambiguity in the matter. [Para 4 of OM No. 22011/2/2002-Estt.(A) dated 24.02.2003]

6. In case where the Employee is acquitted by trial court but an appeal against the judgment is either contemplated or has been filed, the following action is to be taken :-
- 6.1. Where the recommendation of DPC has been kept in sealed cover solely on account of pendency of the criminal case, the sealed cover may be opened in case of acquittal of the Employee provided it has not been stayed by a superior court.

- 6.2. In the order of promotion, a mention may however be made that the promotion is provisional subject to the outcome of appeal that may be filed against the acquittal of the Employee. The promotion will be without prejudice to the action that may be taken if the judgment of the trial court acquitting the Employee is set-aside.
7. In case, the Employee stands convicted on appeal, the following action will be taken:
- 7.1. The provisional promotion shall be deemed non est, and the Employee shall stand reverted;
  - 7.2. In case of the Employee being sentenced to imprisonment exceeding 48 hours, he will be deemed to be under suspension in terms of rule 10(2)(b) of the CCS (CCA) Rules, 1965 from the date of conviction;
  - 7.3. Action under Rule 19(i) of the CCS(CCA), Rules, 1965, shall be taken. [OM No. 11012/6/2016-Estt.(A-III) dated 19.01.2017]
8. If any penalty is imposed on the Employee as a result of the disciplinary proceedings or if he is found guilty in the criminal prosecution against him, the findings of the sealed cover/covers shall not be acted upon. His case for promotion may be considered by the next DPC in the normal course and having regard to the penalty imposed on him. [Para 3.1 of OM No. 22011/4/91-Estt.(A) dated 14.09.1992]
9. In a case where disciplinary proceedings have been held under the relevant disciplinary rules, 'warning' should not be issued as a result of such proceedings. If it is found, as a result of the proceedings, that some blame attaches to the Employee at least the penalty of 'censure' should be imposed. [Para 3.2 of OM No. 22011/4/91-Estt.(A) dated 14.09.1992]

#### **10. SEALED COVER PROCEDURE FOR CONFIRMATION**

- 10.1. The procedure outlined in the preceding paras should also be followed in considering the claim for confirmation of an officer under suspension, etc. A permanent vacancy should be reserved for such an officer when his case is placed in sealed cover by the DPC. [Para 6 of OM No. 22011/4/91-Estt.(A) dated 14.09.1992]



## POLICY FOR PROMOTION FROM NON-EXECUTIVE TO EXECUTIVE CADRE, 2016

### 1. Objective

- To create functional frontline cadre
- To preserve skill for critical operations
- To provide career growth to deserving non-executives

### 2. Definition

- 2.1. 'Policy': Policy for Promotion from Non-Executive to Executive Cadre  
 2.2. 'Performance': As assessed under the Non-Executive Appraisal System

### 3. Eligibility

- 3.1. Eligibility for promotion to the executive cadre will be reckoned from entry in S8 grade, as follows:

| Years of Service in S8 grade & above | Minimum Qualification in Non-Technical Stream |
|--------------------------------------|-----------------------------------------------|
| 1                                    | Any specified Professional qualification      |
| 4                                    | Graduates or equivalent                       |
| 11                                   | Undergraduates*                               |

\* Exceptionally good undergraduates will be considered for promotion with specific approval of CMD/ Chief Executive.

- 3.2. Candidate should have minimum B rating and 'good' or better rating in the last 3 years and should be clear from disciplinary and vigilance angles
- 3.3. Qualifications equivalent to Professional Qualifications in – Annexure - I
- 3.4. Eligibility will be reckoned as on 30<sup>th</sup> June of the promotion year.
- 3.5. Employees whose results are awaited of the qualification exam shall be allowed to appear in the written test on production of qualification certificate in event of selection.

### 4. Selection Procedure

- 4.1. Inviting Applications (Online)
- 4.1.1. Online Applications to be invited through a circular, prescribed format (Annexure - III)

#### 4.2. Written Test and Structure

|                     |                                                                                       |
|---------------------|---------------------------------------------------------------------------------------|
| Type                | Objective                                                                             |
| Two Segments        | 1. General<br>2. Discipline Specific                                                  |
| Qualifying Marks    | Minimum Qualifying Marks : 40% aggregate                                              |
| Relaxation          | 10% in minimum qualifying marks for SC/ST Candidates(for reserved posts)              |
| Test                | Separate test for each discipline/cadre                                               |
| Interview           | Candidates who have qualified in written marks in ratio of 1:4 in the order of merit  |
| Component Weightage | Written Test : 50%<br>Interview : 20%<br>Performance Rating : 15%<br>Experience : 15% |

|                 |                                                                                                                 |
|-----------------|-----------------------------------------------------------------------------------------------------------------|
| Promotion       | Preparation of Cadre-wise Merit list based on combined scores<br>Promotions will be effected in order of merit. |
| No. of attempts | General : 4 attempts<br>SC/ST : 6 attempts (for reserved posts)                                                 |

**Written Test Pattern Qualification**

| Category              | Broad Test Segments                                                                                                                                      |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| For Non-Finance Cadre | <ul style="list-style-type: none"> <li>Company Awareness</li> <li>General Awareness</li> <li>General Functional Management</li> </ul>                    |
| For Finance Cadre     | <ul style="list-style-type: none"> <li>Company Awareness</li> <li>General Awareness</li> <li>Financial Management &amp; Accounting Principles</li> </ul> |

4.2.1. The test will be conducted at HO and HR Deptt. shall conduct the test

4.2.2. Employees posted at other locations shall appear for the exam at HO

4.2.3. Separate merit list for General and Finance cadres shall be prepared.

**4.3. Departmental Promotion Committees (DPC)**

4.3.1. DPC shall be constituted with minimum three members, including SC/ST Representative

4.3.2. DPC will prepare merit lists based on combined performance for components and weightage as mentioned at clause 4.2. Further cadre- wise merit list will be prepared based on combined scores obtained and promotions will be carried out in order of merit.

4.3.3. Guidelines for giving weightage in Performance Rating:

| Rating           | Weightage |
|------------------|-----------|
| Very good(5)     | 15        |
| Good(4)          | 13        |
| Satisfactory (3) | 11        |
| Indifferent (2)  | 10        |
| Poor (1)         | 9         |

**5. General Provisions**

|      |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.1  | Frequency of Promotions         | <ul style="list-style-type: none"> <li>Every alternate year, with effect from the 30th of June or as may be decided by competent authority.</li> <li>If order issues after specified date of promotion, notional seniority as well as pay fixation shall be effective from specified date of promotion but the monetary benefit will accrue on assuming charge of Junior Manager in E-0 Grade.</li> </ul>                                                                                                                                                                                                                                                                                                                                |
| 5.2. | Seniority of Candidates         | Seniority of employees selected as Junior Manager will be as per existing rules on determination of seniority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.3. | Number of Promotions            | 25% of total promotions. If sufficient SC / ST candidates are not available within the upper limits, conditions can be relaxed to meet reservation requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.4. | Rotation of Selected Candidates | <ul style="list-style-type: none"> <li>On promotion, selected candidates may be posted in a location outside their existing place of posting.</li> <li>Requirements will be circulated &amp; applications will be invited from eligible and willing candidates.</li> <li>On transfer, a period of one month will be given to the candidate to join his/her now place of posting. This will be relaxed by one more month in case of genuine difficulties being faced by the candidate. If the candidate does not assume charge of the promoted post within two months of the issue of the order, his/her promotion order will stand cancelled, and he / she will be debarred from appearing in the next cycle of written test.</li> </ul> |

|     |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.5 | Probation                     | <ul style="list-style-type: none"> <li>Selected candidates shall be placed in E-0 Grade as Junior Manager and placed under Probation for one year.</li> <li>The period of probation will be reckoned from the date of joining in the higher grade.</li> <li>The procedure for confirmation and extension of probation will be as per the procedure explained in the rules framed under the Executive Promotion Policy.</li> </ul> |
| 5.6 | Growth in the Executive Cadre | <ul style="list-style-type: none"> <li>On successful completion of probation period, the candidates will be placed in the E-1 grade. Subsequent promotions will be as per the Executive Promotion Policy.</li> <li>For promotion to E-3 grade, minimum qualification will be graduation or equivalent.</li> </ul>                                                                                                                 |
| 5.7 | Reservation                   | To SC / ST candidates will be provided as per Presidential Directives.                                                                                                                                                                                                                                                                                                                                                            |

## 6. Saving

6.1. Company has the right to amend, modify, cancel or withdraw the policy any time without notice.

6.2. Amendments / clarifications on the rules for implementation of the policy will be carried out / issued with the approval of CMD.

| <b>Cadre-wise Professional Qualifications</b> | <b>Qualification</b>                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. General Cadre                              | MBA or Post Graduate Degree / Diploma in Management / Business Management / Business Administration / Marketing Management / Export Management/ Materials Management// HRM / HRD / Personnel Management / Industrial Relations/Organizational behavior/Labour Laws/Social Welfare/ Labour Welfare / Degree in Law/ IT/ Systems/MCA/ Computer Applications or any other relevant specialization of not less than two years duration |
| B. Finance Cadre                              | MBA (Finance) / Graduation with CA / ICWA / CS                                                                                                                                                                                                                                                                                                                                                                                     |

**Note:**

- (a) All the above qualifications should be duly recognised by UGC / AICTE
- (b) Diploma qualifications specified above should have recognition and be of at least 1 year duration.



**Application for Consideration for Promotion from Non-Executive to Executive Cadre**  
(online)

**Ref. Circular No. :**

1. Name:
2. P. No.:
3. Designation & Grade:
4. Place of Posting:
5. Application for consideration against: (Tick one)

| <b>Cadre</b> | <b>Qualification Category</b>                                                                                                              |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| General      | <input type="checkbox"/> Professional Qualification<br><input type="checkbox"/> Degree/PG Degree<br><input type="checkbox"/> Undergraduate |
| Finance      | <input type="checkbox"/> Professional Qualification                                                                                        |

6. Date of entry in Substantive grade of S-8 (Formerly M-5):
7. Date of entry in present grade:
8. Whether belonging to SC/ST category:

Date:

Signature





**PROMOTION POLICY FOR NON-EXECUTIVE EMPLOYEES**  
(Revised vide circular no. P&T\*01/016/90/270 dated 25.07.2007)

**1.0 OBJECTIVES**

The objectives of this promotion policy are

- a) To ensure effective utilization of Human Resources.
- b) To provide growth opportunities to the employees.
- c) To promote a multi-skilled approach resulting in job flexibility.

**2.0 SCOPE**

The policy shall cover all promotions made in non-executive posts in MSTC other than promotions from non-executive post to executive post.

**3.0 DEFINITION**

"Performance Appraisal Report" shall mean and include any form of annual appraisal of the performance of employees, or Confidential Report, as prescribed by Management from time to time.

**4.0 PROMOTION SYSTEM**

4.1 Promotion to non-executive posts in MSTC shall follow three systems:

- i) Promotion within clusters of scale of pay.
- ii) Promotion between clusters of scale of pay.
- iii) Appointment/Promotion to Selection Posts in ANNEXURE-III.

4.2 The Lines of Promotion shall be as given in **ANNEXURE-I**. All promotions made in accordance with this policy will be from one grade/scale of pay to the next without skipping any scale of pay. This will not apply to recruitment through internal circulation against posts open to direct recruitment, i.e. where change of LOP is involved.

- 4.3 For the purposes of promotion, grades/scales of pay will be grouped as follows :

| CLUSTER | SCALE CODE | GRADE/SCALE OF PAY <sup>2</sup> |
|---------|------------|---------------------------------|
| 'A'     | S1/        | Rs. 25070 -3%- 35070            |
|         | S2/        | Rs. 25810-3%- 36730/-           |
|         | S3         | Rs. 26600 -3%- 38920/-          |
| 'B'     | S-4/       | Rs. 27080- 3%-42900/-           |
|         | S-5/       | Rs. 27390- 3%- 47640/-          |
|         | S-6        | Rs. 27710 -3%- 53590/-          |
| 'X'     | S-6/       | Rs. 27710 -3%- 53590/-          |
|         | S-7/       | Rs. 27870 -3%- 60820/-          |
|         | S-8        | Rs. 28030 -3%- 68980/-          |
| 'Y'     | S-9        | Rs. 28180 -3%- 80080/-          |

| CLUSTER | EXTENDED CLUSTER | GRADE/SCALE OF PAY      |
|---------|------------------|-------------------------|
| 'A'     | S-4/             | Rs. 27080- 3%-42900/-   |
|         | S-5              | Rs. 27390- 3%- 47640/-  |
| 'B'     | S-7/             | Rs. 27870 -3%- 60820/-  |
|         | S-8              | Rs. 28030 -3%- 68980/-  |
| 'X'     | S-9/             | Rs. 28180 -3%- 80080/-  |
|         | S-10/            | Rs. 28340 -3%- 94870/-  |
|         | S-11             | Rs. 28500 -3%- 107900/- |
| 'Y'     | S-10/            | Rs. 28340 -3%- 94870/-  |
|         | S-11             | Rs. 28500 -3%- 107900/- |

- 4.4 Depending upon the nature of work, there will be flexibility in cluster formation without affecting the existing designation. Next higher grade will be made available to each cluster as an extension of the cluster, as shown in tables 1.1, 1.2 and 1.3. The designation of employees promoted personally to the higher scale in the extension of the cluster, will continue to be those of the original cluster. They will be regularized/ promoted to the next cluster subject to vacancies and conditions as at para 6.1. The extended cluster shall mean S-4/S-5 in case of cluster A; S-7/S-8 in case cluster B; S-9/S-10/S-11 in case of cluster X and S-10/S-11 in case of cluster Y.

## 5.0 PROMOTIONS WITHIN CLUSTERS

Within the cluster, sanction of posts in the same LOP will be clubbed together. Promotion from one grade to another will be independent of vacancies. An employee will be considered for promotion at the same station to the next higher grade in the cluster after the employee has completed eligibility period of 4 years in the lower grade.

<sup>2</sup> Revision of wages vide office order no. P&T/01/023/232/921 dated 24-Nov-2023

**5.A. PLACEMENT IN S-11 GRADE**

An employee will be considered for placement in S-11 Grade, as extended Grades in the cluster 'X' and Cluster 'Y', subject to the following terms and conditions:

- (a) Minimum 5 years of service required in S-10 grade for entering in S-11 grade.
- (b) Existing terms and conditions for placement to higher grades will be followed.
- (c) Employees would also continue to do the same jobs as in S-10 grade.
- (d) Designation and incentive/Reward would be the same as that of S-10 grade.
- (e) In case of Promotion to E-0 grade from S-11 grade within one year from entering in S-11 grade, fitment of promotion to E-0 shall be made by taking the notional pay in S-10 grade as on Date of Promotion to E-0 (with protection of existing basic in S-11).

This has come into force w.e.f. 29.11.2010 as per approval of the Board in the 242<sup>nd</sup> Board Meeting.

(Amended vide Circular No. P&T/09/030/89/870 dated 10.02.2011)

**6.0 PROMOTIONS BETWEEN CLUSTERS**

6.1 Promotions from one cluster to another shall be vacancy based, depending on the vacancies being filled up in the higher cluster. An employee would have to complete atleast 3 years in the highest grade/post of the lower cluster, in order to be considered for promotion to next higher cluster. In case adequate number of eligible candidates is not available, the period of eligibility may be relaxed to 2 years:

- i) 3 employees for each post at a location if there is one vacancy, or
- ii) 2 employees for each post at a location if there are two or more vacancies.

6.2.1. Employees are required to indicate their options regarding places of posting including present place of posting. Options will remain valid for a period of one year. Detailed procedure for option is given in **ANNEXURE-II**. Promotions under this system will be based on recommendations of the Departmental Promotion Committee (DPC). Eligible candidates against vacancies would be considered in the order of their inter-se-seniority in the ratio of 1:3 for one vacancy at the location and 1:2 for two or more vacancies at a location.

6.2.2. Where posting from one station to another on promotion is involved, such posts will be filled from amongst volunteers who are willing to be considered against such posts. Option for posting on promotion would be obtained from the intending incumbents before commencement of each calendar year which will remain valid for next calendar year. No representation of request for change or amendment of option will be entertained.

6.2.3. Circular asking for option for posting to any other station on promotion shall be issued during October each year. The employees shall be asked to submit their option shall be valid till 31<sup>st</sup> December of the Subsequent year.

6.2.4. The employees will be asked to give their option regarding the place of posting in order of their preference, including their present place of posting.

6.2.5. In case of candidates who do not exercise their option, it will be presumed that they would like to be considered for promotion at their present place of posting only.

6.2.6. Posting on promotion will be decided on the basis of vacancies available in order of preference indicated in their option.

6.3 An employee would have to obtain a minimum of 70% of the total marks to be deemed to have qualified for promotion. However minimum marks would be 60% in cases where period of eligibility is relaxed to 2 years. The DPC would allot marks on the following basis:

- i) **Seniority:** Maximum 60 marks (10 marks for each completed year of service).
- ii) **Record of service:** Maximum 40 marks for Performance Appraisal/Confidential Report of the preceding year, calculated on the following basis:

|              |    |
|--------------|----|
| Very Good    | 40 |
| Good         | 30 |
| Satisfactory | 20 |

- 6.4 Selection list of employees qualifying for promotion will be prepared on the basis of inter-se seniority in the next lower grade.
- 6.5 Once the promotion orders are issued, the employee concerned will be required to join the new post immediately. Requests for cancellation/change of posting will not be entertained, and if an order has been issued on the basis of individual's option and the individual fails to comply with the order, he will not be eligible for promotion during the year.
- 6.6 Whenever promotion is to be made, the inter-seniority amongst the qualified employees in the grade or the group of applicants in the grade will be the guiding principle.

## 7.0 APPOINTMENT TO CLUSTER 'X' THROUGH INTERNAL CIRCULATION

Vacancies in cluster 'X' may also be filled up by appointment of employees from cluster 'A' & 'B' who have passed Matriculation or equivalent. Suitability of such employees will be adjudged by selection committee on the following basis :

- i) Pre-selection training in basic English, Arithmetic, Company Information and working knowledge of Computer operation;
- ii) Test in Typing/Stenography as required and
- iii) Interview.

The employees found suitable by the Selection Committee will be offered appointment on the basis of inter-se seniority (determined in terms of date of joining in MSTC).

## 8.0 APPOINTMENT TO SELECTION POSTS

The existing procedure of appointment to Selection Post as per **ANNEXURE-III** shall continue. Creation of new selection posts will be mutually discussed.

- 9.0 The posts for which direct recruitment can be made are indicated below. If eligible internal candidates are found suitable, their cases will be considered first in terms of **ANNEXURE-IV**:

1. JAT/JCA/RCTO
2. JS
3. Driver
4. Peon

- 10.0 Every year the Management of MSTC would forward by 1st January to AIAMEU location wise/category wise personnel position which is operated based on need and also a gradation list of non-executive employees of MSTC.

## 11.0 SPECIAL PROVISIONS FOR SC/ST EMPLOYEES

Promotion/selections affected under this agreement shall abide by the Presidential Directives on reservation of posts for SC/ST communities in matters of promotion/ appointment as issued from time to time.

## 12.0 DATES OF PROMOTION

Promotion within cluster including placement to extended cluster will be effected on 30th June and 31st December every year.

## 13.0 VALIDITY OF PANEL

Panel of employees found suitable for promotion between clusters/appointment to selection posts/appointment through internal circulation shall be kept valid for a period of one year from the date of selection.

#### 14.0 GENERAL

- 14.1 Promotion of eligible departmental candidates will be finalized before direct recruitment is made in respect of posts where both promotion and direct recruitment are indicated.
- 14.2 If an employee has an "adverse" entry in his/her Performance Appraisal and the same has been communicated, the employee will not be eligible for promotion until he/she earns at least a 'satisfactory' Appraisal Report. An "adverse" entry made in the Performance Appraisal against any of the factors including general assessment, shall be communicated to the employee by 31st March of the subsequent year. The employee may prefer to exercise his/her right of appeal against such remarks. The appeal will be disposed off expeditiously. The Appellate Authority may decide to retain or expunge such "adverse" remark. If the adverse remark is expunged, the employee would be promoted, if otherwise eligible, and allowed to count seniority from the date the employee would have been ordinarily promoted, if there was no adverse remark at all. Pay fixation will be done notionally from that date but monetary benefit will accrue from the date of assumption of charge. If promotions are to be effected before an appeal against an "adverse" remark is disposed, the post against which the concerned employee would normally have been promoted shall be kept vacant temporarily till the disposal of appeal.
- 14.2 Where specific trade/skills are involved, test/trade test may be conducted as per **ANNEXURE-IV**.
- 14.3 The detailed procedure for dealing with promotion/ confirmation of employee pending Disciplinary Proceedings is given at **ANNEXURE-V**.
- 14.4 An employee who is under suspension or against whom Departmental Investigation is pending or disciplinary proceedings have been instituted will not be considered for promotion until the case against him/her is finally settled and he/she is exonerated of charges/circumstances appearing against him/her. In such a case concerned post will not be filled upon regular basis till the case is settled. If the employee is exonerated of the charges the promotion will be given effect as per the existing practice.
- The detailed procedure for dealing with promotion/confirmation of employee of employee pending Disciplinary Proceedings is given at **ANNEXURE-V**.
- 14.5 On promotion, employees will be on probation for a period of six months, which may be extended, if necessary. In such case of extension, the employee will be communicated the decision immediately on completion of the probation period.
- 14.6 Seniority of employees for promotion will be reckoned as per existing practice.
- 14.7 Employees would be required to perform the total jobs in the 'job Family' of the respective LOPs. Jobs would be understood and carried out in a composite manner. The promotion policy also implies considerable flexibility in deployment between Sections/Departments, or between clusters, as required, consistent with skill, suitability, dignity and earnings of employees. There would be no stratification of jobs. Depending on workload and exigency, employees may be deployed from one job to another in the same department/Section or in any other Department/Section in the same station.
- 14.8 If an employee is promoted and posted as per option to another station and refuses to comply with the orders, he/she will not be considered for promotion for a period of one year from the date he/she communicates his/her refusal in writing.
- 14.9 In the case of new branches, all categories of post will be first be tried to be filled up by parallel transfer by inviting application as per existing practice.

A Branch shall be treated as a new Branch for a period of 6 months from the date of issuance of the first circular inviting applications for filling up posts at that Branch

An employee will not be entitled for such parallel transfer before he/she renders 3 (three) years service at the place of his/her earlier parallel transfer.

- 14.10 Mutual transfer of employees from one station to another on the basis of their own request may be considered on the completion of probation period of the concerned employees.
- 14.11 The Management reserves the right to transfer employees in cases where the reasons cannot be disclosed in the interest of the Company.
- 14.12 As regards cases of transfer of employees on account of situations other than those mentioned in the above clauses, it was agreed that cases of such transfers will be discussed with MSTC Employees' Union before the Management takes any decision in the matter.
- 14.13 The statutory provisions for reservation of post and other concessions required to be provided for SC/ST and other special categories of persons, in the matter of promotion will be observed. Copy of the Government Directive issued from time to time in this regard will be forwarded to the MSTC Employees' Union.
- 14.14 These rules come into effect from **31/12/97**.

**TABLE : 1.1**  
**ANNEXURE - I**  
**(Ref. Policy para 4.2)**

|         |              | LINE OF PROMOTION                                  |                                                                |
|---------|--------------|----------------------------------------------------|----------------------------------------------------------------|
| CLUSTER | SCALE/ GRADE |                                                    |                                                                |
| Y       | S-9          | -----<br>EXTENDED CLUSTER<br>(S-10/ S-11)<br>----- | -----<br>EXTENDED CLUSTER<br>(S-10/ S-11)<br>-----             |
|         |              | SR. PRIVATE SECRETARY                              | SR. EXECUTIVE ASSISTANT/ S.<br>EXECUTIVE COMPUTER<br>ASSISTANT |
|         |              | -----                                              | -----                                                          |
| X       | S-8          | -----<br>EXTENDED CLUSTER<br>(S-10/ S-11)<br>----- | -----<br>EXTENDED CLUSTER<br>(S-10/ S-11)<br>-----             |
|         |              | EXTENDED CLUSTER(S-9)                              | EXTENDED CLUSTER (S-9)                                         |
|         |              | -----<br>PRIVATE SECRETARY                         | -----<br>EXECUTIVE ASSISTANT/ SR.<br>COMPUTER ASSISTANT        |
|         | S-7          | -----<br>STENO                                     | -----<br>SR. ASSISTANT/ EXECUTIVE<br>COMPUTER ASSISTANT        |
|         | S-6          | -----<br>JR. STENO                                 | -----<br>JR.ASSISTANT- CUM-TYPIST/ JR<br>COMPUTER ASSISTANT    |
|         |              | -----                                              | -----                                                          |

- 1 For the purpose of determining the number of Stenographers required in Cluster X & Y, the existing norms for promotion will apply
- 2 If suitable employees in S-8 post in Stenography LOP are not available for promotion as Senior Private Secretary in Cluster Y, employees of immediately lower grade, i.e. S-8 in LOP other than Stenography LOP, may be considered for promotion to the post of Senior Private Secretary in Cluster Y subject to their passing requisite test.
- 3 If any requirement arises in Cluster X in Stenography LOP, apart from direct recruitment, the same may be filled in by inducting suitable employees from LOP other than Stenography LOP, subject to their qualifying in the requisite test.

TABLE : 1.2

**DRIVERS ETC.  
LINE OF PROMOTION**

| CLUSTER  | SCALE/GRADE | -----<br>EXTENDED CLUSTER(S-8)<br>-----<br>EXTENDED CLUSTER(S-7)<br>----- |
|----------|-------------|---------------------------------------------------------------------------|
| <b>B</b> | S-6         | DRIVER(S-6)<br>-----                                                      |
|          | S-5         | DRIVER(S-5)<br>-----                                                      |
|          | S-4         | DRIVER(S-4)<br>-----                                                      |

TABLE : 1.3

**PEONS ETC.  
LINE OF PROMOTION**

| CLUSTER  | SCALE/GRADE | -----<br>EXTENDED CLUSTER(S-5)<br>-----<br>EXTENDED CLUSTER(S-4)<br>----- |
|----------|-------------|---------------------------------------------------------------------------|
| <b>A</b> | S-3         | PEON/ ATTENDANT/ RECORD KEEPER/ DESPATCH<br>RIDER (S-3)<br>-----          |
|          | S-2         | PEON/ ATTENDANT/ RECORD KEEPER/ DESPATCH<br>RIDER (S-2)<br>-----          |
|          | S-1         | PEON/ ATTENDANT/ RECORDKEEPER/ DESPATCH<br>RIDER (S-1)<br>-----           |



**PROCEDURE FOR INVITING OPTIONS**

1. Employees should exercise their options for posting to various places on promotion for the subsequent year, to GM (P&A)/RMs/Branch Managers by 15th November in the enclosed Proforma. Options may be exercised even in absence of a separate circular. Posting on promotion will be decided on the basis of requirement of manpower at different places.
2. An employee is required to give the options regarding places of posting in order of preference. If the employee wishes to be considered for promotion at his/her present place of posting as well, the employee should also include the present place of posting in the list of options. Options once exercised shall be treated as final, and amendment by way of addition, deletion or substitution, will not be entertained/considered, after last date indicated in para 1 above.
3. Employees who do not indicate any option regarding place(s) of posting, will only be considered for promotion at their existing places of posting, within their respective LOPs. Options will have to be exercised in respect of posts outside the LOPs.
4. Circulars inviting options will be issued as and when new posts are created in existing stations, or at new stations.

## PROFORMA FOR ANNUAL OPTION

**GM(P&A)/RMs/Branch Managers**

**SUB: APPLICATION FOR THE POST OF.....**  
**(Please fill in separately for each Post/LOP).**

(Through Proper Channel)

I am furnishing a resume of my qualifications and experience. I may be considered for promotion to the post indicated above:

- 1 Name :
- 2 Personal Number :
- 3 Designation :
- 4 Present Posting :
- 5 Date of Promotion/Joining in the grade of :
- 6 If belonging to SC/ST : 1. Yes/No  
(Please indicate caste/tribe)\* : 2.
- 7 Qualification(s) :
- 8 Willing to be posted to : 1. 5.  
(All India option in order of preference) 2. 6.  
3. 7.  
4.
- 9 Date of submission of application :

Yours faithfully,

\* If Caste/Tribe Certificate not submitted earlier, certificate should be submitted along with APPLICATION.

### LIST OF SELECTION POSTS

| SL.NO. | NAME OF POST          | SCALE CODE |
|--------|-----------------------|------------|
| 1.     | <b>Sr. Supervisor</b> | <b>S-9</b> |
| 2.     | <b>Supervisor</b>     | <b>S-8</b> |

1. Post as per the above list may be created from time to time depending on the exigencies of work.
2. Selection Posts will be filled up by the following procedure:
  - i) Candidates in the ratio of 2:1 and who are willing to be posted any where in India will be called for interview.
  - ii) The candidates must have completed 2 years' service in the next below grade.
  - iii) Candidates will be interviewed by a Selection Committee, which will carry 20 marks.
  - iv) The basis of consideration shall be as follows:
    - a) Seniority - 50 marks (25 marks for each year of service)
    - b) CR - 30 marks\*(O/S - 30 marks  
V/G - 25 marks  
G - 20 marks  
S - 14 marks)
    - c) Interview - 20 marks

Candidates must score at least 50% in each item and 60% in aggregate to qualify.

Select list will be prepared by arranging candidates in order of merit.

\*'Outstanding' would mean 'Very Good' with recommendation for accelerated promotion by the higher authority.

## SPECIFICATIONS FOR TEST/TRADE TEST

| POST BEING FILLED UP                                                                    | NATURE OF TEST/TRADE TEST                                                                                                                                                                                                                                             | ELIGIBILITY            |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Private Secretary(S-8)                                                                  | Stenography @ 100 w.p.m. for 5 minutes. (For those who have not passed @ 100 w.p.m.).                                                                                                                                                                                 |                        |
| Jr.Assistant-Cum-Typist (English/Hindi)(S-6)/ Receptionist-Cum-Telephone Operator (S-6) | <p>a) Typing test @ 30 w.p.m. for 10 min. in English and also in Hindi (for Hindi work).</p> <p>b) Knowledge of English/ Hindi translation for Hindi work.</p> <p>Those who apply against requirement of RCTO will be required to pass the operational test also.</p> | Minimum Matriculation. |
| Jr. Steno(S-6)                                                                          | <p>Stenography at</p> <p>i) 80 w.p.m. for 6 min. for English.</p> <p>ii) 80 w.p.m. for 6 min. for Hindi</p>                                                                                                                                                           |                        |
| Driver(S-4)                                                                             | Operational test as for direct recruitment                                                                                                                                                                                                                            | Minimum Class VI Pass  |

**PROCEDURE FOR DEALING WITH PROMOTION/ CONFIRMATION OF EMPLOYEES PENDING DISCIPLINARY PROCEEDINGS AND ON CONCLUSION OF SUCH PROCEEDINGS**

**1.0 PROMOTION/CONFIRMATION PENDING DISCIPLINARY PROCEEDINGS**

- 1.1 The case of an employee where disciplinary proceedings have been initiated departmentally or by Vigilance Department or CBI or by any other Agency may be considered for promotion on merit as if there is no case against him/her.
- 1.2 In case the employee is found suitable for promotion on merit, his/her case will be dealt with as follows:
- a) His/her promotion will not be withheld unless the charge memorandum/charge sheet is issued to him/her.
  - b) His/her promotion will be withheld if he/she is under suspension.
- 1.3 The same principles would also be followed in respect of confirmation.

**2.0 PENDING PROSECUTION**

- 2.1 If an employee is being prosecuted in the Court of Law, his/her case for promotion will be dealt with as at para 1.2 above.
- 3.0 The authority concerned shall review the cases of employees recommended by the DPC pending conclusion of Disciplinary Proceedings periodically.

**4.0 PROCEDURE FOR AD-HOC PROMOTION**

- 4.1 In case where disciplinary/court proceedings may not be concluded even after the expiry of two years from the date from which the employee had first been found suitable for promotion but his/her promotion had been kept in abeyance because of such proceedings, provided the employee is not under suspension, the competent authority may review the case to consider:
- a) Whether the charges are grave enough to warrant continued denial of promotion and promotion of the employee will be against company interest;
  - b) Whether there is no likelihood of the case coming to a conclusion in the near future and
  - c) The delay in the finalisation of proceedings, whether departmental or in a court of law, is not directly or indirectly attributable to the employee concerned.
- 4.2 Where the departmental proceedings or court case have arisen out of the investigation conducted by the Central Bureau of Investigation, the competent authority should also consult the Central Bureau of Investigation and take their views into account.
- 4.3 After a decision is taken to promote an employee on an adhoc basis as indicated above, an order of promotion may be issued making it clear in the order itself that:
- i) The promotion is being made on purely adhoc basis and the adhoc promotion will not confer any right for regular promotion, and
  - ii) The promotion shall be "until further orders," it should also be indicated in the orders that the competent authority will reserve the right to cancel the adhoc promotion and revert the employee to the post from which he was promoted, at any time.
- 4.4 If the employee concerned is acquitted in the court proceedings on the merits of the case or exonerated in departmental disciplinary proceedings, the adhoc promotion, already made may be confirmed and the promotion treated as a regular one from the date of the adhoc promotion with all attendant benefits.

- 4.5 If the employee concerned is not acquitted/ exonerated in the court proceedings or the departmental proceedings, the adhoc promotion already granted should be brought to an end.

#### 5.0 **PROMOTION/CONFIRMATION AFTER A PENALTY HAS BEEN IMPOSED**

In case an employee has been punished as a result of disciplinary proceedings or convicted by a court of Law the following procedure will be observed for giving his/her promotion/confirmation :

- a) Wherever an order imposing a penalty specified the period of penalty, during the pendency of such period the employee would not be promoted/ confirmed.
- b) Where the disciplinary authority has not laid down any specific period of penalty, on imposition of such penalty the factors, namely, integrity, penalty imposed, appraisal, seniority, qualification etc. should be taken into account by the selection committee/competent authority for arriving at a decision in determining the suitability for the promotion of the concerned employee.

#### 6.0 **FILLING UP OF POST**

- 6.1 After an employee concerned is completely exonerated he/she should be promoted without further review.
- 6.2 On promotion, the date of entry of such an employee should be fixed from the date he/she would have been ordinarily promoted if there was no case against him/her.
- 6.3 On promotion, the pay of such an employee should be fixed to ensure that he/she receives such increments which he/she would have got if his/her promotion was withheld, provided the employee is completely exonerated. However, if the employee gets benefit of doubt or delay in proceedings be directly attributable to him/her etc. in such case whether he/she will be entitled to any arrears of pay for the period of notional promotion, if so to what extent, will be determined by the competent authority by taking into consideration all the facts and circumstances of disciplinary/criminal proceedings. Where the authority denies arrears of salary or part of it, it will record its reasons for doing so.

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**SCHEME FOR PERIODICAL REVIEW FOR ENSURING PROBITY & EFFICACY  
AMONG EXECUTIVES**

(Circular no P&T:03:033:16:929 dated 18.02.2017)

**PREAMBLE**

To ensure probity and efficacy amongst the CPSEs employees, Government has issued instructions vide DPE O.M. F.No.DPE-GM-01-0001-2015-GM-FTS-4857 Dt.14.12.2015 prescribing review of employees of CPSEs upon completion of specified years of service or attaining specified years of age. In this regard, while framing the scheme the observations of the Hon'ble Supreme Court in the relevant cases has also been considered:-

1. DoPT has also drawn attention to the observation made by the Hon'ble Supreme Court in State of Gujarat Vs Umedbhai M. Patel, 2001 (3) SCC 314, which are as follows:
  - (i) Whenever the services of a public servant are no longer useful to the general administration, the officer can be compulsorily retired for the sake of public interest.
  - (ii) Ordinarily, the order of compulsory retirement is not to be treated as a punishment coming under Article 311 of the Constitution.
  - (iii) "For better administration it is necessary to chop off dead wood, but the order of compulsorily retirement can be passed after having due regard to the entire service record of the officers."
  - (iv) Any adverse entries made in the confidential record shall be taken note of and be given due weightage in passing such order.
  - (v) Even un-communicated entries in the confidential record can also be taken into consideration.
  - (vi) The order of compulsory retirement shall not be passed as a short cut to avoid Departmental enquiry when such course is more desirable.
  - (vii) If the officer was given a promotion despite adverse entries made in the confidential record that is a fact in favour of the officer.
  - (viii) Compulsory retirement shall not be imposed as a punitive measure.
2. As far as integrity is considered, the following observations of the Hon'ble Supreme Court, while upholding compulsory retirement in the case of S. Ramachandra Raju vs State of Orissa, may be kept in view:-

*"The officer would live by reputation built around him. In an appropriate case, there may not be sufficient evidence to take punitive disciplinary action of removal from service. But his conduct and reputation is such that his continuance in services would be menace to public service and injurious to public interest"*

Thus while considering integrity of an employee, actions or decisions taken by the employee which do not appear to be above Board, complaints received against him, or suspicious property transactions, for which there may not be sufficient evidence to initiate departmental proceedings, may be taken into account. Judgment of the Apex Court in the case of Shri K. Kandaswamy, I.P.S. (TN:1966) in K. Kandaswamy vs Union of India & Anr, 1996 AIR 277, 1995 SCC (6) 162 is relevant here. There were persistent reports of Shri Kandaswamy acquiring large assets and of his getting money from his subordinates.

He also indulged in property transactions which gave rise to suspicion about his bonafides. The Hon'ble Supreme Court upheld his compulsory retirement under provisions of the relevant Rules.

3. Similarly, reports of conduct unbecoming of a Government servant may also form basis for compulsory retirement. As per the Hon'ble Supreme Court in State of U.P. and Others vs Vijay Kumar Jain, Appeal (Civil) 2083 of 2002:-

*"If conduct of a Government employee becomes unbecoming to the public interest or obstructs the efficiency in public services, the Government has an absolute right to compulsorily retire such an employee in public interest"*

4. **TITLE & APPLICATIONS:**

- 4.1. These rules shall be called Scheme for Periodical Review of Probity & Efficacy amongst Executives 2017.
- 4.2. These rules will come in to force from the date of order issued for applicability of the scheme.
- 4.3. These rules will apply to all executives below Board level.

5. **OBJECTIVE:**

The objective of the scheme is to strengthen the administration by ensuring probity and efficacy among Executives. Whenever the services of an Executive are no longer useful to the Company, the Executive can be retired prematurely for the sake of Public interest.

6. **DEFINITIONS:**

- 6.1. **COMPANY:** Company means MSTC Limited and may be referred as the Company/ MSTC.
- 6.2. **EXECUTIVE:** All officers employed below Board level, employed in scale E-0 onwards.
- 6.3. **COMMITTEE:** Committee for the purpose of these rules shall be as constituted by Competent Authority.
- 6.4. **COMPETENT AUTHORITY:** Chairman-cum-Managing Director or his authorized representative.
- 6.5. **APPROVING AUTHORITY:** As defined under clause No.8.3 of this scheme.
- 6.6. **REVIEWING AUTHORITY:** As defined under clause No. 8.3 of this scheme.

7. **CRITERIA:**

- 7.1. Criteria to be followed by the Committee in making their recommendations would be as follows:

- 7.1.1. Executives whose integrity is doubtful –  
An Executive who gets an adverse comment consecutively for three years on his integrity in his Annual Performance Appraisal Report immediately preceding the quarter in which he/she is to be assessed would be recommended for premature retirement.  
Actions or decisions taken by the Executive which do not appear to be above Board, complaints received against him may be given due cognizance while considering integrity of an Executive. Inputs from Vigilance Department may also be obtained in cases where integrity of Executives is doubtful.
- 7.1.2. Executives who are found to be ineffective. The basic consideration in identifying such Executive should be the fitness/competence of the Executive to continue in the post which he/she is holding –  
In such case, inefficiency would be evaluated on basis of the appraisal report. If in the opinion of the Approving Authority, for reasons to be recorded in writing, an Executive's performance is considered to be unsatisfactory, on the basis of his securing a poor APAR rating.
- 7.1.3. The said assessment should not be confined to the consideration of Performance Appraisals/ Grading/ Merit ratings alone. In every assessment, the entire service records of the Executive should be considered.
- 7.1.4. An Executive's conduct and reputation is such that his continuation in service would be a menace and injurious to public interest, the same can also form a basis for premature retirement of an Executive.
- 7.1.5. While the entire service record of an Executive should be considered at the time of assessment, no Executive should ordinarily be retired on grounds of



ineffectiveness if his service during the preceding five years immediately preceding the quarter in which he/she is to be assessed or where he has been promoted to a higher post during that 5 year period, his service in the highest post, has been found satisfactory. However, when an Executive is recommended for premature retirement on grounds of doubtful integrity, there is no such stipulation.

- 7.1.6. No Executive should be ordinarily retired on ground of ineffectiveness; if in any event, he/ she would be retiring on superannuation within a period of one year from the date of consideration of his case. However, it is clarified that if there is a steep fall in competence, efficiency or effectiveness of an Executive, it would be open to assessment his/ her case for premature retirement.

7.2. The rule relating to premature retirement should not be used:-

- 7.2.1. To retire an executive on grounds of specific acts of misconduct, as a short-cut to initiating formal disciplinary proceedings; or
- 7.2.2. For reduction of surplus manpower or as a measure of effecting general economy without following the rules and instructions relating to retrenchment.
- 7.2.3. Based on the assessment under the scheme carried out in each quarter as per the scheme, a summarized report for the Calendar year will be generated by Personnel Department for onward transmission to Ministry/ any other Govt. agency, as required.

## 8. PROCEDURE:

The premature retirement, which is made in the public interest, is not to be treated as a punishment and shall be carried out after a comprehensive assessment taking into account the entire service record of the concerned Executive.

- 8.1. Assessment of Executives under the scheme, to ascertain as to whether an Executive in a substantive post should continue in the employment of the Company, shall be carried out six months before the Executive attains the age of 50 years if he had entered the service before attaining the age of 35 years, and in any other case after he has attained the age of 55 years, as the case may be.

- 8.2. In every assessment, the entire service records should be considered. The expression "Service Record" will take in all relevant records and, hence, the assessment should not be confined to the consideration of Performance Appraisals/ Grading/ Merit ratings. The personal file of the concerned Executive may contain valuable information and the same may also be referred for assessment purpose. The work and performance of the Executive could also be assessed by looking into files dealt with by him/her or in any papers or reports prepared and submitted by him/her.

The assessment of an executive under the scheme shall be conducted in the prescribed proforma **Annexure-I**. The case of assessment of the executive whose integrity was doubtful under the criteria shall be routed through Vigilance Department.

- 8.3. In order to undertake the assessment of Executives at Departmental level, Committees will be constituted. The constitution of the Committees (not less than 3 members) to assess the probity and efficacy of Executives will be as under:

| Level/ Grade of Executives         | Committee composition                                                                                                                                          | Approving Authority | Reviewing Authority |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| Executives in E-0 to E-6 grades    | HoD of Personnel Dept., HoD of Finance Dept. and HoD of Concerned Dept./Region/Branch and SC/ST representative, if SC/ST Executive is there in the assessment. | C.M.D.              | Board               |
| Executives in E-7 Grades and above | Committee consisting of two Functional Directors and SC/ ST Representative, if SC/ST Executive is there in the assessment.                                     | Board               | Board               |

**Note:-**

- i] In case there is any female executive whose case is to be kept for assessment, a female executive shall be co-opted in the committee who shall be at least one level above the scale of female executive whose case is under assessment.
- ii] The members of the committee shall be at least one level above the scale of the executives whose case is under assessment.

The Committees, as shown above, after carrying out the assessment will recommend the cases of Executives required to be retired prematurely.

Based on the recommendations of the Committees, if the Approving Authority is of the opinion that it is in the public interest to do so, he will have the absolute right to retire any Executive by giving him requisite notice. The assessment of an executive under the scheme shall be conveyed in the prescribed order in proforma **Annexure-II** for his or her pre-mature retirement from the services of the company.

#### 8.4. Issuance of order & acknowledgement:

- 8.4.1. The order of pre-mature retirement shall be issued to the executive and his acknowledgement shall be obtained in presence of two independent witnesses and their signature shall also be obtained.
- 8.4.2. In case the employee refuses to accept his/her order of pre-mature retirement along with the cheque equivalent to 3 months notice pay, it should be ensured that the refusal of the employee is to be noted in presence of two witnesses under their signature.
- 8.4.3. In such case, copy of the order of pre-mature retirement to the employee shall be sent under registered post / Speed post with acknowledgement to the individual at the last official known address with a covering letter stating that effort was made to deliver by such as such on so and so date in presence of two witnesses and that the employee has refused to accept the same. Consequently under such circumstances, copy of the said order is being sent by registered post for his or her record.
- 8.4.4. In such case where the employee was refused to accept the order of pre-mature retirement the effective date of his pre-mature retirement shall be the following date since when the employee has refused to accept the order along with cheque of equivalent to 3 months notice pay.

8.5. A register of Executives who are due to attain the age of 50/55 years, as the case may be / will be maintained. The register should be scrutinized at the beginning of every quarter by the Personnel Department. Assessment has to be carried out as per the schedule given below.

| Sl. No. | Quarter in which assessment is to be made | Cases of Executive who will be attaining the age of 50/ 55 years as the case may be, in the quarter indicated below |
|---------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 1.      | January to March                          | July to September of the same year                                                                                  |
| 2.      | April to June                             | October to December of the same year                                                                                |
| 3.      | July to September                         | January to March of the next year                                                                                   |
| 4.      | October to December                       | April to June of the next year                                                                                      |

- 9. The Company may at any time after an executive has attained the age of 50/55 years retire him pre-maturely in public interest. However, non-adherence to the time-lines as indicated at point 8.5 due to certain administrative exigencies shall not take away the power of appropriate Authority to pre-maturely retire an executive under the scheme. Therefore, review of an executive can be undertaken even after he/she has attained age of 50/55 years in cases covered by the scheme.  
(Added vide 302<sup>nd</sup> Board meeting held on 14.12.2020; circular no P&T/03/033/16/1347 dated 07.01.2021)
- 10. An Executive who is prematurely retired will be entitled to the following, subject to fulfillment of conditions/terms stated in the relevant schemes, rules, etc.:
  - 10.1. Pay for the notice period of three months or as may be applicable to him under his terms and conditions of service.
  - 10.2. Leave salary as per the Leave Rules applicable to the Executive as in case of superannuation.
  - 10.3. Provident fund subject to the provisions of the Provident Fund Rules applicable to him.

- 10.4. Gratuity for each completed year of service or part thereof as admissible under the Gratuity Rules.
  - 10.5. The post retirement medical benefits under MSTC Post Retirement Medical Benefit (PRMB) as per rules of the company.
  - 10.6. MSTC Employees' Pension Scheme and the Rules & Regulations of MSTC Employees' Pension Scheme (Subject to approval of Ministry of Steel).
  - 10.7. Any other scheme, which is applicable in case of superannuating Executives.
11. There is also no bar on the Company to review any such cases again where it was decided earlier to retain the executive, but the Appropriate/Appointing Authority is of the opinion that it is expedient to undertake the review again on account of changed circumstances, in public interest. In such cases, the Appropriate Authority is expected to demonstrate visible meticulousness as such executives have been found effective on earlier occasion for retention in service.  
(Added vide 302<sup>nd</sup> Board meeting held on 14.12.2020; circular no P&T/03/033/16/1347 dated 07.01.2021)

## 12. PROCEDURE FOR CONSIDERATION OF REPRESENTATION:

Under the Scheme, if any Executive, whose case is reviewed and the Order of compulsory retirement passed against him, is aggrieved by the Order, he may submit representation within 30 days in the prescribed proforma **Annexure-III** for review to the Reviewing Authority as per following procedure.

- 12.1. On receipt of the representation, the Reviewing Authority should examine the same to see whether it contains any facts or any aspect of a fact already known but which was not taken in to account at the time of issue of order of premature retirement. This examination should be completed within two weeks & final order passed within 30 days from the date of receipt of the representation.
- 12.2. In case it is decided to reinstate any prematurely retired executive in the services after considering his representation in accordance with these instructions, the period intervening between the date of premature retirement and the date of reinstatement shall be treated as duty, or as leave or as dies-non, as the case may be, taking into account the merits of each case.
- 12.3. Where the review representation Committee records a definitive finding that the premature retirement of the executive was on account of political or personal victimization, the intervening period should be treated as duty with full pay and allowances. In other case, it would not be appropriate to treat the period during which the employee had not worked, on duty and allow him the duty pay for the same. In such cases, the period may hitherto be treated as leave due and admissible or dies-on, as the authority ordering reinstatement may decide.
- 12.4. In the cases of an employee who had been prematurely retired on grounds of inefficiency and by the time the Committee to consider the representations against such premature retirement came to the conclusion that premature retirement was unjustified, the date of superannuation of the employee has already arrived or had passed, the authority empowered to pass final orders may at its discretion, reinstate the superannuated executive notionally with effect from the date of compulsory retirement and treat the period upto the date of superannuation, as duty, leave or dies-non as may be considered appropriate by the competent authority.
- 12.5. Representations from executives who have been served with a notice/order of premature retirement, but have obtained stay order(s) from a court against the order/notice of premature retirement, need not be dealt until the disposal of the court cases. Therefore, the cases may be examined as outlined above, also taking into account any material of a substantive nature that may feature in the court's judgment.
- 12.6. The Reviewing authority shall dispose off the same within 30 days from the receipt of the appeal in the format **Annexure-IV**.

## 13. SAVING:

- 13.1. The above provision of the Scheme can be modified, altered or withdrawn with the approval of the Chairman and Managing Director.
- 13.2. For interpretation of any provisions of the Scheme, decision of the Chairman and Managing Director will be final and binding.

**14. EFFECTIVE DATE:**

The Rules shall come into force from the date of approval.

\*\*\*\*\*

**MSTC LIMITED**  
**(225-C, A.J.C. Bose Road, Kolkata – 700020)**

**ORDER ISSUED UNDER THE SCHEME FOR PERIODICAL REVIEW FOR ENSURING PROBITY  
AND EFFICACY TO RETIRE AN EXECUTIVE OF MSTC LIMITED**

**O R D E R**

Whereas under the provisions of Scheme for Periodical Review for Ensuring Probity and Efficacy, the assessment committee is of the opinion that it is in the public interest to do so;

Now, THEREFORE, in exercise of the powers conferred for the assessment to the duly constituted committee under the Scheme, hereby, gives notice to Shri \_\_\_\_\_ (designation) \_\_\_\_\_ that he/she having already attained the age of fifty/fifty-five years, having completed \_\_\_\_ years of service on \_\_\_\_\_, shall pre-maturely retire from services of the Company on \_\_\_\_\_ after duty hours of the day following the date of expiry of three months computed from the date following the date of service of this notice on him. If he so desires, he may represent in writing to Reviewing Authority within 30 days from the date this notice is served on him/her.

This communication is being issued with the approval of approving authority.

**HEAD OF DEPARTMENT (P&A)**

-----

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, now holding the post of \_\_\_\_\_

hereby acknowledge the receipt of the original notice of the order of retirement as aforesaid.

Kindly acknowledge the receipt of the order.

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

EMP No.: \_\_\_\_\_

Designation: \_\_\_\_\_

Office: \_\_\_\_\_

## ANNEXURE – II

**FORM-I**  
**PROFORMA FOR ASSESSMENT OF THE EXECUTIVE UNDER SCHEME FOR**  
**PERIODICAL REVIEW FOR ENSURING PROBITY AND EFFICACY**

**I. BIO-DATA**

OFFICE: \_\_\_\_\_

DATE ASSESSMENT: \_\_\_\_\_

| Name | Date of Birth | Date of appointment in service | Date of completion of 50/55 years of age | Total No. of year of service | Break in service caused, if any |
|------|---------------|--------------------------------|------------------------------------------|------------------------------|---------------------------------|
| 1    | 2             | 3                              | 4                                        | 5                            | 6                               |

| Present Designation | Present Scale of pay / grade | Office presently employed | Details of posts held during last 5 years |      |    |
|---------------------|------------------------------|---------------------------|-------------------------------------------|------|----|
|                     |                              |                           | Designation                               | From | To |
| 7                   | 8                            | 9                         | 10                                        |      |    |

**II. ASSESSMENT**  
**PERFORMANCE REPORT OF THE CONTROLLING OFFICER ON THE BASIS OF LAST**  
**FIVE YEARS SERVICE**

(To be recorded by an officer not lower than a Senior Scale Officer)

|     |                                                                                                 |      |              |     |      |          |
|-----|-------------------------------------------------------------------------------------------------|------|--------------|-----|------|----------|
| 11. | (a) Is he physically and mentally fit to discharge duties effectively, if continued in service? | Yes  |              | No. |      | Remarks: |
|     | (b) His attendance                                                                              | Good | Satisfactory |     | Poor | Remarks: |
|     | (c) His punctuality                                                                             | Good | Satisfactory |     | Poor | Remarks: |
|     | (d) Does he deal with correspondence promptly?                                                  | Yes  |              | No. |      | Remarks: |
|     | (e) Does he take decision?                                                                      | Yes  |              | No. |      | Remarks: |
|     | (f) Are his recommendations sound and fruitful?                                                 | Yes  |              | No. |      | Remarks: |
|     | (g) Is he cost conscious?                                                                       | Yes  |              | No. |      | Remarks: |
|     | (h) Can he maintain discipline amongst subordinate?                                             | Yes  |              | No. |      | Remarks: |

12. Comments on:
- Integrity:
  - General Conduct:
  - Performance during last 5 years:
- Signature  
Name:  
Designation:

## III. RECORD OF SERVICE DURING HIS ENTIRE CAREER

|                                        |                                                       |                      |         |
|----------------------------------------|-------------------------------------------------------|----------------------|---------|
| Appreciation of good work done, if any | Particulars of penalties imposed, if any with reasons |                      |         |
|                                        | Nature of penalty imposed                             | No. of times imposed | Reasons |
| 13                                     | 14                                                    |                      |         |

## 15. REMARKS RECORDED IN THE APARS, DURING THE LAST 5 YEARS, IF MAINTAINED (APARS SHOULD BE ATTACHED)

|                                                             | Year | Year | Year | Year | Year |
|-------------------------------------------------------------|------|------|------|------|------|
| [A] Final Grade                                             |      |      |      |      |      |
| [B] Remarks about integrity                                 |      |      |      |      |      |
| [C] Adverse remarks, if any :                               |      |      |      |      |      |
| [D] Whether adverse remarks were communicated to employee : |      |      |      |      |      |

## 16. ATTENDANCE PARTICULARS FOR PREVIOUS FIVE YEARS

|                        | Year | Year | Year | Year | Year |
|------------------------|------|------|------|------|------|
| [1] Sick Leave         |      |      |      |      |      |
| i] Full Pay :          |      |      |      |      |      |
| ii] Half Pay:          |      |      |      |      |      |
| [2] Leave not due :    |      |      |      |      |      |
| [3] Leave without pay: |      |      |      |      |      |

## 17. PARTICULARS OF VIGILANCE CASES PENDING, IF ANY

## 18. SPEAKING ORDERS OF THE ASSESSMENT COMMITTEE

File No.:

Signature:

Name

Designation

Date:

(MEMBER)

(MEMBER)

(MEMBER)

## 19. IN CASES OF RETIREMENT ON GROUNDS OF 'DOUBTFUL INTEGRITY' ONLY, THE REMARKS/ RECOMMENDATIONS OF THE VIGILANCE DEPARTMENT.

NAME:

DESIGNATION:

DATE:

## 20. (IN CASE OF APPEAL):-

The Speaking orders of the Reviewing authority

Signature:

Name:

Designation:

Date:

(REVIEWING AUTHORITY)

**MSTC LIMITED**  
**225 C, A.J.C. Bose Road, Kolkata-20**

**APPEAL BEFORE REVIEWING AUTHORITY UNDER SCHEME FOR PERIODICAL  
REVIEW FOR ENSURING PROBITY AND EFFICACY OF THE EXECUTIVES  
(Appeal for review)**

Vide order No. \_\_\_\_\_ date \_\_\_\_\_, I have been retired on premature basis from the services of the company under the provisions of the Scheme for Periodical Review for Ensuring Probity and Efficacy of the executives.

I am aggrieved by the aforesaid order and am preferring an appeal against the said order before the Reviewing Authority to review my case on the following grounds:-

- 1] \_\_\_\_\_
- 2] \_\_\_\_\_
- 3] \_\_\_\_\_
- 4] \_\_\_\_\_
- 5] \_\_\_\_\_

Submitted before the reviewing authority.

(Signature of the Appellant) \_\_\_\_\_

Name \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



**MSTC LIMITED**  
225 C, A.J.C. Bose Road, Kolkata-20

**ORDER OF REVIEWING AUTHORITY ISSUED UNDER SCHEME FOR PERIODICAL  
REVIEW FOR ENSURING PROBITY AND EFFICACY OF THE EXECUTIVES**

**(Order of Reviewing Authority)**

Whereas Shri \_\_\_\_\_ Designation \_\_\_\_\_ (Appellant)  
has submitted an appeal against the order No. \_\_\_\_\_ dated \_\_\_\_\_ issued for  
his pre-mature retirement under the Scheme for Periodical Review for Ensuring Probity and Efficacy of  
the executives.

Now, therefore, in exercise of the powers conferred under the Scheme, on careful consideration of the  
appeal and grounds submitted for review by the appellant, I have decided to consider / not to consider  
his appeal for the following reasons:-

- 1] \_\_\_\_\_
- 2] \_\_\_\_\_
- 3] \_\_\_\_\_
- 4] \_\_\_\_\_
- 5] \_\_\_\_\_

In view of the above the appeal preferred by the appellant is considered / not considered and thus  
disposed off.

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Reviewing Authority)



### **POLICY ON HUMAN RESOURCE MANAGEMENT SYSTEM**

| <b>Para</b> | <b>Content</b>                                         |
|-------------|--------------------------------------------------------|
| 1.0         | Introduction                                           |
| 2.0         | Objectives                                             |
| 3.0         | Scope                                                  |
| 4.0         | Actionable Points                                      |
| 5.0         | Components of Human Resource Management Systems (HRMS) |
| 6.0         | Steps for implementation of HRMS                       |
| 7.0         | Approving Authority                                    |
| 8.0         | Tenure Of The Policy                                   |
| 9.0         | Rules And Procedures                                   |
| 10.0        | Saving Clause                                          |
| 11.0        | Commencement                                           |

## 1.0 INTRODUCTION

In the era of digitization, effective management of data & information is vital for success of any organization. In HR functions it is important to develop systems of maintaining employee related information for which organization put in place and implement the policies, procedures, structures and systems. Human Resource Management System (HRMS) is one such system which helps in capturing and storing relevant information w.r.t. each individual employee to aid planning, analyzing manpower profile, decision making in deployment and succession planning etc., and generation of various information & reports as per the organizational requirement. Hence, there is a need for developing formal data governance framework for HRMS.

## 2.0 OBJECTIVES

- 2.1 To develop and strengthen an integrated HRMS, for getting accurate and faster information.
- 2.2 Leveraging IT in HR function to enhance transparency, data integrity and ensuring faster delivery of HR related services in the organization.
- 2.3 To ensure integrated, uniform and timely availability of information across the organization.
- 2.4 Moving towards paperless working & enhancing digitization in the organization
- 2.5 To evolve HR analytics and generate MIS reports for decision making.
- 2.6 To maintain comprehensive information about employees' profile.
- 2.7 To improve manpower utilization and manpower rationalization through automation of HR process.

## 3.0 SCOPE

HRMS shall cover all the regular employees of the company.

## 4.0 ACTIONABLE POINTS:

- 4.1 Providing IT infrastructure (Hardware/ software/network & other ICT tools) to create and support HRMS /Introduction of ERP.
- 4.2 Data Collection in uniform & structured format and carrying out 'AS IS & TO BE' study in the organization.
- 4.3 Effective implementation of HRMS relies on quality data, hence, the need to have full clarity on data ownership, accountability, access, usage, and management.
- 4.4 Setting out the policy framework and rules to ensure proper data management, data storage, back-up and recovery, data security and maintaining data integrity.
- 4.5 Data Controllers, Data Custodians and Users to be clearly defined and their roles & responsibilities to be specified.
- 4.6 Data Controllers should ensure that employees' data is kept accurate and consistent all the time.
- 4.7 A C&IT officer to be assigned the role of Data Custodian to carry out specific operational responsibilities to ensure the protection of data.
- 4.8 Data Governance Framework to be established which takes all the necessary precaution to avoid HRMS data to be disclosed or accessed by unauthorized persons/bodies. Provision of Login Id and password to be made for accessing the HRMS System. Different User groups to be assigned different access rights, based on the requirement. Procedures for amending /updating personal details to be clearly specified.
- 4.9 Operating guidelines to be framed and informed to all the stakeholders for effective implementation of HRMS.
- 4.10 Providing specialized and sufficient number of manpower for HRMS.
- 4.11 The company should make provisions and provide sufficient budget for HRMS.
- 4.12 Designing mobile App to ensure faster communication and availability of information to employees shall be explored.
- 4.13 Biometric attendance system (with advanced features) be adopted for effective attendance management system and be linked with payroll function of the Company.

## 5.0 COMPONENTS OF HUMAN RESOURCE MANAGEMENT SYSTEMS

Various components (illustrative) of the HRMS shall be as under:

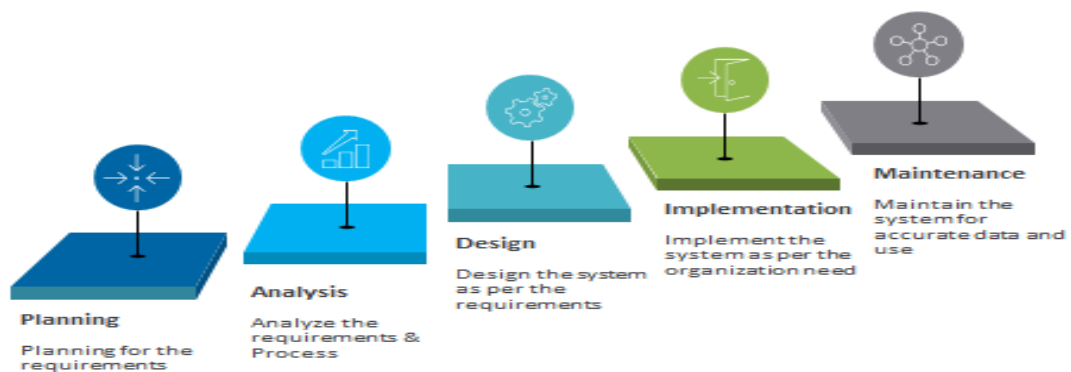
- Employees' Master Database
- Employees' Self Services
- Salary Administration / Payroll Function/ Reimbursements and payments with Online Income Tax projection/Form 16, etc.

- Biometric Attendance systems integrated Leave Management System including encashment, etc.
- Skill Inventory
- Benefits (including medical benefits, retirement benefits etc.,)
- Medical information
- Performance Appraisal (including measurable target setting, training details and attendance details)
- Training & Development
- HR Management-e-Recruitment, Promotion, Exit System
- Employee Feedback & Suggestions
- Online Vigilance clearance with Annual Property returns
- Online official information/distribution window for all employees

## 6.0 STEPS FOR IMPLEMENTATION OF HRMS:

There are following key steps to an effective HRMS system implementation:

- 6.1 Configure the HRMS for the company's process and policies:** The specific policies and workflows associated with HRIS, payroll, and training etc. need to be studied in detail and structure to be designed and configured for how we need the system to work. (As Is & To Be study)
- 6.2 Integration with other systems and convert the company's historical data from legacy system to the new system.** While linking the HRMS with existing systems, it is required to form cross functional teams to deal with the various activities of the HRMS and Change Management etc.
- 6.3** Engagement of consultants may be explored for implementation of HRMS, if required.
- 6.4 Prepare for the system, including budgeting time and money for implementation, training, and communications.**
- 6.5** Illustrative Steps involved in setting up HRMS are:
  - a) **Steps in planning:**
    - Inception of data
    - Feasibility study
  - b) **Steps in analyzing:**
    - As Is & To Be study
    - Assessing and analyzing the process
  - c) **Steps in designing:**
    - Examining the flow of information
    - Identification of gaps and culture
    - Data Security
  - d) **Steps in implementing:**
    - Training
    - Tailoring the system
    - Collecting data
    - Testing the system
    - Starting ups and Go live
    - Integrating remaining modules
  - e) **Steps in maintenance:**
    - Maintenance & updating HRMS
    - Back up & Auditing



An Integrated and Online HRMS, which encompasses whole of the human resource management process from appointment to retirement, will enhance the quality of service delivery and decision making in the CPSEs.

**7.0 APPROVING AUTHORITY:**

Approving Authority for this policy shall be Board of Directors of the Company.

**8.0 TENURE OF THE POLICY:**

The Policy shall be reviewed at the end of every 5 years to assess its efficacy in meeting its objectives, and making suitable changes, if required.

**9.0 RULES AND PROCEDURES**

**9.1** CMD shall be authorized to frame and issue rules & procedures, executive instructions as & when required under this policy.

**9.2** HOD (P&A) shall issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

**10.0 SAVING CLAUSE:**

The Company reserves the right to modify, review and amend any provision of the Policy or withdraw this Policy without any prior notice.

**11.0 COMMENCEMENT:**

The date of commencement of policy will be with effect from 01.04.2021.

\*\*\*\*



### **MANPOWER PLANNING POLICY**

| Para | Content                                        |
|------|------------------------------------------------|
| 1.0  | Introduction                                   |
| 2.0  | Objectives                                     |
| 3.0  | Manpower Planning –Type & Techniques           |
| 4.0  | Manpower Advisory Board/Committee              |
| 5.0  | Process of formulation of Annual Manpower Plan |
| 6.0  | Manpower Budget and Recruitment plan           |
| 7.0  | Outsourcing                                    |
| 8.0  | Approving Authority                            |
| 9.0  | Tenure of the Policy                           |
| 10.0 | Rules & Procedures                             |
| 11.0 | Saving Clause                                  |
| 12.0 | Commencement                                   |

## 12.0 INTRODUCTION

Manpower Planning is a very crucial HR function which plays significant role in fulfillment of Company goals w.r.t. ensuring timely availability of skilled Manpower, their judicious deployment and recoupment of critical positions at the same time ensuring overall optimization of Manpower nos. & cost, thus contributing as business partner in the growth of the Company.

## 13.0 OBJECTIVES

- 13.1** To provide the right person at right place at right time with right skill.
- 13.2** To rationalize Manpower number and optimize Manpower Cost.
- 13.3** Conducting study to identify shortages & surpluses of Manpower, assessment and benchmarking of Manpower requirement to ensure optimum utilization of Manpower.
- 13.4** Analyzing the current Manpower inventory, timely forecasting and planning of required Manpower for present and future projects.
- 13.5** To improve Manpower Profile w.r.t. age, qualification and skills.
- 13.6** Facilitating Succession Planning by ensuring availability of Manpower with key competences required at the key positions in the Company.
- 13.7** Creating and maintaining an effective Company structure.
- 13.8** Thrust for redeployment of existing manpower to improve their utilization.
- 13.9** Enhancing Manpower Productivity

## 14.0 MANPOWER PLANNING –TYPE & TECHNIQUES

**14.1** Manpower plan shall be broadly categorized as under:-

- a) **Long term** – Shall be prepared with the perspective of 5 to 10 years keeping in view Vision of the company and emerging business opportunities to grow and diversify in the future.
- b) **Medium term** – Shall be prepared with the perspective of 2-5 years and having directional approach to improve the Manpower profile, utilization, productivity and optimization of Manpower Cost.
- c) **Short term** – Shall be prepared for every financial year with the focus on separation trend, recoupment strategies, thrust on redeployment and ensuring timely manning of existing and new projects with the skilled and competent manpower. While preparing Annual Manpower Plan, medium /long term manpower plan shall also be kept in view, reviewed and dovetailed.

**14.2 Analyzing the existing Manpower inventory-** Manpower Planning (MP) is a two-phased process i.e., identification of requirement at each level and providing manpower budget (numbers). The existing manpower is to be analyzed w.r.t the following, to make future manpower requirement:

- a) Need of Company/unit.
- b) Company structure.
- c) Number of employees required category-wise for existing and upcoming projects/ventures.
- d) Nature of work (Un-skilled, semi-skilled, skilled, technical & professional etc.)
- e) Job descriptions & job specifications.

### 3.3 Suggestive Techniques:

- a) **Manpower study:** This includes informal discussions and formal expert surveys. Company shall strive for conducting periodic Manpower Study by External agency and shall also take inputs from Manpower Audit, wherever applicable, to facilitate short/medium/long term Manpower planning.
- b) **Trend Analysis:** Manpower needs can be projected through extrapolation (projecting past trends), indexation (using base year as basis) and statistical analysis as per the requirement of the Company.
- c) **Workload Analysis:** Depending upon the nature of workload in a department /branch / division /unit of the Company.
- d) **Workforce Analysis:** Depending upon the output expected and the nature of technology being used, requirement of manpower to be analyzed w.r.t. ratio, profile, age, qualification, skillset etc.

- e) **Forecasting manpower cost:** While formulating manpower plan, efforts shall be made to study the department/unit wise manpower cost, its implication and suggestions to optimize the overall manpower cost of the Company.

**15.0 MANPOWER ADVISORY BOARD/COMMITTEE:** Manpower Advisory Board/ Committee (preferably consisting of Functional Directors/HODs) shall be created, whose function will be to assess the Manpower Plan submitted by the HR department. The Advisory Board/Committee shall analyze the Manpower Plan and give its recommendation on the basis of which a detailed Manpower plan & roadmap for the year shall be finalized and approved by CMD before 31<sup>st</sup> March for coming financial year. Mid-year review of implementation of Annual Manpower Plan shall be carried out by Manpower Advisory Board/Committee.

**16.0 PROCESS OF FORMULATION OF ANNUAL MANPOWER PLAN:**

**16.1** In the month of January, each year, department/Regional / Branch offices of the Company should review their requirement of manpower and submit the same to H.R. Department on the following parameters:

- a) Reconciliation of manpower strength (Regular, Fixed Term).
- b) Review of upcoming Technology/improvement of processes.
- c) Skill set required for manning of existing and upcoming facilities.
- d) Impact of phasing out of old facilities/automation.
- e) Exploring the possibilities of redeployment of existing manpower.
- f) Recoupment against expected separation of existing manpower.
- g) Manpower cost and its impact.

**16.2** H R dept. shall study the same and consolidate the requirement and place the report before the Advisory Board/Committee covering the following:

- a) Regional / Branch office/Department wise and total no. of manpower required (i.e. Manpower Budget).
- b) Skill set and grade mix of manpower required.
- c) Manpower projection and trend analysis for the year under consideration and next 3 years along with manpower profile analysis.

**16.3** Based on the recommendation of Manpower Advisory Board /Committee, Manpower Plan shall be approved by the CMD.

**17.0 MANPOWER BUDGET AND RECRUITMENT PLAN:**

Based on the approved Manpower Budget, H.R. Department shall prepare detailed recruitment plan for carrying out recruitment during the financial year.

**18.0 OUTSOURCING:**

Company shall identify the areas where manning can be met out through outsourcing/tenure based engagement, without affecting the core competency of the Company. For optimization of manpower cost and getting better & effective services, outsourcing may be utilized as a tool for Manpower Planning.

**19.0 APPROVING AUTHORITY:**

Approving Authority for this policy shall be Board of Directors of the Company.

**20.0 TENURE OF THE POLICY:**

The Policy shall be reviewed at the end of every 5 years to assess its efficacy in meeting its objectives, and making suitable changes, if required.

**21.0 RULES AND PROCEDURES**

**21.1** CMD shall be authorized to frame and issue rules & procedures under this policy.

**21.2** HOD (Personnel) shall issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

**22.0 SAVING CLAUSE:**

The Company reserves the right to modify, review and amend any provision of the Policy or withdraw this Policy without any prior notice.

**23.0 COMMENCEMENT:**



The date of commencement of policy will be with effect from 01.04.2021.

**\*\*\*\*\***



| Para | Content              |
|------|----------------------|
| 1.0  | Introduction         |
| 2.0  | Objectives           |
| 3.0  | Scope & Definitions  |
| 4.0  | Rotation Type        |
| 5.0  | Periodicity & Plan   |
| 6.0  | Rotation & Placement |
| 7.0  | General              |
| 8.0  | Approving Authority  |
| 9.0  | Tenure of the Policy |
| 10.0 | Rules & Procedures   |
| 11.0 | Saving Clause        |
| 12.0 | Commencement         |

## 24.0 INTRODUCTION

Human resource plays a pivotal role in a business Company. Employee shall be required to move/rotate from one location / department / section / function / project site to another to cater to the Company requirement. Hence, there is a need of a structured ROTATION POLICY which shall cater to the Company needs as well as aspiration of executive for career development.

## 25.0 OBJECTIVES:

- 25.1 To meet the needs of particular unit, department, section & function of the Company as well as to meet the career and developmental needs of employees.
- 25.2 To develop a skill set, enhance the competency level and giving wider range of work experience to employees.
- 25.3 To provide opportunities to employees to work in maximum areas within the company at a fixed time period/regular intervals without losing expertise and specialization.
- 25.4 To facilitate the Succession Management and developing managerial and technical skill for preparing future leader.
- 25.5 To ensure objectivity, transparency and consistency in rotation, transfer, placement and relocation.
- 25.6 To ensure right skill mix and right number of manpower in all the offices.

## 26.0 SCOPE AND DEFINITIONS:

- 26.1 All the regular employees (Executives) shall be covered under this Policy.
- 26.2 Employees are liable to serve in any part of India or abroad where the company has or will have Branches /Regions / Departments/ Establishments/ JV (s)/ Subsidiary(s). Employees may be transferred to company's different offices either in existence or would come into existence and shall be governed by respective transfer rules of the company as may be framed/ amended from time to time.

### 26.3 DEFINITIONS :

26.3.1 **Executive** means regular employees in Executive pay scale except OSD and fixed tenure employees.

26.3.2 **Competent Authority** shall be as per the authority defined under Delegation of Power.

## 27.0 ROTATION TYPE:

The employee may be rotated as under:

- 27.1 Within Department (Intra Department) in different functions/job assignment/sections.
- 27.2 Inter Department in same or different functions/job assignment/sections.
- 27.3 Outside Location (Transfer).

## 28.0 PERIODICITY & PLAN:

- 28.1 The number and level of executives for rotation shall depend upon the Company structure and requirement of the Company.
- 28.2 The rotation should also be within functional areas, specialized functions like Finance and Administration, Operations/General ( including cross functional rotation), Systems, Company Secretarial Department and any other such super specialized/critical functions.
- 28.3 The sensitive posts should be identified and rotation shall be made as per CVC guidelines. Proper succession management must be planned to take care of the posting in identified sensitive areas.
- 28.4 There should not be any rotation outside the hometown in last 2 years of superannuation except on exigency/administrative/disciplinary ground.

**28.5** The rotation outside present location should take place ordinarily after end of academic session (except in case of promotion/ requirement of the Company) for employees, having school and college going children.

**28.6** Periodicity of rotation of employees shall be decided by the Company as per its requirement/need preferably in 5 years.

## **29.0 ROTATION & PLACEMENT:**

The employees shall be required to be rotated or deployed from one location to another on following circumstances in line with the requirement of the Company:

### **29.1 As per the time line in terms of policy:**

The employees shall be rotated within fixed period of time as envisaged in the policy.

### **29.2 Against requirement :**

- a) Rotation of employees shall be made against the operating manpower requirement of office/location.
- b) Criticality of manpower, optimum utilization of donor and recipient department/ office shall be considered.

### **29.3 On Compassionate ground, including Mutual Transfer :**

- a) Shall be based on self -request/mutual request and must be routed through proper channel.
- b) On special situation viz. extreme medical condition of self, spouse and dependents.
- c) Employees once transferred on request shall not be able to apply for another transfer within a period of 5 years of the transfer.
- d) It shall be on case to case basis and on merit of the case, keeping in view of Company interest.
- e) The rotation/transfer shall be recommended by a Committee of Rotation (CoR) and implemented with the approval of Competent Authority.

### **29.4 On promotion:**

The rotation plan shall be decided by the Company, based on requirement and workload and competency.

### **29.5 On exigency (Administrative ground)**

The employee can be rotated on company's exigencies to a particular location / department warranting immediate posting.

## **30.0 GENERAL:**

**30.1** Besides suitability and other relevant factors like nature of posting, difficulty of place etc. shall be considered while recommending /deciding transfers.

**30.2** Personnel Dept. shall be the nodal agency for facilitating the rotation.

**30.3** It shall supersede the existing / previous 'Policy on Transfer of Executives' of the Company.

## **31.0 APPROVING AUTHORITY:**

The Approving authority of this policy will be the Board of Directors of the Company.

## **32.0 TENURE OF THE POLICY:**

The Policy shall be reviewed after 5 years to assess its efficacy in meeting its objectives, and making suitable changes, if required.

## **33.0 RULES AND PROCEDURES:**

**33.1** CMD shall be authorized to frame and issue rules & procedures, executive instructions as & when required under this policy.

**33.2** HOD (P&A) shall issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

**33.3** CMD shall at his discretion, relax the eligibility conditions in exceptional cases, for reasons to be recorded.

**34.0 SAVING CLAUSE:**

The Company reserves the right to modify, review and amend any provision of the Policy or withdraw this Policy without any prior notice.

**35.0 COMMENCEMENT:**

The date of commencement of policy will be with effect from 01.04.2021.

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### **SUCCESSION & CAREER PLANNING POLICY**

| <b>Para</b> | <b>Content</b>                                    |
|-------------|---------------------------------------------------|
| 1.0         | Introduction                                      |
| 2.0         | Objective                                         |
| 3.0         | Scope                                             |
| 4.0         | Process of Succession Planning                    |
| 5.0         | Steps involved in the Succession Planning Process |
| 6.0         | Review by Assessment Committee                    |
| 7.0         | Approving Authority                               |
| 8.0         | Rules and Procedures                              |
| 9.0         | Tenure of the Policy                              |
| 10.0        | General                                           |
| 11.0        | Saving Clause                                     |
| 12.0        | Commencement                                      |

**24.0 INTRODUCTION**

Succession planning is a process for identifying and developing new Leaders who can replace old Leaders when they leave the Company. Succession planning increases the availability of experienced and capable employees that are prepared to assume these roles as they become available. Companies use succession planning as a process to ensure that employees are identified and developed to fill each key role within the company.

**25.0 OBJECTIVE**

- 25.1** To put in place a structured succession planning process for developing a talent pool of "Prospective Successors" for select key positions in the Company.
- 25.2** To facilitate identification of competency requirements for senior management positions, assess potential candidates and develop required competencies through planned interventions.
- 25.3** To encourage a culture that supports transfer of knowledge to "Prospective Successors" and provide a mechanism to enable availability of Personnel with requisite competencies for ensuring seamless transition in senior management positions.
- 25.4** To facilitate effective talent management in the Company.

**26.0 SCOPE**

The policy shall cover Key/Critical Positions and Senior Management Positions of the Company.

**27.0 PROCESS OF SUCCESSION PLANNING**

Succession planning process shall broadly cover the following aspects:

- 27.1** Identification of Key & Critical Positions and Senior Management Positions.
- 27.2** Job Specifications/Descriptions required for the identified positions.
- 27.3** Competency Mapping of existing Talent Pool.
- 27.4** Identification of "Prospective Successors" from the talent pool.
- 27.5** Competency Gap Analysis
- 27.6** Designing suitable HR interventions for development of the "Prospective Successors".
- 27.7** Monitoring and Reviewing.

**28.0 STEPS INVOLVED IN THE SUCSSION PLANNING PROCESS****28.1 Identification of Key /Critical Management Positions**

- a) An account of Key Management Positions, which play a vital role in achievement of Company's goal, shall be prepared in the beginning of every year on the basis of following criteria:
  - Leadership positions such as GMs, HoDs, RM/BMs.
  - Requiring specialized set of skills/abilities and need longer period for replacement.
  - Requiring mandatory qualifications/certifications and professional experiences.
  - Critical and Key positions are identified based on Strategic Impact, Financial Impact, Impact on Talent and People.
  - Requiring defined set of skill, art and/or personal talent.
- b) Management positions falling vacant in next 2-3 years in E7-E8 grades shall be identified.
- c) For select positions such as HoDs and those involving critical roles, identification can be done from amongst E5/E6 grades as well.
- d) This list so prepared shall be reviewed on annual basis and thrust shall be given to ensure availability of successors for the positions appearing in this list.
- e) Updation of this inventory of key positions including positions likely to fall vacant during the next 2 years shall be carried out on Half-yearly basis by Personnel Department at Corporate office.

**28.2 Competency Level for identified Management Positions**

- a) Job Specification/Descriptions for each of the identified position shall be prepared on the basis of Technical and Functional Competencies, Experience and other attributes such as skill level etc. required for the each position.
- b) While preparing job specifications, due care shall be given to applicable Acts/Regulations, Govt. guidelines and business plans of the Company.
- c) Set of core competencies that may be required to perform these job specifications to be identified.

**28.3 Competency Mapping of existing Talent Pool**

- a) Guidelines shall be framed for identification of suitable talent pool with due weightages assigned to different parameters which may inter-alia include the following:
  - Performance Appraisals of last 3 years
  - Past Experience /Cross Functional/Multi-Unit experience
  - Assessment for Competencies, Potential and Values.
  - Vigilance profile including Integrity
  - Educational Qualification/Certifications
  - Length of Service remaining
- b) Based upon laid down criteria, function-wise and grade-wise list of suitable candidates shall be drawn for each identified position to arrive at the Talent pool.

#### **28.4 Identification of “Prospective Successors”**

- a) The identification of “Prospective Successors” from the Talent pool shall be done by a senior level Committee comprising of Functional Directors based upon factors such as suitability and best fitness. If required external experts may also be associated in the committee.
- b) For each identified position in upto E-7 level, at least 3 “Prospective Successors”, shall be earmarked. For positions in E-8 grade, at least 2 successors should be required.
- c) For senior positions of Addl. GM & above, effort should be made for identifying talent pool across the Company for each of the various roles. Only in exceptional conditions, relevance of external successor should be considered.
- d) Each candidate so identified as Prospective successor shall be communicated the decision of the management to this effect and of any change thereupon in future.

#### **28.5 Competency Gap Analysis**

- a) Each “Prospective Successors” shall be evaluated on the basis of Behavioral, Managerial, Technical and Leadership competencies which may inter-alia include the following:
  - Strategic Focus and Growth Orientation,
  - Customer Focus,
  - Commercial Acumen,
  - Execution Excellence,
  - Managing Self,
  - People Management,
  - Managing External Agencies/stakeholders and Change Management.
- b) Company shall introduce/institutionalize Managerial Competence Framework as a mechanism for development of leadership pipeline and effective succession planning.
- c) Inputs so received from the HODs/RMs/BMs will be taken into account for planning development and grooming of the “Prospective Successors”.
- d) Attributes possessed by each “Prospective Successors” shall be matched against the job specifications/descriptions of position in respective function/ grade/role and gaps, if any, shall be identified.

#### **28.6 Designing suitable HR interventions for development of the “Prospective Successors”.**

Based upon gaps identified, suitable HR interventions, which may include the following, shall be designed for preparing the ‘prospective successors’ for assuming higher roles and responsibilities:

- a) **Assignments and on-the-job experience:** Based on the behavioral/technical/functional competencies required for Senior Management Positions identified in the talent pool of the Prospective Successors, a specific set of assignments may be designed by the concerned Functional Director in consultation with HR dept. which may include the following:
  - New projects, which may include strategic plans/initiatives, increased levels of complexity and going beyond the individual’s current job profile, compelling him to learn / exhibit new competencies.
  - Jobs which require managing a cross functional team with specific outcomes and deadlines.



- Association in the Company's strategic planning process etc.
- b) **Exposure to other functions:** In addition to domain knowledge, efforts shall be made to provide a fair exposure to the Prospective Successors in other associated functions. This shall enable them to comprehend/ analyses the issues in a holistic manner.
- c) **Coaching / Mentoring:** To facilitate skill / knowledge transfer between the present incumbents and Prospective Successors, effective coaching and mentoring mechanism shall be in place. This shall involve sharing of experiences, apprising of the challenges in the various positions, providing guidance etc.
- d) **Training and Development :** Executives in the talent pool will be nominated for appropriate Training and Development programs conducted either in-house or by an external agency including online training modules. For each identified position, a list of specialized Management Development programmes to be carried out in association with premier Institutes such as IITs/IIMs etc. shall be prepared and be notified in the beginning of the year. Prospective successors shall be mandatorily required to participate in these programmes and only CMD shall be the Competent Authority to approve any exemptions.
- e) **Job Rotation:** Appropriate job rotation plan will be chalked out for improving the experience profile of the executives in the talent pool and development of technical/functional competencies and broader skills.

## 29.0 REVIEW BY ASSESSMENT COMMITTEE

29.1 Assessment Committee for this purpose shall comprise of following:

| Positions     | Assessment Committee            |
|---------------|---------------------------------|
| E7 & E8 grade | Chairman & Functional Directors |
| E5 & E6 grade | Functional Directors            |
| E4 and below  | Committee of CGMs/GMs/AGMs      |

29.2 Inventory of Prospective Successors and the list of identified positions shall be reviewed by the Committee, preferably once in a year, depending upon the requirement.

29.3 Inputs to be considered by the Committee shall inter-alia include the following:

- a) List containing the broad identification of Prospective Successors for Key and critical management positions done at the Corporate level at the time of finalization of yearly appraisal grading of the Prospective successors by the respective Performance Management Committees.
- b) Inputs about the appraisal reports of Key and critical management positions finalized at corporate level.
- c) Inputs from Managerial Competence Framework.
- d) Details of various initiatives undertaken related to enhancement of the Competencies of the Prospective successors viz. assignments, exposure to other functions, coaching/mentoring, training and development, job rotation etc.
- e) The Committee shall assess the competencies of the talent pool of Prospective Successors and advise appropriate inputs for increasing the competencies of the Talent Pool.
- f) Committee may also recommend parallel placement of executives to Senior Management positions based on requirements.

## 30.0 APPROVING AUTHORITY

Approving authority for the Policy shall be Board of Directors of the Company.

## 31.0 RULES AND PROCEDURES

31.1 CMD shall be authorized to frame and issue rules & procedures under this policy.

31.2 HOD (Personnel) shall be empowered to issue executive instructions as & when required to execute the Policy within its framework, and issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

## 32.0 TENURE OF THE POLICY

The Policy shall be reviewed at the end of every 5 years to assess its efficacy in meeting its objectives, and making suitable changes, if required.

**33.0 GENERAL**

- 33.1** Management reserves the right of placing executives on parallel basis in positions where suitable "Prospective Successors" are not available.
- 33.2** For specialized functions such as Finance & Accounts, Information Technology, Law, Company Secretary, etc. prospective successor shall be normally from within the same function/department.
- 33.3** No provision under this policy shall prevent the management from placing an executive, not necessarily from same function, for positions for which suitable successor(s) is not available.
- 33.4** Entire process and the related data/records pertaining to succession planning exercise in the Company will be kept confidential unless required to be shared under any statutory obligation or court orders.

**34.0 SAVING CLAUSE**

The Company reserves the right to modify, review and amend any provision of the Policy or withdraw the Policy.

**12.0 COMMENCEMENT:**

The date of commencement of policy will be with effect from 01.04.2021.

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### **TRAINING & COMPETENCY DEVELOPMENT POLICY**

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**35.0 INTRODUCTION**

The basic philosophy of the Policy is to make training an effective instrument of enhancing human competency and build perpetual learning Company. Policy envisages Company's commitment to enhance the competency of our human capital and aligning their efforts towards sustained growth and achieving excellence through education, learning & training, hence scripted as under: ***"Company is committed to enhance the competency of human capital for achieving excellence and fulfilling organizational objectives"***.

**36.0 VISION**

"To enhance Company's Productivity, Performance and Sustainability by developing and improving Knowledge, Skill & Competence of human capital in the Company."

**37.0 OBJECTIVES**

- 37.1** To create a culture of excellence & continuous learning to transform Company as a "Learning Company".
- 37.2** To provide exposure of best practices and processes and learning of new enabling systems to improve Competency level of human capital.
- 37.3** Developing a pool of leaders at all levels to drive the organizational initiatives by enhance their competencies to take up higher responsibilities
- 37.4** Achieving higher level of productivity by enhancing competency and utilization of human capital.
- 37.5** To keep employees updated with relevant Statutes, Law, Acts & regulations, Government guidelines, advancement in technology / processes etc.
- 37.6** Enable and empower employees to keep abreast with the state of art technological knowledge and skills thereby ensuring value addition through training to the overall business process and to face any challenges that may come across during discharge of their official responsibilities, ensuring satisfactory services provided to the customers.
- 37.7** Develop a digital ecosystem for providing anytime anywhere learning- empowering the individual to take charge of their learning agenda.
- 37.8** Supporting knowledge management through active engagement of functional managers.
- 37.9** Design and provide qualitative and effective training to increase individual's performance and in turn enhancing Organizational productivity and profitability.
- 37.10** Aligning learning & development activities to achieve business goals and integration of Organizational and individual developmental needs.

**38.0 SCOPE:**

It shall be applicable to all regular employees, including Trainees of the Company. Need based separate schemes / practices shall be formulated to meet the requirement of training of Contract workers etc.

**39.0 INFRASTRUCTURE**

- 39.1** To meet the requirement of Learning & Development (L&D) of Human Capital, Company shall develop and build the adequate infrastructure including video conferencing facilities and other administrative building /office set-up.
- 39.2** Personnel department shall be provided sufficient no. of manpower for effective functioning of the departments. While posting Executives in the Personnel department performance of last 3 years along with attitude/ passion/capability and orientation of individual shall be kept in view so that high performers having positive mindset gets the opportunity to work in the personnel. Ideally, executives in personnel function may be posted for 3 to 5 years or as per requirements of the company so that more no. of Executives can have exposure of working in HR functions.
- 39.3** Internal Trainers / faculty shall be developed to meet the training requirement through internal resources. Database of internal trainers / faculty shall be maintained and uploaded on the Intranet web Portal.
- 39.4** Repository of Training Manuals, Training Modules, Curriculum, and training content on technical /managerial subjects, shall be developed and maintained, Soft/Hard copy and uploaded on Web Intranet Portal.
- 39.5** Training manuals of all Unit Training, Engineering skills, Induction/ Orientation of New Entrants etc. shall be prepared and regularly updated and uploaded in HRD portals.

**40.0 TRAINING ADVISORY BOARD (TAB) / TRAINING ADVISORY COMMITTEE (TAC)**

- 40.1** To ensure commitment, involvement and direction of Top Management, at Company level a 'Training Advisory Board' shall be formed headed by Chairman, all Functional Directors as its member and Head of Personnel shall be Convener of the forum. Every year, TAB shall review the status of L&D activities, identify the Organizational training needs, evolve strategies and issues guidelines & directives.
- 40.2** At Region Office level, 'Training Advisory Committee' shall facilitate implementation of directions of TAB by providing necessary support and guidance to personnel department. TAC shall be headed by the Regional Head of the respective office, Finance Head of such office shall be its members and an executive identified for P&A activities in the office shall be the Convener. Regional Managers will take care of training requirement of specified nearby offices. TAC shall meet on half-yearly basis to review and facilitate progress of Annual Training Plan (ATP) and other L&D initiatives.
- 40.3** Each Regional office shall hold periodic meeting of TAC, in structured manner to ensure monitoring of the progress of L&D activities.

**41.0 TRAINING NEED ASSESSMENT**

- 41.1** Training Need Assessment (TNA) shall be done on annual basis and categorized in following three levels:
- a) Organizational training needs
  - b) Departmental /Functional training needs
  - c) Individual training needs
- 41.2** Organizational Training Needs: This be gathered primarily from MOU target pertaining to training, if any, received from the Administrative Ministry; directions from Corporate Plans, Annual Business Plan, Top Management, TAB /TAC, expectations of stakeholders reflected through interactions, guidance or directives, changes in regulatory & business environment, any study/surveys conducted.
- 41.3** Departmental Training Needs shall be gathered through formal/informal interaction with Functional Heads, Heads of Department (HODs), discussion with various Task Forces / Project Teams and from Change in Technology in particular Area/Field.
- 41.4** Individual Training Needs shall be identified through Online Performance Appraisal System, change in Job Profile, Competency Mapping and Assessment, and requirement for Multi-skill training etc. Individual training needs to be broadly categorised into Technical, Managerial and Behavioural.

**42.0 ANNUAL TRAINING PLAN (ATP) /TRAINING CALENDAR**

- 42.1** Based on the inputs received from Training Needs Assessment, every year in the month of January, Training Department of Plant/Unit shall prepare Annual Training Plan (ATP) and Calendar of Training programs, obtain approval of TAC and upload ATP on the Intranet Web portal before 31<sup>st</sup> March for wide publicity and awareness among employees.
- 42.2** Minimum Training man days target shall be finalized. All the Executives shall be nominated for minimum of 42 hours (physical/online) training at least once in a year, whereas Non-Executives shall be imparted training for minimum of 42 hours (physical/online) duration at least once in two years. However, the company will make efforts to progressively increase duration of training hours.
- 42.3** Training shall not be imparted to the employees who are superannuating within one year.
- 42.4** Company shall strive to utilize the trained manpower in the respective area for maximization of output and benefits of training.

**43.0 INTERNAL / EXTERNAL TRAINING PROGRAMMES**

- 43.1** Based on the identification of training needs and training plan internal /external training programs shall be planned and classified into the following major categories (Illustrative):
- a) Orientation / Induction Programmes
  - b) Unit / On-the Job Training
  - c) Management / Leadership Development Programme (Technical / Behavioural)
  - d) Advanced Management Programme (AMP)
  - e) Achieving Managerial Excellence (AME)

- f) Certification Programmes / Exposure to latest Technology
- g) Skill and Knowledge Transfer
- h) Corporate competitions – Quiz, Business Simulation Games, Theme Based Presentations
- i) Training for Trainers
- j) On the job Training for trade apprentices
- k) IT/Systems Training
- l) Preventive Vigilance Training

| Grade  | Name of Program                                                                 |
|--------|---------------------------------------------------------------------------------|
| MTs    | Induction / Orientation Program (52 weeks)                                      |
| E1/E2  | Management Development Programme –I / Relevant Online Training Modules          |
| E3/E4  | Management Development Programme –II / Relevant Online Training Modules         |
| E5/ E6 | Enhancing Managerial Effectiveness (EME)/ Achieving Managerial Excellence (AME) |
| E7/ E8 | Program for Head of Departments / Advanced Management Programme (AMP)           |

- 43.2** Specialised training programme shall be designed and imparted to E7 and above Grade executives of Company.
- 43.3** Repetitive In-house trainings shall be provided by the Internal Resource Persons (IRP) on various subjects. For this purpose, such faculties shall be imparted formal 'Training for Trainers'.
- 43.4** Every alternate year at least 1(one) training as enumerated at 9.1 above, shall be scheduled to be held for Non-executive employees in all the Regional office. For this purpose, respective regions shall make necessary provision in their budget and calendar at the start of the Financial Year.
- 43.5** External training would be imparted to the Executives and Non-executive employees, specific to their requirements for skill development & job related areas like, developing behavioural and leadership qualities, Executive Development programmes through the various Centre of Excellence like IITs, IIMs, NITs, ICAI, ISTM, etc. and other premier training institutions.
- 43.6 Orientation Training Programmes:**
- 43.6.1 The Company will arrange minimum 3 (three) Week Orientation training programme for the new entrants at induction level, by classroom training to get acquainted with the business activities of the company, its work culture, Company structure, code of conduct to get an overall view of the company and any reputed management institute for training in basic of Management as per Annexure I of the rules framed under this policy.
- 43.6.2 For new entrant at non-induction level, 1(one) week orientation training shall be imparted as per Annexure I of the rules framed under this policy.
- 43.6.3 Design of such programme shall be in line with the Specimen of such training is given at Annexure I of the rules framed under this policy.
- 43.6.4 The senior executives & non-executive employees will provide "on the job" training to the fresh junior executives/ non-executives in their respective areas.
- 44.0 MOU WITH TECHNOLOGY LEADERS / TIE-UP WITH REPUTED ACADEMIC INSTITUTES**
- 44.1** Company may sign MoU or Tie up with Technology leaders and reputed academic institutes to enhance the technical competency of workforce and to equip employees with the knowledge of advanced, new emerging technology / process for better operational efficiency.
- 44.2** Company shall continuously strive to build collaborative relationships with the knowledge institutions and specialist agencies for bringing in latest technology / process to enhance efficiency and performance.
- 44.3** Membership of professional forums shall be encouraged/ taken to provide exposure to new professional development in the respective areas.
- 44.4** Technical presentations by reputed forums shall be organized to keep employees informed and aware with the latest technology in the Industry.

**45.0 FOREIGN TRAINING / TOUR / VISIT**

- 45.1** Company shall evolve/strengthen the scheme / guideline for Foreign Tour / Training / Visit of employees and implement in compliance of Govt. guidelines as well as in line with the Company rules and directives.
- 45.2** Scheme shall elaborate the Categories of Training abroad, Procedure and criteria for selection of individual employees for foreign training, Foreign Exchange admissible during the Tour /Training abroad and other allowances, Provision of Bond, Submission of Training /Tour Report etc.

**46.0 DIGITAL INFUSION IN L& D:**

- 46.1** Considering the evolving business scenario and for leveraging Information Technology, mode and methods of L&D activities shall be shifted from traditional to digital and web based.
- 46.2** Virtual classrooms and Social Learning Platforms shall be encouraged to accelerate learning anytime and anywhere.
- 46.3** Digital Hub of e-learning modules and Knowledge Management System shall be developed and strengthen.
- 46.4** An integrated Training Database shall be developed and linked with the HRMS as well as EPMS in the Company ensuring :-  
 a) Online and real time availability of history of Training and Development imparted to employees.  
 b) Analytical MIS and Reporting system to support decision making.
- 46.5** Web-based Competency Mapping System (CMS) shall be introduced and strengthen for mapping of the competency in Technical and Soft skills of all regular employees.
- 46.6** Online Certification Courses shall be encouraged and linked with the career growth of employees, as per the Organizational need.

**47.0 KNOWLEDGE MANAGEMENT SYSTEMS**

MSTC has Knowledge Management Portal (KMP) to leverage the power of practical knowledge that exists in different areas and provide mechanisms for spreading the same throughout the Company for improving the overall effectiveness at work. Communities of Practice, Electronic Forums for Knowledge sharing Publications and digital Repositories shall be institutionalized.

**48.0 COMPETENCY MAPPING**

Competency mapping is an ongoing process through which the gaps between the required and present levels of skills and competencies are assessed and the data derived is utilized for imparting further training for nurturing the Human Capital. Company shall develop an effective and web based system for Competency Mapping.

**49.0 ASSESSMENT AND DEVELOPMENT CENTRE (ADC)**

- 49.1** ADC is an effective mechanism for assessing the leadership potential of executives and crafting their development in line with the Organizational requirements using the Managerial Competency Framework.
- 49.2** Executives in E5 and above grade shall be considered for exposure for leadership development.

**50.0 FEEDBACK MECHANISM**

- 50.1** At the end of Training programme each participants shall provide the feedback covering:
- Learning's from the Program.
  - The area of present work where the learning can be implemented.
  - Expected benefits in qualitative/ quantitative terms for the Company by implementing the learning.
- 50.2** Employees who undergo training shall fill up the feedback form preferably shall submit to P&A section within 1-2 days in the prescribed form.
- 50.3** Feedback of Reporting Officer shall be taken, after 6 months of attending training by individual in prescribed format, covering following inputs:
- a) Impact of learning on the participant.
  - b) Area of work/behavior where the effect of learning is most visible.
  - c) At what extent the plans for implementation of learning have been carried out.
  - d) Comments on benefits indicated by the participant.

e) Suggestion for improvement.

**50.4** In case of specific knowledge based training programme, pre & post learning feedback system to be adopted.

**51.0 ASSESSMENT OF EFFECTIVENESS OF TRAINING PROGRAMME**

The broad criteria for selecting the programmes for Assessing Effectiveness of Training area as follows:

- Minimum programme duration of 42 hours (physical/online)
- Repetitive in nature
- Helpful for imparting critical skills
- Common across various Offices/Departments.
- Online evaluation feedback from employee concerned.
- Reporting officer to monitor effectiveness of training, for continuation/up-gradation of training modules accordingly.

**52.0 STUDENT INTERNSHIP / VOCATIONAL TRAINING**

**52.1** The Company shall formulate and strengthen scheme / guidelines for Student Internship /Vocational Training.

**52.2** Students pursuing the following courses shall be allowed to undergo vocational training:

- a) Bachelor / Masters degree in all streams of engineering discipline relevant to the Company
- b) Bachelor/ Masters degree in Mass Communication & Public Relations
- c) MBA (HR, Marketing, IT, Finance), and MCA.
- d) For any other course - with the approval of Head of HRD.

**53.0 MENTORING SYSTEM**

**53.1** Company shall develop and strengthen Mentoring system to ensure that the new entrants are integrated with the Organizational culture.

**53.2** New entrants shall be assigned Mentors with whom they can discuss and seek guidance regarding their official, professional, social or any other issues of their concern.

**53.3** Personnel Department shall initiate the process for voluntary enrolment of Mentors.

**53.4** Mentors shall assess the performance and area of interest of the Mentee and suggest suitable work domain to encourage high productivity.

**54.0 TRAINING BUDGET**

**54.1** Every year Training Budget shall be prepared and provisioned in the Annual Budget of the Company.

**54.2** All the training activities and development works shall be carried out as per the approved Training Budget.

**54.3** While preparing Training Budget, thrust shall be given on development of HRD infrastructure, Training Labs with state of the art technology, Internal /External programmes and Foreign Tour/ Training etc.

**55.0 HONORARIUM FOR INTERNAL FACULTY**

**55.1** Efforts shall be made to develop internal trainers and to appreciate & recognize their efforts and to keep them motivated, Honorarium/ Memento shall be given.

**55.2** The amount of Honorarium/Memento shall be decided by the TAB and the same shall be reviewed every 3 years.

**56.0 APPROVING AUTHORITY**

Approving authority for the Policy shall be Board of Directors of the Company.

**57.0 TENURE OF THE POLICY**

The Policy shall be reviewed at the end of every 5 years to assess its efficacy in meeting its objectives, and making suitable changes, if required.

**58.0 RULES AND PROCEDURES**

**58.1** CMD shall be authorized to frame and issue rules & procedures under this policy.



- 58.2** HOD (P&A) shall be empowered to issue executive instructions as & when required to execute the Policy within its framework, and issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.
- 58.3** CMD shall at his discretion, relax the eligibility conditions in exceptional cases, for reasons to be recorded.
- 58.4** CMD shall lay down special criteria and procedures for L&D of executives for any special activity in the interest of the company, for reasons to be recorded.

**59.0 SAVING CLAUSE**

The company reserves the right to amend, modify, cancel or withdraw the policy at any time without notice.

**26.0 COMMENCEMENT**

The date of commencement of policy will be with effect from 01.04.2021.

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## **RULES FOR TRAINING AND COMPETENCY DEVELOPMENT FOR THE EMPLOYEES OF THE COMPANY**

### **1. OBJECTIVES**

- 1.1.** To implement the provisions of the Training & Competency Development Policy to create a culture of excellence & continuous learning to transform Company as a "Learning Company".

### **2. SCOPE:**

It shall be applicable to all regular employees below board level, including outsourced personnel and trainees of the Company. Need based separate schemes / practices shall be formulated to meet the requirement of training of Contract workers etc.

### **3. DEFINITIONS:**

- 3.1. Board:** means the Board of Directors of the Company.
- 3.2. Training Advisory Board (TAB):** comprises of CMD, Functional Directors and HOD (P&A). The TAB shall be headed by CMD, all Functional Directors as its members and HOD (P&A) shall be the Convener of the forum.
- 3.3. Training Advisory Committee (TAC):** TAC shall be formed at Zonal level at the Regional offices and the training requirements of the surrounding branch offices, if any, shall be taken care of by such Regional offices. Such zones shall be as defined at Annexure-III. The TAC for each zone shall be constituted by H.O. from time to time comprising of senior operations and finance executives and an executive identified for P&A activities in such office shall be convener. For Head office also, TAC shall comprise of Departmental Heads and an executive identified for P&A activities in the office shall be convener. TAC shall be constituted and nominated periodically by the TAB.
- 3.4. Employee:** means all regular employees
- 3.5. Trainees:** means all the trainees engaged by the Company from various Institutes and sponsored as per the Apprentices Act.

### **4. TRAINING NEEDS ASSESSMENT (TNA)**

#### **4.1. Organizational Training Needs (OTN):**

The Training requisitions based on Training needs evident from EPMS of the previous year, MOU targets (if any) and thrust of the ensuing financial year based on company requirements and prospective Projects, shall culminate into the annual training framework, indicating the major areas / objectives of Training for the financial year.

- 4.2.** Training requirements shall be further identified by the Individual Regions/Branches/Departments based on expected projects to materialise and skill enhancement of the respective employees within the annual training framework provided by TAB.
- 4.3.** At an Individual level, employee can self nominate for some training programme/ workshop/ seminar, etc., which he/she desires to enhance their skill as per point 7.0 of the rules.

### **5. INFRASTRUCTURE**

- 5.1.** To facilitate conduction of in-house training to meet the requirement of Learning & Development (L&D) of Human Capital, HO, NRO, SRO, Vadodara shall be identified for development and building the adequate infrastructure including video conferencing facilities and other administrative office set-up.
- 5.2.** Company may sign MoU or Tie up with Technology leaders and reputed academic institutes to enhance the technical competency of workforce and to equip employees with the knowledge of advanced, new emerging technology / process for better operational efficiency.
- 5.3.** Suitable person in Personnel department shall be nominated for this purpose.

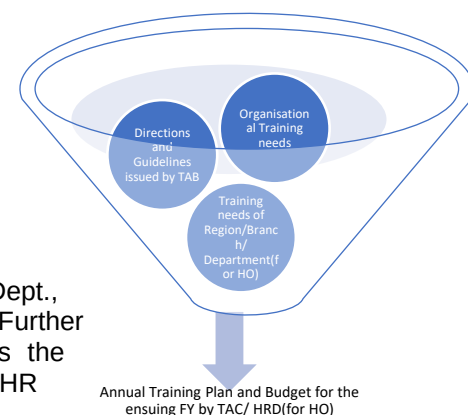
#### **5.4. INTERNAL TRAINERS:**

- 5.4.1. Internal Trainers / faculty for standard trainings shall be developed and maintained at Head office to meet the training requirement through internal resources. Database of internal trainers / faculty shall be maintained and uploaded on the Intranet web Portal by HR department.
- 5.4.2. Repetitive/ Standards In-house trainings shall be provided by the Internal Resource Persons (IRP) on various subjects. For this purpose, such faculties shall be imparted formal 'Training for Trainers'.
- 5.5. Repository of Training Manuals, Training Modules, Curriculum, and training content on technical /managerial subjects, shall be developed and maintained, Soft/Hard copy and uploaded on Web Intranet Portal.
- 5.6. Training manuals for all e-commerce modules, Induction/ Orientation of New Entrants etc. shall be prepared and regularly updated and uploaded in KM portal.

## 6. FINALIZATION OF ANNUAL TRAINING PLAN (ATP) AND TRAINING BUDGET

### 6.1. PROCEDURE

- 6.1.1. Training requisitions, as received from Regions/Branches through EPMS, MoU targets and other requirements of the Company, shall be collected by HR Department and placed before the TAB for review. TAB shall study and review the requirement to identify the Organisational Training Needs of the company, training strategy for the year and issue guideline/directives.
- 6.1.2. Based on and within the framework of Organisational Training Needs(OTN)/ guidelines/ directives by TAB, the TACs shall prepare Annual Training Program (ATP) and Budget of their offices (including branch offices) as defined under the zones, taking into account the training needs of the concerned offices and its employees as per Annexure -IV, and send to HR Department. Offices under TAC shall send their training requisitions to TAC vide training requisition format at Annexure I for preparation of ATP by TAC. Similarly, all Head of the Departments shall provide the annual training requirements in annexure I(taking into account the departmental and its employees' training needs) in alignment to the Organizational Training Needs and submit to the HR department for drawing the Annual Training Plan and budget for Head office.
- 6.1.3. For the above purpose (6.1.2) the TAC is required to collect training requisition in the prescribed format from each offices, identify the topics and the programmes, further identifying the employees who shall undergo each training. In the process, details like Organisation/ institute identified for imparting the training, the duration of such training and the estimated cost per head and proposed numbers of participants are required to be enlisted in the Annual Training Plan and budget as per **Annexure IV**. The exhaustive list of institutes/ organisations for identification of programmes by TACs (except systems training) is at **Annexure II**.
- 6.1.4. Any programmes planned by TAC in ATP wherein individual trainers are a professional in the subject/ free-lancer shall conduct the training, the ATP shall mention the same and the detailed profile should be enclosed for review.
- 6.1.5. TAC should ensure that all the employees in the concerned zone (including subordinate offices) are covered in the ATP and exposed to training during the year as per point 12 of these rules. Further, the reason of any exception in this regard/imparting training to an employee(s) should be recorded by TAC either in ATP/ reported in the review (ref.6.1.8).
- 6.1.6. The ATP and budget of respective TACs shall be sent to HR Dept., which shall be compiled as received for assessment by the TAB. Further the TAB may make recommendations as deemed fit towards the Organizational Training objectives to the respective TACs and HR Department (for Head Office).
- 6.1.7. As per assessment of TAB, ATP and budget shall be finalised by TAC of the respective region/branch and a detailed calendar of the training programmes within the approved budget (as per **Annexure V**), shall be approved by TAC. At Head office, the ATP and budget shall be finalised by the HR department with financial concurrence.



Thereafter, the Calendars shall be then uploaded on Training Intranet Web Portal before 31<sup>st</sup> March of the closing financial year.

- 6.1.8. TAC/ HR department (for HO) shall compile the status of training for review the status of Learning and Development activities in every 3 months in the prescribed format at **Annexure VI**. Such status review shall be shared with the TAB for further information and review, if any. The Training conducted will be uploaded in Training Intranet Hub portal. Training procedure is consolidated at **ANNEXURE-VIA**.

6.1.9. **TRAINING BUDGET:**

- 6.1.9.1. Every year the Company while drawing the budget for the year, shall formulate overall training budget for the company in the Annual Budget based on the approved ATP budget by the 5(five) TACs and allocation of the same to the TACs for the financial year.
- 6.1.9.2. The ATP and its budget utilised for the financial year should be within such allocation and any expenditure over and above the budget shall require the approval of TAB.
- 6.1.9.3. All the training activities and development works shall be carried out as per the approved Training Budget.
- 6.1.9.4. While preparing Training Budget, thrust shall be given on development of HRD infrastructure, state of the art technology, Internal /External programmes and Foreign Tour/ Training etc.

7. **NOMINATION PROCEDURE FOR TRAINING PROGRAMS:**

- 7.1. While based on ATP and the finalized training calendar of a particular office for the year, employees of the concerned branch can nominate oneself for a training programme based on area of interest and self-perceived area of development. However, such change of number of participants is to be indicated in the ATP and subject to approval of the concerned TAC as well as availability of budget.
- 7.2. Further any sponsorship of trainings beyond the Annual Training Plan and Calendar by the Reporting officer/HOD/RM/BM/Functional Directors based on the company requirements shall be subject to availability of Training budget. Further any expenditure over and above the budget shall require the approval of CMD with financial concurrence.
- 7.3. RM/BM/HOD can also consider nomination of trainee/s with reasons to be recorded in writing.
- 7.4. Notwithstanding any points above, actual nominations shall be subject to work exigencies. However, efforts are required to be made towards fulfilment of Annual Training Plan and its proposed nominations during the year.

8. **ORIENTATION TRAINING PROGRAMMES:**

- 8.1. **Induction level:** Management Trainees (E-0 grade) shall undergo a comprehensive 52 weeks training program.
- 8.1.1. The initial 3 weeks of the induction training shall be an orientation program comprising classroom training to get acquainted with the business activities of the company, Company rules, its work culture, company structure, code of conduct to get an overall view of the company and any reputed management institute for training in basic of Management.
- 8.1.2. This training shall be imparted at corporate office and the course module shall be common to all the Management Trainees and other entrants at induction levels, irrespective of their cadres.
- 8.1.3. The remaining 49 weeks of the training shall be on the job training at their respective Regions/Branches/Departments of posting.
- 8.2. **Non-induction level:** Lateral entrants shall undergo 01(one) week orientation training to get acquainted with the business activities of the company, its work culture, Organization structure, code of conduct to get an overall view of the company.
- 8.3. Further, all the new entrants in the company either at Induction level or Non-Induction level may be assigned Mentors as per the Mentorship Scheme of the company as defined at Sl. No. 15 below.
- 8.4. The orientation programs shall be conducted as per **Annexure-VII**.

9. **DIGITAL INFUSION IN L& D:**

- 9.1 The exhaustive list of institutes/ organisations for identification of programmes by TAC will be uploaded in the portal. The ATP status of Trainings conducted against such ATP, etc are to be regularly uploaded and updated by TACs in the training Intranet web portal.
- 9.2 Virtual classrooms and Social Learning Platforms shall be encouraged to accelerate learning anytime and anywhere.
- 9.3 Online Certification Courses shall be encouraged and linked with the career growth of employees, as per the Organizational need.
- 9.4 An integrated Training Database under Knowledge Management Portal shall be linked with the HRMS as well as EPMS in the Company ensuring :-
  - 9.4.1 Online and real time availability of history of Training and Development imparted to employees.
  - 9.4.2 Analytical MIS and Reporting system to support decision making.
- 9.5 Job Specifications shall be developed to facilitate, Web-based Competency Mapping System (CMS) shall be introduced and strengthen for mapping of the competency in Technical and Soft skills of all regular employees. Such competency shall be mapped in collaboration with the Reporting officers and concerned RM/BM/HODs.<sup>3</sup>

## 10. INTERNAL / EXTERNAL TRAINING PROGRAMMES

- 10.1. All Training programmes for all employees shall be within the country, except those as given at point 10 below.
- 10.2. Based on the identification of training needs and training plan internal /external training programs shall be planned and classified into the following major categories (Illustrative):
  - 10.2.1. Orientation / Induction Programmes
  - 10.2.2. Unit / On-the Job Training
  - 10.2.3. Management / Leadership Development Programme (Technical / Behavioural)
  - 10.2.4. Advanced Management Programme (AMP)
  - 10.2.5. Achieving Managerial Excellence (AME)
  - 10.2.6. Certification Programmes / Exposure to latest Technology
  - 10.2.7. Skill, Knowledge Transfer, communication
  - 10.2.8. Corporate competitions – Quiz, Business Simulation Games, Theme Based Presentations
  - 10.2.9. Training for Trainers
  - 10.2.10. On the job Training for trade apprentices
  - 10.2.11. IT/Systems Training
  - 10.2.12. Preventive Vigilance Training
- 10.3. Specialised training programme shall be designed and imparted to E7 and above Grade executives of Company.
- 10.4. Every alternate year at least 1(one) training as enumerated at 9.1 above, shall be scheduled to be held for Non-executive employees in all the zones.
- 10.5. External training would be imparted to the Executives and Non-executive employees, specific to their requirements for skill development & job related areas like, developing behavioural and leadership qualities, Executive Development programmes through the various Centre of Excellence like IITs, IIMs, NITs, ICAI, ISTM, etc. and other premier training institutions.
- 10.6. Officer who is offered a long-term domestic programme (three month or above) at centres of excellence viz., IIMB, MDI, NDC, APPPA, etc. and where the cost of training is borne by MSTC, has to sign a training bond as detailed at point no.12 below.

## 11. FOREIGN TRAINING

- 11.1 The Company may, based on its requirement, can sponsor an executive, not below the rank of E4, for specialised training / workshop/ seminar, etc. outside the country.
- 11.2 Such training nomination and sponsorship shall specifically be approved by TAB with due financial concurrence.
- 11.3 Officers nominated should not have any disciplinary/ Vigilance case pending against him/ her.

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<sup>3</sup> Provision 12.5 of the Training and Competency Development Policy: 12.5 Web-based Competency Mapping System (CMS) shall be introduced and strengthen for mapping of the competency in Technical and Soft skills of all regular employees.

- 11.3.1 Categories of the Foreign trainings:
  - 11.3.2 Category-I : Courses where nominations are made by DPE/ Ministry of Steel/ CVC
  - 11.3.3 Category-II : Courses For relevant Technical Training/ Seminars & Conventions
  - 11.3.4 Category-III: Advanced Leadership Programmes on selection basis.
  - 11.3.5 After attending a foreign training programme, there will be a cooling-off period of three years before an officer can be considered again for another training programme. The cooling-off period shall be counted from the end of the financial year in which training is completed.
- 11.4 The allowances for such training shall be dealt as per the Foreign Tour rules of the company as in force from time to time.
  - 11.5 If an officer does not attend the course or withdraws his request at any stage after getting nominated for a course due to any non-official exigency, he/she will be debarred for two years from any foreign training. In case an officer withdraws within three (3) weeks of the commencement of the course for which he/she is nominated, the expenses incurred by the Company, if any, may be recovered from the officer.
  - 11.6 However, Officers who drop out due to official exigencies at the insistence of their Office/ Director concerned /CMD of the company or otherwise shall not be put in the debarred list on their withdrawal from program.
  - 11.7 Officers nominated for programmes (more than 3 months duration) under this scheme and where the cost of training is borne by MSTC, has to sign a training bond as detailed at point no.12 below.
  - 11.8 The officers nominated for long term courses shall submit a theme paper and shall be available as Internal Resource Person & faculty for two years for providing training on the related subject at the in-house training programs.

## **12. TRAINING BOND FOR DOMESTIC AND FOREIGN TRAINING:**

- 12.1. The Employees(s) who are nominated for long term Domestic program and Officers who are nominated for long term Foreign training for a minimum period of 3 months, as per the rules mentioned above, would have to work for the company for a minimum period of 3 years after the completion of such training. If the officer resigns or retires from service or otherwise quits service without returning to duty after a period of study leave or within a period of three years after such return to duty post training or fails to complete the course of study and is thus unable to furnish the certificates of examinations passed or special courses of study undertaken, indicating the date of commencement and termination of the course with the remarks, if any, of the authority in charge of the course of study, he shall be required to refund:-
  - 12.1.1. The actual amount of study allowance, cost of fees, travelling and other expenses, if any, incurred by MSTC Ltd; and
  - 12.1.2. The actual amount, if any, of the cost incurred by other agencies such as appropriate Governments, Foundations and Trusts in connection with the course of study, before his resignation is accepted or permission to retire is granted or his quitting service.

**13. TRAINING HOURS:**

All the Executives shall be nominated for minimum of 42 hours (physical/online) training at least once in a year, whereas Non-Executives shall be imparted training for minimum of 42 hours (physical/online) duration at least once in two years.

**14. FEEDBACK:**

14.1 All the employees who have undergone training under these rules shall have to submit feedback of the training program, online, within 2 days of the conclusion of the training program.

14.2 The feedback shall be provided as per the Internal Training Feedback form and External Training Feedback form, respectively. The respective formats are enclosed **Annexure-VIII** and **Annexure -IX**.

14.3 The officers nominated for Foreign Training programmes shall submit a theme paper within 7 days in addition to the External training feedback form.

**15 STUDENT INTERNSHIP / VOCATIONAL TRAINING**

15.1 The Company shall allow Student Internship/ Training in the Company across all offices.

**15.2 Vocational Training:**

15.2.1 Students pursuing the following courses shall be allowed to undergo vocational training:

15.2.1.1 Bachelor / Masters degree in all streams of engineering discipline relevant to the Company.

15.2.1.2 Bachelor/ Masters degree in Mass Communication & Public Relations.

15.2.1.3 MBA (HR, Marketing, IT, Finance) and MCA.

15.2.1.4 Any other course with the approval of Head of P&A & Functional Director.

15.2.2 For this purpose, the Student shall submit a request for Training specifying the discipline for training along with Bonafide letter from the institute, stating the course he/she is pursuing, specialization and the duration of the internship/ training desired.

15.2.3 All expenses for internship is to be borne by the students;

15.2.4 No payment will be made to them for such work except those covered under point 14.3;

15.2.5 The students should undertake full responsibility for the conduct as well as utilization of the information/data gathered from MSTC only for academic purpose, and

15.2.6 All the students shall be placed under one of our executives in the relevant office/ department, who will guide for their project and they will abide by the instructions and guidelines given by the Executive concerned.

**15.3 Student Internship/ Apprenticeship:**

15.3.1 The company shall engage students/ persons under Apprenticeship Scheme as per the Apprentices Act as in force from time to time with the approval of respective functional director as per DOP.

15.3.2 The monthly stipend shall be as approved as per DOP from time to time.

15.3.3 The Company shall also engage students of ICSI and CMA Institute as per ICSI/Apprentice rules and regulations as in force from time to time.

**16 MENTORING SYSTEM**

16.1 New entrants shall be assigned to Mentors with whom they can discuss and seek guidance regarding their official, professional, social or any other issues of their concern.

16.2 To provide guidance, encouragement, and support of a trusted and experienced mentor with a broad range of personal and professional benefits to the new entrants of the company for successful transition into their new roles and to transform or mould them to embody the highest values of the Company.

16.3 The scheme shall be applicable to newly inducted executives in the Company and shall be extended in a phased manner to all executives already in service based on requirement.

16.4 Personnel Department shall initiate the process for voluntary enrolment of Mentors.

16.5 Mentors shall assess the performance and area of interest of the Mentee and suggest suitable work domain to encourage high productivity.

**17 HONORARIUM FOR TRAINING FACULTIES:****17.1 In-House/Internal Trainers:**

17.1.1 In the grade of E2/E3/E4 for a session of minimum 2 hours is Rs.2500/-

17.1.2 In the grade of E5 /E6 / E7 for a session of minimum 2 hours is Rs.5000/-

17.1.3 In the grade of E-8 and above level for a session of minimum 2 hours is Rs.7500/-

For each session duration exceeding 2 hours, proportionate amount of honorarium shall be admissible.

17.2 **External Trainers:** As per equivalency of the trainer in the point 17.1 above. In case of external trainers who are freelancing/ professionals, amount of honorarium shall be as per point 17.1.3 above apart from expenses on travel, lodging/boarding etc, and such honorarium may be increased by CMD with financial concurrence.

17.3 In case of any deviation from the above amount, the TAC shall bear extra amounts on food, bedding-lodging.

## 18 TENURE

These rules shall come into force with effect from DD/MM/YYYY or from the date approval, whichever is later and shall supersede all rules, regulations orders and instructions (if any) in force from the date of commencement of these rules.

## 19 RULES AND PROCEDURES

19.1 CMD shall at his discretion, relax the eligibility conditions in exceptional cases, for reasons to be recorded.

19.2 CMD shall lay down special criteria and procedures for L&D of executives for any special activity in the interest of the company, for reasons to be recorded.

19.3 HOD (P&A) shall be empowered to issue executive instructions as & when required to execute the policy and rules within its framework, and issue clarification in case of any ambiguity in the interpretation/ implementation of the Policy.

## 20 SAVINGS

20.1 The Company reserves to itself the right to modify, alter, amend or cancel any of these rules without notice.



**TRAINING REQUISITION FORMAT**  
*(To be used by Branch offices under each TAC)*

|                                                             |                                        |                                       |                                   |      |  |
|-------------------------------------------------------------|----------------------------------------|---------------------------------------|-----------------------------------|------|--|
| <b>Part A: Initiation (to be filled by Department Head)</b> |                                        |                                       |                                   |      |  |
| Department/ Office<br>Name                                  |                                        |                                       |                                   |      |  |
| <b>Required Training details</b>                            |                                        |                                       |                                   |      |  |
| <b>Sl.No.</b>                                               | <b>Training(s) Required (Topic(s))</b> | <b>Name of prospective nominee(s)</b> | <b>Priority (Low/Medium/High)</b> |      |  |
| 01                                                          |                                        |                                       |                                   |      |  |
| 02                                                          |                                        |                                       |                                   |      |  |
| <b>Reason for training request(s):</b>                      |                                        |                                       |                                   |      |  |
|                                                             |                                        |                                       |                                   |      |  |
| Remarks:                                                    |                                        |                                       |                                   |      |  |
| Name                                                        |                                        | Signature                             |                                   | Date |  |

## LIST OF INSTITUTIONS/ ORGANIZATIONS

(Refer rule para 6.1.3)

- Indian Institute of Management (IIMs)
- Xavier School of Management (XLRI)
- Institute of Secretariat training and Management Department of Personnel & Training (ISTM)
- Administrative Staff College of India (ASCI)
- National Productivity Council (NPC)
- Institute of public Enterprises (IPE)
- The Institute of Chartered Accountants of India (ICAI)/ The Institute of Company Secretaries of India (ICAI)
- National Academy of Indian Railways (NAIR)
- National Institute of Financial Management (NIFM)
- Engineering Staff College of India (ESCI)
- Management Development Institute (MDI)
- All India Management Association (AIMA)
- Standing Conference of Public Enterprises (SCOPE)
- Other training institute under Government of India

**Zones for Training Advisory Committees (TACs)**

(Refer rules para 3.3)

| <b>ZONE</b>        | <b>OFFICES</b>                    |
|--------------------|-----------------------------------|
| <b>HEAD OFFICE</b> | CMD SECRETARIAT DEPT              |
|                    | DIRECTOR COMMERCIAL OFFICE        |
|                    | DIRECTOR FINANCE OFFICE           |
|                    | COAL CELL                         |
|                    | COMPANY SECRETARY DEPT            |
|                    | CORPORATE PLANNING DEPT           |
|                    | E-COMMERCE                        |
|                    | FINANCE AND ACCOUNTS DEPT         |
|                    | LAW DEPT                          |
|                    | MARKETING DEPT                    |
|                    | PERSONNEL AND ADMINISTRATION DEPT |
|                    | SYSTEMS DEPT                      |
|                    | VIGILANCE                         |
|                    |                                   |
| <b>EAST ZONE</b>   | ERO, KOLKATA                      |
|                    | RANCHI                            |
|                    | GUWAHATI                          |
|                    | PATNA                             |
|                    | BHUBANESWAR                       |
|                    | RAIPUR                            |
| <b>SOUTH ZONE</b>  | SRO, CHENNAI                      |
|                    | BANGALORE                         |
|                    | VIZAG                             |
|                    | HYDERABAD                         |
|                    | TRIVANDRUM                        |
|                    | VIJAYAWADA                        |
| <b>WEST ZONE</b>   | WRO, MUMBAI                       |
|                    | VADODARA                          |
| <b>NORTH ZONE</b>  | NRO, NEW DELHI                    |
|                    | CHANDIGARH                        |
|                    | JAIPUR                            |
|                    | LUCKNOW                           |
|                    | BHOPAL                            |

**ANNUAL TRAINING PROGRAM (ATP)**

(Refer rule para 6.1.2 &amp; 6.1.3)

- A. TAC:  
 • Offices there under:  
 B. Year:  
 C. TAB Guidelines:

| S. No (Ref. ID) | Programs                                                                    | ATP ID (ATP/YY-YY/XX) | No. of participants | Training Organisation | Duration | Estimated Cost |
|-----------------|-----------------------------------------------------------------------------|-----------------------|---------------------|-----------------------|----------|----------------|
|                 | Foundation programs for Freshers, incl. Lateral entrants                    |                       |                     |                       |          |                |
|                 | Technical/Functional competency development program                         |                       |                     |                       |          |                |
|                 | Managerial/Behavioural competency development program                       |                       |                     |                       |          |                |
|                 | Leadership development program                                              |                       |                     |                       |          |                |
|                 | General Management programs                                                 |                       |                     |                       |          |                |
|                 | Cross functional Training                                                   |                       |                     |                       |          |                |
|                 | Project/Contract Management                                                 |                       |                     |                       |          |                |
|                 | Internal Training programs conducted by various departments of the company. |                       |                     |                       |          |                |
|                 | TOTAL                                                                       |                       |                     |                       |          |                |

Remarks, If any: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of TAC/ Departmental & HR Members:

Member 1

Member 2

Member 3

Member 4

Member 5

ANNEXURE V

**ANNUAL TRAINING CALENDAR**

(To be published on Training Intranet Portal)

(Refer rule para 6.1.7)

TAC:  
Offices there under:  
Year:

| Month     | ATP ID<br>(ATP/YY-<br>YY/XX) | Programs | Mode | Dates | No.<br>of<br>days | Participants | Trainer/<br>Institute | Location |
|-----------|------------------------------|----------|------|-------|-------------------|--------------|-----------------------|----------|
| January   |                              |          |      |       |                   |              |                       |          |
| February  |                              |          |      |       |                   |              |                       |          |
| March     |                              |          |      |       |                   |              |                       |          |
| April     |                              |          |      |       |                   |              |                       |          |
| May       |                              |          |      |       |                   |              |                       |          |
| June      |                              |          |      |       |                   |              |                       |          |
| July      |                              |          |      |       |                   |              |                       |          |
| August    |                              |          |      |       |                   |              |                       |          |
| September |                              |          |      |       |                   |              |                       |          |
| October   |                              |          |      |       |                   |              |                       |          |
| November  |                              |          |      |       |                   |              |                       |          |
| December  |                              |          |      |       |                   |              |                       |          |

**TRAINING STATUS REPORT**  
*To be used for quarterly review by TAC & TAB*  
 (Refer rule para 6.1.8)

**TAC(s):**

**Offices there under:**

**Year:**

| Particulars |        |               | Planned         |                     |        |                                        | Actual         |                           |             |            |                    |                                      |
|-------------|--------|---------------|-----------------|---------------------|--------|----------------------------------------|----------------|---------------------------|-------------|------------|--------------------|--------------------------------------|
| Serial No.  | ATP ID | Training Name | Planned Date(s) | No. of participants | Status | Reason for cancelled/deferred training | Actual Date(s) | Faculty / Instructor Name | Faculty Avg | Course Avg | No. of participant | % of trainings conducted as per plan |
|             |        |               |                 |                     |        |                                        |                |                           |             |            |                    |                                      |
|             |        |               |                 |                     |        |                                        |                |                           |             |            |                    |                                      |
|             |        |               |                 |                     |        |                                        |                |                           |             |            |                    |                                      |

\*Faculty Avg. & Course Avg. is the average Score of the evaluation for Internal feedback- point A and B and External Feedback E and F, respectively.

Signature of TAC/ Departmental & HR Members:

Member 1

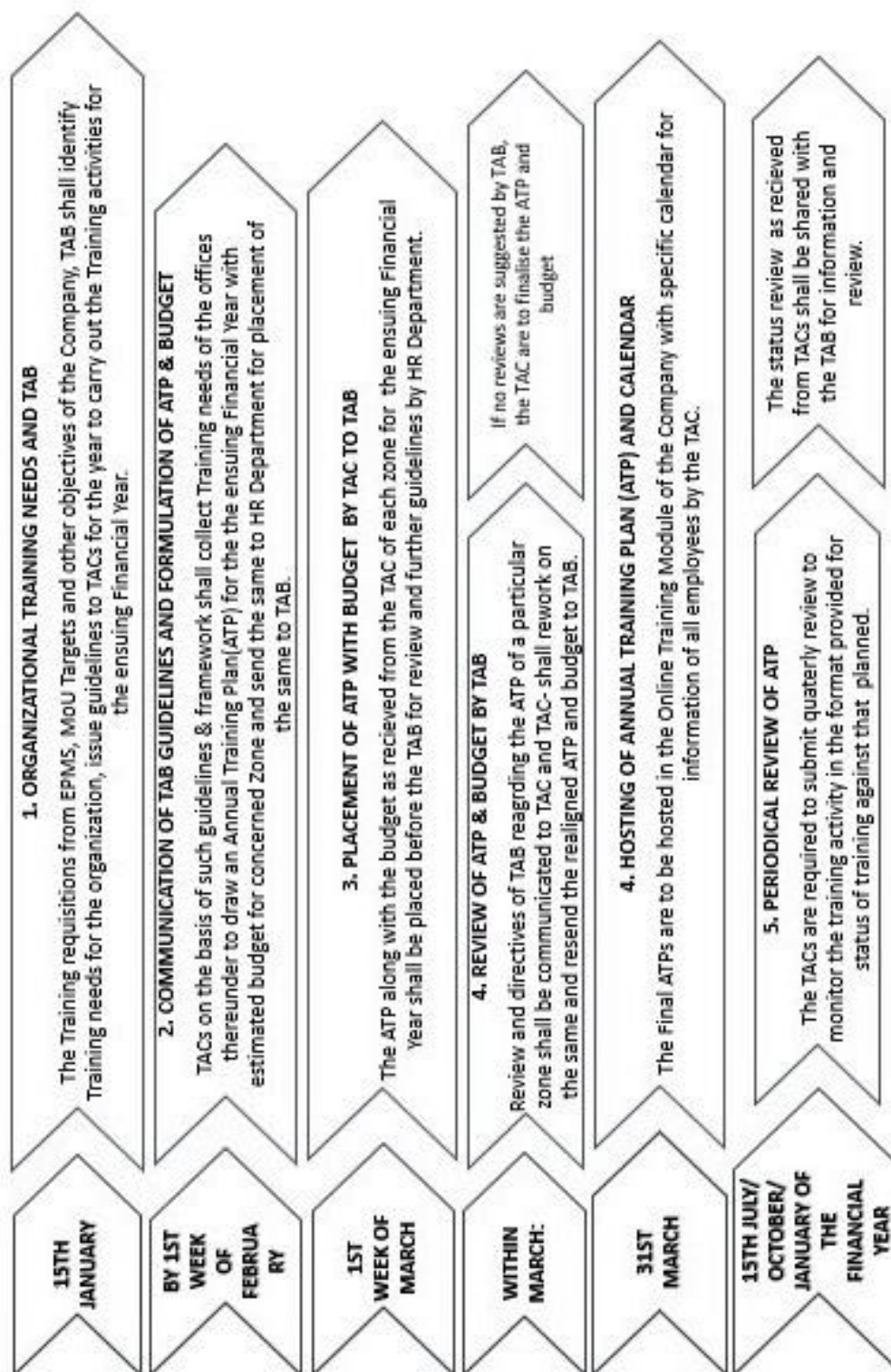
Member 2

Member 3

Member 4

Member 5

### FLOWCHART OF TRAINING ACTIVITY



For any deviations from ATP shall be required to be reviewed by TAB.

**ORIENTATION TRAINING**

(Refer rule para 8.4)

| Target Participant                                        | Particulars                                                                            | Minimum duration                             | Remarks             |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| For Induction level entrants<br>(Executive/non-executive) | Part I: Classroom Training<br>Introduction to departments and functions of the Company | 5 days                                       |                     |
|                                                           | Part II: IT/Systems Training<br>Intensive hands-on training with Systems department    | 2 days                                       | For executives only |
|                                                           | Part IV: Management Training/<br>behavioural training<br>Skill development training    | 3 days (executives)/<br>1 day(non-executive) |                     |
|                                                           | Part III: Out-Bound Training<br>Visit to a relevant site/office                        |                                              |                     |
| For non-Induction level entrants<br>(Executive)           | Part I: Classroom Training<br>Introduction to departments and functions of the Company | 5 days                                       |                     |



Internal Training Feedback Form  
(Refer rule para 13.2)

|                         |  |          |  |
|-------------------------|--|----------|--|
| Employee Name           |  |          |  |
| Employee ID             |  |          |  |
| department              |  |          |  |
| Training Name           |  |          |  |
| Faculty/Instructor Name |  |          |  |
| Start Date              |  | End Date |  |
| Venue                   |  |          |  |

| Feedback Scores                            |           |          |              |           |                |
|--------------------------------------------|-----------|----------|--------------|-----------|----------------|
| Criteria                                   | Score     |          |              |           |                |
|                                            | 1<br>Poor | 2<br>Bad | 3<br>Average | 4<br>Good | 5<br>Excellent |
| <b>A. <u>FACULTY:</u></b>                  |           |          |              |           |                |
| 1) Presentation capability of faculty      |           |          |              |           |                |
| 2) Knowledge of faculty                    |           |          |              |           |                |
| 3) Clarifications provided by faculty      |           |          |              |           |                |
| <b>B. <u>COURSE:</u></b>                   |           |          |              |           |                |
| 1) Case Studies/ Examples                  |           |          |              |           |                |
| 2) Usefulness of training materials        |           |          |              |           |                |
| 3) Usefulness of Topic                     |           |          |              |           |                |
| 4) Fulfilment of Objectives                |           |          |              |           |                |
| <b>C. <u>OTHERS:</u></b>                   |           |          |              |           |                |
| Administrative Arrangements                |           |          |              |           |                |
| Overall Satisfaction                       |           |          |              |           |                |
| What did you like most about the training? |           |          |              |           |                |
| What did you dislike about the training?   |           |          |              |           |                |
| Suggestions for improvement                |           |          |              |           |                |

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXTERNAL TRAINING EVALUATION FORM***[To be submitted to HR Deptt. after attending the course]*

(Refer rule para 13.2)

- A. Course or session title: \_\_\_\_\_
- B. Duration: ... / ... / 20... to ... / ... / 20... \_\_\_\_\_
- C. Venue: \_\_\_\_\_
- D. Organised by: \_\_\_\_\_

**E. COURSE:**

- i) Rate the course to the extent it meets with your expectations from the programme?

|           |        |        |        |        |
|-----------|--------|--------|--------|--------|
| Excellent | Good   | Medium | Poor   | Bad    |
| 10    9   | 8    7 | 6    5 | 4    3 | 2    1 |

- ii) What is your overall rating of the course contents and their relevance in your job as

|           |        |        |        |        |
|-----------|--------|--------|--------|--------|
| Excellent | Good   | Medium | Poor   | Bad    |
| 10    9   | 8    7 | 6    5 | 4    3 | 2    1 |

**F. FACULTY:**

- i) What is your overall rating of the trainers in this training course:

|           |        |        |        |        |
|-----------|--------|--------|--------|--------|
| Excellent | Good   | Medium | Poor   | Bad    |
| 10    9   | 8    7 | 6    5 | 4    3 | 2    1 |

- ii) Materials/ Training Aids: Please comment on the materials (handouts, text, & audio visual aids, etc.) used in the training:

|           |        |        |        |        |
|-----------|--------|--------|--------|--------|
| Very Good | Good   | Medium | Poor   | Bad    |
| 10    9   | 8    7 | 6    5 | 4    3 | 2    1 |

Because, \_\_\_\_\_

**G. LOGISTICS:**

- i) Please comment on the logistics (Location, seating, ambience, refreshments, etc) and course organization:

☐Excellent    ☐Fine    ☐Okay    ☐Disappointing

Because, \_\_\_\_\_

- ii) What is your overall rating of the logistics / management of this training course (circle one figure)

|           |        |        |        |        |
|-----------|--------|--------|--------|--------|
| Excellent | Good   | Medium | Poor   | Bad    |
| 10    9   | 8    7 | 6    5 | 4    3 | 2    1 |

- iii) Contents/Topics Covered: (Please attach the schedule of the programme)

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**H. JOB RELEVANCE**

- i) Which job related knowledge/ skills did you expect to improve during this course? (You may attach a page if required)

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- ii) State how you intend to utilize the knowledge/skill acquired from the training in your work/job role in the Company? (you may attach a page if required)

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## I. GENERAL

i) Would you recommend this training skills course to your colleagues?

☐ Yes ☐ No

Because \_\_\_\_\_

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ii) What improvements would you recommend for courses like this?

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iii) Any other suggestions/comments you would like to offer in this regard:

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---

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

Signature:

Date:



## SABBATICAL LEAVE POLICY FOR EXECUTIVES

### 1. INTRODUCTION

This policy is designed to keep the executives motivated and to give the executives, an opportunity to have a break from their assignment for a pre-determined time period. Better performances from the executives depend upon the value given to the individual executives and respect their requirements. Sabbaticals provide an extended break from work, unrelated to family leave. Sabbaticals are considered a time to recharge, study or simply do something different, away from the grind of the workplace. The changing tide has forced executives, thus flexing rules to accommodate their interests as well. It has been found that executives generally prefer sabbaticals in order to re-balance their personal and professional lives.

### 2. DEFINITION

Sabbatical leave provides a facility where an individual can undergo specialist training/further education or for enhancement of skill/knowledge in his/ her line of operation and for reasons such as medical ground, care of family members or children, higher studies, visit to spouse, education of their children etc.

"Executive" means an employee who is serving the Company as an Executive (below the board level) in the grade/ scale E-0 to E-8.

### 3. ELIGIBILITY & APPROVING AUTHORITY:

The executive applying for leave should have put in a minimum of 5 years of service as an executive in the grade/ scale E-0 to E-8. The request for sabbatical leave shall be forwarded with the recommendation of the HoD and can be availed with the approval of the Competent Authority- Chairman and Managing Director.

### 4. ENTITLEMENT TO SABBATICAL LEAVE

- a) An executive shall be eligible for sabbatical leave up to 2 years during their entire career for reasons such as medical ground, care of family members or children, higher studies, visit to spouse, education of their children specialised training, skill, knowledge etc. In his /her line of operations.
- b) A differently abled executive and also an executive having differently abled dependents viz. children and/or spouse (even though they are not financially dependent) shall be eligible for Sabbatical leave upto 2 years during his/her entire career for the reason of self-care or taking care of children and / or spouse as the case may be.
- c) The ward 'differently abled' would mean and include the following: i) Blind or low vision ii) Hearing impairment iii) Locomotor disability or Cerebral Palsy, iv) Leprosy cured v) Mental retardation, vi) Mental illness vii) Multiple disabilities d) For the purpose of 'differently abled' dependents, the executive would need to produce copy of the disability certificate, issued by the designated authority, in respect of his/her differently abled dependents to the Company.
- d) An executive may undertake a maximum of 2 sabbaticals in his/ her tenure with MSTC. Each sabbatical will be for a minimum period of 3 months.
- e) There should be a gap of at least one year in each sabbatical leave.
- f) Sabbatical leave will be unpaid leave. No allowance / reimbursements will be paid during sabbatical leave.
- g) Eligible leave will not be adjusted against Sabbatical leave.
- h) The leave can be extended/ continued subject to prior approval of Chairman and Managing Director of the Company, before expiry of the current sanctioned period and this will be counted as one occasion.
- i) Under no circumstances, the duration of Sabbatical leave will be extended
- j) beyond 2 (two) years.

### 5. TERMS AND CONDITIONS

- a) The sabbatical leave shall be taken for at least 3 months at a time.
- b) The leave shall not be taken more than once in a year.
- c) The sabbatical leave shall be without pay, salary, allowances, perquisites and any other consequential monetary and non-monetary benefits. No increment shall be earned during the

sabbatical leave and the executive will rejoin at the same stage of pay as was existing at the time of her availing the sabbatical leave. The period of leave will not be counted for the service eligibility. Accordingly, it will be on loss of seniority and will not be counted for pension, promotion and other benefits. The place of posting may change at the time of rejoining.

- d) The executives on sabbatical leave will not be considered for promotion, during the period of the leave.
- e) The sabbatical leave period shall not be counted as pensionable service and for payment of gratuity/ pension. No contribution will be made by the Company during the period of sabbatical leave.
- f) The executive shall not take up any employment/ vocation/ business/ profession elsewhere during the period of sabbatical leave. The concerned executive has to submit a declaration in this regard.
- g) The Company shall have the right to cancel the sabbatical leave granted to an executive without assigning any reason and the said executive will have to rejoin the Company immediately once the leave is cancelled.
- h) The sanctioning authority while considering the sabbatical leave of the executive concerned may take into account the administrative and other exigencies before sanctioning the same.
- i) The executive concerned will continue to pay instalments falling due during the period of sabbatical leave for any loan/ advances granted to him/ her by the Company from own sources.
- j) The executive concerned will have to arrange for payment of income tax, etc. falling due during the period of sabbatical leave.
- k) A sabbatical will not result in a break in existing contract. However, provisions dependent upon length of service i.e. annual leave, sick leave, and maternity leave will be deemed to be suspended during the period of the sabbatical leave.
- l) If Performance appraisal is due during the sabbatical leave, the individual will have completed his/her appraisals before commencement of sabbatical leave. m) Executives staying in Company's Flat/Leased Accommodation, going on Sabbatical Leave may be allowed to retain such accommodation for a period of three months at normal rent/lease. After three months the concerned employee will be required to pay double the rent/ lease. However, this clause will not be applicable in case both husband and wife are working in MSTC and any one of them has opted for Sabbatical leave.
- m) Sabbatical Leave once sanctioned, though can be cancelled, cannot be allowed to be converted into any other kind of leave, thereby requiring restoration of financial, seniority and promotional benefits.

#### **6. ON RETURN FROM SABBATICAL**

- a) An executive must confirm date of their return to work in writing to their reporting HOD, and copy to P&A dept. prior to taking the sabbatical leave.

#### **7. WHERE AN EXECUTIVE DECIDES NOT TO RETURN TO WORK**

- a) If the executive decides not return to work than he has to follow the procedure of resignation/ release from the services of the Company as prescribed in the service
- b) rules of the Company.
- c) The necessary exit formalities would need to be completed by the individual as per the applicable rules and regulations of the Company.
- d) Failing to comply with the above exit rules of MSTC will not give any reference check for the individual and no relieving order will be issued.

#### **8. TENURE**

- a) The policies and rules framed hereunder will come into force from the date of approval by the Board and shall remain in force until revised.
- b) The Company reserves the right to amend, modify, cancel or withdraw the policy at any time without notice.
- c) Chairman and Managing Director, may, at his discretion, relax the conditions, except the maximum tenure of two years of sabbatical leave, in exceptional cases, for reasons to be recorded.
- d) During the sabbatical leave period, CMD may allow the benefit of medical reimbursement to the executive and his/ her dependents in the extraordinary circumstances on case-to-case basis on reasons to be recorded for the same.

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## PAY STRUCTURE OF EXECUTIVES & NON-EXECUTIVES

(PRE-REVISED AND AS REVISED W.E.F. 1.1.17)

### PAY SCALES OF EXECUTIVES

| SCALE CODE  | PRE-REVISED*            | SCALE CODE  | REVISED#                           |
|-------------|-------------------------|-------------|------------------------------------|
| E-0         | Rs.16,400-3%-40,500     | E-0         | 40,000-3%-1,40,000                 |
| E-1         | Rs.20,600-3%-46,500     | E-1         | 50,000-3%-1,60,000                 |
| E-2         | Rs. 24,900-3%-50,500    | E-2         | 60,000-3%-1,80,000                 |
| E-3         | Rs. 29,100-3%-54,500    | E-3         | 80,000-3%-2,20,000                 |
| E-4         | Rs. 32,900-3%-58,000    | E-4         | 90,000-3%-2,40,000                 |
| E-5         | Rs. 36,600-3%-62,000    | E-5         | 1,00,000-3%-2,60,000               |
| E-6         | Rs.43,200-3%-66,000     | E-6         | 1,00,000-3%-2,60,000 <sup>\$</sup> |
| E-7         | Rs.43,200-3%-66,000     | E-7         | 1,00,000-3%-2,60,000 <sup>\$</sup> |
|             |                         | E-8**       | 1,20,000-3%-2,80,000 <sup>\$</sup> |
| Director –B | 1,60,0000-3%-2,90,000   | Director –B | 1,60,0000-3%-2,90,000              |
| CMD-B       | Rs.1,80,000-3%-3,20,000 | CMD-B       | 1,80,000-3%-3,20,000               |

\*(Pay corrected as per court order dated 21.12.2016; O/o ref. no. P&T/01/024/16/482 dated 11.08.2017)

\*\*E-8 scale adopted w.e.f. 04.09.2017 Ref. approved in 273<sup>rd</sup> Board meeting dated 10.02.2017 and Ministry approval dated 04.09.2017.

\$Adoption of E-8 pay scale to E-6 and E-7 w.e.f. 04.09.2017 vide Ministry Approval dated 08.08.2018, O/o ref. no. P&T/01/024/18/502 dated 26.09.2018.

### PAY SCALES OF NON-EXECUTIVES \*\*

| SCALE CODE | PRE-REVISED         | SCALE CODE | REVISED**          |
|------------|---------------------|------------|--------------------|
| S-1        | Rs.8630-3%-12080/-  | S1         | 25070 -3%- 35070   |
| S-2        | Rs.8890-3%-12650/-  | S2         | 25810 -3%-36730    |
| S-3        | Rs.9160-3%-13150/-  | S3         | 26600 -3%- 38920   |
| S-4        | Rs.9440-3%-13930/-  | S4         | 27080 – 3%- 42900  |
| S-5        | Rs.9730-3%-15020/-  | S5         | 27390 – 3%- 47640  |
| S-6        | Rs.10120-3%-16400/- | S6         | 27710 – 3%-53590   |
| S-7        | Rs.10530-3%-17030/- | S7         | 27870 – 3%- 60820  |
| S-8        | Rs.10960-3%-17680/- | S8         | 28030 – 3% - 68980 |
| S-9        | Rs.11400-3%-19350/- | S9         | 28180 – 3%- 80080  |
| S-10       | Rs.11860-3%-22920/- | S10        | 28340 – 3%- 94870  |
| S-11*      | Rs.12460-3%-23970/- | S11        | 28500 – 3%- 107900 |

\*New Scale of S-11 introduced w.e.f. date of signing the Memorandum of Settlement on November 29<sup>th</sup>, 2010 Introduced vide circular P&T/01/023/10/705 dated 01.12.2010).

\*\* Revision of wages of non-executive employees w.e.f 01-01-2017 vide o/o no. P&T/01/023/232/921 dated 24-nov-2023

\*\* Note: Employees who reach the maximum of the Scale will continue to draw increments at the rate last drawn in the respective scales of pay during the operation of the agreement until new agreement is entered.



## **MSTC PAY FIXATION RULES – 1982**

**1.0** These rules may be called the MSTC Limited Pay Fixation Rules, 1982.

### **2.0 OBJECTIVE**

To regulate the fixation of pay in different situations.

### **3.0 SCOPE**

These rules shall apply to all employees but shall not apply to persons employed on contract, except when the contract provides otherwise.

### **4.0 DEFINITIONS**

In these rules, unless the context otherwise requires:

- 4.1 “Company” means MSTC Limited and offices under it.
- 4.2 “Chairman” means the Chairman of the Company.
- 4.3 “Management” means the local management of the office.
- 4.4 “Competent Authority” means the authority to whom the powers have been delegated under these rules.
- 4.5 “Employee” means person employed by the Company including temporary employees and those on probation but does not include part-time or casual employees.

### **5.0 PAY FIXATION ON INITIAL APPOINTMENT**

- 5.1 On initial appointment, pay will be fixed at the minimum of the prescribed scale. Higher start not exceeding five increments in the scale may be given in deserving cases with the approval of the Competent Authority keeping in view the experience, qualification and emoluments drawn in the previous employment, if so recommended by the Selection Committee.

### **6.0 PAY FIXATION ON PROMOTION**

- 6.1 The rules for pay fixation on promotion are given in Annexure – I.
- 6.2 The pay on officiating promotion will be fixed in the same manner as on regular promotion.

### **7.0 PAY FIXATION OF RE-EMPLOYED PENSIONERS**

- 7.1 In the matter of fixation of pay of re-employed Government pensioners on initial appointment in the Company, at both executive and non-executive levels, the guidelines issued by the Bureau of Public Enterprises will be followed. The same rule will also apply in respect of personnel re-employed in the Company after superannuation from the Company/other Public Sector Undertakings.

- 7.2 For the purpose of calculating the pensionary equivalent of retirement benefits, the table for commutation of pension as followed in Government will be applied. The formula to be used in this connection will be as follows:

$$\text{Pensionary equivalent of retirement benefits} = \frac{\text{Gratuity + Provident fund (Company's contribution)}}{\text{Value from the table corresponding to the age at which the person is re-employed}}$$

EXAMPLE: If a person is re-employed at the age of 59 then pensionary equivalent of the retirement benefits would be

$$\frac{\text{Gratuity + P.F. (Company's contribution)}}{10.46 \times 12}$$



**PAY FIXATION ON PROMOTION**

1. When an employee is promoted to a higher grade, his initial pay in the higher grade shall be fixed at the stage next above his pay notionally arrived at by increasing his pay in the lower grade by one increment.

| <b>EXAMPLES:</b>                                       |                                |                                                                                                      |
|--------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Existing Scale &amp; Basic</b>                      | <b>Scale to which promoted</b> | <b>Pay fixation on promotion</b>                                                                     |
| Scale:Rs.13000-350-18250/-<br>Basic: Rs. 14750/-       | Rs.14500-350-18700/-           | Rs.14750+350 (notional increment in lower scale)=Rs.15100/-<br>Pay fixation next stage<br>Rs.15200/- |
| Scale: Rs.4500-125-6000-135-7755/-<br>Basic: Rs.6000/- | Rs.4950-145-6690-150-8640/-    | Rs.6000+135(notional increment in lower scale) = Rs.6135/-<br>Pay fixation next stage<br>Rs.6255/-   |

2. In case this happens to be lower than the minimum in the higher grade, the pay shall be fixed at the minimum of the higher grade.
3. If an employee is drawing pay at the maximum of the grade at the time of promotion, his pay shall be increased notionally by adding one increment (last increment in the existing grade) and then fixed at the next higher stage in the grade to which promoted.
4. If an executive is promoted during the latter half of his increment year, and he draws after the date of his next increment in the lower scale, a lower salary than what he would have drawn had he been promoted immediately after drawal of increment, he shall be given one additional increment on the date his next increment was due in the lower scale, and his incremental date would thereafter remain the same as in the lower scale.

**EXAMPLE:**

a) Existing Scale Rs.14500-350-18700/-

b) Basic Rs.15900/- **123110**

c) Normal date of increment 1.1.2001 **1.1.2024**

d) Promoted to Rs.16000-400-20800/- **80000-220000**

e) Date of promotion 1.10.2000 **1.2.2024**

f) Pay fixation on promotion Rs.15900+350=16250/- **123110+3700=126810**

Next stage in higher scale Rs.16400/- **130620**

g) If promoted after drawal of increment in lower scale (1.1.2001), pay fixation would have been Rs.16250+350; next stage Rs.16800/-.

h) Since (f) is less than (g) date of increment will remain unchanged and be 1.1.2001 and so on.

Note: If (f) is equal to (g) as given in the following illustration, the increment date after promotion will be regulated with reference to date of promotion:

Example:

(a) Existing scale Rs.6550-200-11350/-

(b) Basic Rs.7150/-

(c) Date of next increment 1.7.2000

- (d) Promoted to Rs.8600-250-14600/-
- (e) Date of promotion 30.06.2000
- (f) Pay fixation on promotion Rs.7150+200=7350/-  
Next stage in higher scale Rs.8600/-
- (g) If promoted after drawal of increment in lower scale (1.7. 2000),  
Pay fixation would have been Rs.7350+200=7550/-; next stage Rs.8600/-
- (h) since (f) is equal to (g) pay on promotion will be fixed at Rs.8600/-  
w.e.f 30.6.2000
- (i) Date of increment will be 1.1. 2001 and so on.

#### 5. Increments Given Under Incentive Scheme for Acquiring Professional Qualifications:

If there is no scope in the scale to absorb increments granted under the scheme i.e. if the entitlement exceeds the maximum of the scale of an executive, the excess amount shall be treated as 'Personal Pay'. The 'personal pay' shall be added to the basic pay while fixing the pay of an executive on promotion. If there is no scope of such addition in the higher grade also, the difference will continue as 'Personal Pay'.

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These rules are a compilation of the existing instructions on the subject. The rules have been given proper shape while codifying.

#### **NOTE:**

(Pursuant to the Pay Revision 2007, vide circular Ref No P&T/01/024/07/907 dated 07/01/2010 Clause 2.6)

#### **PAY FIXATION ON PROMOTION:**

One notional increment at 3% or Basic Pay in the pay-scale before such promotion would be added and pay fixed in the promoted pay scale shall be rounded off to the next multiple of `10.



## **MSTC ANNUAL INCREMENT RULES**

### **1.0 TITLE**

These rules may be called the MSTC Limited Annual Increment Rules, 1982.

### **2.0 OBJECTIVE**

To regulate the grant of annual increments in a time-scale to the employees of the Company.

### **3.0 SCOPE**

These rules shall apply to all employees of the Company appointed in regular time-scales of pay.

### **4.0 DEFINITION**

“Company” means the MSTC Limited and Plants/Units/Offices under its charge.

### **5.0 REGULATION OF ANNUAL INCREMENT**

5.1 An increment in a time-scale shall ordinarily be drawn as a matter of course unless it is withheld.

5.2 The following shall count for increment:

- i) All duty in a post on a time-scale counts for increment in that time-scale
- ii) Service in another post in an identical or a higher scale of pay .
- iii) All leave including extra-ordinary leave except to the extent indicated in rule 7.6 .
- iv) Joining time in continuation of duty.
- v) Joining time in continuation of leave if the last day of leave immediately before commencement of joining time counts for increment in the post.
- vi) Foreign service in the time-scale applicable to the post on which the employee holds a lien.
- vii) Period of temporary disablement, whether total or partial, for which compensation has been paid either under the Workmen’s Compensation Act, 1923 or otherwise.

### **6.0 DATES OF ANNUAL INCREMENT**

6.1 The date of annual increment of an employee shall be either 1<sup>st</sup> January or 1<sup>st</sup> July of a year and shall be determined in the manner indicated below:

- i) An employee, who is appointed or promoted on any date during the period, 1<sup>st</sup> January to 30<sup>th</sup> June of a year, shall draw annual increment in the time-scale applicable to him on 1<sup>st</sup> January every year.
- ii) An employee, who is appointed or promoted on any date during the period, 1<sup>st</sup> July to 31<sup>st</sup> December of a year, shall draw annual increment in the time-scale applicable to him on 1<sup>st</sup> July every year.

- 6.2 Where an employee joins the Company in the same or equivalent scale of pay from a subsidiary having a different system of grant of increments, the grant of increment to him shall be regulated as under:
- i) If, but for his transfer, he would have drawn his next increment in the subsidiary on any date during the period 1<sup>st</sup> January to 30<sup>th</sup> June, he shall draw his increment in the Company on the same date but his subsequent increments shall fall on 1<sup>st</sup> January every year.
  - ii) If, but for his transfer, he would have drawn his next increment in the subsidiary on any date during the period 1<sup>st</sup> July to 31<sup>st</sup> December, he shall draw his increment in the Company on the same date but his subsequent increments shall fall on 1<sup>st</sup> July every year.

#### **EXPLANATION**

For the purpose of these rules, the date of increment in the higher grade on promotion shall be determined with reference to the date of the order, irrespective of the date of assumption of charge of the higher post by an employee provided that where he himself delays the assumption of charge, the date of increment shall be determined with reference to the date on which he actually takes over charge of the higher post.

#### **7.0 REGULATION OF INCREMENT IN SPECIAL CASES**

- 7.1 Where an employee is appointed or promoted on probation, an increment shall be granted to him only on the satisfactory completion of the period of probation but it shall be effective from the date otherwise applicable to him.
- 7.2 If an employee is on leave (except CL, EL & HPL/Com.L) on the date on which an increment falls due, the monetary benefit of the increment shall be admissible to him only with effect from the date on which he resumes duty on the expiry of leave. In other words, for employees on any kind of leave other than that mentioned above, the monetary benefit of the increment shall be admissible to him only with effect from the date on which he resumes duty on the expiry of leave.

(Amended in 267<sup>th</sup> Board meeting held on 17.10.2015; Ref. Circular no P&T/01/002/82/ dated 18.11.2015)

- 7.4 The period of officiating promotion in a higher post shall count for increment in the higher grade only when such officiating promotion is followed by regular appointment without break.
- 7.5 In the case of an employee on deputation to the Company, grant of increment will be regulated under rule 6.1 if the appointment is in the Company scale of pay. Where the employee draws pay in the scale of pay applicable to him in the lending organization, he shall draw increments according to the rules of such organization.
- 7.6 Where an employee has been granted extra-ordinary leave otherwise than on medical certificate or for prosecution of higher studies or for specialized training in the interest of the Company, the date of his increment shall be shifted for every spell of 180 days of such leave falling in the year to which the increment pertains by a period of six months e.g. from 1<sup>st</sup> January to 1<sup>ST</sup> July and from 1<sup>st</sup> July to 1<sup>st</sup> January and so on.
- 7.7 An increment is not admissible to an employee under suspension. If, on the conclusion of disciplinary proceedings, the period of suspension is treated as spent on duty, the employee shall be given such increment(s) to which he would have been entitled had he not been suspended; if the period of suspension is not treated as duty, the grant of increment to him shall be regulated in the manner laid down in rule 7.6.

- 7.8 If the penalty of withholding of increment is imposed on an employee, the withholding authority shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments. Such cases shall be regulated as under:-
- i) If the punishment order lays down that the postponement shall not have the effect of postponing future increments (i.e the punishment has no cumulative effect), the employee shall be allowed, on the expiry of the specified period, the pay which he would have drawn had his increment not been withheld.
  - ii) If the punishment order specifies that postponement is to operate to postpone further increments (i.e the punishment has cumulative effect), he shall not be allowed the increment which he would have drawn but for the penalty; he shall be allowed only the increment next to the pay drawn by him.
- 7.9 If an employee is reduced as a measure of penalty to a lower stage in his time-scale, the authority ordering such reduction shall indicate the date from which the penalty shall take effect and the period ( in terms of years and months) for which it shall be operated and the stage in the time-scale to the employee is reduced and whether, on restoration, the period of reduction shall operate to postpone future increments and, if so, to what extent ( in terms of years and months). The grant of increment in such cases shall be regulated in the same manner as under rule 7.8 but his pay will remain constant at the particular stage to which it has been reduced for the entire period of reduction.
- 7.10 If an employee is reduced as a measure of penalty to a lower grade or post or to a lower time scale, the authority ordering the reduction may or may not specify the period for which the reduction shall be effective; but where the period is specified, that authority shall also state whether, on restoration, the period of reduction shall operate to postpone future increments and, if so, to what extent. In the latter case, grant of increment shall be regulated under rule 7.8.
- 7.11 If an employee is promoted/appointed to a higher posts during the latter half of his incremental year and he draws, after the date of his next increment in the lower grade, pay lower than that he would have drawn had he been promoted/ appointed immediately after the drawal of such increment, the employee concerned shall be given an increment in the higher grade on the date on which his next increment was due in the lower scale and his increment date would thereafter remain the same as in the lower scale.

(Amended in 267<sup>th</sup> Board meeting held on 17<sup>th</sup> October, 2015)

## **8.0 DATE OF INCREMENT ON REVISION OF SCALE OF PAY**

- 8.1 Where the pay scale of an employee is revised, otherwise than as a result of general wage/ pay revision, from any date during the period 1<sup>st</sup> January to 30<sup>th</sup> June, the date of his next increment in the revised scale shall be 1<sup>st</sup> January of the following year and thereafter 1<sup>st</sup> January every year. Similarly, if the pay scale is revised from any date during the period 1<sup>st</sup> July to 31<sup>st</sup> December, the date of next increment in the revised scale will be 1<sup>st</sup> July of the following year and thereafter 1<sup>st</sup> July every year provided that:
- a) If the scale of pay of an employee is revised during the latter half of his incremental year; and
  - b) If his pay in the revised scale is fixed at an amount which is less than the pay that he would have received after drawal of his next increment in the pre-revised scale, had his scale of pay not been revised, then he will draw an increment in the revised scale on the date on which his next increment in the pre-revised scale would have been due and that date will, thereafter, be the date of his subsequent increments in the revised scale.

**9.0 TENURE**

- 9.1 These rule shall come into force with effect from 28<sup>th</sup> Jan, 1982 (28.01.1982) and shall supersede all rules, regulations, orders and instructions in force immediately before the commencement of these rules.
- 9.2 Where any doubt arises as to the interpretation of these rules, it shall be referred to the corporate office for decision.
- 9.3 The Company reserves the right to modify, alter, amend or cancel any of these rules without notice.

**NOTE:**

(Pursuant to Pay Revision 2007, vide circular ref No. P&T/01/024/07/907 dated 07.01.2010 Clause No. 2.5)

**STAGNATION INCREMENT**

Executives would be allowed up to a maximum of three stagnation increments, one after every two years, upon reaching the maximum of the revised scales of pay provided the Executives is rated "Good" or above.

Stagnation increment(s) shall be treated as basic pay for all purposes except for further stagnation increments on promotion benefit.

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## PERQUISITES AND ALLOWANCE FOR EXECUTIVES\*

(Ref. Circular No. P&T/01/024/07/30 dated 08/04/2010)

In pursuance of the 'Presidential Directives' received from the Government of India, Ministry of Steel vide letter no.3(4)/99-MF dated 1<sup>st</sup> May, 2009 and approval of the Board of Directors vide Resolution No.5/2009-10, revision of Perquisites and Allowances for Executives under 'Cafeteria Approach' w.e.f.26-11-2008 shall be as per details given below.

### APPLICABILITY

The scheme shall cover all full-time regular employees and deputationists drawing salaries/wages against regular post in the Company.

### DEFINITION

"Company" means the MSTC Limited and Plants/Units/Offices under its charge.

#### 1.0 CAFETERIA APPROACH FOR PERQUISITES AND OTHER ALLOWANCES ON REVISED BASIC PAY WITHIN 50% CEILING

- 1.1 'Cafeteria Approach' shall be adopted for perquisites and allowances allowing executives to choose from a given set of cafeteria of perquisites and allowances as mentioned in **Annexure-I** by exercising option as mentioned herein below.
- 1.2 In accordance with DPE Guidelines, the recurring expenditure on maintaining and running infrastructure facilities such as Schools, Hospitals, Clubs, etc., shall be accounted within the ceiling of 50% of Basic pay.
- 1.3 Accordingly, admissibility of perquisites and other allowances to executives in MSTC under 'Cafeteria Approach' w.e.f.26-11-2008 shall be subject to ceiling of 48% of revised Basic pay.
- 1.4 LTC/LLTC shall be allowed as per the following :-
  - 1.4.1 For the sub-block 2008-09, executives shall be allowed to avail LTC/LLTC as per the existing LTC/LLTC Rules. However, for the period 26-11-2008 to 31-12-2009 the monthly monetary value of LTC/LLTC as per entitlement of executives under certification basis for destinations upto 750 kms or 1700 kms, as the case may be, or monthly monetary value of LTC/LLTC as per actuals, whichever is lower shall be adjusted against payment under 'Cafeteria Approach' for perquisites and allowances.
  - 1.4.2 For the sub-block 2010-11, those executives who have already availed LTC/LLTC, actual expenditure incurred shall be adjusted/deducted against the payment under the 'Cafeteria Approach' for perquisites and allowances over the period January 2010 to December 2011.
  - 1.4.3 Payments of LTC/LLTC under 'Cafeteria Approach' shall be regulated in terms of the relevant sections of IT Act. As per extant provisions of IT Act, LTC/LLTC is eligible for exemption twice in a block of 4 (four) years in terms of Section 10(5) read with Rule 2B. Accordingly, Company can grant exemption to the extent of actual expenditure incurred and subject to limit/conditions in terms of Section 10(5) read with Rule 2B on submission of documentary proof.
  - 1.5 Executives would be required to exercise their option under 'Cafeteria Approach' in a prescribed format (**Annexure-II**) only once at the beginning of every financial

year (by 10<sup>th</sup> March) and payment of perquisites and allowances shall be made as per the option, subject to prescribed ceiling. However, for the period 26-11-2008 to 31-3-2010 & year 2010-11, option shall be exercised within 30<sup>th</sup> April, 2010.

- 1.6. If an executive does not opt for cafeteria within the prescribed timeframe, there shall be no payment on account of perquisites and allowances under the cafeteria in the revised structure of pay.
- 1.7 The payments shall be made on the basis of certification from the executives concerned.
- 1.8 i) Management Trainees and other Executive Trainees in E-0 Grade inducted through direct recruitment will be entitled to 11 % and 28% of basic pay till regularization in the E-1 Grade.<sup>1</sup>
- iii) Executives in E-0 Grade promoted from non-Executive Cadre will be entitled to 28% of basic pay. On being placed in E-1 Grade, they shall be entitled to avail 35% of basic pay towards Perks and Allowances.
- 1.9 Payments already made on account of the following items shall be adjusted/recovered against the payments under 'Cafeteria Approach' effective from 26-11-2008 :-
  - a) Reimbursement of Local Traveling Expenses
  - b) Reimbursement of Daily Conveyance Allowance
  - c) Reimbursement of Magazine/Periodicals/Membership of Professional Bodies
  - d) Reimbursement of Entertainment Expenses
  - e) Reimbursement of Children's Education Expenses
  - f) Canteen Subsidy
  - g) Reimbursement of Vehicle Maintenance Expenses
  - h) Reimbursement of Repair & Maintenance Expenses of Leasehold/Company's Accommodation
  - i) Communication Allowance
- 1.10 The benefits admissible under various schemes mentioned at para 1.9 above, shall be withdrawn in case of executives with the implementation of the 'Cafeteria Approach' for perquisites and other allowances. Accordingly, the policies/rules/schemes pertaining to items as aforesaid stand withdrawn/modified w.e.f.26-11-2008, as far as it relates to executives.
- 1.11 However, the existing facility of providing Company car to senior executives shall continue to operate.
- 1.12 In case of suspension, only subsistence allowance as applicable on the revised basic pay shall be payable. A suspended executive shall not be eligible to opt for 'Cafeteria Approach'.
- 1.13 Executives on long leave such as Study Leave and EOL on any grounds shall not be eligible to opt for 'Cafeteria Approach'.
- 1.14 Executives separating on or after 26-11-2008, shall be paid the balance amount as percentage of revised basic pay after adjusting/recovering any sum already paid on account of other perquisites and allowances. Income Tax exemption, if any, may be sought directly from Income Tax Office.
- 1.15 With the implementation of this 'Cafeteria Approach', subsidy towards canteen/meal coupons will also stand withdrawn in case of executives. However, lunch coupons like Sodexo which provides for Tax saving etc., can be introduced, subsequently, if felt necessary.

<sup>1</sup> Percentage of perks revised vide O/o ref. no. P&T/01/024/18/502 dated 26.09.2018.



**1.16 The perquisites and other allowances under 'Cafeteria Approach' shall be subject to review every year.**

**2.0 Payment on account of perquisites and allowances shall be subject to Income Tax as per Income Tax Act.**

**3.0 This issues with the approval of the Competent Authority.**

**10.0 TENURE**

9.1 These rules shall come into force with effect from 26-11-2008 and shall supersede all rules, regulations, orders and instructions in force immediately before the commencement of these rules.

9.2 Where any doubt arises as to the interpretation of these rules, it shall be referred to the corporate office for decision.

9.4 The Company reserves the right to modify, alter, amend or cancel any of these rules without notice.

ANNEXURE-I**SET OF PERQUISITES AND ALLOWANCES**

(w.ef. 26.11.2008)

| <b>Sl. No.</b> | <b>Perquisite/Allowance</b>                                                                                                              | <b>Percentage of Revised Basic Pay</b> |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1.             | Conveyance/Transport Allowance *                                                                                                         | 5%                                     |
| 2.             | Lunch/meal Coupon                                                                                                                        | 1-5%                                   |
| 3.             | Entertainment Expenses                                                                                                                   | 5%                                     |
| 4.             | Newspaper/Professional Literature Reimbursement                                                                                          | 5%                                     |
| 5.             | Education Expenses <ul style="list-style-type: none"> <li>• Schools</li> <li>• Colleges</li> <li>• UG/PG/Professional Courses</li> </ul> | 5%<br>8%<br>10%                        |
| 6.             | Hostel Subsidy                                                                                                                           | 5%                                     |
| 7.             | Internet/Communication                                                                                                                   | 5%                                     |
| 8.             | Professional Body Allowance                                                                                                              | 2%                                     |
| 9.             | House Upkeep Allowance                                                                                                                   | 3%                                     |
| 10.            | Self Development Allowance                                                                                                               | 10%                                    |
| 11.            | LTC/LLTC                                                                                                                                 | 15-20%                                 |
| 12.            | Reimbursement of Expenditure on Vehicle Repair and Maintenance                                                                           | 5%                                     |
| 13.            | Fitness Allowance (Self and/or Family )                                                                                                  | 10%                                    |
| 14.            | Professional Attire Allowance                                                                                                            | 10%                                    |

\* Perquisite/Allowance at Sl. No.1 is in place of existing RLTE and is compulsory for all executives except those senior executives provided with company car facility. For senior executives at E-7 and below who have been provided with company car facility, compulsory deduction of 1.5%<sup>2</sup> will be made from the maximum permissible limit of Perquisites and Allowances.

<sup>2</sup> Revised vide O/o ref. no. ADMN/04/01/1074 dated 30-Sep-2022

ANNEXURE-II**OPTION FORM FOR EXERCISING OPTION UNDER CAFETERIA APPROACH**

(For the Year \_\_\_\_\_ - \_\_\_\_\_)

| Sl. No. | Perquisite/Allowance                                                                                                               | Percentage of Revised Basic Pay | Option                  |
|---------|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| 1.      | Conveyance/Transport Allowance *                                                                                                   | 5%                              | Compulsory              |
| 2.      | Lunch/meal Coupon                                                                                                                  | 1-5%                            | Yes/No<br>Specify the % |
| 3.      | Entertainment Expenses                                                                                                             | 5%                              | Yes/No                  |
| 4.      | Newspaper/Professional Literature Reimbursement                                                                                    | 5%                              | Yes/No                  |
| 5.      | Education Expenses <ul style="list-style-type: none"> <li>Schools</li> <li>Colleges</li> <li>UG/PG/Professional Courses</li> </ul> | 5%<br>8%<br>10%                 | Yes/No                  |
| 6.      | Hostel Subsidy                                                                                                                     | 5%                              | Yes/No                  |
| 7.      | Internet/Communication                                                                                                             | 5%                              | Yes/No                  |
| 8.      | Professional Body Allowance                                                                                                        | 2%                              | Yes/No                  |
| 9.      | House Upkeep Allowance                                                                                                             | 3%                              | Yes/No                  |
| 10.     | Self Development Allowance                                                                                                         | 10%                             | Yes/No                  |
| 11.     | LTC/LLTC                                                                                                                           | 15-20%                          | Yes/No<br>Specify the % |
| 12.     | Reimbursement of Expenditure on Vehicle Repair and Maintenance                                                                     | 5%                              | Yes/No                  |
| 13.     | Fitness Allowance (Self and/or Family )                                                                                            | 10%                             | Yes/No                  |
| 14.     | Professional Attire Allowance                                                                                                      | 10%                             | Yes/No                  |
|         | <b>Total % of Perks &amp; Allowances opted (limited to 48%)</b>                                                                    |                                 |                         |

N.B. For executives in E-0 grade (except Management Trainees) the % of perks and Allowances is limited to 40%.

- \* Perquisite/Allowance at Sl. No.1 is in place of existing RLTE and is compulsory for all executives except those senior executives provided with company car facility. For senior executives at E-7 and below who have been provided with company car facility, compulsory deduction of 1.5% will be made from the maximum permissible limit of Perquisites and Allowances.

**Signature of Executive:**  
**Name & Designation:**  
**Department:**  
**Date:**

➤ *Strike out whichever is not applicable*



## TRAVELING ALLOWANCE RULES, 2008

(Amended vide circular no P&T/01/030/09/335 dated 17.08.2018)

### 1.0 **OBJECTIVE :**

- 1.1 To define and lay down Company's Policy and rules on reimbursement of expenses incurred on official travel in India.

### 2.0 **SCOPE**

- 2.1 These rules shall cover all employees of the Company for journeys in India.
- 2.2 Deputationists in the Company's service or Company's employees on deputation outside shall be governed by the terms and conditions of their deputation.
- 2.3 These rules shall also cover Management Trainees, candidates called for interview or any person required to perform Company's Work, as specified.

### 3.0 **DEFINITIONS:**

- 3.1 **"Employee"** mean persons employed by the Company including temporary employees and those on probation but does not include part-time or casual employees. Trainees will be treated at par with regular employees of their equivalent status.
- 3.2 **"Family":**
- (1) Only one spouse residing with the employee.
  - (2) Legitimate children, legally adopted children and step children including major (18 years and above) sons/daughters, married daughter(s) and widowed daughters. **Married daughter(s) only in case she is divorced, abandoned or separated from the husband and is financially dependent and residing with the employee.**
  - (3) parents, step mother, wholly dependent on and residing with the employee.
  - (4) minor brothers (below 18 years), unmarried or widowed sisters wholly dependent on and residing with the employee.
- 3.3 **"Dependent"** for the purpose of these rules will cover a family member whose individual income from all sources does not exceed **Rs.1500/-** per month. Scholarship/Stipend received by the children of employees will not be treated as income for the purpose of deciding dependency on the employees.
- 3.4 **"Pay"** means basic pay together with deputation pay, personal pay, special pay and non-practicing pay. In the case of re-employed pensioners, pension plus pensionary equivalent, shall be treated as pay.
- 3.5 **"Day"** for the purpose of calculating daily allowance is to be taken as the period of 24 hours from the scheduled time of departure from the Headquarters in respect of any particular tour.
- 3.6 **"Transfer"** means movement of an employee from the Headquarters to another station where he is posted. However, this shall not include movement of an employee on own request.  
(Amended w.e.f 10.07.1998 vide circular no. P&T/01/030/85/644 dated 16.10.1998)
- 3.7 **"Tour":** journey undertaken for company's work out of the headquarters.
- a. Each Unit will define the geographical/ municipal limits of the "Headquarters" beyond which TA/DA will be payable.

- b. Tour period: Journey undertaken for company's work out of the headquarters where the employee is posted.
- c. A tour will be deemed to have commenced from the scheduled time of departure of the mode of transport and shall end at the actual time of arrival of transport at the headquarter station.

3.8 **'Competent Authority'**: CMD or one who has been delegated with such powers.

#### 4.0 **Applicability of Traveling Allowance :**

- a) Tour, Transfer, Recall from Leave, Medical Examination/ treatment.
- b) Appearing for interview for appointment in the Company / Departmental examination, interview or selection test conducted by the Company and to join duty on first appointment
- c) Participation in training programmes, seminars and conferences as nominated participant/ faculty and sports/ cultural events representing the Company
- d) Appearance in Court as jury, assessor, witness, etc. in connection with Company's work / State and as **Inquiry Officer/ Presenting Officer/ witness/ accused/ co-worker/ assisting officer** in Departmental/ Vigilance enquiry.
- e) Receiving National Awards.
- f) Superannuation/ retirement, journey of family in the event of death of employee, discharge/ termination on medical grounds.

#### 5.0 **Entitlement of employees for Traveling Allowance (TA) is as follows:**

| Sl.                                                                                                               | Grade                                      | Mode of Travel |               |                                    | Road Mileage |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------|---------------|------------------------------------|--------------|
|                                                                                                                   |                                            | Rail           | Waterways     | Air                                |              |
| i                                                                                                                 | S-1/S-2<br>(less than 5 years of service). | 3AC            | Middle class  | Not entitled                       | Rs. 8.00/KM  |
| ii                                                                                                                | upto S-9<br>(excluding category (i) above) | 2AC /CC        | Highest class | Not entitled                       |              |
| iii                                                                                                               | S-10 to E-0                                | 2AC /CC        | Highest class | Not entitled                       |              |
| iv                                                                                                                | E-1 to E-3.                                | 2AC /CC        | Highest class | Economy or equivalent (refer Note) |              |
| v                                                                                                                 | E-4 and above.                             | 1AC / EC       | Highest class | Economy or equivalent (refer Note) | Rs.10.50/KM  |
| a. Whole - time Directors / Part-time Directors/ non-official Directors may travel by air in Executive Class.     |                                            |                |               |                                    |              |
| b. Employees in the grades at Sl.No. ii, iii & iv may travel in Rajdhani and Shatabdi Express as per entitlement. |                                            |                |               |                                    |              |

#### **Note:**

- i. All executives in E-1 and above upto E-8 shall be entitled to travel by air in economy class except in the following situations:
  - a. If the journey to the destination is within distance of 400 k.m.
  - b. If the destination is not directly connected by air and connecting flights are likely to take more time than by road/ rail travel, in such case travel by air for part of the journey would be allowed.
- ii. The tour plan shall be as decided and approved by HODs/RMs/BMs concerned as per the exigency of work and to ensure that the travel is undertaken by the shortest route involving minimum time. If connectivity is available for completing a journey on the same day, stopover should be avoided.

However for extraordinary situation, the approval of CMD/ Concerned Directors shall be required for travel by air/road.

\* Amended vide circular no P&T/01/030/09/335 dated 17.08.2018.

**5.1 Employees would also be entitled for the following:**

- a. Actual fare for journey for official work performed during tour period.
- b. Road mileage for use of their own vehicle for official work on tour.
- c. Reservation charges including charges for booking/ **e-booking**; commission charges to authorised agents and all other surcharges levied for purchase of air/ rail tickets.
- d. All charges levied for cancellation, only if the journey is cancelled due to official reasons.

5.2 Executives in the grade of E-7 and above, on tour, may perform journey by any mode at their discretion. Other employees may travel by any mode/ class, subject to the specific approval of the Competent Authority, provided it can be justified on grounds of convenience, economy or time saving.

5.3 An employee may travel by other than shortest route if approved by the Competent Authority.

5.4. For rail journey PNR/ ticket number to be indicated and for air journeys Air ticket jacket/ **e-ticket with boarding passes** must be attached with the TA bills. However, an authority not below the level of E-8 may waive such stipulation in genuine cases.

**6.0 DAILY ALLOWANCE:**

6.1 An employee shall be eligible for daily allowance if journeys are undertaken for official purposes such as:

- a) Tour, Recall from leave, Receiving National Awards, Participation in training programmes, seminars and conferences as nominated participant/faculty, sports/ cultural events representing Company
- b) Appearance in Departmental examination, interview or selection test conducted by the company.
- c) Appearance in Court as jury, assessor, witness, etc. in connection with Company's work, prosecution witness on behalf of the State, **as Inquiry Officer/ Presenting Officer/ witness/ accused/co-worker/assisting officer** in Departmental/ Vigilance enquiry

6.2 Entitlement of employees for Daily Allowance (DA) is given in Annexure-I.

6.3 DA on tour will be regulated in the following manner:

| <b>Tour period<br/>(including holidays during tour but excluding leave period)</b> |                    |                |                 |                                                                                       | <b>Residential programme<br/>(including MTI, Ranchi)</b> |
|------------------------------------------------------------------------------------|--------------------|----------------|-----------------|---------------------------------------------------------------------------------------|----------------------------------------------------------|
|                                                                                    | Less than<br>6 hrs | 6 to 12<br>hrs | 12 to<br>24 hrs | more than 24 hrs                                                                      |                                                          |
| DA (F&I) / DA<br>(Own<br>Arrangement)                                              | Nil                | Half           | Full            | Full DA (F&I) for each<br>24 hour period +<br>Half DA (F&I) upto<br>additional 12 hrs | Half DA (F&I)                                            |

**6.0 MEDICAL EXAMINATION/TREATMENT:**

| <b>S<br/>L</b> | <b>Type</b>                                                                       | <b>Admissibility</b>                                                                                                                                                                               | <b>Provisions</b>                                                                                                                                                                                                                                             |
|----------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | Medical examination /<br>Indoor/ Initial/OPD<br>treatment ( in referral<br>cases) | <input type="checkbox"/> TA/lodging for patients only as per entitlement.<br><br><input type="checkbox"/> Actual fare for local journey at HQ and at place of referral hospital as per entitlement | <input type="checkbox"/> Local expenses payable for one trip only, for each referral<br><input type="checkbox"/> Local expenses for each visit in case of OPD treatment<br><input type="checkbox"/> Initial / OPD treatment with specific approval of Head of |

|   |                                                                 |                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                    |
|---|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
|   | <input type="checkbox"/> Self / dependant as per rules          | <input type="checkbox"/> Attendant, if advised by Head of Medical and TA to Attendant as per employees' entitlement                                                                                                                                                                                                                                                  | Medical and production of bills. In such cases lodging charges for patient only as per entitlement |
| 2 | <b>Transportation of dead body from referral hospital to HQ</b> | <input type="checkbox"/> Shifting to HQ / Home Town / Family residence<br><input type="checkbox"/> Embalming expenses, on actuals, if applicable<br><input type="checkbox"/> One Escort<br><input type="checkbox"/> Rail / Road / Air fare depending on distance and convenience. If transported by road, reimbursement to be restricted as if transported by train. | Reimbursement subject to production of receipt.                                                    |

## 7.0 COURT, DEPARTMENTAL OR VIGILANCE ENQUIRY :

| S L | Type                                                                                                                                                                                | Admissibility                                                                      | Provisions                                                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1   | Appearing as accused employee in departmental/ vigilance enquiry                                                                                                                    | TA & DA as per entitlement.                                                        | No TA & DA is payable if held at outstation on request of the employee. |
| 2   | Employees under suspension                                                                                                                                                          | TA & DA as per entitlement                                                         | -                                                                       |
| 3   | Appearance in Court of Law by an employee / <b>ex-employee</b> as accused where prosecution arises from acts committed / purported to be committed in bonafide execution of duties. | TA & DA as per entitlement                                                         | With specific approval at the discretion of Chief Executive             |
| 4   | Appearance of <b>Ex-employees</b> in Departmental <b>Enquiry</b> / Court of Law or before CVC / CBI as Prosecution witness.                                                         | Reimbursement of TA & DA as per entitlement at the time of separation from Company | Provided no payment has been made by the concerned agency.              |

### Note:

- ☐ Any amount received from the Court for attendance or boarding and lodging, etc., shall be refunded to the Company if TA/DA has been claimed from the Company. Certificate to be attached with claim bill if no TA or DA has been paid by the external agency.
- ☐ In case, other public sector undertakings need our employees as prosecution witness on their behalf, such undertakings may be requested to pay TA/DA as per entitlement of the employee under MSTC Rules.

## 8.0 TRANSFER BENEFITS:

An employee on transfer, except on mutual transfer or transfer on own request, shall be entitled to the following benefits:

| SI | Type                              | Admissibility                                                                                                                                             | Provisions               |
|----|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|    | Travel Expenses for Self & family | <input type="checkbox"/> Actuals by entitled class of travel<br><input type="checkbox"/> if by own car, 3 road mileages (including transportation of car) | Based on proof of travel |

| SI | Type                                                           | Admissibility                                                                                                                                                                                              | Provisions                                                                                                                                                                                           |
|----|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Additional tickets                                             | <ul style="list-style-type: none"> <li>Two tickets for self</li> <li>If by own car, one road mileage each way</li> </ul>                                                                                   | Based on proof of travel                                                                                                                                                                             |
| 2  | Transportation of Personal effects                             | <ul style="list-style-type: none"> <li>Two railway containers / one full 8 wheeler wagon / one full truck or container</li> </ul>                                                                          | <ul style="list-style-type: none"> <li>If <b>by air</b>, limited to one full truck/ container</li> <li>Receipts to be produced</li> </ul>                                                            |
| 3  | Transportation of one entitled vehicle (4 wheeler / 2 wheeler) | <u>By train:</u><br>Actual cost of packing and freight<br><u>By truck:</u><br>Equivalent to passenger train freight charges.*<br><u>By own propulsion</u><br>Equivalent to passenger train freight charges | <ul style="list-style-type: none"> <li>If <b>by Air</b>, Equivalent to passenger train freight charges</li> <li>Receipts to be produced</li> <li>Own propulsion, based on proof of travel</li> </ul> |
| 4  | Packing charges                                                | <ul style="list-style-type: none"> <li>All Non-exec: 7000/-</li> <li>E-0 to E-6 : 9000/-</li> <li>E7 &amp; above :11000/-</li> </ul>                                                                       | Based on certification                                                                                                                                                                               |
| 5  | Transfer Grant                                                 | One month Basic Pay+DA                                                                                                                                                                                     | Based on application                                                                                                                                                                                 |
| 6  | Reimbursements                                                 | Octroi duty, Entry Tax, Terminal Tax, Insurance charges , Commission charges to bonafide agents for purchase of air / rail tickets                                                                         | Based on production of receipt.                                                                                                                                                                      |
| 7  | Joining time                                                   | <ul style="list-style-type: none"> <li>Six clear working days</li> <li>One working day within same station for change of residence</li> </ul>                                                              | <ul style="list-style-type: none"> <li>Un-availed joining time at the time of reporting in new HQ, shall be credited to a special leave account to be availed within a year</li> </ul>               |
| 8  | Journey time                                                   | <ul style="list-style-type: none"> <li>one day for every 400 km distance or part thereof in excess of 200 km</li> <li>by Air is limited to day of travel only</li> </ul>                                   |                                                                                                                                                                                                      |
| 9  | Transit accommodation                                          | <ul style="list-style-type: none"> <li>Guest house (GH) / transit house (TH)</li> <li>if GH / TH not available, Hotel of entitlement – five days maximum</li> </ul>                                        | <ul style="list-style-type: none"> <li>Lodging charges reimbursement DA (F&amp;I) for 5 days maximum is payable</li> </ul>                                                                           |

**\*DECISION/CLARIFICATION:**

- 1) Actual cost of transportation of one 4-wheeler/2-wheeler vehicle by truck shall be reimbursed.
- 2) A Committee constituted for this purpose shall decide the transport to be used for transportation of personal effects and 2/4 wheeler vehicle of the transferee.
- 3) The Committee shall comprise RMs/BMs, RFM/BFM and the transferee himself or herself. In case of Head Office the Committee may comprise CGM (HR)/GM (F&A) and the transferee.

In case of transportation otherwise than by truck, the existing norms shall be followed.

(Amended vide decision- Ref IOM no P&T/01/030/09/884 dated 02.01.2014)

**11.0 ADVANCE FOR TRAVELLING ON TOUR / TRANSFER, ETC. :**



| S<br>L | Type                                                               | Admissibility                                                                                                                                                                                                                                                            | Provisions                                                                                                                                                |
|--------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Employees proceeding on journey on tour or transfer                | <input type="checkbox"/> Grant of advance to meet traveling and other expenses in full<br><input type="checkbox"/> Maximum two months in advance from date of outward journey<br><input type="checkbox"/> Bill to be submitted within one month of completion of journey | <input type="checkbox"/> With approval of competent authority<br><input type="checkbox"/> Advance to be recovered if there is delay in submission of bill |
| 2      | Transfer Advance (including Mutual transfer / transfer on request) | Salary advance of Two months Basic Pay and DA<br>The amount is interest free and recoverable in 12 monthly installments                                                                                                                                                  | Recovery to start from month following advance payment                                                                                                    |

## 9.0 Movement of Trainee

- 9.0.1 Trainees required to move from one Unit to another during the course of the training, will be eligible for single traveling fare only.
- 9.0.2 **Trainees, if posted to another location / HQ after a period of six or more than six months would be entitled for transfer benefits** only once when they shift their establishment.
- 9.0.3 Departmental candidates who have been selected as Trainees and move from one unit to another will be entitled to transfer benefits, as per selected grade, only once when they have actually shifted their establishment.

- 9.1 If both husband and wife are employees of the company, working at one place and both are transferred within six months of each other, to another place, only one of them will be entitled to transfer benefits.

## 10.0 TRAINING PROGRAMMES, SEMINARS AND CONFERENCES:

- 10.1 Executives will be entitled for entertainment expenditure for the duration of the external training programmes, seminar/ conference (and not for in company training programme) provided same is outside the Headquarters. The reimbursement of expenditure, on certification, will be as under:

Upto 6 days : Rs.200/-  
 7-14 days : Rs.300/-  
 15 days & above: Rs. 400/-

For external training programmes, club or alumni fee on actual will be reimbursed.

## 12.0 TRAVEL FOR INTERVIEW / APPOINTMENT IN THE COMPANY:

| S L | Type                                                                                                                                             | Admissibility                                                                                                          | Provisions                                       |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 1   | Fare payable to outstation candidates:<br><input type="checkbox"/> for interview to Executive post<br><input type="checkbox"/> first appointment | At the rate of entitled fare to the corresponding Executive post                                                       | Proof of travel to be submitted along with claim |
| 2   | Fare payable to outstation candidates for all other posts                                                                                        | Sleeper class                                                                                                          | Proof of travel to be submitted along with claim |
| 3   | Claim for travel by road between two points not connected by rail                                                                                | Will be reimbursed actuals or the rail fare by the appropriate class for the road distance involved, whichever is less | Proof of travel to be submitted along with claim |
| 4   | Payment of DA and lodging charges                                                                                                                | At the discretion of CMD, MSTC                                                                                         | Merit of individual case                         |

## 13.0 FINAL SETTLEMENT:

|  | Type                                                                                                                                                                                                                                                           | Admissibility                                                                                                                                                                                                                                              | Provisions                                                  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|  | <input type="checkbox"/> Superannuation<br><input type="checkbox"/> Voluntary retirement<br><input type="checkbox"/> Death of the employee, discharge / termination on medical grounds<br><input type="checkbox"/> Resignation in case of employees in the age | TA to employee and/or his family to:<br><input type="checkbox"/> declared Home Town, or place where he/she has acquired a house through company HBA or place where employee owns a house in his/her name subject to production of title deed of the house. | Reimbursement on production of documentary proof of travel. |

|   | Type                                                                                   | Admissibility                                                                                                                                                                                                                                                                   | Provisions                                                                                      |
|---|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
|   | bracket of 57 years and above.                                                         |                                                                                                                                                                                                                                                                                 |                                                                                                 |
| 2 | Transportation charges for transportation of personal effects *                        | <b>by road:</b><br><b>Place of settlement-</b> <ul style="list-style-type: none"> <li>upto 200 km Rs 5000/- or actual whichever is less</li> <li>More than 200km Rs. 25/ km or actual whichever is less</li> </ul> <b>By rail</b> as per relevant clause under travel benefits. | Reimbursement on documentary proof of transportation.                                           |
| 3 | Packing charges                                                                        | As per relevant clause under Transfer Benefits                                                                                                                                                                                                                                  | Reimbursement as per entitlement on certification basis.                                        |
| 4 | Transportation of one entitled 2 or 4 wheeler                                          | <u>By train:</u><br>Actual cost of packing and freight<br><u>By truck:</u><br>Equivalent to passenger train freight charges<br><u>By own propulsion</u><br>Equivalent to passenger train freight charges                                                                        | Reimbursement on documentary proof of transportation.                                           |
| 5 | Dependants given compassionate employment                                              | <ul style="list-style-type: none"> <li>If dependant is provided Company accommodation as per his entitlement.</li> <li>If dependant is provided Company accommodation higher than entitlement</li> </ul>                                                                        | Terminal TA payable to separated employee.<br><br>Terminal TA NOT payable to separated employee |
| 6 | <b>Employees in the age bracket of 57 years and above, who resign from the Company</b> | Final settlement as admissible to superannuating employees                                                                                                                                                                                                                      | Reimbursement on documentary proof.                                                             |

\* Amended vide circular no P&T/01/030/09-II/1186 dated 18.12.2012

#### 14.0 RULE MAKING POWERS:

Chairman may, from time to time

- Amend the monetary limits for lodging for stay in hotels which do not have a star rating, specified in the Annexure to para 6.2 depending on changes in lodging rates of hotels and list of "Specified Locations specified in the Annexure-I
- Make rules regulating the transportation of personal effects.
- Make relaxation in individual cases; and notify further detailed rules.

**14. 1 TEMPORARY POSTING ON OFFICIAL DUTIES OR FOR LONG DURATION**

14.1.1 Deputing an employee to an outstation for official work for period upto 2(two) months will be treated as official tour.

14.1.2 If the stay is more than two months, it will be treated as temporary posting and the employee will be entitled to HRA as applicable and special allowance of 15% of the basic pay p.m. for the period.

\*Clause 14.1 Inserted vide circular no P&T/01/030/09/335 dated 17.08.2018.

**15.0 TENURE:**

15.1 These rules shall come into force with effect from **(06<sup>th</sup> December, 2012)** and shall supersede all the rules and regulations, orders, instructions, issued earlier in this regard.

15.2 The Company reserves the right to modify, cancel or amend any of these rules without prior notice.

**A : DAILY ALLOWANCE**

|                                | <b>Lodging Hotels</b>                              |                                                 | <b>Food and Incidentals<br/>Hotels/Guest House</b> |
|--------------------------------|----------------------------------------------------|-------------------------------------------------|----------------------------------------------------|
| <b>Employees<br/>in Grades</b> | <b>Specified<br/>Locations<br/>(Rs.)</b>           | <b>Other Locations<br/>(Rs.)</b>                | <b>All Locations<br/>(Rs.)</b>                     |
| S-1 to S-11                    | Rs.2,000/- or actual<br>whichever is lower         | Rs.1,500/- or actual<br>whichever is lower      | Rs600/-                                            |
| E-0 to E-3                     | 3 Star Hotel or<br>actual limited to<br>Rs.4,200/- | 3 Star Hotel or actual<br>limited to Rs.3,300/- | Rs. 800/-                                          |
| E-4 to E-6                     | 4 Star Hotel or<br>actual limited to<br>Rs.5,600/- | 4 Star Hotel or actual<br>limited to Rs.4,400/- | Rs.1000/-                                          |
| E-7 to E-8                     | 4 Star Hotel or<br>actual limited to<br>Rs.9,800/- | 4 Star Hotel or actual<br>limited to Rs.7,700/- | Rs.1200/-                                          |
| Directors /CMD                 | Actual                                             | Actual                                          | Rs. 2,000/-                                        |

1. For the purpose of Annexure to clause 6.2, Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Ahmedabad, Bangalore, Pune, Kanpur, Nagpur, Lucknow and Jaipur will be reckoned as "Specified locations." Any city classified as 'A' for the purpose of CCA by the Central Government, would be included in the "Specified location".
2. The ceiling on lodging (hotel) rates {specified in the Annexure to clause 6.2.} would exclude the levies, taxes etc
3. Actual lodging charges if the employee stays in Company's guest house or at a hotel of entitled or lower star ranking.
4. If the employee stays in a higher starred hotel other than entitlement or in a hotel other than those specified above, the lodging charges would be limited to monetary limits prescribed in Annexure- I.
5. Where bills do not separately indicate rates for boarding and lodging 50% of charges shall be reimbursed towards lodging, subject to the ceiling prescribed. Reimbursement of DA (F&I) shall be limited to entitlement.
6. Employees may also avail single occupancy in double room, as per their entitlement.
7. Lodging charges may be reimbursed on production of bills even if the employee has to pay lodging charges for more number of days than for which DA is admissible under the TA Rules, on account of the checking in and checking out timings.
8. When during tour, an employee has to pay for hotel accommodation for the same day at two stations, hotel bills for stay in both the hotels may be reimbursed.
9. DA (F&I) will be admissible for a halt up to 30 days at any one time. Full DA (F&I) will, however, be paid where halt beyond 30 days is approved by the Chief Executive.
10. Where employees stay in star hotel of higher entitlement or incur more expenditure on lodging than entitled, Chief Executive can make relaxation for individual cases based on merit and circumstances of each case.
11. Reimbursement of Hotel expenses at Kolkata shall be allowed only on production of certificate of non availability of Guest House/Transit House from the office of GM (P&A) along with the TA bill.

\* Amended vide circular no P&T/01/030/09/335 dated 17.08.2018.



## **PROCEDURE FOR REIMBURSEMENT OF LOCAL TRAVELLING EXPENSES FOR NON-EXECUTIVES**

(Pursuant to Wage revision of executive employees w.e.f. 01.01.2007)

**1.0** The procedure would cover only those employees :

- a) Whose revised basic pay as on 12.11.2003 is Rs. **4640/-\*** or above per month,

\*(Vide Circular No. P&T/01/032/89/618 dated 15.11.2003)

AND

- b) Who own a scooter/motor-cycle/moped/auto-cycle or any other power driven vehicle of less than one H.P. registered in their name,

AND

- c) Who utilise the vehicle for official purposes.

### **2.0 CLARIFICATIONS**

- i) Reimbursement of local travelling expenses is not admissible if the vehicle is owned and registered in the name of the employee jointly with his/her spouse. To be eligible for the benefit, it is necessary that the vehicle is owned and registered in the sole name of the employee.
- ii) Reimbursement of local travelling expenses is also admissible if an employee engages a driver instead of driving the vehicle himself.

**3.0** The eligible employees shall be entitled to claim reimbursement in the manner indicated hereinafter.

A. Employees would be entitled to claim the reimbursement of expenses wholly, exclusively and necessarily incurred for utilising their vehicles in performance of their official duties.

B. Employees would not be entitled to claim reimbursement in excess of amount specified at Annexure-'B' read with decisions quoted there below:

C. The use of the vehicle for purposes of coming from residence to the place where the duties of employment are to be performed or from such place back to residence, will be regarded as use of vehicle for private or personal purposes and not in performance of official duties.

D. In view of the fact that :

a) from a practical point of view it may not be feasible to verify the details of individual journeys undertaken by each non-executive, and

b) checking of such details would also result in wasteful expenditure on employment of staff resulting in no utility ;

a certificate furnished by the employee with regard to the expenditure having been incurred in performance of official duties would be the basis for accepting the claims for reimbursement.

E. Certificate referred to above is as per Annexure A.

**4.0** After the expiry of wage period i.e. the relevant month, an employee would be entitled to claim reimbursement in the manner mentioned above.

- 5.0 An employee claiming reimbursement under the procedure will not be eligible for any allowance or any other payments in connection with journeys undertaken by him in performance of his duties, nor will be entitled to get special allowance of Rs.12/- per day of attendance as per Circular No.P&T/01/023/91/1890 dated 02.7.94 & P&T/01/023/97/704 dated 23.10.02.
- 6.0 An employee claiming reimbursement under the procedure would be responsible for satisfying the Income-Tax Authority with regard to actual expenses incurred vis-a-vis amount drawn from the Company to produce necessary vouchers as may be required.

**M S T C L I M I T E D****ANNEXURE - A**

(Para 3.0 E)

**PROCEDURE FOR REIMBURSEMENT OF LOCAL TRAVELLING EXPENSES FOR NON-EXECUTIVES****C E R T I F I C A T E**

This is to certify that I have maintained a Scooter/Motor-cycle/Moped/Auto-cycle bearing No. \_\_\_\_\_ which is registered in my name and is owned by me, in proper running condition and have utilised the same in the performance of official duties. Expenditure wholly, exclusively and necessarily incurred on the maintenance and running of the aforesaid vehicle in connection with the official duties during the period from \_\_\_\_\_ to \_\_\_\_\_ was in excess of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

This is also to certify that during the aforesaid period I was on duty at my Head Quarter except as under :

- \*i) On official tour/training for \_\_\_\_\_ days ;
- \*ii) On EL/HPL/Comm. Leave for \_\_\_\_\_ days ; and
- \*iii) On EOL for \_\_\_\_\_ days.

\*Strike out if or whichever not applicable.

Reimbursement of LTE in terms of the rule may please be made to me.

Date :

Signature :

Name :

Designation :

**ANNEXURE - B****SCHEME FOR REIMBURSEMENT OF LOCAL TRAVELLING EXPENSES FOR NON-EXECUTIVES**

Employees would not be entitled to claim reimbursement for a month in excess of the amounts specified below :

| <b>CATEGORY</b> |     | <b>TYPE OF VEHICLES</b>                                                   | <b>CEILING PER MONTH*</b> |
|-----------------|-----|---------------------------------------------------------------------------|---------------------------|
| Non-Executives  | i)  | Moped or Auto-Cycle or any other power driven vehicle of less than 1 H.P. | Rs.630/-                  |
|                 | ii) | Scooter or Motor Cycle                                                    | Rs.1000/-                 |

Employees in the grades of S-9, S-10 and S-11 shall be entitled for RLTE for Motor Car at the rate of Rs. 2000/- per month. The procedure and rules for claiming RLTE for Motor car will be same as is under the existing scheme of RLTE.

(Amended vide Circular No.P&T/01/023/10/705 dated 01.12.2010)



## DECISION

Certain doubts have been raised about the reimbursement of Local Travelling Expenses while an employee is on leave or on tour. Considering that Local Travelling Expenses is sanctioned both for maintaining a vehicle and running it for official purposes, it has been decided that when one is on training or on tour away from his Headquarters, he or she will be reimbursed LTE subject to a maximum of 50% of the normal rates for the purpose of maintenance of the vehicle. This, however, will not be admissible if one is on Extra Ordinary Leave. If any other sanctioned leave is availed for a month or more, only 25% of the overall LTE will be paid.

As regard reimbursement for running the vehicle (upto 50% of the normal ceiling), the same will be allowed as per provisions below :

- 1) If the employee had been on effective duty (effective duty means training and official tour) for atleast 10 days in a calendar month, full reimbursement of Local Travelling Expenses.
- 2) If, however, during a month, one is on duty for less than 10 days the reimbursement will be limited to 50% of the normal rates, i.e. 25% of the overall LTE.  
(Ammended vide Circular No.P&T/01/101(21)/89/8990 dated 10-04-89)

### INTERPRETATION OF CIRCULAR DATED 10.04.89

**50% of LTE is paid for maintaining and 50% for operating /running the vehicle for official purpose.**

#### Maintenance cost

Full maintenance ( i.e 50% of overall LTE ) is payable to an employee except in the following circumstances –

1. When one is on EOL for a month or more, no amount towards maintenance cost is payable.
2. if sanctioned leave of any other kind is availed for a month or more, 50% of maintenance cost ( i.e 25% of overall LTE) is payable.

In other words if one attends duty at least one day in a month, he/she will be entitled to get full maintenance cost i.e 50% of LTE.

#### Running/Operating Cost

**Full amount of running/operating cost (i.e 50% of LTE ) is payable if one is on duty (including training and official tour ) for at least 10 days in a calender month .However , only 50% of running cost ,i.e 25% of overall LTE is payable if one is on duty for less than 10 days in a month but at least for one day.**

(Amended vide Circular. No. P&T/01/032/89/754 dated 06.01.2001)

## DECISION

It has been noticed that some of the employees are applying for sanction of LTE with retrospective effect , which is causing administrative difficulties. Therefore, it has been decided that henceforth LTE will be sanctioned with effect from the date of application for LTE subject to submission of all requisite documents as per relevant rules of the Company ( Amended vide Circular no. P&T/01/032/89/648 dated 07.10.2002)



## LIVERIES RULES

**It has been decided to standardise the norms, practice quality, quantity and periodicity etc. in the system of providing uniforms/liveries as per details at Annexure –I to this Circular:**

### **1.0 COVERAGE**

- 1.1 All employees coming within the categories of Peon, Head Peon & Driver (Staff cars) will be entitled for both summer as well as winter uniforms.
- 1.2 Monsoon Liveries will be provided to such employees who are exclusively and regularly put on outdoor duty.
- 1.3 If any category is to be added/deleted from this eligibility list the matter is to be referred to Manager (P&A).

### **2.0 ELIGIBILITY**

- 2.1 Employees as listed above will be eligible for receiving uniforms/liveries of the Company after completion of 6(six) months continuous service against regular vacancy in Company's employment roll. However, an employee working in any capacity as mentioned in 1.1 above but against a temporary or casual vacancy will not be entitled to the uniforms and liveries. Once an employee starts receiving uniforms and liveries he/she will continue to receive the same until and unless:
  - a) The employee gets promotion to next higher grade and comes out of the purview of coverage as enumerated in 1.1 above.
  - b) The employee ceases to be in Company's employment.
  - c) The employee remains under suspension or on leave for a period exceeding continuous 6(six) months.
- 2.2.1 If any employee persistently refuses to wear the uniforms/liveries while on duty or misuses them the Company will take appropriate disciplinary action for major penalties against the employee after two warnings in writing. He/she will also not be entitled to any fresh issue of uniforms/liveries.

### **3.0 FRESH ISSUE**

- 3.1 Uniforms/Liveries will be issued at specified time and interval as mentioned in Annexure-I to this Circular. The old worn out sets are to be produced to the issuing authority (if called for) at the time of issuing new sets.
- 3.2 Uniforms/Liveries shall be used while on duty and maintained with due care. It shall be in a neat and tidy condition, such uniforms/liveries shall not be misused and shall not be used for doing and/or carrying out such work as are unconnected with duty.

### **4. MISCELLANEOUS**

- 4.1 Quality of uniforms/liveries as standardised in annexure – I to this Circular must be adhered to. In any unforeseen circumstances where a deviation has to be made the prior approval of Manager (P&A) must be taken and under no circumstances should the total cost exceed that for the quality which is laid down.



**STATEMENT SHOWING THE STANDARDISATION OF THE SYSTEM OF PROVIDING  
UNIFORMS/LIVERIES**

| SL. NO.  | Category of Employees                            | Eligibility           | Description of uniform                                                                                                                                                                                                                                                                                  | Quality/Colour of uniform                                                                                                                                 | Frequency and quantity                                                                       | Quality of shoe and socks                                                          | Period of supply                                                                            | Clarification* |
|----------|--------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------|
| 1        | 2                                                | 3                     | 4                                                                                                                                                                                                                                                                                                       | 5                                                                                                                                                         | 6                                                                                            | 7                                                                                  | 8                                                                                           | 9              |
| I.<br>A. | <b>SUMMER UNIFORMS</b><br><br>For Male Employees | As at paras 1.1 & 2.1 | a) Pants: Full pants without fold at the ankle fitted with silk lining at the waist, with buckles and buttons of matching colour.<br><br>b) Shirt: Full sleeved, with one breast pocket and Plastic clip with Co.'s Name to be worn above the pocket.<br><br>c) Shoes: Bata super stride or equivalent. | a) Pants: Binny's Marlborough.<br>b) Shirt: Binny's Silver Legend or Apsara. Colour: Navy Blue Pants and Sky-Blue Shirt for Peons, deep grey for Drivers. | a) For all eligible employees every year – 2 sets.<br>b) Shoes & Socks- one pair every year. | Bata Super Black Stride or equivalent. Nylon Socks not exceeding Rs.25/- per pair. | April in case of existing employees and between April-end & Sept. in case of new employees. | ...            |

|    |                         |                             |                                                                                                                                                                                           |                                                                                                                                                                                                                                     |                                                                                                                                                                      |                                          |                                                                                                                                |     |
|----|-------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----|
|    |                         |                             | d) Socks:<br>Nylon<br>socks<br>not<br>exceedi<br>ng<br>Rs.25/-<br>per pair.                                                                                                               |                                                                                                                                                                                                                                     |                                                                                                                                                                      |                                          |                                                                                                                                |     |
| B. | FEMALE<br>EMPLOYEE<br>S | As at<br>paras 1.1<br>& 2.1 | a) Cotton<br>Sarees<br>with 2"<br>Border<br>in Red<br>or Blue<br>or Black<br><br>b) Cotton<br>Blouse<br>Matchin<br>g Colour<br><br>c) Sandals.                                            | a) Saree:<br>100x100<br>white<br>Cotton<br>Saree<br>with<br>Red//Blue<br>/Black<br>Border of<br>2" width<br><br>b) Blouse:<br>Matching<br>Colour<br>Cotton<br>Blouse.<br><br>c) Sandal:<br>Bata<br>SESI-01<br>or<br>equivalen<br>t. | Saree &<br>Blouse<br>every<br>year. 3<br>nos.<br>each.<br>Sandals<br>- every<br>year one<br>pair.                                                                    | Bata<br>Sandals<br>or<br>equivale<br>nt. | April in<br>case of<br>existing<br>employee<br>s and<br>between<br>April-end<br>& Sept. in<br>ease of<br>new<br>employee<br>s. | ... |
| II | WINTER<br>UNIFORM       | As at<br>paras 1.1<br>& 2.1 |                                                                                                                                                                                           |                                                                                                                                                                                                                                     |                                                                                                                                                                      |                                          |                                                                                                                                |     |
| A. | Male<br>Employees       |                             | a) Pant:<br>as<br>above<br>(4a)<br>b) Coat:<br>Flat<br>type<br>Collar<br>with<br>full<br>sleeve<br>s. 3<br>pkts<br>(2 at<br>the<br>botto<br>m & 1<br>at left<br>breast<br>) with<br>Co.'s | Pant & coat<br>all wool<br>serge(Navy<br>Blue) of<br>castle Mills<br>or equiv.                                                                                                                                                      | a) For<br>all<br>eligibl<br>e<br>empl<br>oyees<br>other<br>than<br>Driver<br>s one<br>set in<br>3<br>years<br>.<br>b) For<br>Driver<br>s one<br>set in<br>every<br>2 | ...                                      | October in<br>case of<br>existing<br>eligible<br>employee<br>s and<br>October-<br>March in<br>case of<br>new<br>employee<br>s. | ... |

|     |                     |                                                                                                                                                                                                                                                           |                                                                                                        |                                                                                                                                                                 |                                                                                                       |                                               |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                   |
|-----|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                     |                                                                                                                                                                                                                                                           | Mono<br>gram<br>embro<br>idered<br>in<br>Navy<br>Blue<br>just<br>above<br>the<br>breast<br>pocke<br>t. |                                                                                                                                                                 | years<br>.                                                                                            |                                               |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                   |
| B.  | Female<br>employees |                                                                                                                                                                                                                                                           | a) Jerse<br>y-<br>Navy<br>Blue                                                                         | Jersey-all<br>wool navy<br>blue. Price<br>not to<br>exceed Rs<br>150/- per pc.                                                                                  | One in<br>every<br>two<br>years                                                                       | Price not<br>to<br>exceed<br>Rs 150/-<br>each | Do                                                                                                                           | ...                                                                                                                                                                                                                                                                                                                               |
| III | Monsoon<br>Liveries | As at paras<br>1.1, 1.2, 2.1<br>however,<br>only those<br>employees<br>who have<br>completed<br>continuous<br>6(six)<br>months<br>service, the<br>sixth month<br>failing any<br>time<br>between 1 <sup>st</sup><br>June to 30 <sup>th</sup><br>September. | a) Gumb<br>oot<br>b) Rainc<br>oat<br>c) Umbr<br>ella                                                   | a) Gumboot<br>Duckback<br>b) Raincoat<br>including<br>cap- Duck<br>back<br>(Diploma<br>Brand).<br><br>c) Umbrella<br>not<br>exceedin<br>g Rs 35/-<br>per piece. | 1 Pair<br>every 3<br>years.<br><br>1 no. in<br>every 3<br>years.<br><br>1 No. in<br>every 3<br>years. | ...                                           | June in<br>the case<br>of existing<br>employee<br>s and<br>June-<br>Septembe<br>r in the<br>case of<br>new<br>employee<br>s. | 1. Fresh<br>suppli<br>es as<br>at Sl.<br>6 will<br>be<br>allowe<br>d only<br>on<br>prese<br>ntatio<br>n of<br>the<br>existin<br>g<br>liverie<br>s.<br>2. Regar<br>ding<br>interv<br>al it is<br>clarifie<br>d that<br>if<br>mons<br>oon<br>liverie<br>s is<br>issued<br>to an<br>emplo<br>yee in<br>1982,<br>the<br>next<br>issue |

|  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                                                             |
|--|--|--|--|--|--|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |  | will fall<br>due in<br>1985.<br>3. An<br>emplo<br>yee<br>poste<br>d to<br>Indoor<br>Duty<br>from<br>Outdo<br>or<br>shall<br>return<br>the<br>liverie<br>s forth<br>with to<br>the<br>author<br>ity<br>conce<br>rned<br>i.e.,<br>the<br>Contr<br>olling<br>Officer<br>appro<br>ving<br>such<br>rotatio<br>n. |
|--|--|--|--|--|--|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*\*I-A and I-B revised vide decision dated 17-01-2017 at page P&T/01/068/91-25/N.*

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### **LEASE RULES FOR BELOW BOARD LEVEL EXECUTIVES**

The Board in its 271st meeting held on 22-07-2016 has approved revision in the entitlement *of* rent for leased accommodation of below Board Level Executives except for accommodation owned by self or spouse, children and parents of the Executive concerned w.e.f. August, 2016.

| GRADE | CLASS OF CITIES |       |       | RECOVERY TOWARDS LEASED ACCOMODATION |
|-------|-----------------|-------|-------|--------------------------------------|
|       | X               | Y     | Z     |                                      |
| E-0   | 9000            | 6800  | 4500  | 1160                                 |
| E-1   | 13400           | 10100 | 6700  | 1160                                 |
| E-2   | 15100           | 11300 | 7500  | 1160                                 |
| E-3   | 18200           | 13600 | 9100  | 1160                                 |
| E-4   | 19700           | 14800 | 9900  | 1160                                 |
| E-5   | 21800           | 16400 | 10900 | 1160                                 |
| E-6   | 21800           | 16400 | 10900 | 1160                                 |
| E-7   | 23900           | 17900 | 12000 | 1160                                 |

The rate of recovery of rent from the executive concerned for leased accommodation would be as indicated above or 10% of basic, whichever is less.

Because of the above revision, there shall not be any increase in the rentals for any accommodation which has already been taken on lease as long as the Lease Agreement is valid. In such cases, the recovery rate shall also remain unchanged (i.e. as per pre-revised rate).

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**MSTC LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)

## **HOUSE BUILDING ADVANCE RULES, 1987**

### **1.0 SHORT TITLE**

The Rules may be called the “MSTC HOUSE BUILDING ADVANCE RULES, 1987.”

### **2.0 OBJECTIVE**

To grant house building advance to the employees of the Company as a purely welfare measure and to establish uniform rules relating to grant of House Building Advances to employees of the Company.

### **3.0 POLICY**

This rule will not confer any right or benefit on the employee nor impose any obligation or liability on the Company.

### **4.0 SCOPE**

4.1 These rules will be implemented, subject to availability of fund in the annual operation budget of the Company.

4.2 These rules shall cover all permanent employees. These shall not apply to casual, part-time, those on contract for 5 years or less, those on daily wages, trainees, work charged and probationers.

4.3 Deputationists in the Company's service or Company employees on deputation outside, shall be governed by the terms and conditions of such deputation.

### **5.0 CONDITIONS & ELIGIBILITY**

#### **5.1 Conditions:**

5.1.1 The grant of advance under these rules shall be for the following purposes:

- i) Acquisition or purchase of land (free-hold or long term lease) and construction of house thereon.
- ii) Construction of house on such land already owned or purchased or acquired on long term lease by the employee in his name, or jointly in the names of the employee and his spouse.

NOTE : The plot of land should be developed one, on which construction could be started immediately.

- iii) For enlarging living accommodation of existing house.
- \*iv) Purchase of a house or flat on ownership basis. (Amended to delete the word 'newly-built')
- iv) Purchase of a flat or house under self-financing schemes or any other housing scheme of Government, Central or State, Municipalities, Local Bodies and Co-operative Housing Societies.

NOTE: Consequent upon amendment of (iv) above, the employees would be eligible for purchase of old House/Flat. In case of application for old House/Flat, the

employees will be required to submit documents as enumerated in HBA Rules for purchase of ready built house.

In addition employees will be required to submit (i) a valuation certificate from a Govt. approved valuer and (ii) an 'Agreement to sell' between Seller and the Applicant.

**(\*Circular no.P&T/01/027/93/467 dated 18.8.97)**

- 5.1.2 i) The advance shall be admissible for construction/acquisition of houses/flats at the place of duty or work of the employee or anywhere in India where the employee wishes to settle down on superannuation and within the limit of Municipal Corporation or Municipalities and such extended limits as the Company may allow in case of specified location.

\*Clarification: Extended limits of specified locations would be deemed to mean and include Cantt. Boards as also Village Panchayat.

**(Circular No. P&T/01/001/86/9177 dated 07.06.89)**

- ii) No loan shall be granted to construct or purchase a house tenement on leasehold land unless the unexpired residue of the lease period on the date of grant of loan is not less than 25 years.
- iii) **\*\* Deleted vide Circular No.P&T/01/027/93/467 dated 18-8-97**
- 5.1.3 In cases where both husband and wife are employees of the Company the advance shall be admissible only to one of them.
- 5.1.4 Construction of the house shall be carried out exactly in accordance with the approved plan and specification on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior approval of the Competent Authority. The employee shall produce a certificate from the Chartered Engineer, when applying for the instalments of the advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him and that the construction has actually reached plinth/roof level, and that the amount already drawn has actually been used on the construction of the house. The Company, if necessary, may arrange to have an inspection carried out to verify the correctness of the certificate given at the cost of the employees.
- 5.1.5 Construction of house should be completed within 18 months of the date on which the first instalment of the advance is paid to the employee. However, in case of construction of house on land acquired through Government Agencies, the construction of the house should be completed within 18 months of the date on which the land has been handed over by the Government Agencies. Failure to do so will render the employee liable to refund the entire amount advanced to him (together with interest thereon) in one lump sum. An extension of the time limit may be allowed upto 6 months by the Competent Authority and for a longer period by the Chairman/MD in cases where the work is delayed due to circumstances beyond the control of the employee.
- 5.1.6 The date of completion of construction must be reported to the Competent Authority, without delay.
- 5.1.7 The house must be maintained in good repair by the employee at his own cost. He shall also keep it free from all encumbrances and shall continue to pay all the Municipal and other local rates and taxes regularly until the advance have been repaid to the Company in full. The employee shall furnish an annual certificate to this effect to the Competent Authority.

- 5.1.8 After the completion of the house, annual inspection may be carried out by any authorised officer to ensure that it is maintained in good repair until the advance has been repaid in full. The employee concerned shall afford necessary facility for those inspection by the officer(s) designated for the purpose.
- 5.1.9 The Company may from time to time formulate procedures for making the application for loan under this scheme for declaration, statements and undertakings to be furnished for execution of the mortgage, for disbursement of advance and other purposes. The employee shall be bound to adhere to the said procedures as applicable, and any deviation there from will not be permitted, except by previous consent of the Company. In all cases before disbursement of the loan, an employee shall be bound to comply with all legal formalities and to make out an undisputable and marketable title to the property free from all encumbrances if the Company or its legal advisers reject such title, the Company shall not be bound to advance or to make disbursement of any sum. The grant of the advance shall be at the sole discretion of the Company.
- 5.1.10 An employee availing himself of this scheme and not complying with any or all the provisions of the scheme for furnishing wrong or false information or certificate or misusing the facility in any form will be guilty of misconduct and render himself liable to disciplinary action involving major penalties apart from incurring the liability to refund the entire amount of the loan outstanding and interest thereon.
- 5.1.11 The form to be used by the employees for applying for House Building Advance is enclosed as Annexure 'H'.
- 5.1.12 After the employee has been sanctioned the house building advance under the rules, the sanction of the Competent Authority will be conveyed to the employee in the enclosed format (Annexure 'I')

## 5.2 ELIGIBILITY

No employee shall be eligible for the advance if:

- a) He is to superannuate within 24 months.
- b) He is on deputation from the Central or State Government.
- c) He/ She owns a house in his/her own right individually or jointly.
- d) The wife, minor children or any other legal dependent of such employees' own a house whether individually or jointly.

- 5.2.1 House Building Advance may be granted to those employees who have a fragmented holding in ancestral property the total value of which is small. The Competent Authority in its discretion may allow house building advance in such cases, depending upon the merit of each case where they feel that the applicant having small holding in his ancestral property should not be deprived of the facility of house building advance.

**\*CLARIFICATION:**

The word 'House' in Clause 5.2(d) refers to full house and not a fragmented holding. Further, any area of less than 800 sq.ft. (Plinth) will be considered to be a fragmented holding.

**(\*Circular no. P&T/01/001/86/9177 dated 07.6.89)**

- 5.3 Only one loan shall be granted to acquire land and construct/purchase of house or flat in the service career of the employee.

## 6.0 ADVANCES, INTEREST, INSURANCE AND REPAYMENT

### 6.1 ADVANCE

The amount of advance that may be made available by the Company to any employee under these rules shall be on the following basis:

**6.1.1 Amount of Advance:**

The amount of advance for purchase/construction of house or flat on ownership basis shall be:

- a. 60 months basic + D.A. at the time of application or
- b) 80% of the total value of purchase/acquisition of the land and/or house or flat to be constructed or 80% of the purchase price of a ready-built house/flat; or
- c) **For Non-executives**  
Rs. 15 lakh;

**For executives**

Rs. 20 lakh;  
Whichever is the least.

**(Amended vide Circular No.P&T/01/027/03/910 dated 22-2-2011)**

- d) Employees of the Company may approach any Housing Finance Institution approved by the Government to obtain fund, if required, in addition to loan obtained from the Company under its HBA Rules on terms and conditions of such Financial Institutions. However, the "First Charge" shall be in favour of the Company and the Company may issue No Objection Certificate, if required for creation of "Second Charge" of the property purchased/constructed in favour of the Housing Finance Institution.
- e) Change over of loan availed from FIs/Banks to MSTC HBA:

Wherever the employee has taken House Building Loan from Financial Institutions (FIs)/ Banks, he may be granted HBA by the Company for substitution of the outstanding loan within his current entitled ceiling. In case the outstanding loan amount is more than entitlement, HBA may be sanctioned as per entitlement if the FIs/Banks are agreeable for second charge for the additional amount of loan. This would be applicable to only such cases as on date and also where the Company houses were acquired under the scheme for leasing of Houses to employees.

- f) Sanction of additional advance to the employees who have built or purchased flat/house earlier from Company's HBA:

For the employees who desire to acquire new/bigger property, additional advance may be allowed within their current entitlement provided they dispose their earlier house and the sale proceeds are utilized for acquisition of the new property. However, the advance in such cases would be the difference between the current entitlement and the HBA (including enlargement advance, if any) availed earlier or cost of the new property minus the sale proceeds of the earlier house whichever is lower. This facility would be allowed only once in the career of the employee.

The amendment takes effect from September 30, 2005.

**(Amended vide Circular No.P&T/01/027/93/710 dated 18-10-2005)**

Decision: Request for transfer of loan from one Financial Institution to another on second charge shall not be entertained for the second time. However, the employees would continue to be allowed such transfer of loan on second charge on one occasion only.

(Vide Circular no.P&T/01/027/93/754 dated 12.11.2002)

- 6.1.2 The Company may retain at its own cost an architect who will render the necessary services to assess proper valuation and a lawyer to check the document.
- 6.1.3 For enlarging living accommodation on existing house/flat :  
 a) 60 months basic + D.A. of the employee at the time of application; or  
 b) 80% of the cost of enlargement; or  
 c) Rs.2,50,000/-; whichever is least provided HBA has not been granted earlier.
- 6.1.3.A The enlargement advance shall also be admissible in cases where employees have taken HBA earlier. However, the total HBA granted from time to time including such advance for enlargement would not exceed the current entitled ceiling.

(Amended vide Circular No.P&T/01/027/93/710 dated 18-10-2005)

- 6.1.4 Notwithstanding 6.1.1 above, the advance shall be restricted to the amount which the employee may be expected to be in a position to repay by convenient monthly deductions from his/her pay before the date of his/her superannuation under the rules of the Company, and partly, if necessary, from the gratuity that the employee may be eligible for under the service rules of the Company.
- 6.1.5 For this purpose, it shall be taken that an employee shall commence repayment of advance 18 months after the date of the payment of the advance by the Competent Authority and that the repayment instalment calculated up to 50% of the pay inclusive of all deductions including the instalments for repayment of HBA shall be within his paying capacity.

In other words, if from the salary of an employee no recovery other than the statutory ones are being made, then roughly 41% of his gross pay will be taken as the limit of his repaying capacity.

- 6.1.6 The value of the land and/or house to be constructed thereon or the house and/or the house/flat to be purchased shall be determined on the basis of the plans, detailed specifications, estimates and documents to be furnished by the applicant, justifying the amount of the advance applied for, and shall be restricted to the amount as per clause 6.1.1. The decision of the Competent Authority regarding the value and amount of advance shall be final and binding on the employee.  
 (Amended vide Circular No.P&T/01/027/93/467 dated 18-8-97)

- 6.1.7 The repayment of the advance with interest shall be secured by obtaining from the employee the documents as security as specified in these rules.

(Amended with approval of the B.O.D in its 134<sup>th</sup> meeting held on 30.03.88.)

## 6.2 INTEREST

The advance granted under these rules will carry following rates of interest:

- 1) Upto Rs. 1 lakh @ 4 % p.a.
- 2) Above Rs. 1 lakh upto Rs.8 lakh @ 6% p.a.
- 3) Above Rs.8 lakh upto Rs.20 lakh @ 9.5%p.a.

Note:

The rate of interest for employees who have availed of HBA at higher rates would stand modified as per the above rate. However, the revised rate in such cases will be applicable on the outstanding principal amount as on 1-1-2005.

The amendment takes effect from January 1, 2005.

(Amended vide Circular No. P&T/01/027/03/910 dated 22-02-2011)

Clarification: The above rates of interest shall be applicable to those employees who were sanctioned HBA on the dates mentioned above according to the total sanctioned amount. As such, the date of Sanction Order shall be the governing factor for fixation

of rate of interest and the date of disbursal of the advance shall have no relevance in the matter.

### 6.3 INSURANCE

Immediately on completion of the building or purchase of the land or house/flat as the case may be, the employee shall insure the house at his own cost, with the Insurance Corporation for the actual cost of such property, and shall keep the property insured against damage as to fire, flood, riot, lightning and earthquake, till the amount of the advance together with the interest is fully repaid to the Company. The insurance policy shall be assigned in favour of the Company and deposited with the Company until the amount with interest is repaid in full. The premium must be paid regularly and receipt produced for inspection by the Competent Authority.

(Amended vide Circular No.P&T/01/101 (8)/867933 dated 5-5-88)

### 6.4 REPAYMENT :

- 6.4.1 The advance granted under these rules, together with interest thereon, shall be repaid in full within a period not exceeding 20 years. The recovery of the principal amount of advance and the accruing interest shall be made simultaneously every month over a period of service, whichever is earlier.

Note: This repayment method will also be applicable w.e.f.1-1-2005 to employees who have already availed HBA.

(Amended vide circular No. P&T/01/027/93/467 dated 12-7-2005)

- 6.4.2 The amount of recovery will be fixed in whole rupees. The applicant, however, may effect to repay in a shorter period than that stipulated above.

(Amended vide Circular No.P&T/01/027/93/467 dated 18-8-97)

- 6.4.3 (a) Recovery of the advance granted for construction of a new house shall commence from the pay of the month following the completion of the house, or the pay of the 18<sup>th</sup> month after the date on which the first instalment of the advance is paid to the employee, whichever is earlier. In the case of an advance taken for purchasing a ready built house/flat, recovery shall commence from the pay of the month following that in which the advance is drawn.
- (b) Recovery in case HBA for acquisition of land from Government agencies shall commence after 18 months from the month of allotment of land or from the month following completion of house thereon, whichever is earlier.
- (c) The recovery of house building advance granted for acquisition of flats under various housing schemes offered by the Government agencies shall commence after 36 months from the date on which the house/flat is allotted to the employees by the Government agency or from the month following the one when the flat/house is handed over to the employee, whichever is earlier.

NOTE 1. This clause shall be deemed to apply to those cases also where flats are acquired from a cooperative society, which obtains land for construction from the Government under various Government Schemes.

2. This however will be subject to condition that the employee has adequate service left to enable him to repay the entire loan with interest before the date of his superannuation, as provided in clause 6.1.4 and 6.1.5.

(Amended Vide Circular No.P&T/01/001/80/9290 dated 26-6-89)

- 6.4.4 It will be open to the employee to repay the amount in a shorter period. In any case, the entire advance must be repaid in full (with interest thereon) before the date on which the employee is due to retire or separate from service.
- 6.4.5 In case the employee does not repay the balance of the advance due on or before the date of his retirement, it shall be open to the Company to enforce the security of the mortgage at any time thereafter, and recover the balance of the advance due, together with interest and cost of recover, by sale of the house/flat or in such manner as may be permissible under the law.
- 6.4.6 Recovery of the advance shall be affected through the monthly pay/leave salary/subsistence allowance bills of the employee.
- 6.4.7 If an employee of the Company ceases to be in service for any person other than normal retirement/superannuation, or if he/she dies before repayment of the advance in full, the entire outstanding amount shall become payable to the Company forthwith. The Chairman-cum-Managing Director/Managing Director/Competent Authority, may however, in deserving cases, permit the employee concerned, or his/her successors-in-interest as the case may be, if the house has not been completed and/or mortgaged to the Company by the time, to repay the outstanding amount together with interest thereon in suitable instalments. Failure on the part of the employee or his/her successors-in-interest (as the case may be) to repay the advance for any reason whatsoever, will entitle the Company to enforce the mortgage and take such other action to effect recovery of the outstanding amount, as may be permissible under the law.
- 6.4.8 The title deeds deposited to the Company as security for the amount advances shall be re-conveyed to the employee concerned at his/her cost (or his successors-in-interest as the case may be) after the advance together with interest thereon has been paid in full.
- 6.4.9 Notwithstanding the benefit of repayment of the advance by instalment as above, in the event of any default or breach of these rules or the mortgage security, it shall be open to the Company to enforce the security, at any time thereafter and recover the balance advance outstanding including interest costs and other charges, or proceed against the employee in such other manner as is permissible under the law and the entire amount shall in such a case become immediately due and payable to the Company.

## **7.0 HOUSE RENT ALLOWANCE**

- 7.1 An employee who takes an advance under these rules for construction of a house or purchase of a house/flat shall be eligible for House Rent Allowance as per the House Rent Allowance Rules of the Company.
- 7.2 Employee will be required to vacate the Company accommodation/Company Leased Accommodation as the case may be, in the following eventualities :-
- a) Employees constructing/acquiring houses in the Company's townships or within the municipal limits of the town/city of his posting with financial assistance from the Company; or
  - b) Employees or any of their dependents constructing/acquiring houses, even out of their resources, in the Company's townships or within the municipal limits of the town/city of their posting, provided such houses are built on land allotted by the Company or the land is made available through the aegis of the Company.
- 7.3 The Company accommodation/Company Leased Accommodation as the case may be, shall be vacated by the employee within three months after the construction of his own house is completed or possession of the house/flat is taken over.

## 8.0 PROCEDURE

- 8.1 An employee will apply for the advance in the prescribed form and shall submit the same with documentary evidence in support of the statements/declarations made therein.

### (ANNEXURE: H)

- 8.2 An application for the purchase of the land or construction of house or purchase of old/newly-built/ready-built house/flat should be accompanied by necessary agreement for the purchase of land or the house/flat, non-encumbrance certificates.

- 8.3 The disbursement of the advance sanctioned by the Competent Authority shall be made as follows :

#### 8.3.1 Purchase of land and construction of house.

##### For Purchase of Land –

- a) If the land is to be acquired by the employee, he shall obtain the title deed from the seller and submit the same to the Competent Authority or the officer nominated by him in order to enable him to ascertain that the title deed is free from all encumbrances and marketable.
- b) If the title is clear and free from all encumbrances, the advance may be sanctioned on production of the agreement for purchase of land with the seller.
- c) The advance of money shall be against promissory note in the format prescribed in Annexure 'A' and on the undertaking in Annexure 'K' of the employee to deposit the title deeds of the land as and when the same are made available to him, payment not exceeding 20% of the total sanctioned advance will be made.
- d) The employee shall deposit the title deeds with the Company as and when the same are conveyed to him.
- e) The employee shall thereafter execute a Memorandum of Deposit of title deeds as specified in Annexure 'C'.
- f) The employee shall thereafter execute an Irrevocable Power of Attorney in the format prescribed in Annexure 'D'.

##### FOR CONSTRUCTION OF HOUSE –

- a) On mortgaging the land purchased along with the house to be built thereon by the employee and on his indicating the schedule of construction of the house, a further amount not exceeding 20% including the amount of advance purchase of land of the advance will be sanctioned. A further advance not exceeding 30% of the advance will be sanctioned when the house reaches plinth level. The remaining 30% of the advance shall be sanctioned when the house reaches the roof level. The employee shall ensure that the construction of the house is carried on according to schedule and is completed in all respects within 18 months of the drawl of the first instalment of the advance.
- b) Each advance to the employees shall be against a promissory note in the format prescribed in Annexure 'A' and on his undertaking to mortgage the said house in favour of the Company as and when the same is constructed.
- c) The employee shall deposit the title deeds as and when the house is constructed and shall further execute an undertaking in the format prescribed in Annexure 'B'.
- d) The employee shall there upon execute a Memorandum of Deposit of title deeds as prescribed in Annexure 'C'.



- e) Thereafter the employee shall execute an Irrevocable Power of Attorney in favour of the Company in the format prescribed in Annexure 'D'.

### 8.3.2 Construction of the house on land already purchased or owned by the employee –

- a) The employee shall submit to the Competent Authority the title deed of the land or plot and an estimate of its value for an investigation into his title. If the title is clear and the advance is sanctioned an amount not exceeding 30% of the sanctioned advance will be paid after the employee mortgages the land purchased/owned by him in favour of the Company.
- b) 40% of the advance sanctioned will be paid when the house reaches the plinth areas against the execution of the promissory note in the format prescribed in Annexure 'A' and a simultaneous undertaking in Annexure 'K' by the employee to mortgage the house as and when it is completed in favour of the Company as security for the money advanced.
- c) The remaining 30% of the sanctioned advance will be paid when the house has reached the roof level.
- d) Thereafter the employee will be required to deposit the title deed of the house.
- e) Subsequent to the deposit of the title deed, the employee shall execute a Memorandum of Deposit of title deed in the format prescribed in Annexure 'C'.
- f) The employee will also be required to furnish an undertaking in the format prescribed in Annexure 'B'.
- g) The employee shall lastly execute in favour of the Company an Irrevocable Power of Attorney in the format prescribed in Annexure 'D'.

NOTE Deposit of title deeds as regards the land already owned/purchased by the employee and advance of money against deposit of such title deeds:

In case the title deeds with respect to the money advanced be not enough to secure such loan, the loan should be secured through a promissory note in the format prescribed at Annexure 'A'. Subsequent advances ought to be secured by a separate promissory note as and when such advances are made unless the value of the land in respect of which the title deeds have already been deposited is sufficient to secure the advance to the employee.

### 8.3.3 PURCHASE OF \*\* READY BUILT HOUSE/FLAT –

- a) When the advance is required for the purchase of a \*\* ready-built house/flat, the employee shall submit the title deeds with the Competent Authority or the officer nominated by him who will arrange for verification of the seller's title and ascertain whether it is marketable and free from all claims, charges or encumbrances. In addition, employees will be required to submit (i) a Valuation Certificate from a Government approved Valuer and (ii) an Agreement to sell between Seller and the Applicant.
- b) The amount of the advance sanctioned shall be paid to the employee in one lump sum on his executing a promissory note for the amount advanced in the format prescribed in Annexure 'A' and on his giving a simultaneous undertaking in Annexure 'K' to mortgage the property in favour of the Company as and when the title deeds of the same are made available to him.

\*\* deleted

- c) The employee shall deposit the title deeds as and when the same are conveyed to him.
- d) The employee shall thereafter execute the Memorandum of Deposit of the Title Deeds in the format prescribed in Annexure 'C'.
- e) Subsequent thereto, the employee shall give an undertaking in the format prescribed in Annexure 'B'.
- f) The employee shall thereafter execute an Irrevocable Power of Attorney in favour of the Company in the format prescribed in Annexure 'D'.

#### **8.3.4 PURCHASE OF HOUSE/FLAT UNDER SELF-FINANCING HOUSING SCHEME OR FROM HOUSING COOPERATIVE SOCIETIES**

Under self-financing scheme:

- a) The total loan to be given by the Company shall be restricted to the advance admissible under these Rules. The rate of interest, recovery and all other matter will be governed by the provisions of these Rules.
- b) After the application of the employee is accepted by the concerned housing scheme he will be allowed to draw as and when required the amounts which are to be deposited with the concerned authority of the said housing scheme. Each advance allowed to the employee shall be against execution of a promissory note in the format prescribed in Annexure 'A'. The advance will be subject to overall ceiling of quantum to which the employee is eligible under these Rules.
- c) The employee shall thereupon execute a letter of undertaking in the format prescribed in Annexure 'E'.
- d) In the event of the employee's request for allotment not being accepted by the relevant housing scheme, the amount of initial deposit refunded by the said housing scheme shall be paid back to the Company by the employee immediately by one lump sum.
- e) In case the relevant housing scheme takes any part or whole of the amount deposited with them from the employee for not complying with any of their requirements or for any other reasons, the same will be on the individual employee's account and the Company will not undertake any liability in this regard.
- f) When the house/flat with respect to which the advances have been effected, has been allotted to the said employee, he shall forthwith deposit the title deeds with respect to the same to the Company.
- g) Subsequent to the deposit of the title deeds, the employee shall execute a Memorandum of Deposit of title deeds in the format prescribed in Annexure 'C'.
- h) Subsequent thereto, the employee shall execute an Irrevocable Power of Attorney in the format prescribed in Annexure 'D'.

#### **8.3.5 FROM HOUSING COOPERATIVE SOCIETIES (SPECIAL CASE)**

- a) An employee may be permitted to purchase a flat through Housing Cooperative Societies formed by the members and of the type mentioned in note below and would be eligible for House Building Advance.
- b) The agreement for the purchase of the flat may be obtained from the builders/promoters in the joint names of the employee and the Company as purchaser. This will ensure that the employee concerned cannot dispose of the flat to any one without the knowledge and consent of the Company. The format of the agreement will be as at Annexure 'F'.

- c) After the Cooperative Housing Society is formed and the property is transferred to the Society and an employee who has been granted House Building Advance would be required to deposit the share certificates with the Company. Membership of the Cooperative Housing Society as well as issue of shares will be in the joint names of the Company and the employee concerned.
- d) The employee would be required to give an undertaking in the format prescribed in Annexure 'G' that he will not sell or mortgage the flat without the prior consent and approval of the Company.
- e) The undertaking in the format prescribed in Annexure 'G' will be registered with the Cooperative Housing Society.
- f) The property will remain in the joint names of the employee and the Company till the House Building Advance in full with interest thereon is repaid to the Company.
- g) After the amount of house building advance with interest thereon is repaid to the Company, the property will be transferred in the sole name of the employee and if there is a cost on this transfer, the same will be borne by the employee.
- h) The grant of house building advance in such cases would be further subject to other provisions of house building advance rules.

NOTE: In cities like Mumbai, houses/flats are constructed by promoters/builders and the property is conveyed to the Cooperative Housing Society that would be founded by the builders after selling of the flats in the proposed building. The property vests in the Cooperative Housing Society and no individual member can mortgage his flat. The purchasers of flats are enrolled as members of the Society and by virtue of the membership are entitled to allotment and occupation of the flats purchased by them. The price paid by the purchaser of the flat to the promoters/builders is treated as his contribution for the value of the land and the cost of construction of the building. The Cooperative Society, being a limited body, issues share certificates to its members and such share certificates constitute the title of the member concerned as regards his membership of the society. Whenever a member desires to sell his right of occupancy and of allotment in respect of his flat he is to sell the shares held by him in the Society together with the right of occupancy and allotment of the flats as the said right is linked to his membership of the Society and holding of the requisite number of shares.

#### 8.3.6 FOR ENLARGING LIVING ACCOMMODATION IN EXISTING HOUSE

The following procedure may be followed while sanctioning HBA for the purpose of enlarging living accommodation of existing house.

- (i) The employee shall submit to the Competent Authority for investigation/ verification:
  - a) Title Deed of the house;
  - b) Approved plan of proposed construction/enlargement of house; and
  - c) Estimated cost of proposed construction.
- (ii) After scrutiny of the documents as at (i) above the amount of advance shall be sanctioned and will be paid in one lump sum against the execution of promissory note in the form as prescribed in Annexure 'A' of HBA Rules and a simultaneous undertaking by the employee to mortgage the house as and when it is completed, in favour of the Company as a security for the money advanced.
- (iii) Thereafter the documents as prescribed at Annexure 'B', 'C' and 'D' of HBA Rules are to be executed.

- (iv) The employee shall submit a completion certificate issued by the Competent Authority.
- (v) Other applicable conditions as prescribed in HBA Rules will be followed.

## 9.0 GENERAL CONDITIONS

- a) The promissory note is to be executed on revenue stamp of requisite value.
- b) The letter of undertaking as per Annexure 'B'. The Memorandum of Deposit of title deeds as at Annexure 'C', the Irrevocable Power of Attorney as at Annexure 'D' and the letter of undertaking as at Annexure 'E' are to be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the concerned State Government or Union Territory.
- c) Mortgage by depositing of title can be effected only at such places as specified by the Central Government. In areas where mortgage by deposit of title deeds is not permissible, the advance will be secured by English Mortgage. In such cases, the English Mortgage may be executed in the format prescribed at Annexure 'J' and in case of mortgage by submission of title deeds it shall be executed in the format given in Annexure 'C'.
- d) It must be ensured that the employee depositing the title deeds to secure the loan holds the property individually or jointly with his/her spouse and as a member of the Hindu Undivided Family the Memorandum of Deposit of title deeds must be signed by all persons who claim title to the property in respect of which the mortgage is sought to be created.
- e) It must be ensured that the promissory note does not get time-barred. To avoid this eventuality the Company must take an acknowledgement from the borrowing employee every year as given below :-

I hereby acknowledge my debt of Rs. \_\_\_\_\_ to MSTC Limited in respect of which I have executed a promissory note dated \_\_\_\_\_.

## 10.0 CLARIFICATION

Under the Transfer of Property Act, a mortgage by the deposit of title deeds can only be made in the Presidency towns of Kolkata, Mumbai and Chennai and in the cities and towns notified by the State Government concerned.

For ready reference, mortgage by the deposit of title deeds can be made in the following towns as declared by Government.

Kolkata, Chennai, Mumbai, New Delhi, Adilabad, Adoni, Agra, Ahmedabad, Ajmer, Allahabad, Alleppey, Alwar, Alwaye, Ambala City, Anakapalle, Anantapur, Arrah, Bangalore, Baroda, Bellary, Bhagalpur, Bhavnagar, Bhilwara, Bhimvaram, Bikaner, Cannanore, Changanacherry, Chapra, Chirala, Chittoor, Cocanada, Cochin, Coimbatore, Cuddalore, Cuddapah, Darbhanga, Devengere, Delhi, Dharwar, Dhubri, Dibrugarh, Eluru, Ernakulam, Ganganagr, Gauhati, Gaya, Gondal, Greater Gwalior, Gudivada, Guntakal, Gurgadu, Hissar, Hubli, Indore, Irinjalakuda, Jaipur, Jamnagar, Jind, Jodhpur, Jorhat, Junagadh, Kanpur, Karimnagar, Karnal, Kayamkulam, Khammam, Kothagadam, Kottayam, Lucknow, Madurai, Mahaboobnagar, Mangalore, Morvi, Motihari, Muzzaffarpur, Mysore, Nalgonda, Nandyal, Narayanganj, Nagercoil, Narnaul, Nellore, Nizammabad, Pali, Palitana, Palghat, Patna, Pollachi, Porbandar, Produtu, Purnea, Quilon, Rajamundry, Rajkot, Ratlam, Rohtak, Saharasa, Salem, Sangareddy, Shillong, Silchar, Srikakulam, Surendranagar, Surat, Telicherry, Tenali, Tezpur, Thanjavur, Tiruchi, Tirunelveli, Tirupati, Trichur, Trivandam, Tuticorin, Udaipur, Ujjain, Vellore, Varaval, Vijaipuri, Viruchunagar and all District Headquarters town in the State Mysore, Ahmednagar, Akola, Alibag, (Kolaba), Amaravati, Bhandara, Bhir, Buldhana, Chandrapur, Dhulia, Jangaon, Kolhapur, Nagpur, Nanded, Nasik,

Osmanbad, Prabhani, Poona, Ratnagiri, Sangli, Satara, Sholapur, Thana, Wardha, Yeotmal, Bhiwani, Kurukshetra and Sonapat.

Any amendment/addition to this effect by notification(s) by Government will also be followed.

## **11.0 INTERPRETATION**

In the event of any doubt or dispute with regard to any or all of the provisions of the Rules, the interpretation of the Competent Authority or any other officer nominated by him would be final and binding.

## **12.0 TENURE**

These Rules shall come into force with effect from 28-9-87. The Company reserves the right to amend or add from time to time and in such manner as it may deem fit and/or procedure framed in this connection. The Company also reserves the right to withdraw or suspend the scheme partially or wholly without notice if so required due to financial stringency or any other exigency.

**PROMISSORY NOTE**

On demand I/We \_\_\_\_\_, promise  
to pay to MSTC Limited, 225-C, AJC Bose Road, Calcutta-700020 or order the sum of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) with interest @  
\_\_\_\_\_ % for value received.

( Requisite Revenue Stamps to  
be crossed by Signatures)

Address of the Executant.

**LETTER OF UNDERTAKING**

To  
MSTC Limited,

\_\_\_\_\_  
\_\_\_\_\_

**Sub : GRANT OF HOUSING LOAN.**

Dear Sirs,

Further to the Memorandum of Deposit of Title Deeds in respect of my property as a security for due repayment by me of the amounts advanced/to be advanced, I also hereby agree and undertake that I shall as and when required by you, execute the documents creating a legal mortgage or any other type in respect of my said property/including the building thereon when constructed/and/or such other document/documents, as may be desired by you for fully securing to you the due repayment of all amounts advanced with interest and other charges payable by me to you.

Yours faithfully,

## MEMORANDUM OF DEPOSIT OF TITLE DEEDS

By this Memo of Deposit I, \_\_\_\_\_ son/daughter of \_\_\_\_\_ resident of \_\_\_\_\_ hereby confirm and acknowledge having already deposited with you the title deeds pertaining to my property known as \_\_\_\_\_ and detailed in the Schedule hereunder written as a security for the amounts advanced and that may be advanced under the Housing Scheme Loan of \_\_\_\_\_.

I also confirm having already agreed that all my rights, title and interest in the said property including the construction raised thereon shall not be further mortgaged except in your favour, or further alienated or in any manner dealt with by me till such time the amount of debt owing by me to you has been duly repaid and the said property shall continue to be a security till the entire debt and the interest thereon is liquidated.



**IRREVOCABLE POWER OF ATTORNEY**

BE IT KNOW TO ALL BY THIS POWER OF ATTORNEY that  
I \_\_\_\_\_ aged \_\_\_\_\_ years, son/daughter of  
\_\_\_\_\_ residing at \_\_\_\_\_ do hereby  
nominate, constitute and appoint THE \_\_\_\_\_ and THE  
\_\_\_\_\_ of MSTC Limited (A Government of India Enterprise) and having  
its registered office at 225-C, Acharya Jagadish Chandra Bose Road, Kolkata - 700 020, to do all or  
any of the following acts, deeds or things jointly or severally as my attorney or attorneys:

1. To make and execute a mortgage of the premises described in Schedule 'A' to these presents in favour of MSTC Limited, on such terms and conditions and incorporating therein such powers and provision as the said attorney(s) may deem fit and reasonable.
2. To do all such acts, deeds and things whatsoever which may be deemed necessary or expedient by my attorney(s) for completing and registering the mortgage of the said premises.
3. To insure the premises described in Scheduled 'A' in my name and on my behalf against damage by flood, fire, riot, lightening and earthquake and to assign the insured policy in favour of MSTC Limited, till such time as the amount advanced with interest by MSTC Limited, is repaid in full.
4. This power of attorney will not be revoked by me as long as the loan advance agreement dated \_\_\_\_\_ entered into between me and MSTC Limited, is in force and as long as the money advanced by the MSTC Limited, alongwith interest remain outstanding.
5. AND I HEREBY ratify and agree to ratify and confirm all and whatsoever acts, deeds, and things, the said attorney or attorneys shall lawfully do or caused to be done pursuant to the powers hereby granted.

IN WITNESS WHEREOF this power of attorney has been executed at  
\_\_\_\_\_ of this \_\_\_\_\_ day of \_\_\_\_\_ by me.

**LETTER OF UNDERTAKING**

MSTC Limited,  
225-C, AJC Bose Road,  
Kolkata : 700 020

Dear Sir,

Sub: **GRANT OF HOUSING LOAN**

In consideration of the moneys advanced to me on my application dated \_\_\_\_\_ in order to enable me to apply for purchase of a Flat under \_\_\_\_\_ scheme and in consideration of further advances to be granted to me by you for the said purpose, I undertake as follows :-

1. On getting possession of the house with respect to which advances had been made, I undertake to forthwith apply to the authority concerned for grant of permission to mortgage the premises to you as a security for the loan advanced by you.
2. I further undertake to pursue and follow up the said application to the best of my ability.
3. To adopt such form and procedure as may be directed by you in order to procure the said permission.
4. I undertake that I shall as and when required by you, execute the documents creating legal mortgage or any other type in respect of my property, or such other documents as may be desired by you for fully securing for you the due repayment of all amounts advanced with interest and other charges payable by me to you.

Yours faithfully,

ARTICLES OF AGREEMENT MADE AT \_\_\_\_\_ this day of \_\_\_\_\_  
BETWEEN \_\_\_\_\_ aged \_\_\_\_\_  
years hereinafter referred to as “the Employee” (which expression shall unless repugnant to the context or meaning thereof include his/her heirs executors administrators and assigns) of the one part and MSTC Limited, a Company registered under the Companies Act of 1956 and having its registered of at 225-C, Acharya Jagadish Chandra Bose Road, Kolkata – 700 020 hereinafter referred to as “the Company” (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the other part:

**W H E R E A S**

1. The Employee is at present employed with Company as \_\_\_\_\_ at \_\_\_\_\_. The employee is desirous of purchasing on ownership basis a residential flat being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor of \_\_\_\_\_ of the building now under construction on land bearing Survey No. \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as “the said Flat”)
2. The said building of which the said flat is to form part is being constructed by \_\_\_\_\_ (hereinafter referred to as “the Builders”)
3. The total price payable to the Builders for the said flat is Rs. \_\_\_\_\_.
4. The employee has requested the Company to advance to him/her the sum of Rs. \_\_\_\_\_ to enable him/her to pay in part the purchase price for the said flat to the Builders.
5. The employee has undertaken to the Company that the balance purchase price for the said flat shall be raised by him/her from out of his/her independent resources.
6. The Company has agreed at the request of the employee to advance to him/her the sum of Rs. \_\_\_\_\_ on the following terms and conditions :

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS  
FOLLOWS:**

1. The Company hereby agrees to advance to the employee the sum of Rs. \_\_\_\_\_ to enable the employee to pay in part the purchase price for the purchase of the said flat.
2. The said sum of Rs. \_\_\_\_\_ (hereinafter referred to as “the Housing Loan”) shall be advanced by the Company in suitable instalments as hereinafter mentioned and subject to the terms and conditions of this Agreement and provided at the time of each advance, there shall not be any subsisting breach, of any of the terms and conditions of this Agreement on the part of the employee.

3. The employee has informed the Company that the total purchase price payable by him/her to the Builders for the said flat is Rs. \_\_\_\_\_. The employee has agreed with and undertaken to the Company that he/she will from out of his/her own independent sources pay to the Builders the sum of Rs. \_\_\_\_\_ towards the purchase price and shall utilise the housing loan strictly for payment to the Builders balance purchase price for the said flat.
4. The employee will not request the Company to disburse any amount from out of the housing loan until the employee shall have paid to the Builders the sum of Rs. \_\_\_\_\_ which the employee has agreed to raise from his/her independent sources and the Company will be under no obligation to disburse any amount from out of the housing loan until the employee shall have produced to the Company satisfactory evidence to show that he/she paid to the Builders the sum of Rs. \_\_\_\_\_.
5. The employee hereby agrees to procure the Agreement for sale for the said Flat from the Builders in the joint names of the Company and the employee as the purchasers. The name of the Company shall be shown first and the name of the employee shall be shown second. On the Cooperative Society of the purchasers of flats in the said building being formed the Company and the employee shall become joint members of the society and shall take the allotment of the said flat in there joint names.
6. The employee shall not take possession of the said flat from the Builders. The possession shall be taken by the Company and the Company shall allow the employee to occupy the said flat. The employee shall have no right of any nature whatever to let, sub-let give on leave and licence basis or on caretaker basis the said flat or to part the possession of the said flat or any part thereof, in any manner whatsoever. The employee shall use the said flat for the residence of himself and the members of his/her family. The employee shall regularly and punctually pay all the outgoings in respect of the said flat including Municipal rates and taxes, water charges, electricity bills, maintenance and repair charges and other charges payable in respect of the said flat to the Municipal Corporation and other authorities concerned and/or to the Builders and the Society and produce the receipted bills in respect thereof to the Company within two weeks of the receipt of the bills the employee shall also use the said flat with due care and shall keep the same in proper repairs. In case the employee shall commit default in payment of the outgoing, the Company shall be at liberty to pay the same and the employee shall forthwith on demand reimburse the same to the Company. The authorised representative of the Company shall always be entitled to enter the said flat to view its state of repairs and the employee shall forthwith at his/her own costs carry out repairs which the Company may require on the basis of the report of the authorised representatives.
7. It is expressly agreed that until the entire housing loan and interest thereon and other costs, charges and expenses payable hereunder shall have been paid by the employee to the Company, the employee shall have no interest of any nature whatsoever in the said flat except as herein provided.
8. In case the employee has already entered into Agreement for sale in respect of the said flat with the Builders prior to the execution thereof, the employee shall procure from the Builders a confirmation, in such form as may be desired by the Company, confirming to recognise the Company as a joint purchaser along with the employee and agreeing to give possession of the said flat to the Company only.
9. The employee hereby agrees and undertakes that so long as the Housing Loan, interest and other moneys payable by the employee to the Company hereunder shall have been fully paid, the employee shall observe and perform all the terms and conditions of this Agreement and shall not do any act, deed or thing whereby the Builders may terminate the said Agreement for sale of the said flat or whereby the Cooperative Society to be formed by the Purchasers of flats in the said Building may cancel or revoke the allotment of the said flat to the Company and the employee.

10. Before and disbursement of the housing loan is made by the Company, the employee shall satisfy the Company's legal adviser that the title of the Builder to the piece of land on which the said building is under construction is clear and marketable.
11. On the title of the Builders being found marketable and the Company's architects certifying that the value of the said flat is as represented by the employee and on the Agreement for sale in respect of the said flat being executed by the Builders jointly in favour of the Company and the employee or if the Agreement for sale is already executed in favour of the employee alone then on the Builders executing the confirmation in favour of the Company as provided in clause 8, hereof and on the employee satisfying to the Company that he/she has already paid to the Builders from out of his/her own resources the sum of Rs. \_\_\_\_\_ the Company will make disbursement of the housing loan to the employee under the Agreement for Sale with the Builders. IT IS EXPRESSLY AGREED THAT IF THE Agreement for Sale shall have been entered into jointly with the Company and the employee and if the employee shall commit default in payment of the said sum of Rs. \_\_\_\_\_ which the employee has to arrange from his/her own sources and if the Builders shall make any demand on the Company, the Company shall be entitled to terminate the Agreement for Sale with the Builders and such termination shall be binding on the employee and the employee shall not have any right to claim any damages from the Company on account of the termination by the Company of the Agreement for Sale.
12. IT IS EXPRESSLY AGREED that all disbursements to be made by the Company in respect of the housing loan to the employee shall be made by payment directly to the Builders.
13. The employee covenants to repay to the Company the housing loan by \_\_\_\_\_ equal monthly instalments of Rs. \_\_\_\_\_ each together with interest thereon at the rate as prescribed in the rules. The first instalment of the principal amount of the housing loan shall become payable by the employee to Company on the Builders delivering possession of the said flat or on the payment of the salary of the 18<sup>th</sup> month to the employee after the first instalment of the housing loan is disbursed whichever shall be the earlier. Interest shall be payable by the employee every month on the balance of the principal remaining outstanding every month.
14. The employee hereby authorises the Company to deduct every month the instalments of principal and interest from out of the salary payable to the employee.
15. The employee hereby specifically agrees that the Company shall have the first and paramount charge and lien on all dues of the employee including wages and salary, dearness allowance, bonus, retirement benefits such as gratuity, ex-gratia payments, etc.
16. IT IS EXPRESSLY AGREED THAT notwithstanding anything herein contained the entire unpaid balance of the housing loan, interest and other moneys payable hereunder shall at the option of the Company forthwith becoming due on the happening of any of the following events :-
  - a) On the employee ceasing to be in the employment of the Company.
  - b) On the employee committing breach of any of the terms and conditions of this Agreement.
  - c) On the employee committing any breach of any of the service conditions applicable to him/her.
  - d) On the employee being adjudicated insolvent or any attachment being levied by Court or any other Competent Authority on his/her salary and wages.

e) On the death of the employee.

17. On the happening of any of the events mentioned in clause 16 hereof, the employee and his/her legal representatives shall forthwith on demand pay to the Company all the outstanding dues in respect of the housing loan, interest and other moneys. In the event of default in such payment, the Company shall be entitled to require the employee and/or his/her legal representative to vacate the flat on the expiry of two months' written notice given by the Company and the employee and/or the legal representatives shall on the expiry of the such notice hand over peacefully and vacate possession of the said flat to the Company and the Company shall be at liberty to dispose of the said flat on such terms as it may determine and to appropriate the sale proceeds in payment of all its dues hereunder and the balance, if any, shall be paid over to the Employee and/or his/her legal representatives. The Employee hereby irrevocable authorises the Company to execute in the name of the employee the instrument of Transfer and other assurances for vesting the said flat in the name of the Transferee purchaser.
18. Until all the moneys due in respect of the housing loan shall be paid to the Company, the Agreement for Sale within the Builder, the share certificate issued by the Cooperative Society and other documents of title in respect of the said flat shall remain in the custody and control of the Company.
19. The decision of the Chief Executive of the Company as to whether the employee has committed breach of any provision of this Agreement or as to whether the entire housing loan and interest and other moneys have become refundable before their due dates shall be final and binding on the employee.
20. The terms and conditions of the House Building Advance Rules of the Company as in force from time to time shall also apply to the Housing Loan herein referred to and the said terms and conditions (as amended by the Company from time to time) shall always be treated as forming part of this Agreement.
21. On the employee paying over to the Company the housing loan, interest and all other moneys payable by him/her to the Company hereunder the Company shall execute such papers as may be necessary for vesting the said flat absolutely in the employee.
22. The parties agree to execute such documents and papers from time to time as may be necessary implementing the terms of this Agreement.

IN WITNESS HEREOF THE Parties hereto have hereunto subscribed their respective hands the day and year hereinabove written.

SIGNED AND DELIVERED BY the

Within named employee in the presence of

SIGNED AND DELIVERED BY THE

Within named Company

MSTC LIMITED

in the presence of :

**ANNEXURE-'G'**

**LETTER OF UNDERTAKING**

MSTC Limited,  
225-C, AJC Bose Road,  
Kolkata : 700 020

Dear Sir,

Sub: **GRANT OF HOUSING LOAN**

In consideration of the moneys advanced to me on my application dated \_\_\_\_\_ in order to enable me to apply for purchase of a Flat under \_\_\_\_\_ Scheme and in consideration of further advances to be granted to me by you for the said purpose, I undertake as follows :-

1. On getting possession of the house with respect to which advances had been made, I undertake to forthwith apply to the authority concerned for grant of permission to mortgage the premises to you as a security for the loan advanced.
2. I further undertake to pursue and follow up the said application to the best of my ability.
3. To adopt such form and procedure as may be directed by you in order to procure the said permission.
4. I undertake that I shall as and when required by you, execute the documents creating legal mortgages or any other type in respect of my said property, or such other documents as may be desired by you for fully securing for you the due repayment of all amounts advanced with interest and other charges payable by me to you.

5. I undertake that I shall not transfer any of my title, interest and/or rights vested in the said property which is to be in the joint ownership with the Company, i.e. MSTC Limited and me for which I have been granted house building advance of Rs. \_\_\_\_\_ in any manner whatsoever without the prior knowledge and specific permission of MSTC Limited. and letter to this effect from the concerned Cooperative Society/name of the seller is produced herewith for your record.

Yours faithfully,



**APPLICATION FOR GRANT OF ADVANCE UNDER THE HOUSE BUILDING ADVANCE  
RULES**

1. a) Name of the employee in block letters :
- b) Date of appointment in the Company :
- c) Designation/Department :
- d) Whether permanent employee/temporary/ :  
on deputation/on contract/on probation specify
- e) Length of continuous service rendered in :  
Company
- f) Date of birth :
- g) Date of superannuation/expiry of contract :
- h) Scale of pay and present basic pay :
- i) Dearness Allowance :
- j) Place of posting :
- k) Nature of accommodation which the :  
employee has at present or is available  
to him/her
2. Do you own a house in your own rights :  
either individually or jointly, if so, please  
give details
3. Does your wife/husband, minor children or :  
any other legal dependents own a house  
whether individually or jointly, if so, give  
particulars
4. Is your wife/husband an employee of the :  
Company? If so, give particulars
5. Please indicate the purpose for which :  
advance is required, such as
  - a) Acquisition or purchase of land (Freehold :  
or long term lease) and construction of  
house thereon
  - b) Construction of house on such land :  
already owned or purchased or acquired on  
long term lease by the employee in his/her  
name or jointly in the name of the employee  
and his spouse
  - c) For enlarging living accommodation of :  
Existing house
  - d) Purchase of newly built house or flat on :

ownership basis

- e) Purchase of a flat under Self Financing :  
Scheme of Govt., Central or State, Municipality, Local bodies and Cooperative Housing Societies
6. In respect of any of the applicable items in :  
Col 5, please furnish the following details
  - a) Area of the plot of land already owned or :  
proposed to be purchased and whether the same is freehold/lease-hold
  - b) Value of the plot of land to be purchased/ :  
already purchased by the employee
  - c) The name of the city or town where the :  
plot of land is situated and the exact address and details thereof
  - d) The name of Municipality or other Public :  
Body or local authority in whose jurisdiction the plot is located
  - e) The name of the existing owner and the :  
certified or attested copy of the Agreement of sale deed or other title deed to prove the ownership and possession of the plot
  - f) Is the plot a developed one on which :  
construction could be started immediately ?
7. In case of construction of house/enlarging :  
living accommodation of existing house, please furnish the following additional information
  - a) Plinth area of the owned house if any/ :  
house proposed to be extended/new house proposed to be built. Please attach an attested or photostat copy of the approved site plan of the existing house/tentative site plan of the proposed house/expansion
  - b) Whether the plans for construction/ :  
expansion of house are sanctioned/ approved/cleared ?  
If yes :
    - i) Sanctioning Authority :
    - ii) Sanction valid upto :
    - iii) Attested/Photostat copy of sanctioned :  
plan
  - c) In the event of the employee having a :

leasehold interest, a copy of the lease should be furnished and the number of years for which the leasehold interest is unexpired should be stated with the provision for renewals, if any

- d) Whether the property belongs to the :  
employee in his/her own right or jointly with  
others, and, if so, the nature of interest of  
any such other person
- e) The estimated cost of the proposed :  
construction/expansion
- 8. In case the employee requires housing :  
advance for purchasing a ready-built house  
or tenement, please furnish the following  
additional particulars
  - a) The exact location of the house :
  - b) The floor area of the house in square metres:
  - c) Original cost, municipal valuation or other :  
authorised valuation of the house
  - d) Condition of the house and the approximate :  
age thereof
  - e) Name and address of the owner or lesser :
  - f) Approximate price to be paid/annual lease :  
rent to be paid and the duration of the  
lease period
  - g) Nature of interest of the owner/lesser and :  
whether any other person is entitled to the  
same
  - h) The period of the lease which is unexpired :  
and the provision of the renewal thereof. To  
also furnish a copy of the lease evidence  
that the lesser has no objection to the  
mortgage of the leasehold interest in favour  
of the Company
- 9. Please furnish the following additional :  
information
  - a) Approximate value of the property acquired :  
or intended to be acquired and the basis  
thereof
  - b) Amount to advance required by the :  
employee. Please indicate the case  
requirement on financial year basis
  - c) Whether you are in a position to repay the :  
advance with interest by convenient monthly  
deductions from your pay before the date of  
your superannuation and partly if necessary,

from the gratuity to which you are eligible under the Company Rules (Please refer to clause 6.1.4 of the HBA Rules)

- d) Number of years in which the advance with accruing interest is proposed to be repaid :
- e) Whether any advance has been taken in the past for this purpose from :
  - i) The Company :
  - ii) Provident Fund :
  - iii) Insurance Co. :
  - iv) Any other source. If so, give particulars :
- f) Names of the Architect, contractors, promoters and other persons concerned in the acquisition or construction of the property :
- g) Is the advance admissible under clause 5.1.2 of the Rules :
- 10. a) Is your title to the land/house to be acquired undisputed and free from encumbrances ?
- b) Does the locality in which the plot of land/ house is situated possess essential services like roads, water supply, drainage, sewerage, street-lighting, etc (Please furnish a site plan with complete address) :
- c) In case of owned a land owned house whether all rent, municipal and other taxes have been paid upto date. If so, please attach an attested/photostat copy of the receipt :

11. DECLARATION :

I, Shri/Miss/Mrs \_\_\_\_\_ the employee above named do solemnly declare that the information and particulars furnished by me in reply to the various items indicated above are true to the best of my knowledge and information and that I have not concealed any fact or statement and I undertake to produce as required by the Company from time to time, all other information and documents that may be required in support of the said statements. I also confirm and acknowledge having read the House Building Advance Rules and Regulations of MSTC Limited and agreed to abide by the terms and conditions stipulated therein and confirm that any modifications or amendment to such Rules and Regulations and the forms and other conditions that may be prescribed by the Company from time to time will be valid and binding on me and no further consent or objection may be required from me for the purpose.

I further certify that my wife/husband is not an employee of the Company and has not applied for and/or obtained any housing advance under these Rules or any other loan or advance from any other sources referred to in the Rules and Regulations nor made

any withdrawal from the Provident Fund in connection with the purchase, acquisition or construction of a house or tenement.

I agree and undertake to execute all documents as may be required by the Company under the House Building Advance Rules in the event of the loan being sanctioned to me.

I also agree and undertake to take effective steps to acquire, purchase or complete the construction/expansion of the house/tenement for which the advance has been applied for within a period not exceeding 18 months or such other time as the Company may grant and shall not divert or utilise the fund so advanced for any other purpose whatsoever.

I declare that in the event of any of the statements made by me herein above or the particulars from time to time furnished by me are false or incorrect or misleading, the Company will be entitled to immediately recall entire house building advance without prejudice to any other rights available to the Company in that behalf.

Any issue relating to the interpretation of the above provisions or any doubt or dispute in relation to the house building advance applied for and sanctioned to me would be subject to the decision of the Officer nominated by the Company and the same would be final and binding on me.

Solemnly declare at \_\_\_\_\_ on the \_\_\_\_\_ day  
\_\_\_\_\_

Signature of applicant

Department/Section in

Date of applicant \_\_\_\_\_ which employed.

**Vigilance Department**

### **FORM**

**Sub: Application giving information of/seeking permission for acquisition/ disposal of movable/immovable properties.**

Sir,

I intend to acquire/dispose off/I have already acquired/disposed off the movable/immovable property details of which along with other necessary information are furnished below:

Name, Designation (In Block Letters)  
and Employee Number

Department

Date of joining in MSTC/Post/Scale of pay etc.

Last Promotion

Particulars of post held & pay

Whether the Employee wants to acquire or dispose off property.  
The mode of acquisition/disposal i.e. whether by purchase, sale, gift, mortgage etc

Whether the employee wants to acquire/dispose of property in his own name or in the name of any other member of his family.  
In the latter case the name, address of the member of the family

and relationship with the person in whose name the transaction is being made.

Nature of the property proposed to be acquired/disposed off  
State whether movable or immovable

- a) In case of movable property state whether jewellery, Insurance Policy, Share, Securities, Loans, Motor Car/Cycle/Scooter/Refrigerator/radio/Radiogram/Record Player/TV Set etc. & give detailed particulars & distinguishing marks such as make, model Reg.No., Chasis No., Engine No., Capacity. Relay No., Thermostat No., Compressor No., etc as may be applicable.
- b) In case of immovable property (i) Please state, J.L. No., Dag No. Khatian No. P.S., dist., Area etc. (ii) In case of a building please give full details i.e. No of rooms, measurement of the rooms, sanitary fittings/Elec. Fittings etc. in addition to the information as in b (i) above.

In case of disposal of property, please state

- a) Whether the property has been shown in property return, if not please state reasons thereof.
- b) Whether intimation given/permission obtained at the time of acquisition. If so, give particulars, if not state reasons.
- c) Whether any loan for purchase of the property was taken from the Company, if so, the amount, when taken, and if amount has been recovered in full with interest.

Total amount involved in the transaction  
(State purchase/selling price etc.)

Source of finance: (In case of acquisition)

- a) Own savings (please state the Bank A/c. No. and other details

Other sources (with details)

Was permission or sanction of the appropriate authority taken where necessary under the rules ( for instance for taking loan, for accepting money from father, mother or other relations as gift, selling motor cycle/scooter/car etc. purchased by taking advance from the Company etc.)

Full name, address and occupation of the party with whom the transaction is to be made

Is the transaction being conducted?

- a) With a person who has/had official dealings with the employee concerned

Through a regular or reputed dealer, if so, please state the name and complete address of the dealer.

If this is an ex-post-facto intimation or request for sanction, state reasons for not giving prior intimation or obtaining prior permission.

Remarks, if any

I..... hereby declare that the particulars given above are correct to the best of my knowledge and belief

(i) I, therefore, request that I may be granted permission to acquire/dispose off the aforesaid property.

(ii) This is for information under the Conduct Rules.

Date:

Signature :

Designation:

Department:

Date:

**SANCTION ORDER**

Shri/Miss/Mrs \_\_\_\_\_ has been granted an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the purpose of \_\_\_\_\_ in accordance with Rule 6.1.1 of MSTC House Building Advance Rules. The advance will be subject to the terms and conditions as laid down in the HBA Rules.

1. Specifically

A. Purchase of land and construction of house.

For purchase of land:

- a) If the land is to be acquired by the employee, he/she shall obtain the title deed from the seller and submit the same to the Competent Authority or the officer nominated by him/her in order to enable him to ascertain that the title deed is free from all encumbrances and is marketable.
- b) If the title is clear and free from all encumbrances, the advance may be sanctioned on production of the agreement for purchase of land with the seller.
- c) The advance of money shall be against promissory note in format prescribed in Annexure ‘A’ and on the undertaking (Annexure ‘K’) of the employee to deposit the title deeds of the land as and when the same are made available to him/her, payment not exceeding 20% of the total sanctioned advance will be made.
- d) The employee shall deposit the title deeds with the Company as and when the same are conveyed to him/her.
- e) The employee shall thereafter execute a memorandum of deposit of title deeds as specified in Annexure ‘C’.
- f) The employee shall thereafter execute an irrevocable power of attorney in the format prescribed in Annexure ‘D’.

For construction of House:

- a) On mortgaging the land purchased along with the house to be built thereon by the employee and on his/her indicating a schedule of construction of the house, a further amount not exceeding 20% of the advance will be sanctioned. A further advance not exceeding 30% of the advance will be sanctioned when the house reaches plinth level. The remaining 30% of the advance shall be sanctioned when the house reaches the roof level. The employee shall ensure that the construction of the house is carried on according to schedule and is completed in all respects within 18 months of the drawal of the first instalment of his/her advance.

\*Indicate the purpose in terms of clause 5.1 of MSTC HBA Rules.

- b) Each advance to the employee shall be against a promissory note in the format prescribed in Annexure ‘A’ and on his/her undertaking to mortgage the said house in favour of the Company as and when the same is constructed.
- c) The employee shall deposit the title deeds as and when the house is constructed and shall further execute an undertaking in the format prescribed in Annexure ‘B’.



- d) The employee shall thereupon execute the Memorandum of Deposit of title deeds as prescribed in Annexure 'C'.
- e) Thereafter, the employee shall execute an Irrevocable Power of Attorney in favour of MSTC Ltd., and the authorised officer of the Company in the format prescribed in Annexure 'D'.

B. Construction of house on land already purchase/owned by employee :

- a) The employee shall submit to the Competent Authority the title deed of land or plot and an estimate of its value for an investigation into his/her title. If the title is clear and the advance is sanctioned, an amount not exceeding 30% of the sanctioned advance will be paid after the employee mortgages the land purchased/owned by him/her in favour of the Company.
- b) 40% of the advance sanctioned will be paid when the house reaches the plinth area against the execution of promissory note in the format prescribed in Annexure 'A' and a simultaneous undertaking (Annexure 'K') by the employee to mortgage the house as and when it is completed in favour of the Company as a security for the money advanced.
- c) The remaining 30% of the sanctioned advance will be paid when the house has reached roof level.
- d) Thereafter, the employee will be required to deposit the title deeds of the house.
- e) Subsequent to the deposit of the title deeds, the employee shall execute a Memorandum of Deposit of title deeds in the format prescribed in the Annexure 'C'.
- f) The employee will also be required to furnish an undertaking in the format prescribed in the Annexure 'B'.
- g) The employee shall lastly execute in favour of MSTC Ltd., and the authorised officer of the Company a Power of Attorney in the form prescribed in Annexure 'D'.

NOTE: Deposit of title deeds as regards the land already owned or purchased by the employee and advance of money against such deposit of title deeds – in case the title deeds with respect to the money advanced be not enough to secure such loan, the loan should be secured through a promissory note in the format at Annexure 'A'.

Subsequent advances ought to be secured by a fresh promissory note as and when such advances are made, unless the value of the land in respect of which the title deeds have already been deposited is sufficient to secure the advance to the employee.

C. Purchase of ready built house :

- a) When the advance is required for the purchase of ready built house, the employee shall submit the title deeds to the Competent Authority or the officer nominated by him/her who will arrange for verification of the seller's title and ascertain whether it is marketable and free from all claims, charges or encumbrances.
- b) The amount of the advance sanctioned shall be paid to the employee in one lump sum on his/her executing a promissory note for the amount advanced in the format prescribed in Annexure 'A' and on his/her giving a simultaneous undertaking (Annexure 'K') to mortgage the property in favour of the Company as and when the title deeds of the same are made available to him/her.
- c) The employee shall deposit the title deeds as and when the same are made available to him/her.
- d) The employee shall thereafter execute the Memorandum of Deposit in the format prescribed in Annexure 'C'.
- e) Subsequent thereto, the employee shall give an undertaking in the format prescribed in Annexure 'B'.
- f) The employee shall thereafter execute an Irrevocable Power of Attorney in favour of MSTC Ltd., and the authorised officer of the Company in the format prescribed in Annexure 'D'.

D. Purchase of Flat under Self-Financing Housing Scheme or from Housing Cooperative Societies :

- a) The total loan to be given by the Company shall be restricted to the advance admissible under these rules. The rate of interest, recoveries and all other matter will be governed by the provisions of these Rules.
- b) After the application of the employee is accepted, by the housing scheme concerned, he/she will be allowed to draw as and when required, the amounts which are to be deposited with the authority concerned of the said housing scheme. Each advance allowed to the employee shall be against execution of a promissory note in the format prescribed in Annexure 'A'. The advance will be subject to overall ceiling of the quantum to which the employee is eligible under these rules.
- c) The employee shall thereupon execute a letter of undertaking in the format prescribed in Annexure 'E'.
- d) In the event of the employee's request for allotment not being accepted to the relevant housing scheme, the amount of initial deposit refunded by the said housing scheme shall be paid back to the Company by the employee immediately at one lump sum.
- e) In case the relevant housing scheme takes any part or the whole of the amount deposited with them from the employee for not complying with any of their requirements or for any other reasons, the same will be on the individual employee's account and the Company will not undertake any liability in this regard.
- f) When the house or flat with respect to which the advance have been effected, has been allotted to the said employee he/she shall forthwith deposit the title deeds with respect to the same to the Company.
- g) Subsequent to the deposit of the title deeds, the employee shall execute a Memorandum of Deposit of title deeds in the format prescribed in Annexure 'C'.

- h) Subsequent thereto, the employee shall execute an Irrevocable Power of Attorney in the format prescribed in Annexure 'D'.

NOTE : Out of 1, (A), (B), (C) and (D) strike out whichever is not applicable.

- II
- a) In areas where mortgage by deposit of title deed is not permissible, the advance will be secured by an English mortgage in the prescribed form.
  - b) The advance for the construction of the house will only be released after the repayment of the advance with interest is secured by the first legal mortgage or change in favour of the Company, or on the land and the house to be built thereon.
  - c) Even in these cases where the advance is secured by an English mortgage, the other documents such as Promissory Note, Irrevocable Power of Attorney and Letter of Undertaking, wherever applicable will continue to be executed.
- III
- a) The Company shall have first and paramount charge and lien on all the dues of the employee including wages and salary, dearness allowance, bonus, retirement benefits such as gratuity, ex-gratia payment etc.
  - b) Advance granted under these rules shall carry a rate of interest as prescribed in the rules while sanctioning advances to their employees. The amount of such interest shall be calculated on the balance of advances outstanding on the first day of each month.
  - c) Immediately on completion of building (or purchase of the land or house as the case may be), the employee shall insure the house at his/her own cost, with the Insurance Corporation, for the actual cost of such property, and shall keep the property insured against damage as to fire, flood, riot, lightning and earthquake, till the amount of advance together with the interest is fully repaid to the Company. The Insurance Policy shall be assigned in favour of the Company and deposited with the Company until the amount with interest is repaid in full. The premium must be paid regularly and receipts submitted for inspection by the Competent Authority.
  - d) The advance granted under these rules, together with interest thereon, shall be repaid in full within a period not exceeding 20 years. The recovery of the principal amount of advance and the accruing interest shall be made simultaneously every month over a period of 20 years or remaining period of service, whichever is earlier. The amount to be recovered shall be fixed in whole rupee, except in the case of last instalment. Recovery of advance granted for construction of a new house shall commence from the pay of the month following the completion of the house or the pay of the 18<sup>th</sup> month after the date on which the first instalment of the advance is paid to the employee, whichever is earlier. It will be open to the employee to pay the amount in a shorter period. In any case, the entire advance must be repaid in full (with interest thereon) before the date on which he/she is due to retire or separate from the service. Recovery in case of HBA for acquisition of land from Government agencies shall commence after 18 months from the month of the allotment of land or from the month following completion of the house thereon, whichever is earlier. In the case of an advance taken for purchasing a ready-built house, recovery shall commence from the pay of the month following that in which the advance is drawn. The recovery of HBA granted for acquisition of flats under the various housing schemes offered by the Government agencies, shall commence after 36 months from the date on which the house/flat is allotted to the employee by the Government Agency or from the month following the one when the flat/house is handed over to the employee, whichever is earlier. This however, will be subject to the condition that the employee has adequate service left to enable him to repay the entire loan with interest before the date of his superannuation.

- e) In case the employee does not repay the advance due on or before the date of his/her retirement, it shall be open to the Company to enforce the security of the mortgage at any time, thereafter, and recover the balance of the advance due together with interest and cost of recovery, by the sale of the house or in such manner as may be permissible under the law.
- f) Recovery of the advance shall be affected through the monthly pay/leave salary/subsistence allowance bills of the employee.
- g) If the employee of the Company ceases to be in service due to any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount shall become payable to the Company forthwith.
- h) The title deeds deposited to the Company as a security for the moneys advanced/the property mortgaged to the Company shall be re-conveyed to the employee concerned (or his/her successor-in-interest as the case may be) at his/her cost after the advance together with the interest thereon has been repaid in full.
- i) Notwithstanding the benefit of repayment of the advance by instalments as above, in the event of any default or breach of these rules, or the mortgage security, it shall be open to the Company to enforce the security at any time thereafter and recover the balance advance outstanding including interest and costs and other charge or proceed against the employee in such other manner as is permissible by law and the entire amount shall in such a case become immediately due and payable to the Company.
- j) The construction of the house shall be carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior approval of the Competent Authority. The employee shall certify, when applying for the instalments of the advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him/her and that the construction has actually reached plinth/roof level and that the amount already drawn has actually been used on the construction of the house. The Company, if necessary, may arrange to have an inspection carried out to verify the correctness of the certificates given, at the cost of the employee. Construction of house should be completed within 18 months of the date on which the first instalment of the advance is paid to the employee. Failure to do so, will render the employee liable to refund the entire amount advanced to him/her (together with interest thereon) in one lump sum.
- k) The date of completion of construction must be reported to the Competent Authority without delay.
- l) The house must be maintained in good repair by the employee at his/her own cost. He/she shall also keep it free from all encumbrances, and shall continue to pay all the Municipal and other local rates and taxes regularly until the advance has been repaid to the Company in full. The employee of the Company shall furnish an annual certificate to this effect to the Competent Authority.
- m) After the completion of the house, annual inspections may be carried out by any authorised officer to ensure that it is maintained in good repair until the advance has been repaid in full. The employee concerned shall afford necessary facility for these inspections by the officer(s) designated for the purpose.

- n) An employee availing himself/herself of this scheme and not complying with any or all the provisions of the scheme or furnishing wrong or false information or certificate or misusing the facility in any form, will be guilty of misconduct and render himself/herself liable to disciplinary action involving major penalties, apart from incurring the liability to refund the entire amount of the loan outstanding and interest thereon.

For MSTC Limited.,

**Copy to :**

1. Shri/Smt
2. Finance
3. Chief Vigilance Officer-
4. Personal File

FORM OF MORTGAGE DEED FOR HOUSE BUILDING ADVANCE

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_ **BETWEEN**  
**SHRI/SMT/MISS** \_\_\_\_\_ S/O, D/O, W/O of  
\_\_\_\_\_ and R/O \_\_\_\_\_

hereinafter called "**THE MORTGAGER**"( which expression shall whenever the context requires or permits be deemed to include his/her heirs, executors, administrators and assigns) of the **ONE PART AND MSTC LIMITED** hereinafter called "**THE MORTGAGEE**"(which expression shall unless excluded by or repugnant to the subject or context include its successors and permitted assigns) of the **OTHER PART** ;

WHEREAS the Mortgager is seized and possessed of and absolutely entitled to as proprietor thereof to the hereditaments and premises hereinafter particularly set forth and described and intended to be hereby mortgaged free from all charges encumbrances liens and attachments ;

AND WHEREAS the Mortgager having occasion to borrow the sum of Rs. \_\_\_\_\_ applied to the Mortgagee to advance the same which it has agreed to do on having the repayment thereof with interest hereon as hereinafter mentioned secured by such conveyance by way of mortgage of land hereditaments and premises hereinafter fully set forth and described as hereinafter appear ;

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of Rs. \_\_\_\_\_ well and truly paid by the Mortgagee to the Mortgager at or before the execution of these presents, the receipt whereof the Mortgager both hereby admit and acknowledge.

1. The Mortgager hereby covenants with the Mortgagee to pay to the Mortgagee by the \_\_\_\_\_ day of \_\_\_\_\_ the sum of Rs. \_\_\_\_\_ principal amount with interest thereof at the prescribed rate.
2. The borrower as beneficial owner hereby mortgages with the Mortgagee the property known as \_\_\_\_\_ and situated at \_\_\_\_\_ and more particularly described hereunder as security for the payment to the Mortgagee of all principal moneys and interest.
3. The Mortgager hereby covenants with the Mortgagee that :-
  - a) However, otherwise the said messuage land hereditaments and premises are known or reputed to be together with all building fixtures lights yards courts, areas sewers drains ways paths passages common fences, walls, water, water courses rights liberties privileges easements and appurtenances to the said messuage land hereditaments and premises belonging or in any wise appertaining or usually held or occupied there with or reputed to belong or to be appurtenant hereto and all the estate right title and interest of the Mortgager or of any other person or persons claiming any interest on his behalf in the said messuage land hereditaments and all singular other than the premises hereinbefore granted or otherwise assured or expressed or intended so to unto and to the use of the Mortgagee forever.
  - b) Subject to the proviso for redemption hereinafter contained provided always and it is hereby agreed and declared that if the Mortgager shall on the \_\_\_\_\_ day of \_\_\_\_\_ pay or cause to be paid to the Mortgagee the said sum of Rs. \_\_\_\_\_ with interest for the same or at after the rate of \_\_\_\_\_ percent interest by the year in the meantime payable by equal monthly instalments without any deduction or abatement whatsoever and shall pay all rates, taxes and impositions in respect of the said messuage land

hereditaments and premises and shall pay all costs and charges including costs as between attorney and client which the Mortgagee may have to pay or incur or be put to in or about the recovery of the moneys secured by these presents or otherwise howsoever then and in that case the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgager re-convey the said hereditaments and premises hereby granted unto the Mortgagee or as he shall in that behalf order or direct free from all encumbrances whatsoever in the meantime made or commuted by the Mortgagee.

- c) The Mortgager shall and will on the day of \_\_\_\_\_ 200\_\_\_\_\_ pay to the Mortgagee the said sum of Rs. \_\_\_\_\_ and will also pay interest for the same in the meantime at the rate of \_\_\_\_\_ percent per annum payable by equal instalments as aforesaid and that if the said sum of Rs. \_\_\_\_\_ or any part thereof shall remain unpaid after the said ..... day of ..... then the Mortgager will so long as the said sum of Rs. .... or any part thereof shall remain unpaid, pay to the Mortgagee interest for the said sum of Rs. \_\_\_\_\_ or such thereof as for the time being shall remain unpaid at the rate aforesaid by equal monthly payments such interest to be calculated and that Mortgager shall pay all costs charges including costs between attorney and client which the Mortgagee shall incur or be put to be or be liable to pay and in and about the recovery of the moneys secured by these presents.
- d) Provided always and it is hereby expressly agreed and declared that should the Mortgager made default in paying or omit to pay the Mortgagee \_\_\_\_\_ consecutive monthly instalments of interest as aforesaid then the whole of the moneys for the time being owing on security of these presents shall notwithstanding anything herein contained at once become due and payable to the Mortgagee and he shall thereupon be at liberty to exercise and enforce all his rights or remedies for the recovery of the moneys due to owing on the security of these presents and,
- e) The Mortgager further covenants with the Mortgagee that the Mortgager is seised and possessed of and absolutely entitled to the said hereditaments and premises free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances whatsoever and that the Mortgager now hath in himself good right and full power to grant the said hereditaments and premises hereby granted unto and to the use of the Mortgagee in the manner aforesaid and that free from all encumbrances whatsoever and further that the Mortgager and all other persons having or lawfully and equitably claiming any estate or interest in the said hereditaments and premises or any part thereof shall and will from time to time and at all time hereafter at his own costs during the continuance of this security and thereafter at the cost of the person or persons acquiring the same do and execute or cause to be done or executed all such acts deeds and things for further and more perfectly assuring the said hereditaments and premises unto and to the use of the said Mortgagee as shall or may be reasonably required.

AND it is further agreed and declared that if the borrower fails to pay the Mortgagee money with interest as agreed upon the Mortgagee shall be entitled to realise his dues by sale of the mortgaged property, and if the sale proceeds thereof are insufficient to satisfy the Mortgagee's dues to recover the balance from the person and other property of the Mortgager.

IN WITNESS WHEREOF the Mortgager has hereunto set his/her hand and Shri/Smt \_\_\_\_\_ (the delegated officer with designation) for and on behalf of the MSTC LIMITED has hereunto set his/her hand.

Signed by the said (Mortgager) \_\_\_\_\_

In presence of

1<sup>st</sup> Witness :

Address

Occupation.

2<sup>nd</sup> Witness :

Address:

Occupation.

Signed by Shri/Smt \_\_\_\_\_ (the delegated officer for and on behalf of MSTC Limited.

In the presence of

1<sup>st</sup> witness

Address

Occupation

2<sup>nd</sup> witness

Address

Occupation

## ANNEXURE-'K'

### LETTER OF UNDERTAKING

MSTC Limited,  
225-C, AJC Bose Road,  
Calcutta : 700 020

Dear Sir,

Sub: **GRANT OF HOUSING LOAN**

I, Shri/Smt/Ms. \_\_\_\_\_ resident of \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, hereby, agree and undertake that :-

1. I shall deposit the Memorandum of Title Deeds in respect of my property as a security for due repayment by me of the amounts advanced/to be advanced as soon as I get the Memorandum of Title Deeds.

I endeavour my best to obtain the Deeds at the earliest possible.

I also, hereby, agree and undertake that I shall deposit any other document/documents as may be desired by you for fully securing to you the due repayment of all amount advanced/or to be advanced with interest and other charged payable by me to you.

2. I shall mortgage the land/house, as and when it is completed in favour of the Company, as a security for the money advanced.( vide clause 8.3.2 of Rules )
3. I shall mortgage the property in favour of the Company, as and when the title deeds of the same are made available to me. ( vide clause 8.3.3(b) of the Rules )

Yours faithfully,

### ACKNOWLEDGEMENT OF DEBT

I hereby acknowledge my debt of Rs. \_\_\_\_\_ to MSTC limited in respect of which I have executed a promissory note dated \_\_\_\_\_

Name

Department

Signature





**MSTC LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**

**RULES REGARDING GRANT OF ADVANCE FOR  
PURCHASE OF MOTOR VEHICLE**

**1.0 OBJECTIVE**

- 1.1 To assist the employees of the Company in the purchase of Motor Vehicle (Motor Car /Motor Cycle/ Scooter / Scooterette/Moped) by providing an advance.

**2.0 SCOPE**

- 2.1 These rules will apply to all employees who have completed one year of service

**3.0 DEFINITIONS**

- 3.1 "Sanctioning authority "means officer(s) to whom powers have been delegated in this regard as per "Delegation of Powers".
- 3.2 "Company" means MSTC LIMITED and offices, under its charge.

**4.0 ELIGIBILITY**

*4.1 The rules shall apply to all employees including Management Trainees on completion of one year of training but will exclude the following*

- a. Casual, Part time, Work Charge, MNR and other temporary employees.
- b. Apprentice and Trainees during the period of Apprenticeship/Training.
- c. Persons appointed on contract for less than 3 years.
- d. Employees under suspension.
- e. Foreign Technicians.
- f. Deputationists.
- g. Employees on probation on first appointment except Management Trainees.

*4.1.1 Employees drawing a basic pay of **Rs. 10,000/- p.m.** and above will be eligible for advance for purchase of scooter/motor cycle /scooterette/moped*

*For physically Challenged employees, no cap on basic pay and the advance to be used for scooter/motor cycle to purchase specially designed three-wheeler or power-driven tricycles.*

*4.1.2 Employees in S-9, S-10 & S-11 grade and all executives excluding Management Trainee will be eligible for advance for purchase of Motor Car.*

*(Amended w.e.f. 4-2-2011 vide Circular No. P&T/01/027/03/910 dated 22-02-2011)*

*(\*Revised consequent upon revision of pay scale w.e.f. 01.01.1997 vide Circular No. P&T/01/028/87/752 dated 11.11. 2002)*

**NOTE**

Basic Pay will include NPP and Personal Pay

**5.0 ENTITLEMENT \***

5.1 The maximum amount of advance admissible will be as under:

5.2 For purchase of Motor Car (Including jeep):

- i) Upto E-4 – Rs. 3 lakh

- ii) E5 to E6 – Rs. 5 lakh
- iii) E-7 & above – Rs. 6 lakh

Or price of vehicle whichever is less.

(Amended w.e.f. 4-2-2011 vide Circular No. P&T/01/027/03/910 dated 22-02-2011)

### 5.3 For purchase of Motor Cycle/Scooter/ Scooterette/ Moped etc.:

Rs.50, 000/- (Rupees Fifty thousand only) or price of the vehicle, whichever is less.

(Amended w.e.f.04.02.2011 vide circular No. P&T/01/027/93/910 dated22.02.2011)

(Amended w.e.f. 4-2-2011 vide Circular No. P&T/01/028/87/491 dated 16/10/2007)

## 6.0 INTEREST \*

### 6.1 The rate of interest on advance

- a. For purchase of motor car (Including Jeep)  
Upto Rs. 3 lakh: 6% p.a.  
Above Rs. 3 lakh: 9.5% p.a.
- b. For purchase of motor cycle/ scooter/ scooterette/moped:  
Upto Rs. 30,000/- : 4% p.a.  
Rs. 30,000/- to Rs. 50,000/- : 5% p.a.

(Amended w.e.f. 4-2-2011 vide Circular No. P&T/01/027/03/910 dated 22-02-2011)

- 6.2 [Note: The rate of interest for employees who have availed of the advance at higher rates would stand modified as per the above rates. However, the revised rate in such cases, will be applicable on the outstanding principal amount as on 1.1.2005]  
(Amended w.e.f.1/1/205 vide Circular No. P&T/01/032/89/103 dated 4/5/2005)

- 6.3 The rate of interest is, however, subject to variation as per decision of the Company.

- 6.4 The interest shall be calculated on the balance outstanding on the last day of each month.

(\* Amended w.e.f 13.10.96 vide Circular no. P&T/01/028/87/2682 dated 08.01.1997)

## 7.0 REPAYMENT

### 7.1 The advance shall be repaid in

- a. Not more than 120 monthly instalments for scooter / motor cycle.
- b. Not more than 75 monthly instalments for scooterette/ moped etc. and
- c. Not more than 218 monthly instalments for car.

\*(Amended w.e.f.1/1/205 vide Circular No. P&T/01/032/89/103 dated 4/5/2005)

- 7.2 The recovery of principal amount of advance and interest accrued shall be made simultaneously every month over the period mentioned at 7.1 above.

\*(Amended w.e.f.1/1/205 vide Circular No. P&T/01/032/89/103 dated 4/5/2005)

- 7.3 The advance shall be recovered by pay roll deduction each month commencing from the month following the month in which the advance is drawn.

- 7.4 If the tenure of service of an employee is expected to be less than the normal repayment period, the instalments shall be so regulated that the advance with interest is recovered before he/she leaves the Company.

- 7.5 An employee separated from the Company's service before completion of the repayment of the advance with interest shall be liable to refund the balance amount due to the Company before such separation.

- 7.6 If an employee is under suspension, the instalment amount during the period of suspension may be reduced at the discretion of the sanctioning authority but the total advance with the interest shall be recovered within the scheduled period.

## 8.0 CONDITIONS FOR GRANT OF ADVANCE

- 8.1 The advance will be admissible for purchase of one vehicle only.

### 8.2 ASSESSMENT OF PRICE OF VEHICLE

If the vehicle is new, the price of the vehicle shall be indicated in the sale invoice issued by the dealer. If the vehicle is not a new one, the sanctioning authority may require that the price of the vehicle be assessed by his representative.

### 8.3 EXCESS AMOUNT TO BE REFUNDED

If the price of the vehicle is less than the amount of advance drawn, the excess of the amount shall be refunded to the Company within 7 days of purchase.

### 8.4 ITEMS INCLUDED IN THE PRICE OF THE VEHICLE

The price of the vehicle will include expenditure on the items like spare wheel together with a tire and tube, the pillion seat of a scooter which have to be purchased along with the Motor Car, Motor Cycle, Scooter /Scooterette/Moped

- 8.5 The sanction order for the advance shall be valid for a period of 3 months.

- 8.6 An advance for purchase of vehicle can be granted if the application is made within a period of 30 days from the date of purchase / finalisation of the deal.

### 8.7 PURCHASE TO BE EFFECTED WITHIN 30 DAYS

An employee shall purchase vehicle not later than 30 days from the date of drawal of advance.

### 8.8 AGREEMENT FOR REPAYMENT

An employee shall, before the drawal of advance, execute an agreement in the prescribed form. (Annexure – II)

- 8.9 Fitness of the vehicle to be verified in case of used vehicle. If the vehicle is used one, the sanctioning authority may require that the fitness of the vehicle (ie. It is in sound condition and roadworthy) be verified by a representative of the sanctioning authority. If the advance is already drawn and the representative certifies that the vehicle is not fit, advance shall be refunded to the Company within 30 days.

### 8.10 INSURANCE OF THE VEHICLE AGAINST TOTAL LOSS

a. Immediately after purchase, the vehicle shall be insured by the employee concerned against total loss by fire, theft, accident and/or SRCC for not less than the amount advanced / amount due to the Company, until advance with interest is repaid. (If at any time the amount insured is less than the amount of advance plus interest, the Company reserves the right for insuring for the balance amount and recovering the amount of premium from the employee concerned.)

b. At the time of taking the insurance policy, the employee shall write a letter to the insurance Company notifying that the vehicle is hypothecated to the Company. (Annexure – III)

### 8.11 INSURANCE CERTIFICATE TO BE DEPOSITED WITH THE COMPANY

A copy of the Insurance Certificate shall be deposited with the Company within 30 days after the purchase of the vehicle.

#### 8.12 HYPOTHECATION OF THE VEHICLE TO THE COMPANY

- a. The employee shall hypothecate the vehicle as a security for the advance and the cost price of the vehicle shall be entered in the Deed of Hypothecation (Annexure – IV)
- b. The Deed of Hypothecation shall be deposited with the Company within 30 days of the delivery of the vehicle. The Deed of Hypothecation shall stand cancelled after the advance with interest is fully paid and it shall be returned to the employee duly endorsed on the same to the effect on request.

#### 8.13 FAILURE ON THE PART OF THE EMPLOYEE

- a. In the event an employee fails to comply with or to fulfil any provision of the scheme the Company shall be at liberty to proceed against the hypothecated property and sell the vehicle to recover the balance due to the Company.
- b. In the event of not purchasing the Motor car /motor cycle / scooterette /moped etc. and the failure to refund the advance with the interest thereon within 30 days of the date of drawal of money , the Company shall be entitled to take disciplinary action as deemed fit against him, besides taking any or all such action it may deem fit, to recover the advance together with interest.

#### 8.14 DISPOSAL OF VEHICLE BEFORE ADVANCE IS REPAYED

The advance shall be used only for the purchase of a vehicle as approved by the sanctioning authority. The employee concerned shall not dispose of the vehicle in any manner whatsoever during the period any portion of the advance remains unpaid.

#### 8.15 SALE, TRANSFER OF VEHICLE

An employee desiring to sell or transfer the ownership of the vehicle to another person during the period the vehicle is hypothecated to the Company, shall be required to obtain prior approval of the sanctioning authority and subject to the following conditions.

- a. If he does not wish to purchase another vehicle, the balance amount due to the Company, shall be refunded within 7 days of the sale/transfer.
- b. If he wishes to purchase another vehicle with sale proceeds of previous vehicle subject to the approval of the sanctioning authority. He may purchase another vehicle subject to the following conditions.
  - i) The purchase is made within 30 days of the sale/ transfer of the previous vehicle.
  - ii) He shall continue to repay the balance amount of the advance of the Company.
  - iii) He shall be required to comply with the provisions of the scheme for grant of new advances including.
    1. Price
    2. Fitness Certificate
    3. Insurance
    4. Hypothecation.
  - iv) If the balance due to the Company is in excess of the price of the newly purchased vehicle, the excess amount shall be refunded to the Company within 7 days.

- 9.1 An employee desiring to draw advance under these rules, shall apply to the sanctioning authority in the prescribed form (Annexure – I)
- 9.2 The employee should execute an agreement in the prescribed form for drawing the advance (Annexure II) on non – judicial stamp paper of an appropriate value.
- 9.3 An employee shall, within 30 days of the purchase of vehicle, submit the following documents to sanctioning authority/ his nominee.
- Sale invoice or certificate of price.
  - Registration document of the vehicle in the name of the employee which shall be returned after verification.
  - Copy of the Insurance certificate.
  - Deed of Hypothecation on non – judicial stamp paper of appropriate value.
- 9.4 The registration book of the Car / Motor Cycle/ Scooter/ Scooterette / Moped shall also contain an endorsement by registering authority that it is hypothecated to the Company.

**NOTE: Sanction of Conveyance Advance to an employee is subject to budget provision for the purpose during a particular financial year.**

**(Circular No. P&T/01/028/87/2206 & dated 06.10.1994)**

#### **10.0 \* SECOND/SUBSEQUENT ADVANCE**

*10.1 Second Advance will be granted only after 10 years of first advance and for the purpose the advance drawn under the enhanced ceiling will be treated as the first advance. This is applicable for both motor car and two-wheeler.*

(\*Deleted due to repetition vide 'Decision a' as given under)

- 10.3 When the old vehicle is sold, the amount of second / subsequent advance will be the amount as per these rules or the amount arrived at by deducting the sale proceeds of the old vehicle from the price of the second vehicle, whichever is less.

(\* Amended vide office order no. P&T/ 01/023/87/1779 dated 01.06.1994)

**DECISION:** Sanction of second/subsequent advance in terms of clause 10.0 shall be regulated as under –

- In case an employee having a two-wheeler, second advance for purchase of a car shall be limited to the amount admissible under the rules minus the advance already drawn for the two-wheeler, together, with interest accrued thereon.
- If the old vehicle is sold, the amount of second /subsequent advance shall be limited to the amount as admissible under the rules deducting the sale proceeds of the old vehicle .However if the sale proceeds do not cover the amount of outstanding advance together with interest accrued till date, second advance shall be limited to the amount as admissible under the rules minus the amount of outstanding advance together with the interest accrued thereon.

**(Vide Office Order No. P&T/ 01/028/89/188 dated 23.05.1995)**

#### **11.0 TENURE**

- 11.1 These rules shall come into force w. e. f. 01.06.1982 and shall supersede all the rules and regulations orders and instructions issued prior to these rules.

- 11.2 Company reserves to itself the right to modify, cancel, and amend any of these rules without prior notice.
- 11.3 Notwithstanding what is contained hereinafter, the Company reserves to itself the right to reject any application without assigning any reason, therefore.

**\* DECISION**

It is found that some of the employees are indicating the office address as permanent address in the Blue Book while registering the vehicle in their name. The employees are hereby advised that in the Blue Book they should indicate the permanent address as declared in their service records.

**(Circular No. P&T/01/023/87/999 dated 06.03.1998)**

**APPLICATION FORM FOR GRANT OF ADVANCE FOR PURCHASE OF MOTOR VEHICLE**

**(To be submitted to sanctioning authority through proper channel duly completed in all respects. Incomplete applications will not be considered)**

TO SANCTIONING AUTHORITY THROUGH PROPER CHANNEL

01.a. Full Name (in Block Letters): \_\_\_\_\_

b. Personal / IBM number: \_\_\_\_\_

02. Designation: \_\_\_\_\_ Dept./Section: \_\_\_\_\_

03. Local Address: \_\_\_\_\_

04. a. Basic Pay: Rs. \_\_\_\_\_

b. Non Practising Pay / PP: Rs. \_\_\_\_\_

c. Scale of Pay: Rs. \_\_\_\_\_

d. Date of appointment In the Company: \_\_\_\_\_

e. Date of Birth: \_\_\_\_\_

f. Date of superannuation: \_\_\_\_\_

05. Amount of Advance required (In figures) \_\_\_\_\_  
(In words): \_\_\_\_\_

06. Number of monthly instalments for repayment: \_\_\_\_\_

07. Details of vehicle to be purchased

a. Vehicle (Car/Motor Cycle/Scooter/Scooterette/Moped): \_\_\_\_\_

b. New or used vehicle: \_\_\_\_\_

c. Make: \_\_\_\_\_

d. Model: \_\_\_\_\_

e. Price of Vehicle: Rs. \_\_\_\_\_

f. Year of manufacture: \_\_\_\_\_

g. Name and address of Dealer / Seller: \_\_\_\_\_

h. Whether authorised dealer: Yes/ No

i. Date when vehicle will be available/delivered:  
(Copy of Dealer's/Seller's letter to this effect to be enclosed )

j. In case of used vehicle only:

I) Name and Address of the owner/ seller: \_\_\_\_\_

II) Owner's occupation: \_\_\_\_\_

III) Registration No. of Vehicle: \_\_\_\_\_

IV) Insurance covers period from \_\_\_\_\_ to \_\_\_\_\_  
Amount

V) Whether the owner has any business /official dealing with MSTC /  
Applicant: Yes /No

Application in prescribed form, seeking permission under conduct rules for acquiring property (vehicle) to be attached: (Where applicable)

8.0 If vehicle advance drawn earlier from the Company

- a. Date of drawal of advance:
- b. Amount of advance drawn:
- c. Date when complete advance with interest repaid:
- d. If full amount not yet repaid, balance yet to be paid:
- e. Reasons for taking second advance (With supporting documents as prescribed)

**DECLARATION**

*I have read and understood the rules and conditions governing the grant of advance for the purchase of a vehicle as detailed in the MSTC LIMITED rules for grant of advance for the purchase of Motor Car /Motor Cycle /Scooterette/ Moped and agree to abide by them. I certify that the particulars given by me are correct*

*I also hereby declare that I shall purchase Motor Car/Motor Cycle /Scooter/ Scooterette/Moped for which advance has been sanctioned to me by the Company, within 30 days from the drawal of advance from the Company, and shall submit complete set of documents including hypothecation bond as required under rule 7.3 within 30 days of the purchase of vehicle ; and in the event of failure to comply with the above or any other rules, the Company shall be entitled to the refund of the entire advance in full along with the interest calculated at the rate prevalent at that time of advance . per annum within 30 days from the date of drawal of the advance from the Company.*

*I agree that in the event of not purchasing the Motor Car /Motor Cycle /Scooterette/ Moped and the failure to refund the advance with interest to the Company within 30 days of the date of drawal of the money, the Company shall be entitled to take such disciplinary action as it may deem fit against me.*

I further declare that I shall hold such advance in trust for the Company and shall be liable for breach of trust in case I spend or utilise the money for any other purpose and am liable for criminal proceedings against me by the Company for such breach of trust, notwithstanding any practice to the contrary, and the Company shall be entitled to take such disciplinary action as they may think fit.

DATE

PLACE

\_\_\_\_\_  
SIGNATURE OF THE APPLICANT



**(On non – judicial stamp paper of appropriate value)**  
**AGREEMENT FOR ADVANCE FOR THE PURCHASE OF MOTOR VEHICLE**

This agreement made this \_\_\_\_\_ day of the month \_\_\_\_\_ of the year \_\_\_\_\_ between Shri/Smt. \_\_\_\_\_ son/daughter of \_\_\_\_\_ in employment in MSTC LIMITED as \_\_\_\_\_ hereinafter called the Borrower, and Shri/Smt. \_\_\_\_\_ son/daughter of \_\_\_\_\_ a resident of \_\_\_\_\_ hereinafter called the Surety of the Borrower of the one part which will include all their heirs, assigns and executors and the MSTC LIMITED hereinafter called the Company of the other part.

Whereas the Borrower had applied and had been granted an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the purchase of a motor car/ motor cycle/scooter /scooterette/moped in accordance with the rules of the Company presently in force or to be subsequently amended and whereas the said amount of Rs. \_\_\_\_\_ has been received by the borrower, the borrower and his surety hereby jointly and severally agree to conform and abide by the following terms and conditions :-

- 1) That the payment of the above said amount will be made by the monthly instalments of Rs. \_\_\_\_\_ out of the monthly pay and remuneration of the borrower and the Company will be entitled to deduct the same out of his salary.
- 2) That the said amount of Rs. \_\_\_\_\_ shall carry interest at \_\_\_\_\_ per annum.
- 3) The borrower shall purchase Motor Car/Motor Cycle/Scooter/Scooterette/Moped for which advance has been sanctioned to him by the Company and shall submit complete set of documents as required under the rules within 30 days of the purchase of the vehicle; and in the event of failure to comply with the above or any other provisions of rules, the Company shall be entitled to the refund of the entire advance in full along with interest calculated at the rate of \_\_\_\_\_ per cent per annum within 60 days from the date of the drawal of the advance from the Company.
- 4) That in the event of not purchasing the motor car and the failure to refund the advance with interest to the Company within 60 days of the date of drawal of the money, the Company shall be entitled to take such disciplinary action as it may deem fit against the borrower and/or his surety.
- 5) The borrower shall hold such advance in trust for the Company and shall be liable for breach of trust in case the borrower spends or utilises the money for any other purposes and shall be liable for criminal proceedings against him by the Company for such breach of trust, notwithstanding any practice to the contrary and the Company shall be entitled to take such disciplinary action as they may think fit.
- 6) That immediately after the purchase of motor vehicle the borrower shall get it insured against the full loss by fire, theft or accident and/or SRCC with a recognised Insurance Company and will also write a letter in the prescribed form to the Insurance Company as required by the rules of the Company.
- 7) That the borrower shall also execute a hypothecation bond with respect to the motor vehicle purchased by the borrower on the prescribed form as required by the rules of the Company.
- 8) That if the borrower leaves the service of the Company or his services are terminated for any reasons whatsoever before complete payment and realisation of the whole amount advances and interest thereon the Company will be entitled to realise the amount due from the borrower and his surety jointly and severally or from the gratuity due to the employee if any.

- 9) That the borrower undertake to conform strictly to the terms of this bond and further agrees that in case of violation of any of the terms as aforesaid, the Company will be entitled to realise the entire amount together with interest due from the borrower and his surety jointly and/or severally.

In witness whereon the borrower and his surety put their hands this \_\_\_\_ day of the month \_\_\_\_ of the year aforesaid at \_\_\_\_\_

WITNESS

BORROWER

SIGNATURE:

NAME:

DESIGNATION:

DEPARTMENT:

1.

2.

SURETY

## ANNEXURE – III

LETTER TO THE INSURANCE COMPANY

FROM:

TO:

Dear Sir,

I beg to inform you that the MSTC LIMITED is interested in the Motor Car/Motor Cycle /Scooter/Scooterette/ Moped Insurance Policy No. \_\_\_\_\_ secured in your Company . MSTC LIMITED would like to request you to kindly insert clauses to the following effect in the policy :-

I) It is hereby declared and agreed that Sri /Smt. \_\_\_\_\_  
( Owner of the Motor Car/Motor Cycle /Scooter/Scooterette/ Moped ) has hypothecated the Motor Car/Motor Cycle /Scooter/Scooterette/ Moped to the MSTC LIMITED as security for an advance for the purchase of the Motor Car/Motor Cycle /Scooter/Scooterette/ Moped and it is further declared and agreed that the MSTC LIMITED is interested in any moneys which but for the endorsement, would be payable to the said Sri/Smt./Ms. \_\_\_\_\_ in respect of the loss or damage of the said Motor Car/Motor Cycle /Scooter/Scooterette/ Moped and its receipt shall be full and final discharge to the Insurance Company in respect of such loss or damage.

II) Same as by this endorsement expressly agreed, nothing herein shall modify or affect the rights and liabilities of the insured or the Insurance Company respectively, under or in connection with this policy or any terms, provision or condition thereof.

PLACE:

Yours Faithfully,

DATE:

**HYPOTHECATION BOND**

**RULES FOR GRANT OF ADVANCE FOR THE PURCHASE OF MOTOR CAR OR MOTOR CYCLE (INCLUDING  
SCOOTER/SCOOTERETTE/MOPED)**

**( To be executed on non – judicial stamp paper of appropriate value )**

This agreement made this \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year 200\_ between Sri/Smt. \_\_\_\_\_ son/daughter of \_\_\_\_\_, a resident of \_\_\_\_\_ in employment in **MSTC Limited** as \_\_\_\_\_ hereinafter called the Borrower of **ONE PART**, which expression shall include all the heirs, executors and assigns of the Borrower, and the **MSTC Limited** (hereinafter called the Company) of the **OTHER PART**.

Whereas the Borrower had applied and has been granted an advance of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for the purchase of a Motor Car /Motor Cycle/ Scooter/Scooterette/Moped in accordance with the Rules for grant of advance for the purchase of Motor Car/Motor Cycle /Scooter/Scooterette/Moped of the Company presently in force or to be subsequently amended from time to time and whereas one of the conditions is that the Borrower shall hypothecate the said vehicle to the Company as security for the amount advanced by the Company, and whereas the Borrower has purchased with, or partly with, the amount so advanced the Motor Car/Motor Cycle Scooter/Scooterette/Moped the particulars of which are set out in the schedule, annexed to this agreement.

Now this Indenture witnesseth that in pursuance of the said Agreement, and for the consideration aforesaid, the Borrower and his surety both hereby agree to pay to the Company the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) aforesaid, or the balance thereof amounting to Rs. \_\_\_\_\_ by equal instalments of Rs. \_\_\_\_\_ each month on the first day of the month, with interest on the unpaid balance calculated at the rate specified in the Rules for Grant of Advance for the Purchase of a Motor Car/Motor Cycle Scooter/Scooterette/Moped of the Company and the Borrower doth agree that such instalments may be recovered by the Company by monthly deductions out of his salary in the manner provided in the said Rules and in further pursuance of this agreement, the Borrower doth hereby assign and hypothecate the said Motor Car/Motor Cycle Scooter/Scooterette/Moped to the Company.

The Borrower doth hereby declare that he has paid in full the purchase price of the said Motor Car/Motor Cycle Scooter/Scooterette/Moped and that the same is his exclusive property, and that he has not pledged or pawned the said vehicle anywhere else, and shall not pledge or pawn it so long as any money remains due to the Company and the Borrower hereby agrees that if at any time, the Borrower shall die, or leave the service of the Company, or in any other manner become unfit or unable to pay the Company or if the Borrower may sell or pledge or in any other manner part with the possession of the said vehicle, or if the said vehicle is attached in the execution of any decree against the Borrower, the entire unpaid balance together with all interest shall become payable, and the Company shall be entitled to recover the same from the Borrower and from his heirs and assigns, and it is further agreed that in the event of the happening of any of the above said circumstances the Company shall be entitled to take possession of the vehicle and sale the said vehicle either by public auction or private contract, and if the sale proceeds fall short of the dues to the Company to realise the balance from the Borrower, and the Borrower, further agrees that so long as the entire amount of the Company is not paid up, he shall not in any way cause any damage or suffer or permit the vehicle to be damaged in any way, so long as this bond is not completely discharged, and in the event of any accident or damage to the Car during the continuance of these presents, shall cause them to be repaired and made good forthwith at his own expenses.

In witness thereof the said Borrower, \_\_\_\_\_ has herein to \_\_\_\_\_ set his hand this  
\_\_\_\_\_ day of the month \_\_\_\_\_ of the year above mentioned at \_\_\_\_\_.

1)      Witness

## SIGNATURE OF BORROWER

2)      Witness

### THE SCHEDULE

- |    |                  |   |
|----|------------------|---|
| 1. | Makers Name      | : |
| 2. | Model            | : |
| 3. | Date of Purchase | : |
| 4. | Chassis No.      | : |
| 5. | Engine No.       | : |
| 6. | Registration No. | : |
| 7. | Price            | : |



**MSTC LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)

## **RULES REGARDING GRANT OF ADVANCE FOR THE PURCHASE OF BICYCLE**

### **1.0 OBJECTIVE**

- 1.1 To assist the non executive employees of the Company in the purchase of Bicycle by providing advance

### **2.0 SCOPE**

- 2.1 *These rules will be applicable to all the Non – Executive employees.*

### **3.0 ELIGIBILITY**

- 3.1 All employees who have completed one year of service but excluding casual employees apprentices and employees under suspension

### **4.0 DEFINITIONS**

- 4.1 *“Sanctioning Authority” means an authority to whom powers have been delegated.*

- 4.2 *“Company” means MSTC LIMITED and offices under its charge.*

### **5.0 AMOUNT OF ADVANCE**

The maximum amount of advance admissible will be as under

- Rs. 1200 /- for the new Bicycle purchased from an authorised dealer or the actual cost, whichever is lower.
- Rs. 900/- for used Bicycle or the actual cost, whichever is lower.

(Vide Circular No. P&T/01/029/94/1767 dated 26.05.1994)

### **6.0 CONDITIONS FOR GRANT OF ADVANCE.**

- All employees will be required to submit surety bond in the form (Annexure I) from any employee who has completed one year service.*
- Applications for grant of advance should be submitted in the prescribed application form annexed (Annexure II).
- An employee who takes an advance shall within one month of drawing the advance , furnish to the sanctioning authority a certificate giving full particulars of the conveyance purchased and the cash receipt for the amount actually paid by him. If the actual price paid is less than the advance taken, the balance should be refunded forthwith.

In the event of non compliance of clauses 6.3 the entire amount of balance of loan together with interest shall be recovered in single instalment from the salary bill of the concerned employee without any communication whatsoever to him. In addition, other disciplinary action, as permissible under the rules of the Corporation, may be taken against him.

**7.0 RECOVERY OF ADVANCE**

- 7.1 The advance will be recovered in monthly instalments commencing from the month following the month in which advance is drawn by the employee.
- 7.2 The advance shall be recovered in not more than 25 equal monthly instalments.

**8.0 INTEREST**

- 8.1 Simple interest will be charged at the rate applicable to Central Government employees on the date the advance is drawn. The interest will be calculated on the balance outstanding on the last day of each month. The amount of interest will be recovered in one additional instalment if the principal amount is paid in instalments not exceeding 12 and in other cases in two instalments from the pay payable to the employee immediately after the full amount of advance is recovered.

**9.0 GRANT OF SECOND ADVANCE**

- 9.1 *The second advance should not ordinarily be granted within 3 years of the drawal of the first advance unless the sanctioning authority is satisfied that the bicycle purchased by taking earlier advance has been stolen/ damaged beyond repair /became unserviceable.*

**10.0 TENURE**

- 10.1 *These rules shall come into force with effect from February 10, 1982 and shall supersede all the rules and regulations, orders, instructions issued earlier in this regard*
- 10.2 *The Company reserves to itself the right to modify, cancel or amend any of the rules without prior notice.*

\*\*\*\*\*

FORM OF SURETY FOR GRANT OF ADVANCE FOR PURCHASE OF BICYCLE

I, Sri/ Smt. /Miss \_\_\_\_\_ stand surety for an amount of

Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) towards the advance to be taken by

Shri/ Smt. /Miss \_\_\_\_\_ for purchase of bicycle.

SIGNATURE OF BORROWER

SIGNATURE OF SURETY

NAME OF BORROWER

NAME OF SURETY

DESIGNATION

DESIGNATION

DATE

DATE



**APPLICATION FORM FOR ADVANCE FOR PURCHASE OF BICYCLE**

**( To be submitted to sanctioning authority through proper channel duly completed in all respects. Incomplete application will not be considered )**

1. a. Full Name (In block letters): \_\_\_\_\_  
b. Personal No. : \_\_\_\_\_
2. a. Designation : \_\_\_\_\_  
b. Branch/Division : \_\_\_\_\_
3. Date of joining in the Company : \_\_\_\_\_
4. Whether appointed on regular basis /on temporary basis / as trainee: \_\_\_\_\_
5. \_\_\_\_\_ Local  
Address: \_\_\_\_\_
6. a. Basic Pay : \_\_\_\_\_  
b. Scale of Pay: \_\_\_\_\_
7. Amount of advance applied (In figures and words )
8. No. of monthly instalments for recovery of advance : \_\_\_\_\_
9. Details of vehicle to be purchased
  - i. New or used vehicle
  - ii. Make
  - iii. Model
  - iv. Price of vehicle
  - v. Year of manufacture
  - vi. Name and address of dealer /seller
10. Date when bi-cycle will be available/ delivered : \_\_\_\_\_
11. If advance for purchase of bi-cycle drawn earlier. \_\_\_\_\_

Date  
Amount

Encl. \_\_\_\_\_ Nos.

\_\_\_\_\_  
Signature of the applicant

Place \_\_\_\_\_  
Date \_\_\_\_\_



## RULES REGARDING GRANT OF ADVANCE FOR MEDICAL ATTENDANCE & TREATMENT

### 1.0 OBJECTIVE

To assist the employees to meet expenditure for medical attendance and treatment for themselves and the entitled members of their families.

### 2.0 SCOPE

2.1 These rules shall apply to all employees of the Company (both executives and non executives) including Trainees but shall not apply to:

- a. Persons in casual /daily- rated /piece – rated or part time employment; and
- b. Persons employed on work – charged establishment.

### 3.0 DEFINITIONS

3.1 In these Rules, unless the context otherwise requires –

- a. 'Company' means MSTC LIMITED and the offices under its charge; and
- b. 'Sanctioning authority' means the authority to whom powers have been delegated in this regard.

### 4.0 TERMS AND CONDITIONS FOR GRANT OF ADVANCE

4.1 The advance will be admissible when an employee or an entitled member of his family is being treated on a reference by the Head of Medical Department of the company.

- a. As an in-patient in a hospital in which he or the member of his family is not entitled to free treatment;
- b. An out-patient in case of T.B in a Government Hospital or T.B institution recognised by the Central Government or at the consulting room of a Specialist in Tubercular Diseases, recognised as such by the respective State Government; and

c. An out- patient in cases like Cancer, leprosy, Polio, Epilepsy etc.

4.2 *An advance may also be allowed to the employee for purchase of orthopaedic appliances, life saving devices like Pacemaker/ Aortic Valve, which are reimbursable in case the company cannot buy the appliances for any reason. The employee should adjust the advance by submitting the claim for reimbursement at the earliest.*

4.3 An advance may also be allowed to those employees who take admission in Company empanelled hospitals against reserved beds for purchase of medicines and getting certain pathological and clinical investigations done from outside, if required provided the employee or an entitled member of his /her family is being treated at the hospital on a reference by the Head of Medical Department of the Company.

( vide Circular No. P&T/01/036/1913 dated 15.11.1990 )

### 5.0 MAXIMUM LIMIT OF ADVANCE ALLOWED

5.1 The amount of advance in cases of 4.1 (a), 4.1 (b) and 4.1(c) will be limited to Rs.2,00,000/- for non empanelled and Rs. 50,000/- for empanelled hospital for both executives and non-executives (as recommended by Head of Medical Department / Medical Institution ) As regards 4.2, advance may be sanctioned up to the estimated cost of appliances.

(Circular No. P&T/01/035/2003/92 dated 09.06.2021; P&T/01/024/ 94/2703 dated 15.01.1997; P&T/01/036/90/1913 dated 15.11.90 read with office order nos. P&T/01/023/95/584 dated 07.10.1995 & also P&T/01/024/94/1008 dated 23.02.1996)

- 5.2 *In exceptional circumstances, a higher amount may be allowed on specific recommendations of the Head of Medical Department /Medical institution on the basis of estimated medical expenses, by the Managing Director /Chief Executive or the person to whom powers have been delegated.*

### 5.3 NON ADMISSIBILITY OF MORE THAN ONE ADVANCE FOR SAME ILLNESS

Ordinarily not more than one advance shall be granted in respect of the same illness or injury. If, however, the Head of the Medical Department /Medical Institution, certifies that the estimated cost of the treatment is likely to be more than previously certified by him either due to longer duration of the treatment than previously anticipated or due to the fact that the patient requires costly treatment which was not in view at the time of issuing the original certificate, a second advance may be granted by the sanctioning authority on the advice of the Head of the Medical Unit.

### 6.0 PROCEDURE FOR GRANT OF ADVANCE

- 6.1 The application should be submitted in the prescribed form as at Annexure- I, by the employee or any other employee on his behalf depending on the circumstances. The advance will be booked in the name of the applicant and it will be the responsibility of the applicant to arrange for adjustment of advance.
- 6.2 The application for advance should be supported by a certificate from the Head of the Medical Department /Medical Institution indicating that the patient is under their treatment and giving the following details.
- i. the nature of disease
  - ii. the likely duration of such treatment; and
  - iii. the anticipated cost

### 7.0 ADJUSTMENT OF ADVANCE GRANTED

- 7.1 In case of advance granted under 4.3 the employee drawing the advance will be required to submit the bills for the same within 15 days of the completion of the treatment. \*In all other cases the advance will be adjusted against subsequent claim for reimbursement of the expenditure as admissible under the Medical Attendance Rules. The balance of advance, if any, will be recovered from the pay of the employee concerned.

(\* Amended vide Circular No. P&T/01/036/90/1913 dated 15.11.1990)

- 7.2 *Recovery of balance should be made in four equal monthly instalments starting from the pay bill in the month in which he/she draws duty pay and / or leave salary or average pay after treatment is over.*

- 7.3 i. In cases requiring prolonged treatment, reimbursement of medical expenses may continue to be allowed to employees to the extent otherwise admissible under the rules.
- ii. Advance(s) already sanctioned in such cases, should not be adjusted so long as a certificate from the Head of Medical Department / Medical Institution is produced to the effect that patient is required to continue the treatment and the anticipated cost of future treatment will not be less than the amount of the advance already granted to him/her.
- iii. In case, however, where the anticipated cost of further treatment as certified by the Medical Officer/ T.B Specialist in charge of the patient falls short of the amount of the advance, adjustment of advance to the extent of the difference between the amount of the advance and the anticipated cost of the further treatment may be

effected from the reimbursement claim of the employee. The balance amount, if any, may be recovered as at par 7.2 above.

## **8.0 TENURE**

8.1 These rules shall once come into force with immediate effect and shall supersede all rules and regulations, orders and instructions issued earlier in this regard.

8.2 The Company reserves to itself the right to modify, cancel or amend any of the rules without prior notice.

-----



**MSTC LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**

**APPLICATION FOR GRANT OF ADVANCE FOR  
HOSPITALISATION AND MEDICAL TREATMENT**

(TO BE SUBMITTED IN DUPLICATE)

1. Name :
  2. Designation :
  3. Department :
  4. Name of the patient :
  5. Name and relationship of person for whom advance required (In case of dependents) :
  6. Name of Hospital/Nursing Home in which admitted/to be admitted :
  7. Hospitalisation letter reference No. & date (in case of empanelled Hospital)
  8. Name, Address & Qualification of the physician recommending hospitalisation :
  9. Date of admission :
  10. Amount of advance required :
  11. Reasons for taking advance :
  12. Whether any advance for Medical Treatment taken in past . If so whether the entire amount adjusted by submission of Bills :
  13. Whether advance taken earlier for the same disease :
  14. If the last advance not yet adjusted:
    - i) Date on which advance taken :
    - ii) Amount of advance :
    - iii) Reason for non-adjustment :
- Recommendation of the physician for hospitalisation is enclosed.

Certified that I have read, understood the rules governing grant of such medical advance and I do undertake to comply with same.

SIGNATURE IN FULL \_\_\_\_\_  
DATE \_\_\_\_\_



**MSTC LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**

**RULES REGARDING ADJUSTMENT /REFUND OF THE ADVANCE**

(Non – Empanelled Hospitals/Nursing Homes)

- a) Medical Advance not exceeding Rs.2,00,000/- as under existing rules may be sanctioned for treatment of an employee or his dependent in a Hospital/Nursing home on being recommended for hospitalisation by Company's Medical Adviser/Regd. Medical Practitioner.
- b) If after taking the advance, the patient in question is not admitted, the same shall have to be forthwith intimated to the Personnel Department and the Establishment Accounts and the entire amount shall have to be refunded within 7 days failing which a prompt action will be initiated.
- c) If the patient is admitted but the expenditure in Hospital/Nursing Home does not exceed 75% of the advance drawn, the balance is to be refunded within 7 days from the date of discharge.
- d) If the expenditure on hospitalisation exceeds 75% the balance will be recovered in four equal instalments as per normal rules.

-----  
 The particulars furnished by the employee from serial No. 1 to Serial No.9 have been verified . Financial Concurrence is requested.

JM/AM/DM/M(P&A)

Financial Concurrence is granted

MGR./SENIOR MANAGER(F&A)/E

Medical Advance amounting to Rs..... is hereby sanctioned.  
 MGR./Sr.Manager(F&A)/E may kindly release the payment.

GENERAL MANAGER(HRM)

MGR./SR. MANAGER(F&A)/E



**MSTC LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**

**RULES REGARDING ADJUSTMENT/REFUND OF THE ADVANCE**

(Empanelled Hospitals/Nursing Home only)

- a) Medical Advance not exceeding Rs.50,000/- as under existing rules may be allowed to those employees who take admission in company empanelled hospitals against reserved beds, for purchase of medicines and for getting certain pathological/clinical investigations done from outside, if required, if the employee or an entitled member of his/her family is being treated in the hospital on a reference by the medical Adviser of the Company.
- b) Employees drawing the advance of Rs50000/- will be required to submit the bills for the same within 15 days of the discharge from the hospital failing which the whole amount will be recovered in one lump sum from the salary of the employee.
- c) The balance of advance, if any, remaining after adjustment, of the bills submitted by the employee, will be recovered in four equal instalments from the salary of the employee as per rules.

---

The particulars furnished by the employee from serial no. 1 to serial no.9 have been verified. Financial concurrence is requested.

JM/AM/DM/M (P&A)

Financial concurrence is granted

MGR./SR.MGR. (F&A)/E

Medical advance amounting to Rs.\_\_\_\_\_ is hereby sanctioned. MGR./SR.MGR. (F&A)/E may kindly release the payment.

GENERAL MANAGER(HRM)

MGR./SR.MGR.(F&A)/E



**MSTC LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)

## **SCHEME FOR ADVANCE FOR PURCHASE OF LAPTOP COMPUTERS**

### **1.0 OBJECTIVE**

To motivate and professionally equip the executives of the Company.

### **2.0 SCOPE**

Eligible Executive as well as Non-Executive employees will be given an amount upto Rs. 90000/- as interest free advance.

(Amended vide Circular no. P&T/01/022/08/564, Dated- 01-09-2022)

### **3.0 COVERAGE**

All executives upto E-6 grade including Management Trainees shall be eligible for the advance.

### **4.0 CONDITIONS**

- i) The advance shall be recovered in 15 monthly installments.
- ii) If the tenure of the executives is less than the normal repayment period, the installments shall be so regulated that the advance is fully recovered before the executive separates from the Company.
- iii) A surety/guaranty by regular employee of the Company will be required in case of executives who have worked for less than one year in the Company on the date of applying for Advance.
- iv) The cash receipts/vouchers towards purchase of Laptop Computer indicating amount, model number, year of manufacturing etc. shall be submitted within one month of drawl of advance failing which the entire amount drawn as advance shall be recovered by the Company with interest @12% per annum.
- v) The Company shall have right to physically verify the item.
- vi) Each office will maintain record of the Laptop Computer purchased under the Scheme. In case of transfer of the executive, a copy of the record will be sent along with the LPC to the office transferred.

### **5.0 DATE OF EFFECT**

The Scheme shall come into force w.e.f. 1.7.2008.





**MSTC LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)

**SCHEME FOR ADVANCE FOR PURCHASE OF  
LAPTOP COMPUTERS**

- 1.0 An advance of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) may be released to the undersigned for purchase of a laptop computer.
- 2.0 I have read the terms and conditions of the scheme carefully and agree to abide by them.

SIGNATURE \_\_\_\_\_

NAME & DESIGNATION \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

DATE: \_\_\_\_\_

FOR USE IN PERSONNEL DEPARTMENT/REGION/BRANCH

- 1.0 An amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) may be released to Shri/Smt. \_\_\_\_\_ for purchase of a Laptop Computer.

SIGNATURE \_\_\_\_\_

DESIGNATION \_\_\_\_\_

DATE: \_\_\_\_\_

FOR USE IN FINANCE DEPARTMENT

- 1.0 Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) has been released to Shri/Smt. \_\_\_\_\_ for purchase of a Laptop Computer.

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

Distribution

1. F&A Deptt.
2. Personal File.



## **SCHEME FOR ADVANCE FOR PROVIDING FURNITURE/FURNISHING FACILITY AT RESIDENCE OF EXECUTIVES IN GRADES E-4 AND ABOVE**

### **1.0 OBJECTIVE**

To motivate executives of the Company by providing furniture/furnishing facility at their residence.

### **1.1 SCOPE**

To provide household furniture. Furnishings and appliances to the executives. The scheme shall operate on the condition that 90% of the cost of the items so purchased shall be borne by MSTC and the balance 10% by the executive concerned.

The maximum limit of purchase of furniture/ furnishing would be as under:

| Grade       | Maximum Limit (Rs.) | Maximum purchase limit for items under category 'C' (Rs.) |
|-------------|---------------------|-----------------------------------------------------------|
| E-7 & above | 75000               | 30000                                                     |
| E-6         | 50000               | 20000                                                     |
| E-4 & E-5   | 25000               | 10000                                                     |

### **1.2 COVERAGE**

- (i) Executives in the grade of E-4 and above

### **1.3 TERMS AND CONDITIONS**

- (i) This facility shall be availed of on a one time basis by the executive on submission of an application as per Annexure II.
- (ii) The amount under the scheme can be availed of in a maximum of two installments by the executive, for which the amount shall be given as advance to the executives concerned. The entitlement of advance will be regulated as per the date of drawal of first installment of advance.
- (iii) In case the executive separates from the services of the Company within a period of 4 years from the date of purchase of the items specified in Categories A,B & C as per Annexure-I, the amount borne by the company shall be recovered proportionately from the executives concerned. This will, however not be applicable in case of whole-time directors/CMD.
- (iv) For the purpose of calculation of a year, service period of six months or more will be considered as one year. No fractional period will be taken into account for this purpose.
- (v) The cost of an item purchased under the scheme should not be less than Rs.1000/-.
- (vi) The items should be purchased from authorized dealer/bonafide shops.
- (vii) The cash receipts/vouchers towards purchase of items shall be submitted by the executives within two months from the date of drawal of the amount failing which the entire amount drawn shall be recovered by the Company.
- (viii) The items once purchased cannot be purchased cannot be changed after submission of cash receipts/vouchers.

- (ix) In case of transfer of the executive, a copy of the record of facility availed will be sent alongwith LPC to the unit transferred.

#### 1.4 TAX

Income Tax shall be applicable as per the provisions of Income Tax from time to time under the scheme.

#### ANNEXURE -I

#### SCHEME FOR PROVISION OF FURNITURE/FURNISHINGS

| Category                             | Illustrative List of items                                                                                                                                                   |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Category A<br>Furniture & Appliances | Eg: Beds, Diwans, Sofa-set, Table, Side-board, Geyser, Fitness Equipments, Inverter/Generator, TV/LCD, DVD, AC Cordless phone, Microwave, Oil-filled heater, RO System, etc. |
| Category B                           | Personal Computer/ Palm-top                                                                                                                                                  |
| Category C<br>Furnishings            | Eg. carpets, curtain, cloth, Mattress, etc.                                                                                                                                  |

**SCHEME FOR PROVISION OF FURNITURE/ FURNISHINGS FOR EXECUTIVES**  
(to be submitted in duplicate)

1. An amount of Rs.....may be/was released to me as first/second installment for procurement of following items on behalf of the Company for use at my residence.

| Sl. No. | Items | Name of Dealer/Supplier | Amount |
|---------|-------|-------------------------|--------|
|         |       |                         |        |

The proforma and invoice(s) pertaining to the items is enclosed/ Final invoice are enclosed herewith.

2. I have read the terms and conditions of the Scheme carefully and agree to abide by them.

**SIGNATURE**\_\_\_\_\_

**NAME**\_\_\_\_\_

**DESIGNATION**\_\_\_\_\_

**PERSONAL NO**\_\_\_\_\_

**DATE:**

.....  
**FOR USE IN PERSONNEL DEPARTMENT**

An amount of Rs..... is released to Shri/Smt..... for procurement of items under the Scheme for provision of furniture/ furnishings and appliances.

**DATE:**

**SIGNATURE**

.....  
**FOR USE IN FINANCE DEPARTMENT**

Rs.....released to Shri/Smt.....

**DATE:**

**SIGNATURE**

.....  
Distribution: Personal File

Finance



### SCHEME FOR PURCHASE OF MOBILE HANDSETS FOR EXECUTIVES

The board in its 310<sup>th</sup> meeting held on 22.10.2021, has approved the revision of the Scheme for Purchase of Mobile Handsets for Executives, with effect from the date of issuance of this circular.

The existing scheme notified vide Circular no. P&T/01/084/08/558 dated 23.10.2008 for providing mobile handsets to the executives in grades E-1 and above hereby stands withdrawn from **the date of issuance of this circular** and the new scheme in its place is as below:

#### 1. Eligibility :

All the executives in E-1 grade and above who are provided with Mobile handsets reimbursement facility shall be sanctioned amounts subject to the upper limit stated hereunder for purchase of Mobile handsets. However, Management trainees will not be eligible for such reimbursement. In case of lateral recruits, they will be eligible only after confirmation to the post on first appointment in the Company.

#### 2. Financial Limits:

The overall financial limits for purchase of Mobile handsets for the executives in E-1 grade and above are:

| GRADE      | REVISED MONETARY LIMIT (GST & other taxes, if any will be paid extra) (Rs.) |
|------------|-----------------------------------------------------------------------------|
| E-1 to E-5 | 20000/-                                                                     |
| E-6 to E-8 | 40000/-                                                                     |

- All the above purchases shall be reimbursed on submission of valid bills/receipt in the name of the employee concerned subject to the aforementioned monetary limits.
- Such reimbursement will be allowed once in a period of 3 years. The period of 3 years will be reckoned from the date of invoice/receipt of purchase of the Mobile Handset. In case an employee has availed the benefit under the old scheme, he/she shall be eligible only after completion of the period of three years from the date of last purchase.
- Loss of mobile, non-functioning, damages and theft etc will not be entertained for considering new mobile before three years of purchase.
- Only Mobile handsets purchased in the country will be allowed for reimbursement.
- In case an Employee resigns within two years of claiming such reimbursement, then 50% of the amount reimbursed will have to be returned by him/her. No such requirement will be there for normal superannuation/VRS.
- In case of promotion to the next higher grade where the eligibility is of a higher amount, such reimbursement of higher amount will be allowed only after completion of the 3 year period from last purchase.
- DATE OF EFFECT**  
The said scheme shall be applicable w.e.f. 11.11.2021.

#### 10. CLARIFICATION

In case of any clarification/ interpretation in this scheme, CMD will be the competent authority to take decisions in this respect.

\*\*\*\*



**SUBJECT: SCHEME FOR PURCHASE OF MOBILE HANDSETS AND REIMBURSEMENT OF MOBILE BILL FOR NON-EXECUTIVES**

The board in its 319<sup>th</sup> meeting held on 23.05.2023, has approved scheme for purchase of mobile handsets for non-executives, in grades S-1 and above. The scheme is as below:

**SCHEME FOR PURCHASE OF MOBILE HANDSETS FOR NON EXECUTIVE:**

**11. Eligibility :**

All the Non-executive employees in S-1 grade and above are eligible for reimbursement for purchase of Mobile handsets. They shall be sanctioned amounts subject to the upper limit as stated hereunder for purchase of Mobile handsets. However, Non-executives will be eligible only after confirmation to the post on first appointment in the Company.

**12. Financial Limits:**

- a. The overall financial limits for purchase of Mobile handsets for the Non-executives in S-1 grade and above are:

| GRADE       | MONETARY LIMIT (GST & other taxes, if any will be paid extra) (Rs) |
|-------------|--------------------------------------------------------------------|
| S-1 to S-8  | 10000/-                                                            |
| S-9 to S-11 | 15000/-                                                            |

**13. Procedure for Reimbursement:**

- All the above purchases shall be reimbursed on submission of valid bills/receipt in the name of the employee concerned subject to the aforementioned monetary limits.
- Such reimbursement will be allowed once in a period of 3 years. The period of 3 years will be reckoned from the date of invoice/receipt of purchase of the Mobile Handset.
- Loss of mobile, nonfunctioning, damages and theft etc. will not be entertained for considering new mobile before three years of purchase.
- Only Mobile handsets purchased in the country will be allowed for reimbursement.

14. In case an Employee resigns within two years of claiming such reimbursement, then 50% of the amount reimbursed will have to be returned by him/her. No such requirement will be there for normal superannuation/VRS.

15. In case of promotion to the next higher grade where the eligibility is of a higher amount, such reimbursement of higher amount will be allowed only after completion of the 3 year period from last purchase.

**16. DATE OF EFFECT**

The said scheme shall be applicable w.e.f. 29-06-2023 (date of circular).

**17. CLARIFICATION**

In case of any clarification/interpretation in this scheme, CMD will be the competent authority to take decisions in this respect.

**MOBILE BILL REIMBURSEMENT FOR NON-EXECUTIVE**

At present the Non-Executive employees are actively involved in dealing with Principals, customers and regularly go on tours for online draws on behalf of Oil Majors, impart training to clients etc. Hence, it can be seen that with the greater involvement of Non-Executive in various facets of the Company work, the need for communication has become paramount. Keeping this in view the company has decided to reimbursement of monthly mobile bills of the Non-Executive bills for ensuring time bound and smooth completion of works.

In view of above it has been decided to provide monthly mobile bill reimbursement to all the non-executive employees of MSTC limited to the tune of ₹500/- + GST, which may be claimed by them on monthly basis against submission of Monthly Bills, w.e.f. 1<sup>st</sup> July 2023.

**Note:**

- 1) The annual ceiling shall be 12 times the monthly ceiling beyond which no reimbursement shall be made.
- 2) For availing the benefit under this scheme the POST PAID CONNECTION must be in the name of the employee concern. Further, in case of change in mobile no. information must be provided.





## RECOVERY OF ADVANCE

(Vide circular no. P&T/15/002/95/1088 dated 01.03.1999)

It has been observed that some of the employees, who are drawing advance from the Company under different rules/procedures, are neither utilizing the money for the purpose it is drawn, for refunding the same nor submitting the bills for settlement of the advance.

Therefore, it has been decided that in case the unutilized advance/potion of advance is not refunded within the stipulated time as mentioned below, penal interest @ 16.5 % (simple interest) per annum will be charged on the outstanding amount.

The schedule for adjustment/ refund of various advances and the time from which interest will be levied is given hereunder:-

| Sl. No. | Nature of Advances | Time limit for adjustment/ refund of advance                   | Starting point of levying interest                                          |
|---------|--------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1.      | Medical            | 15 days from the date of discharge from hospital/nursing home  | 16 <sup>th</sup> day from the date of discharge                             |
| 2.      | Transfer TA        | 1 month from the date of completion of journey.                | 31 <sup>st</sup> day from the date of completion of journey                 |
| 3.      | Tour Advance       | 1 month from the date of completion of tour                    | 31 <sup>st</sup> day from the date of completion of tour                    |
| 4.      | LTC/LLTC           | 1 month from the date of completion of journey                 | 31 <sup>st</sup> day from the date of completion of journey                 |
| 5.      | Temporary Advance  | 15 days from the date of completion of purpose for which drawn | 16 <sup>th</sup> day from the date of completion of purpose for which drawn |

However, in all cases where advance is drawn, but the money is not utilized for the stipulated purpose, the advance should be refunded on the next working day, failing which penal interest at the above mentioned rate will be charged from that day.

This will come into force with effect from 1<sup>st</sup> April, 1999.



## **LEAVE RULES AND RULES FOR PAYMENT OF LEAVE SALARY IN ADVANCE**

### **1.0 TITLE**

These rules may be called the MSTC Limited Leave Rules 1982

### **2.0 OBJECTIVE**

To regulate the grant of various kinds of leave to the employees of the Company.

### **3.0 SCOPE**

These rules shall apply to all employees including Management Trainees but shall not apply to the following:

- a) Persons in part-time employment.
- b) Persons serving in vacation Department.
- c) Persons on deputation to the Company from Central or State Government or Central Public Sector Undertakings.
- d) Persons employed on contract except when the contract provides otherwise.

### **4.0 DEFINITIONS**

In these rules, unless the context otherwise requires :-

- a) 'Company' means MSTC Limited.
- b) 'Management' means the local management of the Unit or Office.
- c) 'Chairman' means the Chairman of the Company.
- d) 'Regular Leave' means Earned Leave, Half-pay Leave, Commuted Leave, Extra-ordinary Leave and Leave-not-due.
- e) 'Authorised Medical Officer' means the Medical Officer recognised as such by the Company.
- f) 'Sanctioning Authority' or 'Competent Authority' means the authority to whom powers have been delegated under these rules.

### **5.0 RIGHT TO LEAVE**

5.1 Leave cannot be claimed as a matter of right.

5.2 When the exigencies of Company's service so require, leave of any kind may be refused or revoked by the authority competent to grant it.

5.3 An employee who is under suspension is not entitled to leave as specified in these rules.

### **6.0 COMBINATION AND COMMUTATION OF LEAVE**

6.1 Any kind of leave under these rules except Casual Leave may be granted in combination with or in continuation of any other kind of leave.

6.2 Special casual leave may be combined with casual leave. Where regular leave has been granted in combination with special casual leave, casual leave shall not be granted in combination with both special casual leave and regular leave.

- 6.3.1 Holidays (including <sup>1</sup>optional holidays) occurring at either end of the period of leave may be prefixed or suffixed with the approval of the sanctioning authority. Holidays occurring during the period of leave shall not be counted as leave.

<sup>1</sup>(Restricted holiday replaced by Optional Holiday  
vide circular no.P&T/15/001/94/717 dated 30/12/2000)

NOTE :

A compensatory leave granted in lieu of duty performed on a Sunday or a closed holiday for a full day may be treated as a holiday for the above purpose.

#### **CLARIFICATION**

Non-counting of intervening holidays as leave shall be applicable only in respect of the following kinds of leave:

- |                                 |                         |
|---------------------------------|-------------------------|
| a) Earned Leave                 | b) Half-pay Leave       |
| c) Commuted Leave               | d) Extra-ordinary Leave |
| e) Leave-not-due <sup>f</sup> ) | Special Casual Leave    |
| g) Study Leave                  |                         |

The intervening holidays shall, however, be counted as leave in case of Maternity Leave, Special Disability Leave and Quarantine Leave.

- 6.4 The commutation of one kind of sanctioned leave into leave of a different kind cannot be claimed as a matter of right. The Sanctioning Authority may, at the request of the employees and subject to consequential adjustment of leave salary, if any, commute retrospectively the leave granted into leave of a different kind which was due and admissible to him at the time the leave was sanctioned.

#### **7.0 ACCEPTANCE OF EMPLOYMENT WHILE ON LEAVE**

No employee shall take up any service or employment anywhere while he is on leave.

#### **8.0 EARNED LEAVE**

- 8.1 An employee shall be entitled to earned leave at the rate of 30 days for every completed calendar year of service or 2½ days for each calendar month of service. For period which is less than a complete calendar month, earned leave shall be allowed at the rate of one day for every 10 days of service subject to the limit of 2½ days of earned leave for the calendar month.

NOTE :

(1) For the purposes of this rule, 'service' means continuous service in the Company including the period spent on any kind of leave except extra-ordinary leave exceeding 3 months.

(2) An employee who has been placed under suspension shall be entitled to earn earned leave in respect of the period of suspension if such period is treated as duty.

- 8.2 An employee shall cease to earn leave when the earned leave due amounts to 300 days.<sup>2</sup>

<sup>2</sup>(Amended vide Circular No.P&T/01/002/82/257 dated 14/7/2008)

- 8.3 Grant of maximum earned leave at a time will be limited to 120 days.

## 9.0 **HALF-PAY LEAVE**

An employee shall be entitled to half-pay leave for 20 days for each completed calendar year of service and proportionately in the first year of service and in the year of his superannuation from the service of the Company.

NOTE: I

- (1) 'Completed Calendar Year of Service' means continuous service in the Company for one Calendar year including the period spent on any kind of leave.
- (2) 15 days and more may be treated as one month and a period of less than 15 days may be ignored for this purpose.

NOTE: II - Amendment to para 8.0 & 9.0.

However, if an employee retires on superannuation during a year, for the purpose of accrual of Earned Leave and Half Pay Leave, such part of the year shall be reckoned as a full one year. The rules stand amended accordingly.

This amendment to the rules is applicable for **Non-Executives** only.

(Officer Order No.P&T/01/023/95/584 dated. 07-10-95)

## 10.0 **COMMUTED LEAVE**

- 10.1 Commuted Leave not exceeding half the amount of half pay leave due may be granted to an employee on medical grounds or for approved course of study certified by the Competent Authority, to be in Company's interest.
- 10.2 When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due.
- 10.3 Commuted leave may be granted at the request of the employee even when earned leave is due to him.
- 10.4 When an employee who has been granted commuted leave is permitted to resign from service or to retire voluntarily without returning to duty, the commuted leave shall be treated as half-pay leave and the difference between the leave salary in respect of commuted leave and half-pay leave shall be recovered. Provided that no such recovery shall be made if the retirement is on grounds of ill-health incapacitating the employee for further service or in the event of his death.

## 11.0 **EXTRA-ORDINARY LEAVE**

- 11.1 Extra-ordinary leave may be granted to an employee when no other leave is admissible to him or when other leave is admissible but the employee applies for grant of extraordinary leave.
- 11.2 No employee shall be granted extra-ordinary leave for more than 3 months on one occasion, except as in 11.3.
- 11.3 Extra-ordinary Leave for a period in excess of 3 months but not exceeding 36 months may be allowed on medical grounds for diseases which require prolonged treatment or for prosecuting higher studies or for specialized training under rule 16.

## **12.0 LEAVE-NOT- DUE**

- 12.1 Leave-not-due may be granted to an employee at the discretion of the Sanctioning Authority as an advance of half pay leave when there is no earned leave or half pay leave at his credit.
- 12.2 Leave-not-due shall be granted only if the Sanctioning Authority is satisfied that there is reasonable prospect of the employee returning to duty on expiry of the leave.
- 12.3 Leave-not-due shall be limited, at any one time, to one-half of the amount of half-pay leave the employee is likely to earn during the remaining period of his service or 30 days, whichever is less.
- 12.4 Leave-not-due shall be debited against the half-pay-leave the employee may earn subsequently.
- 12.5 When an employee who has been granted leave-not-due is permitted to resign from service or to retire voluntarily without returning to duty, the leave-not-due shall be cancelled and he shall be required to refund the leave salary paid towards leave-not-due.
- 12.6 An employee who, having availed himself of leave-not-due, returns to duty but resigns or retires from service before he has earned such leave, he shall be liable to refund the leave salary to the extent the leave has not been earned.
- 12.7 Leave salary shall not be recovered if the retirement is by reasons of ill-health incapacitating the employee for further service or in the event of his death.
- 12.8 Leave-not-due shall not be granted to newly-appointed employees who are on probation/training.

### **CLARIFICATION**

Leave-not-due is to be granted as an advance of HPL and is debited against HPL which the employee may earn subsequently. Leave-not-due sanctioned as an advance of HPL cannot be treated as Commuted Leave even on medical grounds.

## **13.0 MATERNITY LEAVE**

- 13.1 A Female employee may be granted Maternity Leave for a period of 26 weeks, that is to say, eight weeks up to and including the day of her delivery and eighteen weeks immediately following that day.

Provided that where a woman dies during this period, the maternity benefit shall be payable only for the days up to and including the day of her death.

Provided also that where a woman, having been delivered of a child, dies during her delivery or during the period immediately following the date of her delivery for which she is entitled for the maternity benefit, leaving behind in either case the child, The employer shall be liable for the maternity benefit for that entire period but if the child also dies during the said period, then, for the days up to and including the date of death of the Child.

- 13.1.A. Provided that the maximum period entitled to maternity benefit by a woman having two or more than two surviving children shall be of twelve weeks of which not more than six weeks shall precede the date of her expected delivery.
- 13.1.B. A female employee who legally adopts a child below the age of three months or a commissioning mother shall be entitled to maternity benefit for a period of twelve

weeks from the date the child is handed over to the adopting mother or the commissioning mother \*, as the case may be.

*\* Commissioning mother means biological mother who used her egg to create an embryo implanted in any other women.*

- 13.1.C. In case where the nature of work assigned to a female employee is of such nature that she may work from home, the employer may allow her to do so after availing of maternity benefit for such period and on such conditions as the employer and the woman may mutually agree.

(Amended vide 273<sup>rd</sup> Board meeting held on 28.7.2017; Circular ref no. P&T/01/002/16/468 dated 08/08/2017)

- 13.2 Maternity Leave may also be granted in case of miscarriage including abortion, on medical certificate for a period not exceeding 6 weeks.

**NOTE :**

Abortion Covered under the Medical Termination of Pregnancy Act, 1971, may also be considered as a case of abortion for this purpose.

- 13.3 Maternity Leave shall not be debited against the leave account.

- 13.4 Maternity Leave may be combined with leave of any other kind.

**13.A. CHILD CARE LEAVE**

13A.1 Female employees may be granted Child Care Leave (CCL) after child birth till the child attains the age of 1 year for the purpose of taking care of her newly born child/ legally adopted child.

13A.2 CCL shall be allowed in one spell each for the first two surviving children only.

13A.3 CCL shall include maternity leave availed after child birth, any other leave at her credit and EOL for the period remaining after that.

13A.4 CCL to female employees is not admissible during the probation period on first appointment.

(Introduced with effect from 17.10.2015 in 267<sup>th</sup> Board meeting held on 17<sup>th</sup> October, 2015)

**14.0 SPECIAL DISABILITY LEAVE**

- 14.1 Special Disability leave may be granted to an employee who is temporarily disabled on account of personal injury caused by accident arising out of and in the course of his employment on medical certificate.

- 14.2 An employee shall not be eligible for special disability leave unless the disability manifests itself within 3 months of the occurrence to which it is attributed and the person disabled acted with due promptitude in bringing it to notice.

- 14.3 The period of leave granted shall be such as is certified to be essential by the Authorised Medical Officer.

- 14.4 Special disability leave may be combined with leave of any other kind.

**DECISION**

Workmen's Compensation Benefits will continue to be extended to injury cases causing death or permanent/temporary disablement arising during journey from residence to place of work and back within one hour of the start or end of his duty hours provided that the accident takes place on the normal route of journey to the place of work.

If an employee is disabled due to accident arising out of and during the course of employment, he/she will get full wages and dearness allowance from the date of accident till the employee is declared fit by the Company's Medical Officer.

(Memorandum of settlement dated. 5.6.90)

#### **15.0 QUARANTINE LEAVE**

- 15.1 Where, in consequence of the presence of an infectious disease in the family or household of an employee either at his place of duty, residence or sojourn, his attendance at the place of his duty is considered hazardous to the health of other employees, such employee may be granted quarantine leave for a period not exceeding 21 days (30 days in exceptional circumstances) on the certificate of the Authorised Medical Officer or a Public Health Officer.
- 15.2 Cholera, Small-pox, plague, diphtheria, typhus fever and cerebrospinal meningitis will be considered as infectious diseases for the purpose of this rule. Any other disease as might have been declared by the State Government concerned as infectious disease for the purpose of quarantine leave may also be taken into account for grant of quarantine leave under these rules. In the case of chicken-pox, quarantine leave should not be sanctioned unless the Authorised Medical Officer/Public Health Officer considers that because of doubts as to the true nature of disease for example, small-pox, there is reason for the grant of such leave.
- 15.3 An employee shall not be eligible for quarantine leave if he himself is suffering from any infectious disease.
- 15.4 Quarantine Leave may also be granted, when necessary, in continuation of other leave.

#### **16.0 LEAVE FOR PROSECUTING HIGHER STUDIES/SPECIALISED TRAINING**

- 16.1 An employee in the executive cadre may be granted leave for prosecuting higher studies or for specialised training in India or abroad on the basis of scholarship or fellowship received by him or otherwise subject to the following conditions :-
- a) The nature of studies or training is such that these will be of definite advantage to the Company and these are at least of post-graduate level.
  - b) The management is in a position to spare the employee for the period of leave applied for.
  - c) The employee has rendered not less than 3 years' continuous service in the Company and shall not superannuate within a period of at least 5 years of the date on which he would resume duty on the expiry of leave.
  - d) An employee who has acquired any qualification or has been trained abroad at the expense of the Company shall be further eligible for such leave only on completion of 5 years service after acquisition of the qualification/training.
  - e) An employee who is on probation or who has been promoted to a higher grade on the condition of passing a departmental examination/test may be granted such leave only on successful completion of his probationary period or on his passing the departmental examination/test, as the case may be.

#### **NOTE :**

- (1) An employee who is under a bond to serve the Company for a stipulated period shall not be eligible for the leave during the currency of the bond.

- (2) The grant of this leave to non-executive employees may be considered in really deserving cases. The leave shall be allowed in such cases only with the approval of the Chairman/Chief Executive of the Company.

16.2 Leave shall consist of earned leave, commuted leave, half-pay leave and extraordinary leave to the extent due and admissible subject to the condition that the total period of such leave shall be limited to 24 months (36 months in exceptional cases with the approval of Chairman).

16.3 The executive who are granted study leave or who are sponsored for prosecuting higher studies shall, before proceeding on leave, for the course, have to execute a bond (as in the Annexure) to serve the Company for minimum stipulated years of service or in default, pay the Company an amount in lieu thereof as at under, so that the Company's efforts and resources on the development of individual executives are properly utilised.

a) If he is in receipt of pay upto Rs.1500/- p.m.

- i) Rs.15000/- in case, he fails to rejoin duty or, after rejoining, serves the Company for a period of less than 2 years;
- ii) Rs.10000/- in case, after rejoining, serves the Company for at least, 2 years but fails to serve for a minimum period of 3 years.

b) If he is in receipt of pay in excess of Rs.1500/- p.m.

- i) Rs.20000/- in case, he fails to rejoin duty or, after rejoining, serves the Company for a period of less than 2 years;
- ii) Rs.15000/- in case, after rejoining, he serves the Company for at least 2 years but fails to serve for a minimum period of 3 years.

16.4 An employee shall not accept any regular job during the period of this leave.

- (1) The Company shall not undertake any liability or responsibility on account of passage or any other arrangements in connection with higher studies or specialised training during the period of leave.
- (2) An employee returning from leave shall submit a report on the study/training bringing out the aspects considered useful from the point of view of the Company.

## 17.0 SPECIAL CASUAL LEAVE

17.1 Special Casual Leave may be granted to an employee at the discretion of the Sanctioning Authority to cover the period of absence during which he is unable to attend duties in special circumstances which are not purely personal or domestic as herein specified.

17.2 Special Casual Leave may be allowed to an employee for a period not exceeding 30 days (60 days in exceptional cases) in a Calendar Year for participation in sports and cultural activities subject to the following conditions :-

- a) The leave shall be admissible only for participation in sporting events/cultural activities of State or National or International importance.
- b) The leave shall be admissible only when an employee has been selected for such participation in a representative capacity (and not in his personal capacity):



- i) In respect of events/activities of International importance by an Organisation/Association at National level and recognised as such by Government.
  - ii) In respect of event/activities of National importance when the event or activity is held on an inter-zonal or inter circle basis and the employee takes part in the event/activity as a member of a team or troupe as a duly nominated representative on behalf of the State/Zone/Circle as the case may be.
  - c) The leave shall be admissible for participation in a mountaineering expedition only if the expedition has the approval of the Indian Mountaineering Foundation.
- 17.3 Special Casual Leave may be allowed for blood donation for one day on each occasion on medical certificate.
- 17.4 Special Casual Leave may be allowed for family planning on production of medical certificate as provided below:
- a) For a period not exceeding six days in the case of the male employees who undergo vasectomy operation. If an employee undergoes the operation for the second time on account of the failure of the first operation leave may be granted again for a period not exceeding six days.
  - b) For a period not exceeding 14 days in the case of female employees who undergo tubectomy operation-whether puerperal or non-puerperal and who undergo salpingectomy operation after medical termination of pregnancy(MTP). If an employee undergoes tubectomy operation for the second time on account of the failure of the first operation, leave may be granted again for a period not exceeding 14 days.
  - c) A male employee may be allowed special casual leave upto 7 days if his wife has undergone tubectomy operation-puerperal or non-puerperal for the first or second time or who has undergone salpingectomy operation after medical termination of pregnancy to look after wife during her convalescence.
  - d) Female employees who have insertions of intra-uterine contraceptive devices (IUCD) may be granted special casual leave on the day of insertion.
  - e) Where an employee requires leave beyond the prescribed limits of special casual leave for under-going sterilisation operation owing to the development of post-operation complications, he may be allowed additional special casual leave to cover the period for which he/she is hospitalised on this account. The benefit of additional special casual leave may also be extended to the extent of 7 days in case of vasectomy operation and 14 days in the case of tubectomy operation where the employee, though not hospitalised, is not found fit to go to work.
  - f) The following categories of employees who undergo operation for recanalisation may be granted special casual leave for a period of 21 days or for the actual period of hospitalisation, whichever is less :
    - i) Unmarried employees;
    - ii) Employees having less than two children;
    - iii) Employees desiring recanalisation for substantial reasons (e.g. person who has lost all male children/female children after sterilisation operation).
- 17.5 When an employee is called for training in the Territorial Army, the entire period of training including the period of transit to and fro may be treated as special casual leave.
- 17.6 Employees affected by floods or other natural calamities may be granted special casual leave for the period of absence subject to the following conditions:

- a) The area in which the employees are living has been declared as an affected area by the State Government.
- b) The period of special casual leave shall be limited to the period covered by the State Government Notification in this regard.

#### **18.0 LEAVE SALARY**

- 18.1 An employee who proceeds on earned leave is entitled to leave salary equal to the pay drawn immediately before proceeding on earned leave.
- 18.2 An employee on half-pay leave or leave-not-due is entitled to leave salary equal to half the amount specified in rule 18.1.
- 18.3 An employee on commuted leave, maternity leave, and special disability leave is entitled to leave salary equal to the amount admissible under rule 18.1.
- 18.4 An employee on extra-ordinary leave is not entitled to any leave salary.
- 18.5 An employee on quarantine leave and special casual leave is entitled to leave salary equal to the amount admissible under rule 18.1.
- 18.6 Dearness Allowance during leave is based on the leave salary actually drawn, both for the purpose of monetary limits, if any, within which the allowance may be admissible and for calculation of the amount of the allowance.

#### **CLARIFICATION**

Payment of salary for the holidays occurring during the period of leave shall be made on the same basis as admissible for the period and nature of leave. In other words, if during a spell of 30 days EOL, there are five holidays, no salary will be admissible for these five days. However, the EOL taken will be reckoned only as 25 days. Similarly, if during a spell of 25 days Half-pay leave, there are five holidays, salary for these five days will also be made as admissible for HPL. However, the period of HPL will be reckoned only as 20 days.

#### **19.0 ADVANCE OF LEAVE SALARY**

An employee proceeding on leave for a period of 30 days or more may be allowed an advance equal to leave salary due for the first month of the leave and such allowance as may be admissible on that leave salary subject to normal deductions.

#### **20.0 REGULATION OF CLAIM TO LEAVE**

An employee's claim to leave shall be regulated by the rules in force at the time the leave is applied for and granted.

#### **21.0 APPLICATION FOR LEAVE**

Any application for leave or extension of leave shall be made in the form and in the manner prescribed.

#### **22.0 LEAVE ACCOUNT**

A leave account shall be maintained in the prescribed form for each employee by the Sanctioning Authority.

## **23.0 GRANT OF LEAVE ON MEDICAL CERTIFICATE**

- 23.1 An application for leave or extension of leave on medical grounds shall be supported by a medical certificate given by the Authorised Medical Officer.
- 23.2 The medical certificate should clearly indicate the nature and probable duration of the illness and the period for which leave is required. The certificate issued by the Authorised Medical Officer, should also contain the signature of the employee (thumb impression in the case of illiterate employees which should be attested by the Issuing Officer).
- 23.3 An authority competent to grant leave may, in its discretion, waive the production of a Medical Certificate in case of an application for leave for a period not exceeding three days at a time.
- 23.4 An authority competent to grant leave may, at its discretion, secure a second medical opinion where it is not satisfied about the genuineness of a case or the kind or duration of leave recommended.
- 23.5 A medical certificate shall not by itself confer upon the employee any right to leave; the leave shall be admissible only at the discretion of the Sanctioning Authority.

## **24.0 RETURN FROM LEAVE**

An employee who has taken leave on medical certificate may not be allowed to resume duty unless he has produced a medical certificate of fitness issued by the Authorised Medical Officer.

## **25.0 RECALL TO DUTY BEFORE EXPIRY OF LEAVE**

An employee may, in the exigencies of work, be recalled to duty from leave. In case of such recall, the employee shall be entitled to be treated as on duty from the date on which he starts for the station to which he has been ordered to proceed and to draw :-

- i) travelling allowances as on tour;
- ii) leave salary until he joins his post, at the same rate at which he would have drawn it but for recall to duty

## **26.0 LEAVE ON RETIREMENT OR FINAL CESSATION OF DUTIES**

- 26.1 An employee who retires from the service of the Company on attaining the age of superannuation or at the end of the term of his employment or on resignation from service (in case of employees who have completed 15 years of service in the Company including training period) shall be entitled to encash earned leave and Half Pay Leave (without commuting) taken together<sup>3</sup> at his credit as on the date of retirement/resignation limited to a maximum of 300 days in terms of the Leave Encashment Rules.

\*(vide Circular No. P&T/01/002/82/257 dated 14-7-2008)

<sup>3</sup>(vide Circular No. P&T/01.002/82/954 dated 27.01.2014)

- 26.2 An employee who takes voluntary retirement under the Voluntary Retirement Scheme shall be entitled to encash earned leave as provided in the scheme.
- 26.3 An employee shall be entitled to the encashment of HPL as is due to him subject to limit as specified in clause 26.1<sup>4</sup> in the following circumstances:
- i) On separation from the Company on attaining the age of superannuation.

- ii) Death while in service.
- iii) Permanent total disablement.
- iv) Resignation from service <sup>5</sup>

<sup>4</sup>(Ref Circular No. P&T/01.002/82/954 dated 27.01.2014)

<sup>5</sup>(Circular No. P&T/01/002/84/786 dated 09.12.1998)

26.3.1 Amended.

26.3.2<sup>6</sup> The amount of encashment of HPL will be calculated and paid together with encashment of EL. The amount so calculated shall be paid in one lump sum as one time settlement.

<sup>6</sup>(Circular No.P&T/01/002/84/998 dated. 01-10-93)

## **27.0 CASH EQUIVALENT OF LEAVE SALARY IN CASE OF DEATH IN SERVICE**

In case an employee dies while in service, cash equivalent of leave salary in respect of earned leave and Half Pay Leave standing to his/her credit not exceeding 300 days subject to limit as specified in clause 26.1<sup>4</sup> shall be paid to his/her nominee or in absence of nominee to his/her legal heirs.

## **28.0 DISMISSAL, REMOVAL<sup>7</sup>**

28.1 Any claim to leave to the credit of an employee, who is dismissed or removed from service, ceases from the date of such dismissal/removal, as the case may be.

28.2 An employee who is dismissed or removed from service and is subsequently reinstated on appeal or revision shall be entitled to count for leave his service prior to dismissal or removal, as the case may be.

<sup>7</sup>(Amended to exclude resignation vide circular no.P&T/01/002/84/786 dt.09.12.98)

## **29.0 PERSON RE-EMPLOYED AFTER RETIREMENT**

In the case of a person re-employed after retirement, the provision of these rules shall apply as if he has entered Company service for the first time on the date of his re-employment.

## **30.0 TRANSFER FROM OR TO POSTS GOVERNED BY OTHER LEAVE RULES**

30.1 An employee to whom these rules do not apply when appointed or promoted to a post to which these rules apply, shall become subject to these rules from the date of such appointment and the leave at his credit under the rules previously applicable to him shall be carried forward subject to the provision of these rules.

30.2 If an employee covered by these rules is appointed to a post wherein his leave terms are governed by different rules, the balance of the leave at his credit on the date of such appointment shall be carried forward subject to the provisions of the rules applicable in the new appointment.

## **31.0 FOREIGN SERVICE/ DEPUTATION**

An employee on deputation in India shall continue to be governed by these rules. In the case of an employee who proceeds on Foreign Service outside India, these rules shall apply to the extent provided in the terms and conditions of Foreign Service.

## **32.0 TENURE**

These rules shall come into force with effect from 1st July, 1982 (01-07-82) and shall supersede all rules, regulations orders and instructions in force immediately before the commencement of these rules. Provided that anything done or any action taken or any leave earned by or granted to, or accrued to the credit of an employee under the

rules applicable to him prior to this date shall be deemed to have been done, taken, earned, granted or accrued under the corresponding provision of those rules.

**33.0 MISCELLANEOUS**

- 33.1 Where any doubt arises as to the interpretation of these rules, it shall be referred to the Corporate Office for decision.
- 33.2 The Company reserves to itself the right to modify, alter, amend or cancel any of these rules without notice.

(vide Rule 16.3)

**BOND FOR THE EMPLOYEES OF THE COMPANY WHO ARE GRANTED LEAVE FOR  
PROSECUTING HIGHER STUDIES OR SPECIFIED TRAINING**

KNOW ALL MEN BY THESE PRESENTS THAT WE.....  
son/daughter of ..... of village..... Dist.....State.....at present employed  
as.....in.....and\*\* .....son/daughter of .....of  
Village.....District .....State....., do hereby jointly and severally bind  
ourselves and our respective heirs executors and administrators to pay to MSTC Limited  
(hereinafter called "The Company") on demand the sum of ..... or if  
payment is made in a country other than India, equivalent of the sum in the currency of that  
country converted at the official rate of exchange between that country and India.

DATED this ..... day of ..... two thousand and .....

WHEREAS the Company at the request of Shri/Smt./Ms. .... (hereinafter called  
"The Bounded") has granted him/her earned leave, commuted leave and half pay leave on  
pay and allowance as may be due and admissible to him/her, and extra-ordinary leave without  
pay and allowance for the rest of the period so as to make total leave of.....  
commencing from ..... in order to enable him/her to prosecute higher studies/to receive  
specialised training in ..... (Institution\ University, etc.) and WHEREAS it has  
been agreed between the Bounden and Surety on the one hand and the Company on the  
other hand that for the better promotion of the interest of the Company, the said Bounden\* and  
the Surety\*\* should execute such Bond as above written and with such conditions as  
hereunder mentioned.

**NOW THE CONDITIONS OF THE ABOVE WRITTEN OBLIGATION ARE THAT :**

In the event of the above Bounden\*..... failing to rejoin, on the expiry of the leave  
sanctioned to him, the post originally held by him and serve the Company after rejoining for a  
minimum period of three years or refusing to serve the Company in any other capacity as may  
be required by the Company on the existing terms and conditions and as per rules of the  
Company the above Bounden\* ..... and the said  
Surety\*\*..... or their heirs, executors and administrators shall forthwith  
refund to the Company on demand and without demur an amount calculated as under :

- a) If he is in receipt of pay Rs.1500/- p.m.
  - i) Rs.15,000/- (Rupees fifteen thousand only) in case he fails to rejoin duty or,  
after rejoining, serves the Company for a period of less than 2 years.
  - ii) Rs.10,000/- (Rupees ten thousand only) in case after rejoining he serves the  
Company for at least 2 years but fails to serve for a minimum period of 3 years.
- b) If he is in receipt of pay in excess of Rs.1500/- p.m.
  - i) Rs.20,000/- (Rupees twenty thousand only) in case he fails to rejoin duty, or  
after rejoining, serves the Company for a period of less than 2 years.

- ii) Rs.15,000/- (Rupees fifteen thousand only) in case, after rejoining he serves the Company for at least 2 years but fails to serve for a minimum period of 3 years.

Plus interest thereon calculated at the Company's borrowing rate from the date of demand.

And upon his making such refund the above written obligations shall be void and of no effect, otherwise it shall be and shall remain in full force and virtue.

PROVIDED ALWAYS that it is hereby agreed and declared that the decision of the Company as to whether the above bounden\* ..... has or has not performed and observed the obligations and conditions stipulated herein shall be final and binding.

PROVIDED FURTHER that the liability of the said Surety\*\* ..... hereunder shall not be impaired or discharged by reason of time being granted or by any forbearing act or omission of the Company or any person authorised by the Company whether with or without the consent or knowledge of the said\*\* ..... nor shall it be necessary for the Company to sue the above bounden\* ..... before suing the said\*\* ..... for amounts due hereunder.

PROVIDED FURTHER that this bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary be accordingly determined by the appropriate Courts in India. In witness of the above written bond and the condition therefore, signed and delivered by the above Bounden\*.

Signature..... \*\*Surety's Signature.....

Name.....Name.....

Address: Permanent.....

Address: Permanent.....

Present.....

Present.....

.....  
In the presence of witness\*\*\* In the presence of witness\*\*\*

Signature.....Signature.....

Name.....Name.....

Address.....Address.....

.....

at (Place)..... at (Place).....

Dated.....Dated the.....

.....

\* Full Name of the Bounden.

\*\* Full Name of the Surety.

\*\*\* The witness attesting the Bond should be a Gazetted Officer in the employment of the Central/State Government or any Officer of the Company.

## **RULES FOR PAYMENT OF LEAVE SALARY IN ADVANCE**

### **CONDITIONS OF ADMISSIBILITY**

The employee of the Company proceeding on leave may, as a concession, be granted an advance against the leave salary subject to the following conditions :

1. No advance may be granted when the leave taken is less than a month/30 days.
2. The amount of the advance should be restricted to the amount of the leave salary for the first month of leave that is clearly admissible to the employees after deductions on account of Income Tax, Provident fund, House rent, repayment of advances etc.
3. The advance should be adjusted in full in the leave salary bill in respect of the leave availed of. In case where the advance cannot be so adjusted in full, the balance will be recovered from the next payment of pay and/or leave salary.
4. The advance may be sanctioned by the Head of the Office or by any other Officer to whom the power may be delegated by him.
5. Officers who are Head of Offices may sanction the advance to themselves.
6. In the case of temporary employee the grant of advance under these orders will be subject to the production of a surety from amongst regular/permanent employees as defined in para (ii) of the grant of Cycle advance.
7. Advance under these orders will be sanctioned in whole rupees.





## **CASUAL LEAVE RULES,1983**

### **1.0 TITLE**

These rules may be called the MSTC Casual Leave Rules, 1983.

### **2.0 OBJECTIVE**

To regulate the grant of Casual Leave to the employees of the Company.

### **3.0 SCOPE**

These rules shall apply to all employees of the Company including Management trainees and deputationists but shall not apply to the following:-

- a) Employees who are governed by Standing Orders in the matter of Casual Leave;
- b) Persons in casual, daily-rated or part-time employment;
- c) Persons employed in work-charged establishment;
- d) Persons serving in vacation department;
- e) Persons employed on contract except when the contract provides otherwise.

### **4.0 DEFINITIONS**

- a) 'Company' means MSTC Limited and the units and offices under it.
- c) "Sanctioning Authority" or 'Competent Authority' means the authority to whom powers have been delegated.

### **5.0 ENTITLEMENT TO CASUAL LEAVE**

- 5.1 An employee shall be entitled to 15 days Casual Leave in a calendar year.
- 5.2 Employees joining after the first day of January shall be entitled to proportionate number of days of Casual Leave for the remaining part of the Calendar Year. While calculating proportionate number of days of Casual Leave, the fractions (if any) will be rounded off to the nearest whole number.
- 5.3 In the case of transfer from one Unit to another, the Casual Leave as the credit of the employee will be carried over to the transferred Unit.

### **SANCTION OF CASUAL LEAVE**

- 6.1 Ordinarily not more than 10 days Casual Leave may be granted in one spell.
- 6.2 CL may also be sanctioned for half-day either for the first half or the second half, on application. First half will mean the duration from commencement of the office hours to lunch-break and the second-half will mean the duration from the end of the lunch-hours till the office closes.
- 6.3 Casual Leave is required to be sanctioned by the Sanctioning-Competent Authority.
- 6.4 Casual Leave cannot be claimed as a matter of right. When the exigencies of Company's service so require, Casual Leave may be refused or revoked by the Sanctioning Authority/Competent Authority.

## **7.0 COMBINATION OF CASUAL LEAVE**

- 7.1 Casual Leave cannot be combined with any kind of leave except Special Casual Leave. Casual Leave cannot be combined with both Special Casual Leave and regular leave.
- 7.2 Holidays (including Optional Holidays) occurring at either end of the period of Casual Leave may be prefixed or suffixed. Holidays occurring during the period of Casual Leave shall not be counted as Casual Leave.

### **NOTE:**

A compensatory leave granted in lieu of duty performed on a Sunday or a closed holiday for a full day may be treated as a holiday for the above purpose.

## **8.0 MISCELLANEOUS**

- 8.1 An application for Casual Leave shall be made in the form and in the manner prescribed.
- 8.2 Casual Leave account shall be maintained in the prescribed form for each employee by the Sanctioning Authority.

### **TENURE**

These rules shall come in force with immediate effect.

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## **RULES FOR ENCASHMENT OF LEAVE**

### **1.0 OBJECTIVE**

To have codified rules for encashment of leave with a view to encourage employees to avail leave in a planned and systematic manner with necessary funds to meet their social obligations and other expenditure during leave period and also to reduce long absenteeism with consequent load on the staff requirements.

### **2.0 SCOPE**

- 2.1 The rules for encashment of leave shall cover all regular employees of the Company, excluding those on deputation from Government/other Organisations.
- 2.2 Company employees on deputation to other Organisations are covered by these rules provided that while on such deputation they are governed by the leave rules of MSTC.

### **CLARIFICATIONS**

1. Whole-time directors of MSTC are entitled to encash their leave as per these rules. The whole-time Directors of Subsidiaries may also be allowed to avail of the facility of encashment of leave as per rules of the companies concerned. However, the full-time Directors who are deputationists to MSTC or any of its Subsidiaries, from Government or other outside Organisations would not be entitled to encashment of leave.
2. Persons who are employed in the Company after superannuation from their Organisations and who according to the terms and conditions of appointment in the Company are allowed to accrue earned leave during the period of service in their Company may be allowed the facility of encashment of such earned leave, as in the case of regular employees.

### **3.0 POLICY**

Encashment of leave will enable employees to meet part of the expenses of travel and holiday out of their accumulated leave.

### **4.0 SANCTIONING AUTHORITY**

The authorities who are competent to sanction leave shall be the "sanctioning authority" for approving encashment of leave under these rules.

### **5.0 ENCASHMENT BENEFITS**

- 5.1 The encashment of leave shall be regulated on the basis of last pay drawn which includes basic pay, dearness allowances and personal pay, if any, but shall not include incentive bonus, acting/officiating allowance, non-practising allowance and other allowances.
- 5.2 The encashment benefit shall not be reckoned as wage/salary while working out overtime, gratuity, provident fund, bonus under the Payment of Bonus Act. etc.

## CLARIFICATIONS

1. The leave to be encashed under these rules would be earned leave only and not any other kind of leave. However, an employee shall be entitled to the encashment of EL and HPL as is due to him subject to a maximum of 300 days (both EL & HPL taken together) in the undermentioned following circumstances.<sup>1</sup>
  - (i) On separation from the Company on attaining the age of superannuation.
  - (ii) Death while in service,
  - (iii) Permanent total disablement, and
  - (iv) On resignation from service, having completed 15 years of service in the Company including training period, if any.<sup>2</sup>

No commutation of half pay leave would be permissible to make up the shortfall in Earned Leave.<sup>1</sup>

<sup>1</sup> (vide Circular No. P&T/01.002/82/954 dated 27.01.2014)

<sup>2</sup> (vide Circular No. P&T/01/002/84/520 dated 02-11-2007)

2. The encashment benefit of EL will be regulated on the basis of last pay drawn which should be the monthly rate of pay of the employee immediately before proceeding on leave. A month will generally mean a calendar month of 30 days.

Illustration: Last pay drawn X No. of days which encashment allowed

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3. Amended
4. For the purpose of clause 5.1, last pay drawn would include deputation allowance in respect of employees of the Company on deputation who are covered within the scope of the rules for encashment of leave.
5. The amount of encashment of HPL will be calculated and paid together with encashment of EL. The amount so calculated shall be paid in one lump sum as one time settlement.

## 6.0 ELIGIBILITY

### WHILE IN SERVICE

- 6.1 Earned leave standing to the credit of an employee may be encashed at his option only once in a calendar year provided that the quantum of leave to be encashed in each case is not more than 50% of the earned leave at credit or 90 days earned leave, whichever is less.  
(Amended vide 266<sup>th</sup> Board meeting held on 9<sup>th</sup> July, 2015; circular no. P&T/01/002/82/275 dated 20-07-2015)

### 6.2 ON DISMISSAL; REMOVAL

The encashment of leave will not be admissible on dismissal or removal from service of an employee. In case of termination simpliciter, an employee will be eligible for encashment of earned leave as per rules above.

### CLARIFICATION

The provisions of the Law as contained in the Factories Act etc, which provide for payment of wages in lieu of leave to workers who are discharged or dismissed from service will prevail over the rules of the Company.

### 6.3 ON RETRENCHMENT

The employees shall be paid leave salary in lieu of earned leave due to them.

#### **6.4 ON RETIREMENT; RESIGNATION <sup>3</sup>**

If any leave due to an employee is not utilised, he shall be allowed to encash the unavailed portion of the Earned and Half pay leave subject to note below:

<sup>3</sup> (included vide Circular No. P&T/01/002/84/786 dated 09.12.1998)

#### **6.5 ON DEATH**

Leave salary in respect of earned and half pay leave standing to his credit shall be paid to the legal heir(s) of the employee, subject to note below:

#### **NOTE:**

1. The limit of encashment would be upto 300 days' both earned leave and HPL (without commuting) taken together\* as per the leave rules<sup>1</sup>.
2. Leave encashment is not admissible during the notice period on resignation.
3. They have completed 15 years of service in the Company including training period, if any.<sup>2</sup>

#### **7.0 PROCEDURE**

For leave encashment under rule 6.1 while in service, an employee shall be required to apply in writing to the Sanctioning Authority. In all other cases, it shall be settled by appropriate authority.

#### **8.0 TENURE**

These rules shall come into force with effect from January 1, 1978.



## LEAVE TRAVEL CONCESSION RULES-1982

(The LTC/LTA rules stand withdrawn for executive employees w.e.f 26.11.2008 vide circular no. P&T/01/024/07/30 dated 08.04.2010)

### 1.0 TITLE

1.1. These rules shall be called "MSTC LIMITED Leave Travel Concession Rules".

### 2.0 OBJECTIVE

To provide, as a measure of welfare, travel assistance to the non-executive employees of the Company and members of their families for visiting their home-town/any place in India.

### 3.0 DEFINITIONS

In these rules, unless the context otherwise requires:-

3.1 'Employee' means a person employed in any establishment of the Company who has completed one year of continuous service in the Company on the date of commencement of the outward journey but excludes the following :-

- i) Persons not in the whole-time employment of the Company;
- ii) Casual/daily-rated employees;
- iii) Apprentices/trainees on stipend; and
- iv) Persons entitled to Railway privilege/retirement passes and PTOs as personal to them.

### 3.2 FAMILY

3.2.1 In case of all non-executives who joined the service of the Company prior to September 28, 1995. \* Deleted vide circular no.P&T/01/024/07/30 dated 08.04.2010.

3.2.1.1. 'Family' means the employee's wife or husband, as the case may be, residing with him/her and legitimate children and step-children residing with and wholly dependent on the employee.

3.2.1.2 The Term 'Children' includes major sons, married and widowed daughters so long they are residing with and wholly dependent on the employee.

3.2.1.3 The term 'Legitimate Children' includes adopted children if under the personal law of the employee, adoption is legally recognized as conferring on the adopted-child the status of a natural child.

3.2.1.4 Only one wife is included in the term 'Family'.

### CLARIFICATION

- 1) Dependent parents if not gainfully employed and wholly dependent and residing with non-executive are eligible for LTC for visiting home-town, or if the employee so desires for visiting any other place upto a distance of 750 Kms. each way in lieu of home-town.

- 2) The definition of gainful employment means the income of the parents from all sources should not be more than Rs.500/- (Five hundred only) per month. Dependent parents are included for LTC only for home-town or upto 750 Kms. in lieu thereof, but not for the All India LTC.
- 3.2.2 In case of all non-executives joining MSTC services on or after September 28, 1995 and Executives who joined after 18.11 .1995 \* Deleted vide circular no.P&T/01/024/07/30 dated 08.04.2010.
- 3.2.2.1 'Family' means self, spouse and a maximum of two legitimate children who are residing with and are wholly dependent on the employee.  
\*(Office Order No.P&T: 01:023:95:584 dated. 07-10-95)  
(Vide Circular No. P&T/01/024/94/2703 dated 15.01.1997)
- 3.3. 'Headquarters' means the normal place of duty of an employee at the time of outward journey.
- 3.4 **HOME-TOWN \***
- 3.4.1 'Home Town' means the permanent home-town or village of the employee as entered in his service record or as declared by him on joining the service of the Company and accepted by the Competent Authority.
- 3.4.2 'Home-Town' shall be a place which the employee is required to visit at intervals for discharging domestic and social obligations or where he owns immovable property or where his near relations reside permanently or where he has been staying for some years before joining the service of the Company.
- 3.4.3 The declaration of 'Home-Town' once made shall ordinarily be treated as final. In exceptional circumstances, a change in the declaration may be allowed by the competent authority provided that such a change shall not be made more than once during the entire service of the employee.
- 3.4.4 Where both husband and wife are Company's employees, the couple should be treated as single family unit and should declare only one place as their joint home-town and the concession for the family will be on the scale admissible either to the husband or the wife.  
\*(The definition of 'Hometown' is applicable to all employees)
- 3.4.5 The declaration of 'Home-Town' should be kept in the service record of the employee.
- 3.5 'Any place in India' means any place within the territory of India, whether on the mainland or overseas.
- 3.6 'Shortest route' will also cover the route by which the destination can be reached earliest by the approved mode of travel.
- 4.0 **ENTITLEMENT**
- 4.1 Leave Travel Concession (LTC) under these rules shall be admissible to such of the non-executives as are entitled to regular leave and the members of their families to the extent and subject to the conditions hereinafter provided.
- a) Re-imburement of actual cost of travel by entitled class from the headquarters to home-town and back once in a block of two calendar years.

## CLARIFICATION

- a) In respect to Leave Travel Concession (Home-Town) non-executives may, if they so desire, visit any other place up to a distance of 750 Kms. each way in lieu of home-town; and
- b) Re-imbursement of actual cost of travel by entitled class from the headquarters to any place in India and back once in a block of four calendar years in lieu of one of the two concessions available under rule 4.2 in a block of four calendar years.

## CLARIFICATION

Non-executives can avail of LTC as per the existing rules with the option for maximum 1700 Kms. each way on submitting a certificate to the effect that the non-executive and/or his entitled family members have performed the to and fro journey and spent not less than the amount he is entitled to. In case a non-executive employee spends less than the amount drawn as advance, the unutilised balance amount is to be refunded.

## EXPLANATION

A non-executive employee can thus avail of LTC twice in a block of four years - once for travelling to his home-town only and once for journey to any place in India including his home-town. The concession to visit any place in India is adjustable against the concession to visit home-town to which a non-executive employee is eligible at the time of undertaking the journey to visit any place in India.

- 4.2 A non-executive employee whose family is living away from his place of work, may, instead of availing the concession both for self and family once in a block of two years, avail the concession for himself alone every year for visiting his home-town. Further, in a block of four years, such a non-executive employee may avail LTC (i) to home-town twice for himself alone and to any place in India for self and family once or, (ii) four times to home-town for self only.  
(vide Office Order No.P&T/07/020/83 dtd. 21-09-83)
- 4.3 The concession is admissible to the members of a non-executive employee's family with reference to facts existing at the time of outward and inward journeys independently. A change therein may result in entitlement as illustrated below.
  - I) Entitlement to re-imbursement in respect of the outward journey only.
    - i) A dependent son/daughter getting employed or getting married after going to home-town or remaining there for prosecution of studies.
    - ii) The members of the family having performed the journey to home-town have no intention of completing the return journey from home-town.
  - II) Entitlement to re-imbursement in respect of the return journey only,
    - i) A newly married husband/wife coming from the home-town to headquarters or a husband/wife who has been living for a long time at home-town and did not avail of the concession in respect of outward journey. If a non-executive employee gets married at a place declared destination, LTC may be allowed to the spouse from the place of marriage to the home-town/declared destination and back to the headquarters of the employee.
    - ii) A dependent son/daughter returning with parents or coming alone from home-town where he/she has been prosecuting studies or living with grand parents etc.



- iii) A child who has completed the chargeable age only at the time of the return journey.
- iv) A child legally adopted while staying in the home-town.

**NOTE:**

Where the journey is performed by the children of a non-executive employee from the home-town of the employee to his headquarters during the vacation, LTC may be allowed for both the outward and inward journeys. LTC may also be allowed where the children studying in educational institutions at a place other than the employee's headquarters or home-town, travel from the place of study either to home-town or to the Headquarters of the employee and back may be allowed, but the assistance to be the amount admissible for the actual distance traveled limited to the amount that would have been admissible had the journey been performed between the headquarter and the home town of the employee.

- 4.4 Where the spouse of a non-executive employee is employed outside the Company, the concession will be admissible to the spouse on the condition that a similar concession is not available in the organization in which he/she is employed or, where it is available, he/she gives an undertaking not to avail thereof. A certificate to this effect should be furnished by the employee at the time of preferring the claim.

**CLARIFICATION**

A non-executive employee will be entitled to LTC/LTA benefit for self and dependents from the Company provided, his/her spouse, if employed elsewhere, does not also draw the same benefit for the employee and dependents from his/her employer for journey in the same block year.

(Circular no.P&T/01/031/85/1807 dated 09.06.94)

- \*4.5.0 The concession shall be admissible to a non-executive employee only when he proceeds on regular leave or casual leave for a period of not less than six days inclusive of weekly off and closed holidays. The members of family may, however, avail the concession irrespective of the period of leave of the employee and irrespective of the fact whether the employee avails LTC or not.  
\*(Circular No.P&T/01/031/85/4308 dated. 20-04-92)
- 4.5.1 For the purpose of this rule and rules 4.1 and 6.2, 'regular leave' means earned leave, half-pay leave, commuted leave and extra-ordinary leave and vacation in the case of non-executive employees serving in Vacation Department. (This sub-para is to be read with para 4.5.0 above).
- 4.6.0 The block of two calendar years for the purpose of visiting home-town shall be 1984-85, 1986-87 and so on. The block of four calendar years for the purpose of visiting any place in India shall be 1984-87, 1988-91 and so on.
- 4.6.1 Different blocks as per existing practice may continue to be followed in individual cases.
- 4.7.0 In case the concession is not availed of during a particular block of two/four years, it may be availed of before the end of the succeeding calendar year. The regular block years will however, remain unchanged.
- 4.8.0 The date of commencement of outward journey decides the block to which the concession is debitable.
- 4.9.0 LTC facility to any place in India may be availed by a non-executive employee in either the first or the second half of the four year block.
- 4.10 In case of fresh entrants in Company's services, the first block of two years would be the regular block in which they complete one year of continuous service. For example

if a person joins service during 1979, he would be entitled to the concession only in block 1980-81 since he would complete one year of continuous service in that block.

- 4.11 A non-executive employee due for superannuation may avail the concession if he is otherwise eligible therefore provided that return journey is completed before the date of superannuation.
- 4.12 A non-executive employee who has submitted notice of resignation from Company's services may be permitted to avail the concession to hometown or any place in India during the notice period provided the return journey is completed before the expiry of the notice and the employee rejoins duty after availing LTC.
- 4.12.1 The concession is not admissible to a non-executive employee who proceeds on regular leave and then resigns his post without returning to duty. The entire amount of advance if drawn, will be recovered from the dues of the employee.
- 4.13 In the case of a non-executive employee under suspension, the concession is admissible to the members of his family only. The employee will, however, be allowed to avail the concession for the same block after the suspension is revoked and he joins duty.
- 4.14 A re-employed person is eligible for the concession on completion of one year's continuous service after re-employment subject to the following :-
- i) The successive blocks of two/four calendar years shall be reckoned from the actual date of joining the service of the Company on re-employment.
  - ii) The appropriate authority certifies, at the time the employee avails himself of the concession, that he is likely to continue in the service of the Company for a period of two/four years from the date of his initial re-employment.
- 4.14.1 In the case of re-employment of a Company employee immediately after retirement, the period of re-employed service may be treated as continuous with the previous service for this purpose and the concession allowed for the re-employed period provided the concession would have been admissible to the employee but for this retirement.
- 4.15 In the case of employees on deputation with the Company or Company employees on deputation outside, the entitlement for LTC will be governed by the terms and conditions of deputation.
- 4.16 While availing LTC to visit any place in India, an employee and/or members of the family may visit the same place or different places of their choice. The members of the family need not travel while availing LTC to visit hometown or any place in India, in the same calendar year in which the employee travels. They may travel either together or separately at different times to different places. Where they travel in different groups, at different times, reimbursement of expenditure may be allowed in respect of each group provided the journey of each group is completed within six months of the date of commencement of the outward journey by the group. **In such cases the number of group shall not exceed two**, excluding cases covered by the note under rule 4.3(II).
- 4.17 When the concession to visit any place in India is proposed to be availed by the employee/members of the family, **the intended place of visit should be declared in advance**. The place of visit so declared can, however, be changed before the commencement of outward journey with the approval of the competent authority.
- 4.18 In case an employee declares a place outside India as hometown, the concession shall be limited to the fare upto and from the railway station/airport/seaport in India

nearest to the hometown by the shortest route.

- 4.19.a. If an employee, who is entitled to travel by air on LTA, travels to a place outside India, he would be entitled to reimbursement of LTA, equivalent to normal airfare by Indian Airlines as per entitled class from Kolkata to Chennai or actual airfare whichever is lower, subject to submission of documentary proof.

## 5.0 **CALCULATION OF CLAIM**

- 5.1 The reimbursement shall be allowed by the entitled class or the actual class of travel whichever is lower ( as per the Traveling Allowance Rules) between the hometown/declared destination and the headquarters, by the shortest route on through ticket basis, though the employee or the family members may travel by any route or any class or halt any where on the way to or from the home town/ declared destination. However, only Executives who are in the Grade E-7 and above \*(i.e. DGMs and above) will be entitled to travel by Air/ACC by rail.

\*( Circular no.P&T/01/031/85/803 dated 22.1.04)

- 5.2 The journey need not necessarily commence from and end at the headquarters but the reimbursement will be limited to the actual distance traveled or the distance between the headquarters and the hometown/ declared destination, whichever is less.

- 5.3 Where journey between places connected by rail or part thereof is performed by road by public transport or chartered bus, reimbursement will be on the basis of railway fare by the entitled class by the shortest route or on the basis of actual expenses, whichever is less, where such journey is performed by private car/registered in the employee's own name, the cost of propulsion being borne by the employee himself, reimbursement will be equivalent to what would have been admissible had the journey been performed by rail by the entitled class by the shortest route.

- 5.3.1 A certificate to the effect that the employee and/or the members of his family travelled by the employee's own car may be accepted as adequate.

- 5.3.2 In the case of officers entitled to travel by rail by ACC reimbursement as per ACC fare can be allowed provided ACC facility is available on the shortest route. In other cases, reimbursement will be **limited to \*AC-II Tier fare only.**

\*(Amended vide Circular No.P&T/01/031/85/803 dated 22.1.04)

- 5.4 Where journey between places not connected by rail is performed by road, reimbursement will be limited to road mileage as per entitlement under Traveling Allowances Rules or the actual expenses, whichever is less.

\*Clarification for clause 5.3 & clause 5.4

**Approved road mileages allowed for any group will not in any case exceed 3.**

(Circular no.P&T/01/101(6)/85/8751 dated 14-2-89)

- 5.5 In respect of places not connected by rail, an employee may travel by air when an alternative means of travel is either not available or is more expensive. In such cases, reimbursement will be of the actual expenses incurred or the airfare, whichever is less.

- 5.6 While availing LTC to any place in India, an employee may travel by pilgrims/yatra special trains. The reimbursement in such cases will, however, be limited to the fare by the entitled class by the shortest direct route to the declared destination. In case an employee who is entitled to travel by AC-II Tier performs the journey in a special coach of second class compartment but with certain extra facilities like dunlopillo etc. arranged by tourist agencies, reimbursement will be allowed on the basis of actual fare/amount charged by the travel agent excluding food charges limited to the fare by the entitled class of travel.

- 5.7 The employee and their families may avail the facility of circular trip ticket offered by the Railways but the reimbursement in such cases would be regulated as between the headquarters and the hometown/declared destination by the shortest route and will be limited to the fare by the entitled class or the actual fare, whichever is less.
- 5.8 The employees and their families may travel in a group by luxury bus/chartered bus but re-imbursement in such cases will be :
- (i) actual bus charges,
  - (ii) the amount that would have been reimbursed had the journey to the declared place of visit been performed by the entitled class by rail by the shortest route, whichever is less.
- 5.9 In respect of journey performed by ponies in hilly areas (e.g. to Amar Nath Cave in Jammu and Kashmir) reimbursement will be as admissible by road or as per the tariff for ponies as prescribed by the State Government, whichever is less.
- 5.10 For journeys to Portblair, Andaman and Nicobar Islands, the surface journey to the nearest port will be regulated as other journeys under these rules. With regard to the sea passage, employees entitled to travel by second class by rail may be allowed reimbursement for travel by either Bunk class or second class by MV Harsh Vardhana (without diet charges), run by Shipping Corporation of India Ltd. The employees entitled to travel by the first class/AC-II Tier/ACC by rail/air may be allowed reimbursement for travel by first class/"A" State Room/Deluxe by either MV 'Andaman' or MV 'Harsh Vardhana' (without diet charges) run by Shipping Corporation of India Ltd. or by Air. The facility of air travel while availing LTA to Andaman & Nicobar Islands by employees who are not entitled to travel by air will be allowed air travel only once in the service period. This shall also include all previous journeys performed by the employees to Andaman & Nicobar Islands on LTA, if any.
- \* Deleted vide circular no. P&T/01/024/07/30 dated 08.04.2010.
- This shall be applicable to the employees who are on the rolls of the Company as on 30-8-2008. New entrants joining after 30-8-2008 and who are not entitled to travel by air while availing the facility of LTA will not be allowed to travel by air to Andaman & Nicobar Island.
- This will come into force with effect from 1-9-2008.
- \*(Amended vide Circular No. P&T/01/031/85/519 dated 13-10-2008)
- 5.10.A \* Deleted vide circular no. P&T/01/024/07/30 dated 08.04.2010.
- 5.11 An employee and his family members entitled to travel by 1st class/AC-II Tier may avail of second class sleeper accommodation or air conditioned chair car by Deluxe trains. Employees entitled to travel by second class may avail of sleeper accommodation.  
(Clarification deleted in view of Circular No.P&T/01/031/803 dated 22.1.04)
- 5.12 The various concessions offered by the Railway authorities (e.g. seasonal concession, students concessions, return ticket etc.) may be availed in conjunction with leave travel concession. The amount reimbursed will then be the actual expenditure on the concessional ticket.
- 5.13 Reservation charges and additional charges levied by the Railway for travel in super-fast trains will be reimbursable.
- 5.14 Ticket cancellation charges will be reimbursable only if cancellation of journey is solely due to official reasons and is in the interest of the Company's work.

## **6.0 COMBINATION WITH TRANSFER/TOUR**

- 6.1 If an employee visiting Home-town on leave proceeds there from on transfer to his new headquarters, he may be allowed, in addition to traveling allowance as on transfer, leave travel concession to the extent of the distance from the old headquarters to home-town and from hometown to the new headquarters minus the distance for which transfer TA is admissible. It will be open to the employee not to avail of LTC without prejudice to his entitlement for the concession at a latter date subject to the usual conditions.
- 6.2 If an employee proceeds with prior permission to his home-town on leave from a tour station and returns to his headquarters direct from the home-town, he will be entitled to traveling allowance as on tour journey from headquarters to the tour station from which the employee proceeds to the home-town and leave travel concession for the journey from tour station to home-town and from home-town to headquarters, deeming the tour station as the starting point for the onward journey.
- 6.3 If an employee proceeds to a tour station from his home-town with prior permission and return to headquarters there from leave travel concession will be allowed from headquarters to home-town and traveling allowance as on tour for the journey from home-town to tour station and back to headquarters.

## **7.0 GRANT OF ADVANCE**

- 7.1 Advances are granted by the Company to the employees to enable them to avail themselves of the concession.
- 7.2 The advance will be limited to the estimated amount which the company will have to re-imburse under the rules in respect of journeys both ways.
- 7.3 Advance both for the outward and return journeys will be admissible only if the return journey will be completed within 90 days of the date of commencement of outward journey. If after drawing the advance for journeys both ways, it becomes clear that the return journey cannot be completed within 90 days, one-half of the advance should be refunded forthwith.
- 7.4 When an employee and the members of the family avail the concession separately, advance may also be drawn separately.
- 7.5 Advance may be drawn upto two months before the proposed date of commencement of the outward journey. In the case of employees proposing to travel by their own car, the advance may be drawn upto one month before the proposed date of commencement of the outward journey.
- 7.6 Advance will be sanctioned by the head of offices authorized to sanction advance of travelling allowance. \* Deleted vide circular no. P&T/01/024/07/30 dated 08.04.2010.
- 7.7 If after drawing an advance, the journey is either not performed or is not performed to the declared destination, the entire amount of the advance should be refunded within 7 days of the date on which the employee reports back for duty on return from leave or the proposed date of commencement of the outward journey failing which the amount due shall be recovered from the salary.
- 7.8 If the advance is drawn for the higher class but the journey is performed in a lower class or if the advance is drawn for certain family members but the actual journey is not performed by all of them, the excess amount should be refunded immediately on completion of return journey.

## **8.0 SUBMISSION OF CLAIMS**

- 8.1 An employee availing LTC for home-town shall be required to submit within one month of the completion of the return journey a certificate to the effect that he and/or the entitled members of his family have duly performed the journeys to and fro and that the expenditure incurred by him on this account is not less than the amount of the advance sanctioned to him. Where the amount actually spent is less than the amount of the advance, the certificate shall be given accordingly and balance amount of the advance shall be refunded by him within the stipulated period, failing which it shall be recovered from his salary.
- 8.2 The claims for LTC to any place in India shall be submitted within one month of the completion of the return journey and shall be supported by appropriate proof of the journeys having been performed (e.g. railway ticket numbers, bus/taxi numbers, cash receipts etc.) where advance was sanctioned, the balance should be refunded while submitting the final bill, failing which it shall be recovered from the salary of the employee.

#### **CLARIFICATION**

However, where employees avail of LTA for themselves and their dependent family members for any place within 1700 Kms. each way the submission of claims will be governed as per clause 8.1.

#### **9.0 TENURE**

These rules shall come into force with immediate effect and shall supersede all rules, regulations, orders and instructions issued earlier in this regard. The Company reserves to itself the right to modify, amend or cancel any of these rules without notice.

(Office Order No. A&P/07/020/83 dated. 21-9-83)



## DECLARATION OF FAMILY MEMBERS FOR LTC/LTA FACILITY ONLY

Name of the Employee :

Department :

Designation :

Date of entry in MSTC :

-----  
Sl. No.      Name      Date of birth      Relationship      Employment status  
-----

- 
- 1.1      Certified that my spouse is not employed/is employed but does not avail LTC/LTA facility from his/her employer (to be supported by a declaration from the employer of the spouse).
- 1.2      Certified that my other dependents as declared above are wholly dependent on me and the total income of any of the dependents from all sources\* is not more than Rs750/- per month.

\*(Income from land and property, rent from house/building, interest from Bank and other deposits, dividend from investments, commuted pension as also pensionary equivalent arising out of CPF & the like).

NOTE: The amount of scholarship/stipend received by the dependent children of employee will not be treated as income for deciding the dependency on the employee.

NOTE: Dependent parents are included for LTC only (not LTA) for home town or upto 750 Kms in lieu thereof.

- 1.3      Certified that my dependent parents, major sons, married/widowed daughters are permanently residing with me.
- 2.0      I further note that furnishing of wrong information in the above declaration would make me liable to disciplinary action which may even amount to dismissal. I also undertake to inform the company of any change in the above list of dependents immediately when it occurs.

### NOTE: DEFINITION OF "FAMILY"

- \*(A)      In case of all non-executives joining MSTC services on or before September 28, 1995 and all executives who joined the company prior to 18.11.1995.

- i. 'Family' means the employee's wife or husband, as the case may be residing with him/her and legitimate children and step-children residing with and wholly dependent on the employee.
- ii. The term 'Children' includes major sons, married and widowed daughters so long as they are residing with and are wholly dependent on the employee.
- iii. The term 'Legitimate Children' includes adopted children, if under the personal law of the employee, adoption is legally recognized as conferring on the adopted child the status of a natural child.
- iv. One wife is included in the term "Family"

\*(B) In case of all non-executives joining MSTC services on or after Sept. 28, 1995  
\*Deleted vide circular no.P&T/01/024/07/30 dated 08.04.2010.

'Family' means self, spouse and a maximum of two legitimate children who are residing with and are wholly dependent on the employee.

(Office Order No.P&T: 01:023:95:584 dated. 07-10-95)  
(Vide Circular No. P&T/01/024/94/2703 dated 15.1.1997)

Date :

Signature of Employee

Residential address :

1) Local :

2) Permanent :





**APPLICATION FOR GRANT OF ADVANCE TOWARDS LTC/LTA**  
**(STRIKE OUT WHICHEVER IS NOT APPLICABLE)**

**(THROUGH PROPER CHANNEL IN CASE OF EMPLOYEES)**

**Part - I**

**(A) DETAILS OF THE EMPLOYEE**

NAME      DESIGNATION      DEPT.&OFFICE      SCALE OF PAY& PRESENT BASIC PAY      HOMETOWN & NEAREST  
RAILWAY STATION/PORT

**(B) DETAILS OF FAMILY MEMBERS WHO WILL BE PERFORMING THE JOURNEY**  
**INCLUDING/EXCLUDING SELF :**

SL NO.    NAME    RELATIONSHIP    DATE OF BIRTH      SL NO.    NAME    RELATIONSHIP    DATE OF BIRTH

**(C) DETAILS OF JOURNEY (IN ALL CLASSES) :**

| STARTING STATION | DESTINATION&<br>NEAREST RAILWAY<br>STATION | DATE OF JOURNEY<br>FROM | JOURNEY PERIOD<br>TO | DISTANCE FROM<br>PLACE OF DUTY | CLAIM(PUT<br>TICKMARK<br>ON APPLICABLE |
|------------------|--------------------------------------------|-------------------------|----------------------|--------------------------------|----------------------------------------|
|------------------|--------------------------------------------|-------------------------|----------------------|--------------------------------|----------------------------------------|

CHOICE)

**(D) BLOCK YEAR FOR WHICH LTC/LTA IS APPLIED FOR :**

Block year                      :

Sub-Block year                      :

**(E) DETAILS OF ADVANCE REQUIRED (IN ALL CLASSES) :**

| No. of tickets | Class | Single way or<br>both ways | Amount | Advance<br>required |
|----------------|-------|----------------------------|--------|---------------------|
|----------------|-------|----------------------------|--------|---------------------|

- (i) Full  
(ii) Half  
(iii) Total

**(F) DETAILS OF LEAVE (IN CASE OF SELF) :**

Period of leave applied and approved :

Type of leave :

Date :

(SIGNATURE OF APPLICANT)

**Part - II**

**Certificate**

Certified that LTC/LTA for the sub-block \_\_\_\_\_ in the main block  
due and Rs. .... may be sanctioned as advance adjustable from the bill to be  
submitted on return,

AM(P)

Manager(Finance)

M/DM(P&A)

**Part - III**

**Sanction :**

Amount of Rs. ....(Rupees..... only) is  
sanctioned as LTC/LTA advance.

Manager/DM (F&A)

**Part - IV**

**Payment :**

Passed for payment of Rs. .... (Rupees..... only)

Controlling Assistant

D M/A M/J M(Finance)

**Part - V**

**Receipt :**

Received Rs. .... (Rupees ..... only )

SIGNATURE

Date :

(Introduced vide circular no. P&T/01/031/85/589 dated 28.10.2010)



### **Application for LTA to Andaman & Nicobar Islands**

(Applicable for only those non-executive employees who were on the rolls of SAIL as on 01.03.2008 and have not visited Andaman & Nicobar Islands on LTA in any of the Block years during their service period)

Block Year: 20\_\_\_\_ to 20\_\_\_\_

**1. Particulars of employee:**

|              |  |                   |  |
|--------------|--|-------------------|--|
| Name:        |  |                   |  |
| Designation: |  | Employee Code No: |  |
| Department   |  | Date of Joining:  |  |

**2. Leave Sanctioned:**

|               |      |    |                                          |
|---------------|------|----|------------------------------------------|
| Type of Leave | From | To | Proposed date of Commencement of Journey |
|               |      |    |                                          |

**3. Details of family members of employee including self for whom air ticket(s) to be purchased by Company:**

| Sl.No. | Name | Relationship | Age |
|--------|------|--------------|-----|
|        |      |              |     |
|        |      |              |     |
|        |      |              |     |

**4. Particulars for proposed train/road journey:**

| Sl.No           | From | To | Distance (in Kms) | Class of Travel                                               | Ticket Fare/ Rate (a) | No. of Tickets claimed both ways (b) | Total amount claimed [(a)x(b)] |
|-----------------|------|----|-------------------|---------------------------------------------------------------|-----------------------|--------------------------------------|--------------------------------|
|                 |      |    |                   |                                                               |                       |                                      |                                |
|                 |      |    |                   |                                                               |                       |                                      |                                |
| Entitled Class: |      |    |                   | Grand Total of amount claimed (for train/road journey) (Rs.): |                       |                                      |                                |

5. Whether Advance is required: YES ☐ NO ☐

5.1. If yes, Amount of Advance: Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

**Declaration by the employee:**

- I hereby declare that I and my entitled family members mentioned above have not visited Andaman & Nicobar on LTA during my service period. Also I have not drawn any advance for self or for my family members for the Block year claimed.
- I also declare that my spouse (if employed either in MSTC or any other organization) is not availing LTA/equivalent facility.
- In case of non-performance of journey, I hereby undertake to refund the entire advance amount drawn for train/road journey, before the proposed date of commencement of outward journey and/or refund any unutilized advance amount within seven days from the completion of return journey and shall return air-tickets. Cancellation charges will be borne by me.
- I shall submit the final LTA claim bill within days of completion of return journey along with proof of travel as specified in the rules.

Date

(Signature of employee)

Signature & Designation of Sanctioning Authority

**To be used by Personnel Department**

- (i) The claim is admissible for the Block period \_\_\_\_\_ in respect of Shri/Ms. \_\_\_\_\_  
Employee Code No. \_\_\_\_\_.
- (ii) The number of dependent family members and age has been verified.
- (iii) The employee may be sanctioned an amount of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) as an advance to  
be adjusted against the Bill submitted by the employee on return.

No. P&amp;T/

Date:

Signature and Seal of Personnel Officer

**Copy to:**

- (i) Employee concerned  
(ii) Accounts Section

**To be used by Finance & Accounts**

An advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is  
sanctioned to Shri/Ms. \_\_\_\_\_ Employee Code No. \_\_\_\_\_ vide  
Voucher No. \_\_\_\_\_.

Date:

Signature of Dealing Accounts Officer

---

**RECEIPT**

Received \_\_\_\_\_ no of air tickets in respect of the following for availing one time LTA facility for  
visiting Andaman & Nicobar Islands:

| Sl.No. | Name | Relationship | Age |
|--------|------|--------------|-----|
|        |      |              |     |
|        |      |              |     |
|        |      |              |     |
|        |      |              |     |
|        |      |              |     |
|        |      |              |     |

I shall deposit the Boarding Pass alongwith final Bill within Seven days of inward journey.

Signature of employee: \_\_\_\_\_

Name of the employee: \_\_\_\_\_

Employee Code No: \_\_\_\_\_

Designation: \_\_\_\_\_

Department: \_\_\_\_\_



Form of Declaration for performing journey by Air to Andaman & Nicobar Islands for  
availing LTA under LTC Rules  
( To be submitted along with application for LTA)

In pursuance of Circular No. P&T/01/31/85/519 dated 13-10-2008 regarding Air Travel facility to Andaman & Nicobar Islands for availing LTA under LTC Rules, I do, hereby, declare that I have never performed journey by Air to Andaman & Nicobar Islands for availing LTA under LTC Rules in my service period.

I further declare that the journey to Andaman & Nicobar Islands by Air to avail LTA for the block year \_\_\_\_\_ as applied for will be performed for the first time in my service period.

Signature:

Name:

Designation:

Deptt/Place of Posting

Date:



**LEAVE TRAVEL ASSISTANCE (LTA) FOR NON-EXECUTIVES**  
(Vide approval by Board of Directors in the 230<sup>th</sup> meeting held on 30.08.2008)

Leave Travel Assistance (LTA) is introduced in lieu of Liberalized Leave Travel Concession (LTA) anywhere in India as well as LTC on encashment option/ certification basis for Non-Executive employees.

1.0 Non-Executive employees who have completed one year of continuous in the Company will be entitled to LTA as under :-

| <b>Grade</b> | <b>Amount</b> |
|--------------|---------------|
| S-2 to S-5   | Rs. 30,000/-  |
| S-6 to S-8   | Rs. 36,000/-  |
| S-9 to S-10  | Rs. 43,000/-  |

(Amended vide Circular No P&T/01/023/10/705 dated 01.12.2010 w.e.f 01.04.2011)

- 2.0 The above LTA will be in lieu of LLTC to anywhere in India as well as LTC Encashment option/ certification basis.
- 3.0 There will be no change in Block Year. Employees who have availed LTA in the current Block Year will be entitled for the LTA from the next Block Year.
- 4.0 The LTA will be admissible to a Non-Executive employee when he/she proceeds on leave for a period of not less than three days inclusive of weekly off and closed holidays. The application for LTA would be as per format in Annexure.
- 5.0 All the existing schemes pertaining to LTA as far as Non-executive employees are concerned will be accordingly withdrawn.
- 6.0 Necessary deductions on account of Income Tax as applicable shall be made.



## **SABBATICAL LEAVE POLICY FOR EXECUTIVES**

### **1.0 INTRODUCTION:**

This policy is designed to keep the executives motivated and to give the executives, an opportunity to have a break from their assignment for a pre-determined time period. Better performances from the executives depend upon the value given to the individual executives and respect their requirements. Sabbaticals provide an extended break from work, unrelated to family leave. Sabbaticals are considered a time to recharge, study or simply do something different, away from the grind of the workplace. The changing tide has forced executives, thus flexing rules to accommodate their interests as well. It has been found that executives generally prefer sabbaticals in order to re-balance their personal and professional lives.

### **2.0 DEFINITION:**

Sabbatical leave provides a facility where an individual can undergo specialist training/further education or for enhancement of skill/knowledge in his/ her line of operation and for reasons such as medical ground} care of family members or children, higher studies, visit to spouse, education of their children, etc.

"Executive" means an employee who is serving the Company as an Executive (below the board level) in the grade/ scale E-0 to E-8.

### **3.0 ELIGIBILITY& APPROVING AUTHORITY:**

The executive applying for leave should have put in a minimum of 5 years of service as an executive in the grade/ scale to E-8 The request for sabbatical leave shall be forwarded with the recommendation of the HOD and can be availed with the approval of the Competent Authority- Chairman and Managing Director.

### **4.0 ENTITLEMENT TO SABBATICAL LEAVE**

- a) An executive shall be eligible for sabbatical leave up to 2 years during their entire career for reasons such as medical ground, care of family members or children, higher studies, visit to spouse, education of their children specialised training, skill, knowledge etc. In his [her line of operations.
- b) A differently abled executive and also an executive having differently abled dependents viz. children and/or spouse (even though they are not financially dependent) shall be eligible for Sabbatical leave upto 2 years during his/her entire career for the reason of self-care or taking care of children and / or spouse as the case may be.
- c) The ward 'differently abled' would mean and include the following: i) Blind or low vision ii) Hearing impairment iii) Locomotor disability or Cerebral Palsy, iv) Leprosy cured v) Mental retardation, vi) Mental illness vii) Multiple disabilities
- d) For the purpose of 'differently abled' dependents, the executive would need to produce copy of the disability certificate issued by the designated authority in respect of his/her differently abled dependents to the Company.
- e) An executive may undertake a maximum of 2 sabbaticals in his/ her tenure with MSTC. Each sabbatical will be for a minimum period of 3 months.
- f) There should be a gap of at least one year in each sabbatical leave.
- g) Sabbatical leave will be unpaid leave. No allowance / reimbursements will be paid during sabbatical leave.
- h) Eligible leave will not be adjusted against Sabbatical leave.

- i) The leave can be extended/ continued subject to prior approval of Chairman and Managing Director of the Company, before expiry of the current sanctioned period and this will be counted as one occasion.
- j) Under no circumstances, the duration of Sabbatical leave will be extended beyond 2 (two) years.

## 5.0 TERMS AND CONDITIONS

- a) The sabbatical leave shall be taken for at least 3 months at a time,
- b) The leave shall not be taken more than once in a year.
- c) The sabbatical leave shall be without pay, salary, allowances, perquisites and any other consequential monetary and non-monetary benefits. No increment shall be earned during the sabbatical leave and the executive will rejoin at the same stage of pay as was existing at the time of her availing the sabbatical leave. The period of leave will not be counted for the service eligibility. Accordingly, it will be on loss of seniority and will not be counted for pension, promotion and other benefits. The place of posting may change at the time of rejoining.
- d) The executives on sabbatical leave will not be considered for promotion, during the period of the leave.
- e) The sabbatical leave period shall not be counted as pensionable service and for payment of gratuity / pension. No contribution will be made by the Company during the period of sabbatical leave.
- f) The executive shall not take up any employment / vocation / business / profession elsewhere during the period of sabbatical leave. The concerned executive has to submit a declaration in this regard.
- g) The Company shall have the right to cancel the sabbatical leave granted to an executive without assigning any reason and the said executive will have to rejoin the Company immediately once the leave is cancelled.
- h) The sanctioning authority while considering the sabbatical leave of the executive concerned may take into account the administrative and other exigencies before sanctioning the same.
- i) The executive concerned will continue to pay instalments falling due during the period of sabbatical leave for any loan / advances granted to him/ her by the Company from own sources,
- j) The executive concerned will have to arrange for payment of income tax, etc. falling due during the period of sabbatical leave.
- k) A sabbatical will not result in a break in existing contract. However; provisions dependent upon length of service i.e. annual leave, sick leave, and maternity leave will be deemed to be suspended during the period of the sabbatical leave,
- l) If Performance appraisal is due during the sabbatical leave, the individual will have completed his/ her appraisals before commencement of sabbatical leave.
- m) Executives staying in Company's Flat/Leased Accommodation, going on Sabbatical Leave may be allowed to retain such accommodation for a period of three months at normal rent/ lease. After three months the concerned employee will be required to pay double the rent/ lease. However this clause will not be applicable in case both husband and wife are working in MSTC and any one of them has opted for Sabbatical leave.



- n) Sabbatical Leave once sanctioned, though can be cancelled, cannot be allowed to be converted into any other kind of leave, thereby requiring restoration of financial, seniority and promotional benefits.

#### 6.0 ON RETURN FROM SABBATICAL

- a) An executive must confirm date of their return to work in writing to their reporting HOD, and copy to P&A dept. prior to taking the sabbatical leave.

#### 7.0 WHERE AN EXECUTIVE DECIDES NOT TO RETURN TO WORK

- a) If the executive decides not return to work than he has to follow the procedure of resignation/ release from the services of the Company as prescribed in the service rules of the Company .
- b) The necessary exit formalities would need to be completed by the individual as per the applicable rules and regulations of the Company.
- c) Failing to comply with the above exit rules of MST C will not give any reference check for the individual and no relieving order will be issued.

#### 8.0 TENURE

- a. The policies and rules framed hereunder will come into force from the date of approval by the Board and shall remain in force until revised.
- b. The Company reserves the right to amend, modify, cancel or withdraw the policy at any time without notice.
- c. Chairman and Managing Director, may, at his discretion, relax the conditions, except the maximum tenure of two years of sabbatical leave, in exceptional cases<sup>2</sup> for reasons to be recorded,
- d. During the sabbatical leave period, CMD may allow the benefit of medical reimbursement to the executive and his/ her dependents in the extraordinary circumstances on case-to-case basis on reasons to be recorded for the same.

\*\*\*\*\*



## **INCENTIVE SCHEME FOR ACQUIRING PROFESSIONAL QUALIFICATIONS**

### **1.0 OBJECTIVE**

To encourage employees to improve their knowledge and professional competence by undertaking advance studies relevant in their function in the Company.

### **2.0 POLICY**

Employees shall be given incentive when they acquire additional qualifications as specified and relevant to the area of responsibility during their service in the Company.

CLARIFICATION :

- i) Incentive(s) are also not admissible if the course of study/ examination has been completed before joining service in the Company.
- ii) Incentive(s) are also not admissible if a few semesters of a particular course or a part of the course was done before joining service in the Company and the remaining portion including the final examination is completed after joining service in the Company.

### **3.0 SCOPE**

This Scheme shall cover all employees of the Company below the Board level including Management Trainees.

### **4.0 SANCTIONING AUTHORITY**

Such authorities to whom these powers are sub-delegated shall be the Competent Authority for grant of this incentive to employees in Branch offices/units. For Corporate Office, the Competent Authority shall be such authority whom Chairman may authorize.

### **5.0 ENTITLEMENT**

- 5.1 The qualifications/ courses admissible for incentive is given at annexure I & II.
- 5.2 Incentive under this Scheme shall be granted not more than twice during the tenure of service of an employee.
- 5.3 The incentive granted under this scheme shall in no way affect the annual incentive and the due date.

### **6.0 ELIGIBILITY**

- 6.1 Employees in the Company below the Board level who qualify in the final examination as in Annexure\* shall be eligible for the incentive with effect from the date the final result of the examination is declared and the prescribed training, if any, is completed.
- 6.2 Employees who have acquired the professional qualification specified in Annexure I & II while in service but not received incentives (in the scheme already in existence) are eligible for the incentive under this Scheme from the date of effect of the Scheme.
- 6.3 The grant of incentive shall be subject to production of official proof in support of acquisition of the prescribed qualifications.
- 6.4 The grant of leave, if required for prosecuting studies or for appearing at the examination shall be subject to the normal leave rules of the Company.
- 6.5 The Company may utilize the services of an employee in a department/function in which the professional qualification acquired by him could be relevant or more advantageously utilised.
- 6.6 Grant of incentive under the Scheme shall not entitle an employee to any specific claim for promotion which shall be as per normal prescribed rules.
- 6.7 The Employees in common channel for consideration to a higher post, are eligible for incentive under this Scheme, if the qualification acquired is relevant to the function covered by the higher post. In other words, if a person is eligible for promotion to a post, the acquisition of qualification which is relevant for the higher post will entitle the employees to be covered under this scheme.

CLARIFICATION

- i) Employees who are in common channel and are in the same cadre with liability for inter-departmental or inter-directorate transfer can be given the benefit of the Scheme without regard to the actual place of posting at the time they acquire qualification or apply for incentive under the Scheme.
- ii) Clause 6.7 will be applicable only to the main/principal channel of promotion and not to additional channels of promotion which might have been provided in individual cases or to specific categories of employees.

- 6.8 Employees shall not be eligible for the incentive under this Scheme in the following circumstances.
- 6.8.1 If they are sponsored at the expense of the Company for the examination/training to acquire the qualification.
  - 6.8.2 If the appraisal reports are not of the same standard as prescribed in the promotion policy.
  - 6.8.3 If an employee has already received the incentive under this Scheme in HSL/BSL for the same qualification.
  - 6.8.4 Appraisal reports should be of the same standard as required for promotion under the vacancy Promotion system. No difference in number of incentives in such cases will be admissible.

**7.0 PROCEDURE**

- 7.1 An eligible employee may apply for the incentive under the Scheme through proper channel in the prescribed form (Annexure -C).

**8.0 TENURE**

- 8.1 These rules shall come inforce with immediate effect.
- 8.2 This Scheme is liable to be cancelled/ withdrawn at the discretion of the Chairman of the Company without any notice and without assigning any reasons therefor. Likewise, the Chairman reserves to himself the right to alter and/or amend the Scheme including additions or deletions to the list of the professional qualifications.

ANNEXURE I

**INCENTIVE SCHEME FOR ACQUIRING PROFESSIONAL QUALIFICATIONS  
IN MSTC**

| SL. NO. | SPECIALISED QUALIFICATION                                                                                                                                                                    | Amount of Incentive |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1       | Doctorate/ Master's Degree/ Bachelor's Degree or equivalent in any discipline of engineering or diploma in Engineering.                                                                      | RS 10,000/-         |
| 2       | Final examination of the Institute of Cost and Works Accountants/Final Examination of the Chartered Accountants of India /Final Examination of the Institute of Company secretaries of India |                     |
| 3       | Post Graduate Degree/ Diploma (equivalent to MBA) in any discipline from recognized institutes/universities of not less than 2 years duration                                                |                     |
| 4       | Recognized Post Graduate Degree/ Diploma in Computer application                                                                                                                             |                     |
| 5       | LLB/LLM from recognized university                                                                                                                                                           |                     |

**CLARIFICATION:**

- 1) Incentives will not be admissible for the second time if the Post-Graduate Degree or Diploma acquired is in the same field or discipline.
- 2) All qualifications must be recognized by the Govt. of India for selection to superior services.
- 3) Incentives are admissible for acquiring qualifications like ACS, ICWA etc. In such courses practical training has been specified as part of the course of study/curriculum. It is hereby clarified that the employees who qualify under such courses would be eligible for grant of incentive only after they complete practical training as prescribed.

**GENERAL CLARIFICATIONS:**

1. Incentives will not be admissible for the second time if the Post-Graduate Degree/ Diploma acquired is in the same field or discipline.
2. \*\*deleted

**APPLICATION FORM**  
**(Ref. Rule 7.0)**  
**INCENTIVE SCHEME FOR ACQUIRING PROFESSIONAL QUALIFICATION**

To,  
(SANCTIONING AUTHORITY)

THROUGH PROPER CHANNEL

Name :

Personal Number:

Designation :

Department/ Section :

Grade & Present Pay :

Examination Passed :

Date of Passing the Examination :

Incentive, if any, drawn earlier on account of additional qualifications :

Number of incentives claimed :

Documentary proof of examination passed is enclosed.

DATE:

SIGNATURE OF THE APPLICANT

**For Office use only**

No. of incentives sanctioned :

SIGNATURE OF THE SANCTIONING

Date:



### INCENTIVE SCHEME FOR PROMOTING SMALL FAMILY NORMS

It has been decided to introduce an Incentive Scheme among the employees for promoting Small Family Norms. The scheme shall be called 'Incentive Scheme for Promoting Small Family Norms'.

1. All regular employees of this Company will be covered by this scheme.
2. In order to be eligible the employees will have to satisfy the following conditions:
  - a) In case of a male employee, he should not be over 50 years of age and his wife should be between 20 and 45 years of age.
  - b) In case of a female employee she must not be above 45 years of age and her husband must not be over 50 years of age.
  - c) The employee should have not less than two but not more than three living children.
3. The incentive shall be available for undergoing sterilisation operation and IUCD insertion.
4.
  - a) For undergoing vasectomy operation a cash incentive of Rs.2000/-\* and special casual leave not exceeding 6 days will be admissible.
  - b) For undergoing tubectomy operation a cash incentive of Rs.2000/\* and a special leave of 14 days shall be admissible to female employees ;  
\*(Circular No.P&T/01/047/81/2669 dated. 10.1.95)
  - c) A male employee may be allowed special casual leave up to 7 days if his wife has undergone tubectomy operation – puerperal or non – puerperal for the first or the second time or who has undergone salpingectomy operation after medical termination of pregnancy to look after the wife during her convalescence .
  - d) For IUCD insertion, a cash incentive of Rs.50/- will be admissible. Special leave for one day will be admissible to female employees only for such insertion.
  - e) 50% of the cash incentive mentioned in 4(a) and 4(b) above for undergoing vasectomy and tubectomy operations respectively will be paid in cash and the rest 50% will be deposited in the respective PF account of the employee.
5. The Sterilisation operation(both vasectomy and tubectomy) must be conducted and the Sterilisation Certificate issued by Authorised Government recognised Hospital or it should be done under the auspices of CGHS.

\*However, in the interest of Family Welfare Programme, the employee who or whose spouse has gone for Sterilisation in a Private Nursing Home or Private Hospital may also be allowed incentives for promoting Small Family Norms provided he/she produces a certificate from the Private Hospital/Nursing Home duly counter signed by a Civil Surgeon/District Medical Officer/Medical Officers

of Central/State Government Hospitals/Medical Advisers of MSTC who would before countersigning the certificate satisfy himself that the concerned employee or his/her spouse has actually undergone the Sterilisation on the date mentioned in the certificate.

\*(Circular No.P&T/01/047/81/2669 dated 10-01-95)

6. The aforesaid incentive shall be admissible only once, though in the event of first Sterilisation operation not being successful if the employee has to undergo a second such operation, then special leave will be sanctioned once again.
7. In case of both husband and wife being employees of this Corporation, only one of them would be entitled to draw this benefit provided further that if the spouse of the employee concerned draws incentive from any other source for this purpose, the employee would not be eligible for any incentive under this scheme.

The Company reserves the right to modify/amend or cancel any of the rules without prior notice.



## NON-MONETARY INCENTIVE SCHEME

(Revised Scheme Vide Circular No. P&T/01/071/09/84 dated 26.04.2016)

1.0 Under the Non-Monetary Incentive Scheme, the Company shall award 'BEST PERFORMANCE CUP' to the Branch/Region adjudged best on their Performance as per the criteria laid down below in para 2.0 in the financial year under consideration. In addition, 2 (two) MERIT SHIELDS shall be awarded based on the Maximum increase in Business and Maximum profit on the criteria laid down below in para 3.0 in the financial year under consideration.

1.1 The Cup and Shields shall be called -  
 A) "BEST PERFORMANCE CUP"  
 B) "MERIT SHIELD FOR MAXIMUM GROWTH"  
 C) "MERIT SHIELD FOR MAXIMUM PROFIT"

### 2.0 CRITERIA FOR EVALUATION FOR BEST PERFORMANCE CUP

The Best Performance Cup shall be adjudged on the basis of the "Performance Index", which is calculated as follows:

$$\text{Performance Index (P)} = \{(0.25 \times A1) + (0.25 \times A2) + [0.25 \times \left(\frac{B1+B2}{2}\right)] + (0.25 \times C)\};$$

Where;

$$A1 \text{ (Weightage 25\%)} = \frac{\text{Actual Business Volume achieved}}{\text{Target for the year}}$$

$$A2 \text{ (Weightage 25\%)} = \frac{\text{Actual Service Charges achieved}}{\text{Target for the year}}$$

$$\left. \begin{aligned} B1^1 &= \frac{\text{Realisation of Service Charge during the financial year with respect to Op.Bal.}}{\text{Opening balance of Outstanding service Charge}} \\ B2^1 &= \frac{\text{Realisation of Service Charge during the financial year for the Current Year}}{\text{Service Charge Billed during the financial year}} \end{aligned} \right\} \text{Weightage 25\%}$$

$$C \text{ (Weightage 25\%)} = \frac{\text{Gross Operating Margin of Region/Branch/}}{\text{Service charge income made during the year under consideration*}}$$

*\*(service charge will include 20% of the earnings on account of Marketing through the Port(s) under the jurisdiction of the Region/Branch/Department).*

#### Example

Let the target of business volume of a Region for the year 2014-15 be `240 Crore and the actual business volume achieved during the year be `220 Crore.

$$\text{Then } A1 = \frac{220}{240} = 0.92$$

Let the actual service charge for the year 2014-15 be `33 Crore and the target for the year be `45 Crore,

$$\text{Then } A2 = \frac{33}{45} = 0.73$$

<sup>1</sup> For Calculation of B1 + B2, Service Charge billing is considered including service tax, as Outstanding service Charge included Service Tax.



Let the Opening Balance of Outstanding service Charge as on 01.04.2014 be ` 120 Crore and realization during the year towards the opening balance be ` 103 Crore as on 31.3.2015,

$$\text{Then } B1 = \frac{103}{120} = 0.86$$

Let the service charge billed during the year 2014-15 be ` 11.60 Crore and the realization towards the billing for current year be ` 10.20 Crore,

$$\text{Then } B2 = \frac{10.2}{11.6} = 0.88$$

Let the Gross Operating Margin of the Region/Branch be ` 16.66 Crore and the Service Charge Income be ` 33.15 Crore

$$\text{Then } C = \frac{16.66}{33.15} = 0.51$$

**NOTE:**

Gross Operating Margin = Total Income of the R.O./B.O./Deptt. other than interest on Deposit, etc – Total Expenditure of the RO/BO.

$$\therefore P = (\text{Performance Index}) = \{(0.25 \times 0.92) + (0.25 \times 0.73) + (0.25 \times \left(\frac{0.86+0.88}{2}\right)) + (0.25 \times 0.51)\} \\ = 0.7595$$

- 2.1. The performance of every Region and Branch will be computed on this basis and the Region/Branch scoring the highest “Performance Index” will be awarded as the “BEST PERFORMANCE CUP”.

### 3.0 **CRITERIA FOR EVALUATION FOR MERIT SHIELDS**

2(two) Merit Shields shall be awarded as under:-

#### 3.1 **For Maximum Growth:**

The Composite score for maximum percentage increase in Business Volume and Service Charge Billing over previous year achievement shall be recognized for this shield.

$$= \frac{(\% \text{ Increase/Decrease in Business achieved}) + (\% \text{ Increase/Decrease in Service Charge Income achieved})}{2}$$

For Instance, if the Business Volume achieved in 2013-14 is ` 1011 Crore and that achieved in 2014-15 is ` 2253 Crore, the percentage increase in Business Volume

$$= \frac{(2253 - 1011)}{1011} \times 100 = 122.84\%$$

On the other hand, the Service Charge income achieved in 2013-14 is ` 23 crore and that achieved in 2014-15 is ` 33.15 crore, the Percentage increase in Service Charge income

$$= \frac{(33.15 - 23)}{23} \times 100 = 44.13\%$$

Therefore, the composite score of both components of Business Volume and Service Charge

$$= \frac{(122.84 + 44.13)}{2} = 83.48$$

The Office with the highest score will get this Shield.

### 3.2 **For Maximum Profit:**

The weightage of 50% would be given to the percentage of contribution made by the Region after deducting direct expenses<sup>2</sup>. The remaining 50% weightage would be given on the outstanding at the end of the year as a percentage of service charge income.

$$= \left( \frac{(\text{Service Charge Income}^3 - \text{Direct Expenses})}{\text{Service Charge Income}} \right) - \left( \frac{\text{Outstanding at the end of the year}}{\text{Service Charge Income}} \right) \div 2$$

For Instance, say the Service Charge Income of an office is ` 6.33 Crore and the direct expenses are ` 2.43 crore. The outstanding of the office amount to ` 1.08 Crore. The Composite score shall be

$$= \frac{\left( \frac{6.33 - 2.43}{6.33} \right) - \left( \frac{1.08}{6.33} \right)}{2} = 0.2227$$

The Office with the highest score will get this Shield.

4.0 For the purpose of these awards the grouping of Regions and Branches will be as follows:

#### **REGION/ BRANCH**

SRO  
NRO  
WRO  
ERO  
BANGALORE  
VIZAG  
VADODARA

#### **OFFICES UNDER REGION/ BRANCH**

CHENNAI  
DELHI, BHOPAL, LUCKNOW and JAIPUR  
MUMBAI  
KOLKATA  
BANGALORE and TRIVANDRUM  
VIZAG, BHUBANESHWAR AND HYDERABAD  
VADODARA

5.0 No Region/Branch shall, however, qualify for the Cup if it does not achieve its target. In other words, attainment of 100% target of sales will be a precondition for being awarded the Cup. However, for award of Merit Shields this condition shall be relaxed.

6.0 This scheme shall come into force with effect from the financial year 2015-16.

7.0 This issues with the approval of the Competent Authority.

<sup>2</sup> Expenses are Office specific and corporate overheads and provisions are not included.

<sup>3</sup> Service Charge income means DT Service Charges only



## **PERFORMANCE LINKED INCENTIVE SCHEME FOR NON-EXECUTIVES**

(Introduction vide circular no. P&T/01/38/09/337 dated 03.08.2011)

The Board of Directors in its 244<sup>th</sup> Meeting held on 26-7-2011 have approved introduction of a comprehensive Performance Linked Incentive Scheme for Non-Executives of the Company with effect from the year 2007-08.

On implementation of this scheme, all existing incentive/performance linked reward schemes in vogue shall stand withdrawn. All advances and/or reward/special reward paid to the Non-Executives from 2007-08 onwards shall be adjusted against the payment towards the above Scheme.

### **THE SCHEME:**

#### **1.0 OBJECTIVES :**

- 1.1 The Scheme shall encourage improvement in performance of the employees towards fulfilment of business goals/priorities of the Company.
- 1.2 The Scheme shall motivate the employees to give their best in achieving higher physical and financial parameters.
- 1.3 The Scheme shall pave the way for better harmonious relationship between the Company and its employees.
- 1.4 The Scheme shall help in overall growth of the Company.

#### **2.0 TITLE :**

- 2.1 The Scheme shall be called "Performance Linked Incentive Scheme for Non-Executives"

#### **3.0 COVERAGE :**

- 3.1 The Scheme shall be applicable to all full time regular non-executive employees including deputationists drawing wages against regular post in the Company.

#### **4.0 INCENTIVE PARAMETERS :**

- 4.1 For the purpose of calculation of incentive, the Region/Branch/Division/Department-wise targets will be taken for consideration.
- 4.2 Incentive groups will be as follows :  
REGION/DIVISION/BRANCH/DEPARTMENT  
WR/MUMBAI  
NR/NEW DELHI  
SR/CHENNAI  
ER/KOLKATA  
BO/BANGALORE  
BO/VADODARA  
BO/VIZAG  
e-COMMERCE (e-MARKETING + e-PROCUREMENT)  
SA (ALL INDIA)  
MARKETING (ALL INDIA)

However, this may undergo change depending on functional grouping.

## **5.0 INCENTIVE ELIGIBILITY :**

- 5.1 On achievement of **90%** of the target, amounts of incentive payable **per annum** will be:

|                                |   |           |
|--------------------------------|---|-----------|
| Employees in grades of S-1/2/3 | - | ` 26000/- |
| Employees in grades of S-4/5/6 | - | ` 30000/- |
| Employees in grades of S-7/8/9 | - | ` 32500/- |
| Employees in grades of S-10/11 | - | ` 35000/- |

- 5.2 If performance exceeds 90% of the target, additional incentive payable for **every additional percentage** performance over 90% of target, **subject to a ceiling of 130% of target:**

|                                |   |         |
|--------------------------------|---|---------|
| Employees in grades of S-1/2/3 | - | ` 200/- |
| Employees in grades of S-4/5/6 | - | ` 220/- |
| Employees in grades of S-7/8/9 | - | ` 260/- |
| Employees in grades of S-10/11 | - | ` 280/- |

- 5.3. In case the achievement falls below 90% of the target but is more than 50%, incentive payable will be 50% of incentive payable at 90% achievement.

- 5.4 In case achievement falls below 50%, no incentive will be payable

- 5.5 To ascertain unit-wise achievement of target percentage, weightage for Region/Division/Branch-wise physical performance (ie. volume of business), overall Company's financial performance (ie. PBT) and incremental profit of at least 10% (incremental profit would mean percentage increase in profit as compared to previous year's profit) will be **40%, 40% & 20%** respectively.

- 5.6 The employees of common departments will receive 50% of incentive of SA(All India) and e-Commerce taken together + 50% of incentive of Marketing.

- 5.7 \*Clause 5.7 stands withdrawn from the year 2007-08.

## **6.0 MISCELLANEOUS PROVISIONS :**

- 6.1 Period under EOL, study leave, maternity leave, unauthorized absence and leave without pay shall be excluded for calculation of incentive.

- 6.2 In case of promotion to higher grade, payment to be made on pro-rata basis for the period of service rendered in the relevant grades.

- 6.3 In case of superannuated/expired employees as well as employees separated under VRS, pro-rata payment of incentive for the period of service rendered during the financial year shall be made. In case of resignation, payment shall be made if the employee concerned was on the rolls of the Company during the entire financial year under consideration.

- 6.4 Notwithstanding anything in the scheme, an employee shall be disqualified from receiving incentive if he/she has been awarded any penalty other than 'Censure' during the financial year regardless of the date of commission and misconduct by way of disciplinary action under CDA Rules of the Company. An employee who is under suspension shall not receive any incentive during the period of suspension.

- 6.4 A The following proportionate incentive shall be forfeited in case an employee exceeds the specified number of days of lat coming in a particular year.

| <b><u>NO OF DAYS LATE<br/>ATTENDANCE</u></b> | <b><u>PERCENTAGE OF INCENTIVE<br/>TO BE FORFEITED</u></b> |
|----------------------------------------------|-----------------------------------------------------------|
| 40 to 60                                     | 25%                                                       |
| 61 to 80                                     | 30%                                                       |
| 81 to 90                                     | 35%                                                       |
| More than 90                                 | 50%                                                       |

This would however be without prejudice to any other action/ disciplinary proceeding under CDA Rules against the employee concerned.

(Amended vide circular no. P&T/01/38/09/880 dated 9-3-2012)

- 6.5 Participation in any strike/bandh/work-stoppage or unauthorised absence will debar an individual from earning incentive for the relevant period.
- 6.6 On implementation of this Scheme, all existing incentive/performance linked reward schemes in vogue shall stand withdrawn.
- 6.7 The above scheme may be reviewed/modified/revised at the discretion of Management.
- 7.0 TENURE :**
- 7.1 The Scheme shall be effective from the year 2007-08.



## **INTRODUCTION OF LONG SERVICE AWARD SCHEME**

(Introduced vide circular no. MIB/PER/CIR/5219 dated 10<sup>th</sup>/11<sup>th</sup> August, 1981)

In order to recognize the long service rendered by the employees, it has decided that the following scheme shall come in effect from 19-1-1981.

- 1.0 The Scheme shall be applicable to all regular employees of this Corporation.
- 2.0 An employee who completes 25 years of service in the Company will be eligible for award under the scheme. For this purpose, service rendered in SAIL/its subsidiaries, or period spent on deputation to other organizations will also be taken into account.
- 3.0 In the case of Graduate Engineers/Management Trainees, the period of training shall be taken into account.
- 4.0 However, the award will be subject to the condition that the service record of the employee is satisfactory and that there has been no break in service.
- 5.0 The award would be TITAN watch the cost of which should not exceed Rs.1700/-. The name of the employee, the nature of the award as well as the emblem of the Company will be suitably inscribed on the watch. The employees will also be presented with a scroll on the occasion.
- 6.0 The award will be presented once every year and suitable function will be held. The Company will host high tea to the award winners and there will be group photograph. One copy of the photograph, suitably mounted, will be presented to each award winner. Employees who complete 25 years on 31<sup>st</sup> August of the preceding year will be considered.
- 7.0 The Company shall reserve to itself the right to amend/modify/alter or cancel the scheme at its discretion without any prior notice.

This issues with the approval of the competent authority.



## **SCHEME OF PERFORMANCE RELATED PAY (PRP) FOR EXECUTIVES**

Pursuant to the Presidential Directives received from the Government of India, Ministry of Steel vide letter No. 3(4)-99-MF dated 1st May, 2009 and in terms of DPE guidelines on Performance Related Pay, the Remuneration Committee in its meeting on 30<sup>th</sup> October, 2017 has decided the following scheme for making Performance Related Pay (PRP) to the executives of the Company for the year 2016-17.

1.0 Coverage of Scheme: PRP scheme shall be applicable to all executives (including Trainee Officers but excluding Management Trainees) who were on regular rolls of the Company as on 1.4.2016 and to those who joined thereafter. Payment for 2016-17 will, however, be made for the actual service rendered during the period between 1st April, 2016 to 31st March, 2017.

### **2.0 Methodology for Calculation:**

- I) **Component of PRP** - 60% current year's profit and 40% from incremental profit, ie. 60% of PRP would be given with the ceiling of 3% of PBT and 40% of PRP will come from 10% of incremental profit subject to a ceiling of 2% of current year's PBT. However, the total profit will be limited to 5% of PBT for 2016-17.
- II) **Annual Basic pay** ;
- III) **MOU Rating** (Excellent 100%, Very Good 80%, Good 60% and Fair 40%) ; The MOU ratings achieved by the Company for 2016-17 was 'Good' ;
- IV) **Grade Incentive** [E0 to E3=40%, E4 to E5=50%, E6 to E7=60%, Director (B)=150%, CMD (B)=200%] ; The Company has achieved the status of Category-B PSU from 2006-07 onwards ;
- V) **Executive Performance Rating** – weightage will be as under :

|                                                                                                |              |
|------------------------------------------------------------------------------------------------|--------------|
| (a) Company performance (Physical achievement of volume of Business - Excellent target of MoU) | 0.550;       |
| (b) Region/Br/HO performance                                                                   | 0.100;       |
| (c) Individual performance                                                                     | <u>0.350</u> |
| <b>TOTAL</b>                                                                                   | <b>1.00</b>  |
- VI) The Company, as a whole, has achieved the MOU target for 2016-17. Therefore full weightage/score shall be given for factor under (a).
- VII) **Ratio of required amount to available amount:** The ratio of required amount to available amount for 60% of PRP shall be 1 since the approximate amount required for payment of PRP for 2016-17 is Rs. 1.205 crore, compared to the available amount for the said year which is Rs. 2.898 crore (3% of PBT of 2016-17). However, the ratio of required amount to available amount for 40% of PRP which comes from 10% of incremental profit (ie. Rs.0.527 crore) is less than 1 since the approximate amount required for payment of 40% of PRP for 2016-17 is Rs. 0.803 crore.

VIII) Annual PRP amount will be calculated as follows :

$$\text{PRP} = \text{Ratio Factor} \times \text{Total Annual basic} \times \text{MOU Rating} \times \text{Grade Incentive} \times \{ \text{Company Performance Weightage} + \text{Region/Branch/Unit performance} + \text{Individual Performance Rating} \} \times \text{Ratio of available amount to Required amount.}$$

3.0 The amounts paid to the executives towards Incentive/Reward and/or advance against the PRP for the year 2016-17 shall be adjusted from individual's PRP.

4.0 The payout under PRP shall be subject to the following conditions.

- i) Management Trainee shall not be eligible for PRP ;

- ii) Period under EOL, study leave, maternity leave, childcare leave, unauthorized absence and leave without pay shall be excluded for calculation of PRP ;
- iii) In case of promotion to higher grade, payment to be made on pro-rata basis for the period of service rendered in the relevant grades.
- iv) In case of executives who have been placed in category 'D', weightage for Individual Performance shall be taken as Zero (0) for calculation of PRP.
- v) In case of superannuated/expired executives as well as executives who have separated under VRS, pro-rata payment of PRP for the period of service rendered during the financial year shall be made. In case of resignation, payment shall be made if the executive concerned was on the rolls of the company during the entire financial year under consideration ;
- vi) Notwithstanding anything in the scheme, an executive shall be disqualified from receiving PRP if he/she has been awarded any penalty other than 'Censure' during the financial year regardless of the date of commission and misconduct by way of disciplinary action under CDA Rules of the Company. An executive who is under suspension shall not receive any PRP during the period of suspension.
- vii) The PRP shall not be counted for any other service benefit ;
- viii) PRP shall be subject to Income Tax as per the Income Tax Act.

\*\*\*\*\*





## MEDICAL REIMBURSEMENT RULES

### 1.0 DEFINITIONS

1.1 'Employee' means any person employed by the Company excluding a casual employee.

1.2 'Family' means :

- i) The employee's wife or husband as the case may be;
- ii) Legitimate children and step-children wholly dependent on the employee upto an age of 25 years or till he/she starts earning or gets married, whichever is earlier.

Provided dependent son/daughter is not suffering from any permanent disability of any kind (physical or mental), in which case, there shall be no age limit.

- iii) Minor brothers and minor unmarried sisters (upto the age of 21 years) or widowed/divorced sisters wholly dependent and residing with the employee till she marries, if applicable, if the father is
  - (a) not alive or
  - (b) wholly dependent on and is residing with the employee.

- iv) Parents if they are wholly dependent on and residing with the employee.  
(Amended in 306<sup>th</sup> Board Meeting dated 25.06.2021)

1.3 'Authorised Medical Attendant'

means any Medical Officer in the service of the Company, or a duly qualified registered Medical Practitioner where a Medical Officer is not provided, or a Medical Officer of Government/ Subsidiary Company.

1.4 'Private Registered Medical Practitioner'

means one qualified in the Western System of medicine and registered in the appropriate schedule of State. The term also includes a practitioner of Ayurvedic, Unani and Homeopathic system of medicine.

### CLARIFICATIONS

- i.) Private Registered Medical Practitioner qualified in the Western System means Doctors having degrees recognized by the Central/State Government and registered in the appropriate schedule of the concerned State.
- ii) It has further been decided that reimbursement for medical treatment may also be allowed if the same is undertaken from Doctors with qualification of LMP/LMF subject to the condition that their qualification is recognised by the respective State Governments and they are registered in the appropriate schedule of the concerned state.
- iii) The term 'qualified' in respect of the Medical Practitioner in Ayurvedic, Unani and Sidha system of medicines would mean persons possessing recognised medical qualifications as included in the Schedule II, III & IV of the Indian Medicine Central Council Act, 1970 as amended from time to time, and in case of Homeopathy, it would

mean persons possessing the recognised medical qualifications as notified in Schedule II of the Homeopathy Central Council Act, 1973 as amended from time to time. It is clarified that only those Homeopaths will be recognised for the purpose of re-imbursement, who have been regular students of Homeopathic College for four years leading to a Diploma or Degree in Homeopathy from recognised colleges.

## **2.0 MEDICAL TREATMENT**

Medical treatment shall mean comprehensive medical cover, involving out patient and specialised treatment, inclusive of all necessary pathological, radiological and other methods of diagnosis, free of any charge to the employee and his family as defined above. This will include free dental (subject to provisions laid down in Circular no. P&T/01/035/90/362 dated 16.07.1997 annexed hereto) and ophthalmological services except provision of dentures and spectacles.

2.1 Free medical treatment will also include :

2.1.1 Treatment at the consulting room of the authorised medical attendant;

2.1.2 Treatment at the residence of the employee or family.

Treatment from private doctor is permitted only up to eight weeks for a disease, the maximum numbers of consultation in eight weeks should not exceed eight;

2.1.3 And the out-patient department of a Government/Recognised Hospital ;

2.1.4 And the in-patient department in Government/Recognised Hospital.

## **3.0 SUPPLY OF MEDICINE**

3.1 Medicines prescribed by the authorised medical attendants can be purchased by the employee and the cost reimbursed to him on the presentation of the bill together with the prescriptions. Proprietary preparations should, as far as possible, be avoided particularly when cheaper substitutes of equal therapeutic value are available. Preparations which are primarily foods, toilets or disinfectants, will not be paid for by the Company and the cost of these items will be borne by the employee.

Note : CS(MA) Rules will continue to be followed in respect of items of foods, toilets and disinfectants.

## **CLARIFICATIONS**

3.2 The cost of medicines is generally reimbursable only when the medicines are purchased from a separate chemist. However, in emergencies, when there is no time to go to a separate chemist to buy the medicines and the medicines/treatment is given by the attending physician, the cost of the medicines given by the physician are also reimbursable.

## **3.3 TREATMENT UNDER HOMEOPATHIC, AYURVEDIC & UNANI SYSTEMS**

Reimbursement towards fees of qualified physician/ doctors will be restricted to the amount as specified under these rules.

a) In case of Ayurvedic and Unani Systems of medicines, reimbursement shall be allowed on certification by the physician/ doctor on the face of the prescription that the medicines do not fall within the meaning of food, toiletry products, tonics disinfectants.

- b) Ayurvedic treatment is reimbursable for only active line of treatment excluding Rejuvenation therapy/ Massage/ Panchkarma.
- c) In case of homeopathic medicines, the same shall be reimbursed on presentation of the charges levied by the Homeopathic Doctors.
- d) Allopathic medicines prescribed by Doctors practicing Homeopathic and Indian System of medicines and vice versa are not reimbursable.

(Ammended vide 248<sup>th</sup> Board meeting dated 08.11.2012)

- \*4.0 Reimbursement of medical expenses incurred by the executives on the domicilliary treatment to self, spouse and dependent children, etc., should not exceed one month's basic pay plus DA drawn in the month of March of the relevant financial year. Hospitalisation expenses at the rates prescribed by AIIMS could be reimbursed in toto. These norms have been adopted and the changes have been brought about w.e.f. 1-4-1991.

\*(Office Order No.P&T/01/024/89/2748 dated 25-04-91)

- 4.1 For Chairman cum Managing Director/ Directors, medical expenses on actual basis shall be reimbursed.

(Ammended vide 248<sup>th</sup> Board meeting dated 08.11.2012)

## 5.0 HOSPITAL TREATMENT

- 5.1 Charges on account of treatment in hospitals both specialist and ordinary, and including maternity charges, to employees and their families shall be reimbursed, whether in Government Hospitals or private medical institutions or nursing homes, either on the advice of a Government Medical Officer or the authorised medical attendant but the fees/charges which are reimbursed shall be restricted to those chargeable in or by a Government Hospital/Specialist. The claims are normally restricted to the rates of All India Institute of Medical Science or rates of any other Government Hospital, whichever is higher.

- 5.2 There are two categories for the purpose of reimbursement of cabin charges:

### 5.2.1A&B REIMBURSEMENT OF HOSPITALISATION CHARGES :

In case of hospitalisation in empanelled and non-empanelled hospitals of the Company:

| Category of employees             | Category of Bed entitled in empanelled hospitals | Maximum Cabin Charge reimbursed in non-empanelled hospitals in all cities                                                                        |
|-----------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| All employees upto E-4 grade      | Non-AC Single Room/ Shared AC Room               | As per rates of Sir Ganga Ram Hospital (SGRH) for category 2 published from time to time with limit of Rs 7000/-(Rupees Seven Thousand) per day. |
| All employees in E-5 to E-7 grade | AC Single Room (non-delux)                       | As per rates of Sir Ganga Ram Hospital (SGRH) for category 2 published from time to time with limit of Rs 10000/-(Rupees Ten Thousand) per day.  |

(Ammended vide 319<sup>th</sup> Board meeting dated 14-07-2023; circular no. P&T/01/035/2003/369 dated 14-07-2023)

- 5.2.2 Diet charges are not separately reimbursed as per Rules. However, in case of delivery, 'Child care' expenses at the rate of Rs. 5/- per day are reimbursable provided there is

a certificate of essentiality from the Doctor. Diet charges in all other cases are to be excluded.

Note: For the purpose of reimbursement of expenses for 'Child care' per day in this case will mean 'per shift of 12 hours'.

- 5.2.2.2. Special nursing/special attendants charges (including Ayah) as engaged during hospitalization (including nursing home) for the recovery or for the prevention of serious deterioration in the condition of the patient having regard to the nature of the disease, may be allowed to the employee and/or entitled dependent family members. For this purpose, a certificate from the medical officer-in-charge of the hospital/nursing home should be produced in the prescribed form given below. The amount towards charges for special nursing/attendant or Ayah to be reimbursed, shall be limited to the amount which is in excess of 25% of the pay (including NPP, PP, Special Pay) of the employee concerned for the period for which special nursing/attendant is necessary for one sell of hospitalization.

- 5.2.3 The rates of recovery for diet charges from the employees admitted in Hospital/Nursing Home will be regulated as under :

| <b>CATEGORY OF EMPLOYEES</b>                                                    | <b>CHARGES</b>                                                                   |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>A.</b> Employees receiving basic pay upto and including Rs. 2700/- per month | No charge.                                                                       |
| <b>B.</b> Employee receiving pay of Rs.2701/- and up to Rs.3040/- per month     | Rs.2.25 per day per bed or actual diet charges, whichever is less                |
| <b>C.</b> Employees receiving basic pay of Rs. 3041/- per month and above       | Rs.2.50 per day per bed or actual diet charges,whichever is less                 |
| <b>D.</b> In case of cabin patients                                             | A flat rate of Rs.8/-per day per bed or 20% of Cabin charges, whichever is Less. |

#### **CLARIFICATIONS**

It is hereby clarified that operation theatre charges will be reimbursable subject to broad parameters mentioned below :

- 25% of Surgeon fees payable as OT fees. OT fees involve use of operation theatre, equipment, instrument, sterilisation charges, stitches, dressing in the operation theatre, air conditioning, pay of the operation theatre staff.
- Irrespective of Surgeon's fees which may vary for minor operation from Rs. 50/- to Rs. 150/- the minimum operation theatre charges are Rs. 50/-.

- 5.2.4. In case of emergency like accidents etc., if room as per entitlement is not available, the employee be allowed to take room of higher entitlement.  
(Ammended vide 250<sup>th</sup> Board meeting dated 08.11.2012; circular no. P&T/01/035/2003/1146 dated 05.12.2012)

### 5.3 DECISION

In case of hospitalization, actual ambulance charges (subject to submission of proper money receipt) or road mileage as per entitlement in the T A rules or actual conveyance charges limited to road mileage, whichever is lower, is reimbursed to the employee.

(Ref: P&T/01/035/90 page 19/N)

### 6.0 DOMICILIARY TRATMENT

#### 6.1 Charges for Pathological and other Examination

Charges for pathological and other examinations for diagnosis shall be reimbursed to the employee, on production of necessary bills, as also the prescription asking for such examination by the authorised medical attendant.

#### 6.2 REIMBURSEMENT OF CONSULTATION/VISIT TO RESIDENCE\*

##### 6.2.1 REIMBURSEMENT OF CONSULTATION/VISIT TO RESIDENCE FOR NON-EXECUTIVES:

Reimbursement of charges for consultation and visit to residence by authorised medical attendants will be admissible as follows :

| Sl. No | Category                                                                       | Specialist (per visit)                                               | Other Authorized Medical Attendant (per visit)                       | LMP/ LMF |
|--------|--------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|----------|
| 1.     | At the clinic of the Doctor                                                    | Rs. 300/-                                                            | Rs 125/-                                                             | Rs8/-    |
| 2.     | Home visit during the day time                                                 | Rs 350/-                                                             | Rs 175/-                                                             | Rs 8/-   |
| 3.     | Home visit during night                                                        | Rs 400/-                                                             | Rs. 225/-                                                            | Rs.8/-   |
| 4.     | Doctor's visit during Hospitalization<br><br>(other than empanelled hospitals) | Rs. 300/-<br>Per day (Weekdays)<br><br>Rs 350/-<br>Per day (Sundays) | Rs. 125/-<br>Per day (Weekdays)<br><br>Rs 175/-<br>Per day (Sundays) | -        |

(Circular No. P&T/01/035/2003/388 dated 12/07/2006)

\*On actual basis for Executives (Circular no. P&T/01/002/82/609 dated 19.11.2015)

Specialist : Employees are eligible to consult specialists. The maximum fee reimbursable in respect of such consultation will be as above.

Ordinarily, a medical graduate with above 14 years standing in his profession or possessing a post graduate qualification such as MD, MRCP, FRCS, FRCOG shall be considered as equivalent to Civil Surgeon for the purpose of these rules.

##### 6.2.2 REIMBURSEMENT OF CONSULTATION/VISIT TO RESIDENCE FOR EXECUTIVES:

Reimbursement of charges for consultation and visit to residence by authorised medical attendants will be on 'ACTUAL BASIS' for Executives

(Ammended vide 267<sup>th</sup> Board meeting dated 19.11.2015)

### 6.3 THERAPY TREATMENT

#### 6.3.1 Therapy Treatment for Non-Executives:

In case therapy treatment is undertaken/conducted by the specialised institution/specialist, actual charges may be reimbursed.

In case therapy treatment is conducted by qualified Physio-Therapist on the advice of qualified doctors, the reimbursement may be made @ Rs. 100/- per sitting.

6.3.1.1 In exceptional circumstances, where the need for physiotherapy is part of the rehabilitation programme and is to be conducted at home under the guidance of a qualified physiotherapist as recommended by treating doctor, the reimbursement shall be made at the rate of Rs 200/- per sitting.

#### 6.3.2 Therapy Treatment for Executives: ON ACTUAL BASIS

(Ammended vide 267<sup>th</sup> Board meeting dated 19.11.2015)

### 6.4 REIMBURSEMENT OF INJECTION CHARGES

#### 6.4.1 Reimbursement of Injection Charges for Non-Executives:

For State Government Medical Officers :  
Full reimbursement based on charges actually paid

##### **For private Medical Practitioner :**

|              |                |   |                |
|--------------|----------------|---|----------------|
| Injections : | Intra-venous   | } | Actual charges |
|              | Intra-muscular | } |                |
|              | Subcutaneous   | } |                |

##### **For Compounder :**

|                |   |                      |
|----------------|---|----------------------|
| Intra-venous   | } | Rs.2/- per injection |
| Intra-muscular | } | Rs.2/- per injection |
| Subcutaneous   | } | Rs.2/- per injection |

#### 6.4.2 Reimbursement of Injection Charges for Executives: ON ACTUAL BASIS

(Ammended vide 267<sup>th</sup> Board meeting dated 19.11.2015)

### 6.5 REIMBURSEMENT OF DENTAL TREATMENT

#### 6.5.1 Reimbursement of Dental Treatment for Non-Executives:

Reimbursement towards dental treatment for the non-executive employees and their family members will be regulated as per the following guidelines:

- Consultation charges shall be allowed on revised rates as provided in para 6.2 above.
- For treatment in Govt. hospitals/ Govt. Recognized Hospitals, reimbursement will be allowed on actual excluding non-admissible items.
- For treatment in other hospitals/ medical institutions/Doctor's clinic, claims will be reimbursed as per the details given in Annexure-A.
- Non-admissible item will be disallowed.

No reimbursement would be made for any charges incurred towards cosmetic treatment.

#### 6.5.2 Reimbursement of Dental Treatment for Executives: ON ACTUAL BASIS

**Note:** For Executives reimbursement for any other expenses for domiciliary treatment will be on actual basis.

(Amended vide 267<sup>th</sup> Board meeting dated 19.11.2015)

### 7.0 GENERAL PROVISIONS

#### 7.1 Families of employees

Reimbursement of medical expenses in respect of family members of employee not residing with the employee may be allowed only to the wife/husband, legitimate children and step-children. In respect of the other members of the family who may be eligible for free medical treatment, such reimbursement should be allowed only if they are residing with the employee at his place of posting.

7.1.1. However, dependent family members shall get such facility at outstation i.e. in non- hometown posting as per self declaration submitted electronically prior to treatment subject to Sr. No. 7.3 of General Provisions.\*

7.1.2. In case of transfer, an executive may request for retention of his residence at the previous place of posting. In such cases, the transferee shall be permitted to avail medical facility for all dependents at the place of retention of residence in addition to the existing place of posting.\*

7.2 When female spouse of an employee is appointed on compassionate grounds after the death of the employee, the female spouse will have the option either to include her parents-in-law who are staying with her for the purpose of Medical attendance and treatment as per the rules of the Company.

#### 7.3 **Sickness at places other than headquarters during leave, etc.**

7.3.1 Employees or members of their families falling ill at a place other than his/her headquarters/ place where family is retained, if any, or employees falling ill during prior sanctioned official tours/ leave, are entitled to reimbursement of medical expenses on the same basis as above.\*

7.4 When a patient is to be sent elsewhere for treatment, an escort will be provided on the recommendation of the authorised medical attendant.

7.5 Cost of orthopaedic appliances as per the Government rules.

7.6 Cost of blood is reimbursable to the extent as charged by the Government Blood Bank/ Government Agencies/ Government hospitals/ MSTC empanelled hospitals/ Authorized Blood Banks. In case of non-availability of any particular group of blood in Government Blood Bank during emergency, the actual cost of blood is reimbursable as purchased from the private agencies. Charges for administration of blood as well as intravenous fluids may be reimbursed.

7.7 In case of death of an employee or dependent family member at the referred outstation hospital for treatment, reimbursement towards transportation of the dead body from

the referred hospital to the headquarters of the employee may be allowed either by rail/road or by air depending upon the distance and convenience.\*

\*(Amended/ inserted vide 305<sup>th</sup> Board meeting dated 21.05.2021, Circular no. P&T/01/035/2003/92 dated 09.06.2021, w.e.f. date of circular)

## **8.0 GENERAL**

- 8.1.1 The list of empanelled hospitals is annexed. Admission to such hospitals will be made on the basis of recommendation of the Company's Doctor and/or registered medical practitioners.

### **8.1.2 MENTAL TREATMENT**

Harmoni Nursing Home, 22, Parasar Road, Calcutta - 700 029 has been recognised for treatment of mental patients and charges will be reimbursed in full.

## **9.0 Policy to be followed with regard to reimbursement of medical expenses incurred on medical treatment received abroad.**

- 9.1 No reimbursement should be made to employees of Public Enterprises for medical treatment secured outside India for themselves and their dependents.
- 9.2 An employee during his absence abroad on foreign assignment secured either through sponsorship of the Company or through the Government of India may continue to get medical benefits for his family members.

## **10.0 COST OF PACE-MAKER**

- 10.1 Reimbursement of cost of Pace-Maker may be made to the employees and their dependents if the following conditions are fulfilled :
- 10.2 The dependent relatives should be solely dependent on the employees and should not have any independent source of income.
- 10.3 They should be residing with the employees.
- 10.4 It may be possible that such dependent relatives may be visiting other relations in some different town when they fall ill and treatment for such illness is reimbursable.
- 10.5 a) The Medical Adviser of the Company will be authorised to issue the orders for replacement of Pace-Maker.  
b) It is not necessary to impose any restrictions on the number of occasions on which reimbursement may be allowed, provided that the replacement is duly recommended by Medical Adviser.

## **11.0 COST OF ARTIFICIAL VALVES REQUIRED FOR REPLACEMENT OF AORTIC AND MITRAL VALVES**

- 11.1 The Company will reimburse the cost of Artificial Valves required for replacement of Aortic and Mitral valves. The reimbursement will be restricted to the actual cost of appliance. Strict screening of recommendations of replacement of valves is essential and the Medical Adviser should satisfy himself in each particular case.

## **12.0 COST OF CALIPERS FOR THE TREATMENT OF POLIO**

- 12.1 The cost of Calipers for the treatment of Polio is reimbursable, subject to the fulfillment of other conditions of the Medical Rules.



- 13.0 All claims for reimbursement of medical expenses should be submitted to Finance within a maximum period of three months from the date on which the expenditure incurred. Claims submitted beyond this period will not be entertained except in exceptional cases where the employee explains the reason for delay to the satisfaction of the Competent Authority.
- 13.1 For the purpose of reimbursement of medical expenses, medicines prescribed by pathologist/radiologist other than those required in connection with tests, will not be reimbursable.
- 14.0 Rules regarding Medical Advance have been issued separately.
- 15.0 Rules regarding Medical facilities after retirement have been issued separately.
- 16.0 For treatment in hospitals other than those already listed will be issued separately, as and when introduced.

#### **DECISION**

Cost of routine vaccination of Hepatitis 'B' virus will not be reimbursed under the Medical Reimbursement Rules of the Company .

**(Circular No.P&T/01/035/90/290 dated 07.03.1999)**

## REIMBURSEMENT OF DENTAL TREATMENT CHARGES

| ITEMS                                   | CEILING AMOUNT<br>(RS.) |
|-----------------------------------------|-------------------------|
| <b>A. Filling (per Tooth)</b>           |                         |
| (i) Silver                              | 300/-                   |
| (ii) Composite                          |                         |
| a) Self Cure                            | 300/-                   |
| b) Light Cure                           | 300/-                   |
| (iii) Glass Ionomer                     | 450/-                   |
| <i>*(Point J merged with A)</i>         |                         |
| <b>B. Minor –1</b>                      |                         |
| 1. Extraction (per tooth)               | 300/-                   |
| 2. Pericoronotomy(per tooth)            | 300/-                   |
| 3. Apical Curettage (per tooth)         | 200/-                   |
| 4. Prehectomy                           | 300/-                   |
| 5. Biopsy                               | 200/-                   |
| 6. Abscess incision (per tooth)         | 300/-                   |
| <b>C. Minor- 2</b>                      |                         |
| 1. Apicoectomy(per tooth)               | 700/-                   |
| 2. Gingivectomy(per quadrant)           | 500/-                   |
| 3. Alveolotomy                          | 450/-                   |
| 4. Fistulectomy                         | 300/-                   |
| 5. Sialolithotomy                       | 350/-                   |
| 6. Growth removal                       | 300/-                   |
| 7. Fistula closure                      | 300/-                   |
| 8. Pulpotomy( per tooth)                | 300/-                   |
| 9. Root planning(per tooth)             | 500/-                   |
| 10. Root Canal Treatment(RCT per tooth) | 1500/-                  |
| 11. Flap operation (per quadrant)       | 1200/-                  |
| <b>D. Major- 1</b>                      |                         |
| 1. Removal of impaction(per tooth)      | 1000/-                  |
| 2. Root amputation(per tooth)           | 700/-                   |
| 3. Cystectomy                           | 1000/-                  |
| 4. Sequestrectomy                       | 700/-                   |
| 5. Transplant                           | 700/-                   |
| 6. Replant                              | 700/-                   |
| 7. Implant                              | 1000/-                  |
| <b>E. Major – 2</b>                     |                         |
| Fixation of fracture of jaw(one)        | 2000/-                  |
| 2. All extractions in one jaw           | 2000/-                  |
| 3. Gingivectomy (full mouth )           | 2000/-                  |
| 4. Tumour excision                      | 2000/-                  |
| 5. Peripheral neurectomy                | 1500/-                  |
| <b>F Major – 3</b>                      |                         |
| 1.Total extractions                     | 3000                    |

|                                |        |
|--------------------------------|--------|
| 2. Segmental resection of jaw. | 2500/- |
| 3. Osteotomy                   | 2000/- |
| 4. Condylectomy                | 2000/- |

**G. Special procedures**

|                     |        |
|---------------------|--------|
| 1. Resection of jaw | 4000/- |
|---------------------|--------|

**H. Prosthesis**

|                               |        |
|-------------------------------|--------|
| 1. Obturator for cleft plates | 2000/- |
|-------------------------------|--------|

**I. Other items**

|                                |       |
|--------------------------------|-------|
| 1. X – ray (single plate)      | 100/- |
| 2. Gum treatment (per sitting) | 100/- |
| 3. Orthodontal treatment       | Nil   |

\*(Amended vide 248<sup>th</sup> Board Meeting dated 08.11.2012)



**APPLICATION FOR HOSPITALISATION TREATMENT  
THROUGH PROPER CHANNEL\*\***

1. Name of the Employee :
2. Designation & Scale of Pay :
3. Present Basic Pay :
4. Name of the Patient :
5. Relationship with the employee :
6. Age of the Patient :
7. Name of the Disease suffering from :
8. Date from which the patient is suffering :
9. Was he/she ever hospitalised? :  
if so,
  - i. Name of the Hospital :
  - ii. Name of the Disease :
  - iii. Date of Admission and Discharge :
10. Name, Address & Designation of the Physician recommending hospitalisation(recommendation in original enclosed) :
11. Name of the Hospital of Admission :

I undertake to inform the Personnel Department the date of admission and discharge from the Hospital and to abide by the rules and orders governing treatment in hospital and my entitlement etc., issued from time to time.

I also undertake to repay by way of deduction from my salary in instalments as may be decided upon from time to time any sum paid by the Company to the Hospital Authorities in excess of my entitlement.

-----  
SIGNATURE OF THE EMPLOYEE IN FULL

\*\* for self admission      Date :  
only                              Department :



### DECLARATION OF FAMILY MEMBERS FOR MEDICAL PURPOSE

Name of Employee : .....

Designation : .....

Department : .....

#### NAME      DATE OF BIRTH      RELATIONSHIP      EMPLOYMENT STATUS

1.1      Certified that my spouse is not employed/is employed but does not avail medical facility from his/her employer(to be supported by a declaration from the employer of the spouse).

1.2      Certified that my parents as declared above are wholly dependent on me and the total income of any of my dependents from all sources\* is not more than Rs. 6,000/- per month.

1.3      Certified that other dependents (Other than parents) as declared above are wholly dependent on me and the individual monthly income from all sources\* doesnot exceed Rs. 3,000/- per month.

\*(Income from land and property, rent from house/building, interest from Bank and other deposits, dividend from investments commuted pension as also pensionary equivalent arising out of CPF and like)

**NOTE :**The amount of scholarship/stipend received by the dependent children of the employee will not be treated as income for deciding the dependency of the employee.

1.4.      Certified that my dependent widowed sister and/or dependent parents/parents-in-law\*\* are permanently residing with me.

2.0      I further note that furnishing of wrong information in the above declaration would make me liable to disciplinary action which may even amount to dismissal. I also undertake to inform the Company of any change in the above list of dependents immediately when it occurs.

#### NOTE : DEFINITION OF "FAMILY"

i. The employee's wife or husband as the case may be;

ii. Legitimate children and step-children wholly dependent on the employee;

iii. Minor brothers and minor un-married sisters or widowed sisters wholly dependent and residing with employee if the father is not alive or wholly dependent on, and is residing with the employee;

iv. Parents if they are wholly dependent on supported by an undertaking by the employee that such facility is not being availed from any other source, and that they are residing with the employee;

\*\*v) Parents-in-law (Only at the option of female spouse of the deceased employee appointed on compassionate ground in place of parents).

.....

Full Signature of the Employee

Residential Address :  
Permanent Address :

**CERTIFICATION FORM**

"I certify that \_\_\_\_\_ employed in the  
\_\_\_\_\_ has been under treatment for  
\_\_\_\_\_ disease at the \_\_\_\_\_  
\_\_\_\_\_ hospital that the services of the special nurses for which an expenditure of  
Rs. \_\_\_\_\_ was incurred vide bills and the recovery/prevention of serious  
deterioration in the condition of the patient.

\_\_\_\_\_  
Signature of the Medical Officer-in-charge  
Of the case at the hospital/nursing home

Dated \_\_\_\_\_

# **LIST OF EMPANELLED HOSPITALS**

| Sl. No. | NAME OF THE HOSPITAL                                  | ADDRESS                                                                                                      | CONTACT NO                                  | WEBSITE                                                                                        |
|---------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------|
| 1.      | <b>AMRI HOSPITALS</b>                                 | JC-16 & 17, Salt Lake City, Sector-3, Kolkata 700 106<br>KB-24, Salt Lake City, Sector-3, Kolkata 700 106    | 033 2222 1111                               | <a href="http://www.manipalhospitals.com/broadway/">www.manipalhospitals.com/broadway/</a>     |
| 2.      | <b>AMRI HOSPITALS</b>                                 | P-4 & 5, C.I.T Scheme-LXXII, Block A Gariahat Road, Dhakuria, Kolkata 700 029                                | 033 2222 1111                               | <a href="http://www.manipalhospitals.com/kolkata/">www.manipalhospitals.com/kolkata/</a>       |
| 3.      | <b>AMRI HOSPITALS</b>                                 | 223 & 230, Barakhola Lane, Purba Jadavpur, Mukundapur, Kolkata 700 099 Landmark: Behind Metro Cash & Carry.  | 033 2222 1111                               | <a href="http://www.manipalhospitals.com/mukundapur/">www.manipalhospitals.com/mukundapur/</a> |
| 4       | <b>THE CALCUTTA MEDICAL RESEARCH INSTITUTE</b>        | 7/2 Diamond Harbour Road, Kolkata – 700 027                                                                  | 08062136595                                 | <a href="http://www.ckbirlahospitals.com/cmri">www.ckbirlahospitals.com/cmri</a>               |
| 5       | <b>CHARNOCK HOSPITAL</b>                              | BMC 195, Biswa Bangla Sarani, Dhalipara, Tegharia, Newtown, Kolkata, West Bengal 700157                      | 8585088550                                  | <a href="http://www.charnockhospital.com">www.charnockhospital.com</a>                         |
| 6       | <b>NEOTIA BHAGIRATHI WOMAN AND CHILD CARE CENTRE</b>  | Premises No. 27- 0327, Street No. 327, Action Area 1d, Kolkata, West Bengal,700156                           | 033 – 66405000                              | <a href="http://www.neotiahospital.com">www.neotiahospital.com</a>                             |
| 7       | <b>SIR GANGARAM HOSPITAL</b>                          | Sir Ganga Ram Hospital Marg, New Delhi – 110 060                                                             | 91 11-422 540 00                            | <a href="http://www.sgrh.com">www.sgrh.com</a>                                                 |
| 8       | <b>ASIAN INSTITUTE OF MEDICAL SCIENCES, FARIDABAD</b> | Badkal Flyover Road, Sector – 21 A, Faridabad – 121001 Haryana, India                                        | 129 4253000                                 | <a href="http://www.aimsindia.com/">www.aimsindia.com/</a>                                     |
| 9       | <b>JAIPUR GOLDEN HOSPITAL, DELHI</b>                  | 2, Institutional Area, Sector -III, Rohini, Delhi-110085                                                     | 011-61406300 , 011-27907000                 | <a href="http://www.jghdelhi.net">www.jghdelhi.net</a>                                         |
| 10      | <b>MOOLCHAND HOSPITAL</b>                             | near Lajpat Nagar Metro Station, Block M, Lajpat Nagar III, Lajpat Nagar, New Delhi, Delhi 110024            | 011 4200 0000                               | <a href="http://www.moolchandhealthcare.com">www.moolchandhealthcare.com</a>                   |
| 11      | <b>KAILASH HOSPITAL &amp; HEART INSTITUTE</b>         | H-33, Shaheed Arjun Sardana Marg, H Block, Pocket H, Sector 27, Noida, Uttar Pradesh 201301                  | 0120 244 4444                               | <a href="http://www.kailashhealthcare.com">www.kailashhealthcare.com</a>                       |
| 12      | <b>LILAVATI HOSPITAL</b>                              | A-791, A-791, Bandra Reclamation Rd, General Arunkumar Vaidya Nagar, Bandra West, Mumbai, Maharashtra 400050 | 022 6930 1000                               | <a href="http://www.lilavatihospital.com">www.lilavatihospital.com</a>                         |
| 13      | <b>VIJAYA HOSPITAL</b>                                | No:434, Arcot Rd, Vadapalani, Chennai, Tamil Nadu 600026                                                     | <a href="tel:04466646664">044 6664 6664</a> | <a href="http://www.vijayahospital.org/">www.vijayahospital.org/</a>                           |
| 14      | <b>SAHARA HOSPITAL (NOW MAX SUPER</b>                 | Hahnemann Chauraha Rd, Viraj Khand - 1, Viraj Khand, Gomti Nagar,                                            | <a href="tel:05226780001">0522 678 0001</a> | <a href="http://www.maxhealthcare.in">www.maxhealthcare.in</a>                                 |



|    |                                                                |                                                                                    |                                                               |                                                                              |
|----|----------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------|
|    | <b>SPECIALITY HOSPITAL)</b>                                    | Lucknow, Uttar Pradesh 226010                                                      |                                                               |                                                                              |
| 15 | <b>BANSAL HOSPITAL BHOPAL</b>                                  | Chuna Bhatti Rd, Manisha Market, Sector C, Shahpura, Bhopal, Madhya Pradesh 462016 | <a href="tel:07554086000">0755 408 6000</a>                   | <a href="http://www.bansalhospital.com">www.bansalhospital.com</a>           |
| 16 | <b>RAMAKRISHNA CARE HOSPITALS, RAIPUR</b>                      | Aurobindo Enclave, Dhamtari Rd, Pachpedi Naka, Raipur, Chhattisgarh 492001         | <a href="tel:04068106589">040 6810 6589</a>                   | <a href="http://www.carehospitals.com">www.carehospitals.com</a>             |
| 17 | <b>ALCHEMIST HOSPITAL PANCHKULA</b>                            | Alchemist Hospital Rd, Sector 21, Budanpur, Panchkula, Haryana 134112              | 0172 450 00 00                                                | <a href="http://www.alchemisthospitals.com/">www.alchemisthospitals.com/</a> |
| 18 | <b>SEVEN HILLS HEALTH CARE (P) LTD.</b>                        | Rockdale Layout, Waltair Main Rd, Ram Nagar, Visakhapatnam, Andhra Pradesh 530002  | 0891 667 7777                                                 | <a href="http://www.sevenhillshospital.com">www.sevenhillshospital.com</a>   |
| 19 | <b>APOLLO HOSPITAL HEALTH CITY</b>                             | Plot No:1, Arilova, Chinagadali, Visakhapatnam-530040. Andhra Pradesh, India.      | 7095555983                                                    | <a href="http://www.apollohospitals.com">www.apollohospitals.com</a>         |
| 20 | <b>VYDEHI SUPER SPECIALITY HOSPITAL</b>                        | 2, Vittal Mallya Rd, Ashok Nagar, Bengaluru, Karnataka 560001                      | 18003091001                                                   | <a href="http://www.vshhospital.com">www.vshhospital.com</a>                 |
| 21 | <b>MALLYA HOSPITAL ( NOW VYDEHI SUPERSPECIALITY HOSPITALS)</b> | 2, Vittal Mallya Rd, Ashok Nagar, Bengaluru, Karnataka 560001                      | 080 2227 7979                                                 | <a href="http://www.vshhospital.com/">www.vshhospital.com/</a>               |
| 22 | <b>BHAGWAN MAHAVIR JAIN HOSPITALS</b>                          | 17, Millers Road, Vasanthnagar, Bengaluru – 560 052                                | 080 4087 5555 / 4110 0550 / 52/ 080 4087 5500 / 080 2253 5353 | <a href="http://WWW.bmjh.org">WWW.bmjh.org</a>                               |
| 23 | <b>SPARSH HOSPITALS</b>                                        | BANGALORE, KARNATAKA                                                               |                                                               |                                                                              |
| 24 | <b>KIMS HOSPITAL</b>                                           | TRIVANDRUM                                                                         |                                                               |                                                                              |
| 25 | <b>STERLING HOSPITAL</b>                                       | VADODARA, GUJARAT                                                                  |                                                               |                                                                              |
| 26 | <b>BANKERS HEART INSTITUTE</b>                                 | VADODARA, GUJARAT                                                                  |                                                               |                                                                              |
| 27 | <b>BHAILAL AMIN GENERAL HOSPITAL</b>                           | VADODARA, GUJARAT                                                                  |                                                               |                                                                              |
| 28 | <b>DECCAN HOSPITALS, SOMAJIGUDA, HYDERABAD.</b>                | HYDERABAD, TELANGANA                                                               |                                                               |                                                                              |
| 29 | <b>VIRINCHI HOSPITAL, BANJARA HILLS, HYDERABAD.</b>            | HYDERABAD, TELANGANA                                                               |                                                               |                                                                              |
| 30 | <b>HAYAT HOSPITAL</b>                                          | GUWAHATI, ASSAM                                                                    |                                                               |                                                                              |



## **RULES FOR GRANT OF SCHOLARSHIP TO THE CHILDREN OF EMPLOYEES**

### **1.0 OBJECTIVE**

To provide encouragement to and facilitate higher education of meritorious children of employees.

### **2.0 SCOPE**

Only legitimate children and step children of the employees, who are dependent on the employees, are eligible for the scholarships. The scheme is not applicable for the children of deputationists.

### **3.0 AMOUNT OF SCHOLARSHIP**

- 3.1 Merit scholarship of Rs.125/- each per month.  
(Designated as Gandhi Centenary Scholarship)
- 3.2 Merit-cum-means Scholarship of Rs.75/- each per month.

### **4.0 TYPES OF SCHOLARSHIP**

- 4.1 (a) Scholarship for Rs.125/- each will be awarded to students who joined degree courses in Engineering/ Architecture, Medical, Veterinary and Agricultural Science.
- (b) Scholarship of Rs.75/- each will be awarded to students who join Diploma courses in the areas mentioned in (a) above and also Degree/Diploma courses in Pure Science, Social Science, Commerce, Business/Personnel Administration and Humanities or Higher Secondary course in general or vocational course.

### **5.0 NUMBER OF SCHOLARSHIPS**

The number of Scholarships will be 4, three will be awarded on the basis of merit and one on the basis of merit-cum-means.

### **6.0 ELIGIBILITY**

- 6.1 While the merit scholarships are open to all employees, the merit-cum-means scholarships are open to only Non-Executive employees.\* Students who are prosecuting higher/professional studies in the following courses in any recognised College/University/Technical Institute, Higher Secondary school are eligible for the award of scholarships.

\* (Amended vide approval of page 25/N of file no. P&T/01/040/89 vol.no.2)

- (a) Any Degree or equivalent course in Engineering (including Mining/ Architecture).
  - (b) Degree or Diploma course in Agricultural/ Veterinary Science.
  - (c) Degree or Diploma course in Medical Science including Dentistry.
  - (d) Degree courses in Pure Science/Social Science, Commerce.
  - (e) Degree or Diploma courses in Business/Personnel Administration.
  - (f) Degree courses in Humanities like languages, Literature, Economics, Philosophy, History, etc.
  - (g) Higher Secondary course (i.e. +2 stage in general or vocational study).
- 6.2 The scholarship will also be admissible to a student if he is admitted to the Armed Forces Medical College provided the entire expenditure including tuition and other fees and board and lodging charges is borne by the student.
- 6.3 Students passing the high-school examination whether joining Pre-University or intermediate, are also eligible for scholarship under the scheme.

## **7.0 CONDITIONS AND REGULATIONS**

- 7.1 Only those students prosecuting higher/professional studies in recognised Institutions will be granted scholarships.
- 7.2 Applicants for the scholarship should have passed the Indian School Certificate/10th of 10+2 stage/High School Certificate/Madhyamik/Higher Secondary School/Intermediate /Diploma/Degree Examination, as the case may be, in the first division or with an aggregate of 60% marks, whichever is higher. In case of a ward of an employee belonging to SC/ST community having 50% marks in the aggregate, will qualify for the award.
- 7.3 Scholarship will be awarded from the date of admission to the institution to the end of academic year and for each subsequent academic year until the student passes the course subject to the conditions enumerated.
- 7.4 Cessation from service of the Company by an employee on account of retirement on superannuation and also death (as also death after retirement) or disability caused by accident while on duty or otherwise will not disqualify the employee's child who has been awarded scholarship by the Management from continuing to receive the scholarship for the duration of the course, provided recipient of the scholarship makes satisfactory progress in the studies.
- 7.5 The Scholarship will be discontinued in case the employee whose child has been granted scholarship leaves the services of the Company on resignation, dismissal or termination of services for any reason, whatsoever, except as mentioned in para 7.4.
- 7.6 Such scholarships as are awarded on merit-cum-means basis will automatically be withdrawn in case the recipient fails to complete successfully the academic year for any reasons whatsoever (except for reasons beyond his control) including failure in the examination (except on medical grounds as certified by Registered Medical Practitioner) and unsatisfactory report from the head of the Institution in which the recipient is studying.

- 7.7 No recipient of scholarship under this Scheme will be allowed simultaneously to hold scholarship under any other scholarship scheme of the Government/any other Organisation.
- 7.8 Applications for grant of scholarships will be invited by the Management in the month of June/July every year and after scrutiny, scholarship will be awarded by the Management.
- 7.9 The amount of the scholarship will be remitted by the Management to the respective Heads of Institutions in advance by quarterly instalments, namely, July to September, October to December, January to March and April to June in an account on which the Head of the Institution will be able to draw at the rate of Rs.125/- or Rs.75/- per month, as the case may be.

## **DECISION**

In view of difficulties faced by a no. of awardees with their respective schools/institutions, it has been decided that the scholarship shall be remitted directly to the employee by account payee cheque, on their application for the same. However, in such case, the employee shall undertake that the awardee does not receive any other scholarship and submit the performance report of the student for the relevant period, both of which shall be forwarded to the school/institution for their information and record.

(Decision at page 39/N of File no. P&T/01/040/89 vol. No. 2)

- 7.10 The Head of the Institution will be requested to send to the Head of the Personnel Department every six months a report on the performance of the scholarship holder. The continuance of the scholarship will depend upon the good conduct and performance of the student at the training institution.
- 7.11 In all matters pertaining to this scheme, the decision of the Management will be final and no appeal shall lie against any decision of the Management with regard to any aspect of this Scheme.

## **8.0 APPLICATION**

Employees desirous of availing the facility may apply as and when applications are invited by the Management in the prescribed form (Annexure).

## **9.0 TENURE**

These rules shall come in force with immediate effect. The Company retains the right to alter, vary, amend or discontinue the scheme at its own discretion without any notice.

### APPLICATION FOR GRANT OF SCHOLARSHIP

1. Name of the employee :
2. Designation :
3. Section/Branch/Division in which working :
4. Pay and Pay scale :
5. Nature of employment i.e. :  
Permanent/Temporary/Casual etc.
6. Name of the employee's son/ daughter for :  
whom scholarship is sought
7. Examination passed together with the name of :  
the Institution (If necessary, attach separate  
sheet).
8. Whether the Institution is recognised/not :  
recognised.
9. Marks/Division obtained in each examination :
10. Nature of course in which presently admitted. :
11. Date on which admitted/and term of course. :
12. Name of the University/College/ Institute in :  
which admitted.
13. Whether the Institution is recognised/not :  
recognised
14. Amount of scholarship i.e. Rs.125/- / Rs.75/-. :
15. Academic year for which scholarship is sought. :
16. Whether in receipt of any other scholarship, if :  
so under what scheme
17. No. of dependents school going children of the :  
employees.

I declare that the above information is correct. In support, I enclose herewith certificate/mark sheet of my son/daughter.

SIGNATURE OF APPLICANT

DATE:



## **REIMBURSEMENT OF EXPENDITURE INCURRED IN CONNECTION WITH EDUCATION OF CHILDREN BY EMPLOYEES**

In supersession of all existing orders on the subject it has been decided that the reimbursement of expenses incurred in connection with education of children of MSTC employees shall be regulated in accordance with the following rules.

1.0 All employees of this Company, save deputationists, shall be covered by these rules.

1.1 The reimbursement of the tuition fees payable and actually paid by the employees of the Company for education of their children in India in recognised schools from Nursery up to Matriculation level or corresponding classes or in unrecognised schools registered under the registration of Societies Act or any other Statutory body shall be reimbursed up to ceiling as given below.

| CLASS                      | CEILING ON RATES OF REIMBURSEMENT |
|----------------------------|-----------------------------------|
| Nursery, K.G, class I to V | Rs.100/- per month per child      |
| VI to IX                   | Rs.125/- per month per child      |
| X to XII                   | Rs.150/- per month per child      |

(Amended vide Circular Nos. P&T/01/023/97/704\* and P&T/01/023/97/799 dated 23.10.2002 & 28.11.2002 w.e.f the academic year 2002-2003)

1.2 Reimbursement of other fees the following items which are compulsorily charged as part of tuition fees will be admissible for reimbursement.

Admission/Transfer fee, Sewing Fee, Handwork Fee, Carpentry Fee, Development Fee, Laboratory Fee, Medical Fee, Science Fee, Computer Fee, Library Fee, Examination Fee, Session /Annual Charges.

Reimbursement will not cover special fees like Game Fee, Extra Curriculum Fee etc., which are to be borne by the employees themselves.

1.3 REIMBURSEMENT OF UNIFORM EXPENSES

It has also been decided to reimburse the cost of school uniform to entitled employees in respect of their children studying in class 1 to V @ Rs.200/-\* per annum per child with effect from the academic year 2002-2003. (This is applicable for non-executive employees only).

DECISION

As per rules, in addition to tuition fees, some other charges as specifically mentioned in clause 1.2 of the rules for reimbursement of Children's Education Expenses are

admissible for reimbursement on production of bills/receipts giving break-ups for internal reasons but have granted only consolidated receipts of payments made. In absence of such a break-up, the Finance department concerned cannot admit bills for reimbursement.

A decision has, therefore, been taken that if an employee is unable to produce bills/receipts indicating break-up on different heads from the school concerned, his claim will be settled in following manner –

- i) Tuition fees will be paid as per entitlement on production of bills /receipts of the same.
- ii) In case no break-up of charges other than tuition fee is given in the bills /receipts, reimbursement may be made upto a maximum of Rs.500 /- per child per annum.
- iii) In case break up of charges other than Tuition fee is given for one or more of the admissible items in the bills/receipts, reimbursements of such items only may be made in full.
- iv) Reimbursement towards charges other than tuition fee will be regulated either by (ii) or (iii) above.

However reimbursement of children's education expenses to employees who produce the requisite bills/receipts would continue to be made as provided by the rules.

(Inter office memo no. P&T/01/039/88/233 dated 15.06.2001)

## 2.0 RULES

Reimbursement of the aforesaid fees shall be made subject to the following rules.

- 2.1 Children will mean legitimate children including step children and children adopted in accordance with provisions of the law.
- 2.2 If both the husband and wife are in Company's service, only one of them will be allowed to claim reimbursement. If a Company employee's husband or wife, as the case may be, is employed outside the Company and is entitled to reimbursement to tuition fees etc. the concession will be correspondingly reduced or not allowed, as the case maybe.
- 2.3 The facility will be admissible to a employee who is on duty, under suspension or is on leave including LPR. It will however, not be admissible in respect of children of deceased, retired or discharged employee. However, if a employee dies or otherwise ceases to be in employment in the middle of a month, such reimbursement may be allowed to continue for the month in which the event occurs.
- 2.4 No reimbursement shall be made in respect of a child studying for more than 2 academic years in the same class.
- 2.5 Where the child is in receipt of a scholarship, other than a merit scholarship or a scholarship for a definite purpose other than defraying the tuition fee, no reimbursement of tuition fee shall be made or it shall be reimbursed only to the extent the amount of scholarship falls short of the tuition fees paid.

## 3.0 PROCEDURE

- 3.1 Claims for the reimbursement together with a certificate (as in Annexure – II) from the Head of the institution and a personal certificate (specimen forms to be obtained from

Personnel Department) by the employee shall be submitted at the time of initial claim and thereafter at the beginning of each academic year. The certificates once submitted shall be deemed to be valid for that particular year and it will be the responsibility of the employee concerned to inform the management of any subsequent change in these respects.

- 3.2 The claims shall be made in the prescribed form (in duplicate) as in Annexure- I together with supporting voucher(s) to the Personnel Department. The Personnel Department shall maintain a register and shall pass on a copy to the Accounts Department for payment after necessary verification.
- 3.3 The claim for reimbursement of tuition and other fees shall be submitted once in a quarter.
- 4.0 These rules will be effective from 01-01-1983. Employees already claiming reimbursement under the old scheme may opt to continue to draw the facility under the old scheme. However, this option should be exercised within a period of 30 days from the date of issue of this circular.





### FORM FOR SUBMISSION OF CLAIM BY EMPLOYEES

1. Date of last claim .....
2. Period for which reimbursement was claimed .....
3. Period to which present claim pertains.....

| Name of Student | School in which studying and location of the school (State also whether it a Govt. or a Govt. aided School) | Class in which studying | Monthly tuition fee paid actually (Receipts to be attached) | Amount of Govt. Scholarship, if any | Amount of scholarship received from other sources (N.B. Merit Scholarship specifically earmarked for items other than tuition fee need not be mentioned) | Amount of reimbursement claimed (to be restricted to the fees approved by the education authority) |
|-----------------|-------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 1               | 2                                                                                                           | 3                       | 4                                                           | 5                                   | 6                                                                                                                                                        | 7                                                                                                  |
|                 |                                                                                                             |                         |                                                             |                                     |                                                                                                                                                          |                                                                                                    |

1. Certified that my child/children mentioned above in respect of whom reimbursement of tuition fee is claimed is/are studying in the school(s) mentioned in col.(2) which is/are recognized school(s) and that the tuition fee indicated against each have actually been paid by me.
2. \*Certified that-  
My wife/husband is not in Company's service  
  
My wife/husband is in Company's service and that no reimbursement would be claimed by her/him.  
  
My wife/husband is not employed outside Company

My wife/husband is employed with \*\* ..... He/She is not entitled to reimbursement of tuition fees in respect of our children. She/he is entitled to reimbursement of tuition fees in respect of our children as follows:

3. Certified that none of the children mentioned above has been studying in the same class not more than 2 years.
4. Certified that I am not in receipt of any facility/concession from the Company for education pertaining to any children.
5. Certified that the monthly rate of tuition fee (excluding all other charges for the said class/course) charged by the school is Rs..... (Amount)
6. Certified that the following amounts are also charged compulsorily from the student:
  - i) Admission/Transfer fee
  - ii) Sewing fee/ Hand work/Spl. Carpentry fee
  - iii) Development fee (for Science Student)
  - iv) Library fee (for Science Student)
  - v) Medical fee
  - vi) Science fee
  - vii) Library fee
  - viii) Session Charges/Annual Charges
  - ix) Examination fee
  - x) Maintenance. Renewals & Repairs etc.
7. I undertake that in event any of the above information is found to be incorrect, I shall forthwith refund the amount paid to me by the Company.

\*Strike off which is not applicable.

\*\*Employer other than the Company to be mentioned.

Signature .....  
Name & Designation.....  
Branch /Division.....  
Date .....



### Certificate from the School

**(TO BE SUBMITTED ALONGWITH THE CLAIM TOWARDS REIMBURSEMENT OF TUITION FEES)**

1. **Certified that .....**  
**Is recognised by/affiliated to.....**  
**(Name of the educational authorities by whom recognition/affiliation is granted).**
  
2. **Certified that Master/Miss.....**  
**( Name of the Student)**  
**is a student of this Institution and is reading in .....**  
**(class/course)**  
**from.....to.....**  
**The monthly rate of tuition fee (excluding all other charges for the said class/course ) is**  
**Rs.....(Amount)**  
  
**The Institution is located within the Jurisdiction of the .....**  
**(Name of the Corporation/Municipality/Union Board/Panchayat)**
  
3. **Also certified that he/she had not read more than two years in the same class.**  
  
**The following amounts are also charged compulsorily from the student:**
  - i) Admission/Transfer fee
  - ii) Sewing fee/Hand work/Spl. Carpentry fee
  - iii) Development fee (including Electric fee)
  - iv) Library fee (for Science Student)
  - v) Medical Fee
  - vi) Science Fee
  - vii) Library Fee
  - viii) Session Charges/Annual Charges
  - ix) Examination fee
  - x) Maintenance, Renewals & Repairs etc.

**SIGNATURE WITH DATE AND  
 DESIGNATION OF THE HEAD OF THE  
 INSTITUTION  
 SEAL OF THE INSTITUTION**

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## **SCHEME FOR WELFARE OF CHILDREN OF EXECUTIVE EMPLOYEES**

(Source: Circular no.P&T/01/072/93/2722 dated 21.01.97)

### **1.0 SCOPE AND OBJECTIVE**

- 1.1 The scheme shall cover all the school-going children of the executive employees starting from Nursery to Class–XII in recognized institutions or institutions registered under the Registration of Societies Act or any other Statutory Body.

The scheme shall not be applicable in respect of a child studying for more than two academic years in the same class.

- 1.2 The fund which would be available under the scheme shall be utilized for providing part reimbursement to the employees towards cost of purchase of books and other study materials in respect of their entitled children.

### **2.0 OPERATION OF THE SCHEME**

- 2.1 The year for the operation of the scheme will be from 1<sup>st</sup> April every year to 31<sup>st</sup> March of the following year.

- 2.2.1 At the commencement of the financial year, the employees shall give an authorisation for deduction of the contribution in respect of the entitled children. On receipt of such authorization, the deduction shall be effected and the Management shall contribute for equivalent number of employees' children towards the fund.

- 2.3 A declaration shall be made by an employee to the Company in the prescribed format.

- 2.4 The admissible amount will be released by the Finance Department concerned to the employee.

### **3.0 SOURCE OF FUND**

- 3.1 The source of fund shall be contribution from the entitled employees and the grant to be made by the management.

- 3.2 The entitled executive employees shall contribute Rs.100/- per year for each entitled child. The management shall contribute Rs.1400/- per year for equivalent number of children of executive employees towards the fund.

(Amended vide Circular No. P&T/01/072/93/976 dated 06.03.2012)

- 4.0 The scheme shall take effect from 01.04.96.

## **B. SCHEME FOR WELFARE OF CHILDREN OF NON-EXECUTIVE EMPLOYEES**

(Source: Circular no.P&T/01/039/88/1111 dated 21.03.96)

### **1.0 SCOPE AND OBJECTIVE**

- 1.1 The scheme shall cover all the school-going children of the non-executive employees starting from Nursery to Class – XII in recognized institutions or institutions registered under the Registration of Societies Act or any other Statutory Body.

The scheme shall not be applicable in respect of a child studying for more than two academic years in the same class.

- 1.2 The fund which would be available under the scheme shall be utilized for providing part reimbursement to the employees towards cost of purchase of books and other study materials in respect of their entitled children.

## **2.0 CONSTITUTION OF THE GOVERNING BODY**

- 2.1 The scheme shall be administered through bipartite committee comprising equal number of representatives of management and employees.

- 2.2 At Kolkata, the governing Body will have 4 members including the Chairman of the Governing Body. Chairman will issue the circulars/guidelines with the help of other members of the Governing Body at Kolkata. There will be 2 Associate Members in each of the other locations, where the Company has its offices. They will pass the claims of the employees of the respective locations on the basis of circular/guideline issued by the Chairman, Governing Body. At Kolkata, such claims will be passed by the Chairman/Member of the Governing Body.

- 2.3 The representatives of employees shall be nominated by the recognized Association.

- 2.4 The Management's nominee shall be the Chairman of the Governing Body.

## **3.0 OPERATION OF THE SCHEME**

- 3.1 The year for the operation of the scheme will be from 1<sup>st</sup> April every year to 31<sup>st</sup> March of the following year.

- 3.2 At the commencement of the financial year, the employees shall give an authorization for deduction of the contribution in respect of the entitled children. On receipt of such authorization, the deduction shall be effected and the Management shall contribute for equivalent number of employees' children towards the fund.

- 3.3 However, the Governing Body shall work out the details of the scheme within the funds available.

- 3.4 A declaration made by an employee to the Governing Body shall be considered to be a declaration made to the Company.

- 3.5 At the request of the Governing Body, the admissible amount will be released by the Finance Department concerned to the employee.

## **4.0 SOURCE OF FUND**

- 4.1 The source of fund shall be contribution from the entitled employees and the grant to be made by the management.

- 4.2 The entitled non-executive employees shall contribute Rs.100/- per year for each entitled child. The management shall contribute Rs.1400/- per year for equivalent number of children of non-executive employees towards the fund.

(Amended vide Circular No. P&T/01/072/93/976 dated 06.03.2012)

- 5.0 The scheme shall take effect from 01.04.95.

**ANNEXURE -I**

(Form for submission of claim by employees under the scheme of Welfare of Children)

**TO BE SUBMITTED IN DUPLICATE****PART : I**

Period for which reimbursement was claimed last from \_\_\_\_\_ to \_\_\_\_\_

Present claim pertains to the period from \_\_\_\_\_ to \_\_\_\_\_

NAME OF THE EMPLOYEE :

PERSONAL NO. :

DESIGNATION :

OFFICE/DIVISION/SECTION :

**PARTICULARS**

| SL.NO | NAME OF THE WARD | NAME & ADDRESS OF THE SCHOOL STUDYING (STATE ALSO WHETHER *RECOGNISED/REGISTERED) | CLASS | AMOUNT OF CLAIM |
|-------|------------------|-----------------------------------------------------------------------------------|-------|-----------------|
|       |                  |                                                                                   |       |                 |
|       |                  |                                                                                   |       |                 |
|       |                  |                                                                                   |       |                 |
|       |                  |                                                                                   |       |                 |

**CERTIFICATE**

a) I do hereby certify that other than tuition fee, School uniform & other sessional/annual charges levied by the School as per MSTC Rules, I have incurred an expenditure of not less than Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards cost of Books etc., for my child/children.

b) Certified that my above mentioned child/children in respect of whom claim preferred has/have not been reading in the same class for more than 2 years.

\_\_\_\_\_  
SIGNATURE OF THE CONTROLLING  
OFFICER WITH DATE & SEAL

\_\_\_\_\_  
SIGNATURE OF THE EMPLOYEE  
WITH DATE

\*Not applicable for Nursery &amp; KG Classes

(FOR OFFICE USE BY FINANCE DEPARTMENT )

**PART-II**

Claim for the period from \_\_\_\_\_ to \_\_\_\_\_ entered in the tuition register at Volume No. \_\_\_\_\_ Page No. \_\_\_\_\_ and certificate(s) confirmed.

\_\_\_\_\_  
Dealing Assistant

\_\_\_\_\_  
Mgr/Dy.Mgr/Asst.Mgr/Jr.Mgr(F&A)

**PART -III**

Sanctioned as per admissibility.

\_\_\_\_\_  
SM(F&A/E)/RM/BM

**AUTHORISATION FOR DEDUCTION FROM SALARY BILL FOR AVAILING  
BENEFITS UNDER THE "SCHEME FOR WELFARE OF CHILDREN" OF  
EMPLOYEES OF MSTC LIMITED**

To  
The Manager(F&A)/E  
MSTC Limited

\_\_\_\_\_.

Dear Sir,

I do, hereby, authorise you to kindly deduct Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) (@ Rs.50/- per child per annum) from my salary  
bill for the month of \_\_\_\_\_ 200 on account of my contribution towards the above scheme for \_\_\_\_\_  
child/children for the year \_\_\_\_\_. The particulars of the child/children are given below :

| SL.N<br>O. | NAME OF THE CHILD | CLASS IN WHICH<br>STUDYING | CONTRIBUTION FOR<br>THE YEAR |
|------------|-------------------|----------------------------|------------------------------|
|            |                   |                            |                              |
|            |                   |                            |                              |
|            |                   |                            |                              |
|            |                   |                            |                              |
|            |                   |                            |                              |

SIGNATURE OF THE EMPLOYEE : \_\_\_\_\_  
NAME IN FULL : \_\_\_\_\_  
EMPLOYEE CODE NO. : \_\_\_\_\_  
OFFICE/DIVISION/SECTION : \_\_\_\_\_

Date :

FORWARDED

\_\_\_\_\_  
(SIGNATURE OF THE CONTROLLING OFFICER  
WITH SEAL & DATE)





## RULES FOR GRANTING ASSISTANCE TOWARDS FUNERAL EXPENSES OF EMPLOYEES WHO DIE WHILE IN SERVICE

### 1.0 OBJECTIVE

- i) To establish a uniform policy and rules to grant assistance to families towards funeral expenses of employees who die while in service in the Company.
- ii) To give a fitting and honourable funeral to employees who die on duty.

### 2.0 SCOPE

The rules shall cover all regular employees of the Company.

### 3.0 POLICY

The Assistance shall be made in the nature of pecuniary as well as non-pecuniary aid towards funeral expenses incurred by the relatives of the deceased employee.

### 4.0 DEFINITIONS

- 4.1 "Employee" means a person employed by the Company on regular basis including trainees and those on probation, but does not include apprentices, casual or part-time employee.
- 4.2 "Next of Kin" means a person declared by the employee in his/her service record as nominee in case of his/her death to receive dues payable by the Company.
- 4.3 "Competent Authority" would be the Chief Executive.

### 5.0 ASSISTANCE

- 5.1 A sum of Rs.500/- shall be paid as ex-gratia assistance towards funeral expenses of employees who die while in service in the Company, whether the death is caused by accident arising out of and in the course of employment or due to natural causes. The assistance will be admissible even in cases where an employee dies at a place other than his place of posting.
- 5.2 Free transport for the funeral will be provided by the Company within the same town or city where employee was posted.
- 5.3 In the case of death of an employee while on duty a representative of the Chief Executive will accompany the dead body for the funeral and will place wreaths of flowers on the body-one on behalf of the Managing Director/Chief Executive and the other on behalf of Chairman, MSTC.

- 5.4 An additional sum of Rs.100/- can be paid as an advance towards funeral expenses, which shall be recovered from the dues of the deceased employee payable to the next of kin.
- 5.5 Assistance will be provided to the widow/nominee of the employee for quick settlement of final dues. An officer of the department shall be deputed to make arrangements.

#### **6.0 CONDITIONS**

- 6.1 Payment under clause 5.1 will be made to the nominee (next of kin of the deceased employee). In case the next of kin is not available, payment can be made to friends or neighbours who are making the arrangements for the funeral.
- 6.2 Payment under clause 5.4 will not be admissible if the funeral is arranged by friends or neighbours.
- 6.3 Before making any payment, the competent authority should be satisfied in regard to the genuineness of the claim.

#### **7.0 TENURE**

- 7.1 These rules shall come into force with immediate effect and are liable to be withdrawn at the discretion of the Company without any notice and without assigning any reason therefore. Likewise, the Company reserves to itself the right to alter and/or amend any part of the above rules and also the amount of payment.
- 7.2 These rules shall supersede all the rules, regulations, orders and instructions issued prior to this order on this subject.

#### **8.0 RESPONSIBILITY FOR PROVIDING THE ASSISTANCE**

The Departmental Head, through the Personnel Department Unit will take the responsibility for providing the assistance envisaged in clause 5.0.

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## INCENTIVE SCHEME FOR SPORTS PARTICIPATION

(Source: Circular No.P&T/07/020/87/6631 dated 5.2.88)

- 1.0 The leave rules of this Company provide for sanctioning of Special Casual Leave to an employee for participating in sports events of National importance, specifically when the employee represents the State/Zone/Circle as the case may be.
- 2.0 It has now further been decided that to encourage sportsmen the following additional facilities may be granted:
- i) Short leave for practice session.
  - ii) Short leave for taking part in matches/contests subject to the following terms and conditions:
    - a) To be eligible for short leave for practice session in team events the employee concerned must be a player of 'A' division team.
    - b) To be eligible for short leave for practice session for individual events the employee concerned should have represented the State.
    - c) Short leave not exceeding 1½ hours per working day may be sanctioned subject to submission of a request from the concerned Club/Organised Sports Body stipulating that the employee concerned has been selected to represent the Club in 'A' division events or represent the State in some inter-zonal or national event and that such leave is necessary to enable the participant to take part in the regular practice sessions organised by such Club/Sports Body. The specific hours of relaxation and the duration of the practice session must be specified.
    - d) Also to take part in a team event in the 'A' division, on a request from the Club and on production of a schedule of matches in 'A' division in which the employee concerned is selected to represent the Club, short leave of suitable duration to enable the employees to participate in the match may be allowed.
- 3.0 It has also been decided that a suitable Cash Allowance not exceeding Rs.100/- per month also be allowed to such employees on production of a certificate from the Club/Sports Body of the State level that he is not receiving any allowance for representing the Club or the State. Such an allowance will be admissible as long as the employee concerned continues to represent the Club or the State, as the case may be.

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## EMPLOYEES' FAMILY BENEFIT SCHEME

**(Source: Circular No.P&T/01/079/2000/621 dated 20-11-01)**

### **A. OBJECTIVE**

To provide monetary benefit to the employees in case of permanent total disablement and to his/her family in case of his/her death while in service of the Company.

### **B. DEFINITIONS**

- i) "Scheme" means Employees' Family Benefit Scheme of MSTC.
- ii) "Employee" shall mean any person (executive or non-executive) in the regular scale of pay in whole time employment of the Company and who opts for this scheme.
- iii) "Superannuation" in relation to an employee, means the attainment by the employee of the age of superannuation as per the applicable terms of employment.
- iv) "Permanent total disablement" means disablement of permanent nature, as incapacitates an employee for all work which he was capable of performing, at the time of the accident resulting in such disablement on certification by any Medical professional/body authorized by the Company.

Provided that permanent total disablement shall be deemed to result from any injury specified in Annexure-III or from any combination of injuries specified in Part-II thereof where the aggregate percentage loss of the earning capacity, as specified in the said Part-II against those injuries, amounts to one hundred percent or more.

- v) "Notional PF": It would consist of the employee's own contribution over the period of his service, interest accrued, thereon, and employer's contribution to PF, interest accrued, thereon, (i.e., as if there had not been any temporary/permanent withdrawal over the period of his service), but will not include any voluntary contributions made by the employee and the interest accrued thereon.
- vi) "Nominee": The person whom the employee nominates to receive the benefit as envisaged in the Scheme in the event of his/her death.

### **C. COVERAGE**

All regular employees (Both Executives & Non-Executives).

**D. ELIGIBILITY**

Minimum one year of continuous regular service in the Company.

**E. EFFECTIVE DATE**

This scheme would be effective from 30-12-2000.

**F. BENEFIT**

On the separation of an employee from the service of the Company on account of death or permanent total disablement, his nominee/the employee, as the case may be, on depositing with the Company the entire PF and Gratuity amounts of the employee, would be entitled to monthly payment equivalent to his basic pay plus DA last drawn. Such monthly payment shall continue till the date on which the employee concerned would have attained the age of superannuation, had the employee been in the service of the Company.

In case of

- i) Employees who have effected temporary/ permanent withdrawals from the PF,

AND/OR

- ii) Who may like to retain part of such funds to meet their family commitments, the monthly payments in the above cases will be reduced in the same proportion, which the shortfall in the PF accumulation at the time of death/permanent total disablement of employee bears to the total of gratuity and notional PF which would have accrued had the withdrawal not been made.

For example:

|      |                                                                    |   |                                                 |  |
|------|--------------------------------------------------------------------|---|-------------------------------------------------|--|
| i)   | Gratuity Amount Due                                                | : | Rs.1,00,000.00                                  |  |
| ii)  | Notional PF, had the temporary/ permanent withdrawal not been made | : | Rs.2,00,000.00                                  |  |
|      |                                                                    |   | <hr/>                                           |  |
|      |                                                                    |   | Rs.3,00,000.00                                  |  |
| iii) | Actual PF at the time of death                                     | : | Rs.1,50,000.00                                  |  |
| iv)  | PF and gratuity deposited with the Company                         | : | Rs.2,50,000.00                                  |  |
| v)   | Amount of monthly payment as a percentage of last Pay + D.A.       | : | $\frac{2,50,000 \times 100}{3,00,000} = 83.3\%$ |  |

The benefit under the scheme will be admissible from the date of separation of the employee. The payment, however, to the employee/nominee shall, start from the date of deposit of the amount as stated in the above clause.

**G. DEPOSIT OF AMOUNTS (PF & GRATUITY)**

Employee/nominee shall deposit PF and Gratuity amounts in one lump sum with the Company, within a maximum period of six months from the date of permanent total disablement/death.

**H. PROVISION OF MAKING GOOD THE SHORTFALL RESULTING FROM WITHDRAWALS**

Employee/nominee shall have the option of making good the shortfall between the notional PF accumulation and actual PF as on the date of death/permanent disablement, which would have accrued, resulting from withdrawals by depositing the difference to get full benefit under the scheme, as one-time option at the time of volunteering for this scheme.

**I. TERMINATION OF BENEFIT**

- i) On the normal date of superannuation of the separated employee, the monthly payments under this Scheme would cease and the amount deposited with the Company under this Scheme would be refunded to the employee or his/her nominee, as the case may be. Under the Scheme, no interest on the PF and Gratuity deposits will be admissible for the period of deposit.
- ii) If the employee/nominee desires to permanently withdraw the PF and Gratuity amount deposited with the Company under the Scheme at any point of time, he/she will be allowed to do so. In such cases, the employee/nominee would cease to receive the benefit, from the date of such withdrawal, under the Scheme and also would not be entitled to any other benefit, whatsoever. No partial withdrawal of the PF and Gratuity amount deposited with the Company would be allowed. Once withdrawn, the amount cannot be deposited again for availing benefit under the scheme at any future date.

**J. CONDITIONS FOR BEING A BENEFICIARY UNDER THIS SCHEME**

- i) The Scheme is Voluntary.
- ii) The employee/nominee will be eligible for the benefits under the Scheme only if the PF and Gratuity amounts are deposited with the Company within a maximum period of six months from the date of permanent total disablement/death of the employee. Otherwise, he/she will not be eligible to become a member subsequently to receive benefit under this Scheme.
- iii) The employee/nominee will be eligible to get the benefit under this Scheme only after the loans/advances taken by the employee from the Company and other dues, if any, to the Company, have been repaid by the employee/nominee in full. However, the Company may at its discretion, allow the amount due to the Company on account of loans/advances etc. and interest thereon, availed by the separated employee, to be deducted in monthly installments from the payments to be made under this Scheme, subject to the condition that such

recovery shall not exceed 50% of the monthly payment to the employee/nominee.

- iv) The employee/nominee will start receiving the monthly payment under this scheme only after vacation of the company's quarters.

## **K. NOMINATIONS**

- i) All employees opting for the Scheme will be required to make their nominations for receiving the benefits under the Scheme in case of their death. Not more than one nominee will be accounted. (Annexure-I and II).

The person nominated to receive the benefit under this Scheme shall be one of the nominees under the PF Act/Rules, for which the employee will be required to fill-up a separate form specified for this purpose.

- ii) An employee separated on account of permanent total disablement and joining the Scheme, shall himself draw the amount under the Scheme notwithstanding any nomination made by him. In the event of his death prior to the normal date of superannuation, his/her nominee shall receive the benefit under the scheme.
- iii) In the absence of nomination, under the Scheme, the nomination made by the employee for the purpose of payment of Provident Fund dues would be treated as the nomination under this Scheme. In case of more than one nominee the first nominee will be taken as nominee for the scheme. In case nomination of PF is also not given, the problem of nomination would be resolved as done in case of PF.
- iv) The nominee of the deceased employee will be required to nominate the person who will receive the benefit under the scheme in the event of his/her death.
- v) In the event of the nominee predeceasing the employee, the employee will be required to make a fresh nomination, within a period of One Month of first nominee's death.

## **L. MODALITIES**

- i) The deposits under the Scheme shall be made by the employee/nominee, as the case may be, by an a/c payee cheque/bank draft alongwith an application in the prescribed format. Alternatively, with the concurrence of the concerned PF Trust on due settlement of his account with them, the amount may be directly transferred by the Trust and similarly the gratuity amount may be got transferred towards deposit under the Scheme by a letter of authority by the concerned employee/nominee. The Finance Department will issue receipt for the deposit made by the employee or his nominee.
- ii) Personnel Department will examine the eligibility of the employee/nominee concerned and will approve and notify the amount of monthly payment and the period of payment under the Scheme on the basis of data/certification given in the application. Thereafter monthly payment shall be made by the Finance Department of the office concerned by a/c payee cheque after due deduction of tax at source, wherever applicable, latest by the 10<sup>th</sup> of following month.

- iii) Final refund of the deposits made under this Scheme will be made on or after the due date by the Corporate Finance Department on surrender and full discharge of the receipt by the concerned employee/nominee. Due date means the date of notional retirement.
- iv) All payments under the Scheme shall be made through account payee cheque only.
- v) The working of the Scheme would be reviewed from time to time, as per the scheme.

**M. MISCELLANEOUS**

Where any doubt arises as to the interpretation of these rules, it shall be referred to the Personnel Department for decision which would be final and binding.

**N. REVIEW**

The Company retains the right to amend, review or alter the provisions of the scheme at any time.





### APPLICATION FOR ADMISION TO EMPLOYEES' FAMILY BENEFIT SCHEME

1. Name in Full :
2. Surname :
3. Address : Temporary :
- Permanent :
4. Sex :
5. Date of Birth :
6. Mark of Identification :
7. Marital Status  
(whether bachelor,  
spinster, married or  
widower) :
8. Parent/Spouse Name :
9. Date of joining MSTC :
10. Personal Number :
11. Scale of Pay :
12. Department/Region/Branch :

I agree to become a member and to be bound by the rules and regulations of the scheme in force and as may from time to time be prescribed by the authorities specified in the rules.

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Personal No. \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Place of Posting \_\_\_\_\_  
 Date \_\_\_\_\_



### NOMINATION FOR EMPLOYEES' FAMILY BENEFIT SCHEME

I hereby nominate the person mentioned below to receive the benefit under the Employees' Family Benefit Schemes of MSTC as envisaged in its rules & regulations in the event of my death. This is in supercession of any previous nominations made by me in this regard. I am also enclosing attested photograph and append below the signature/LTI/RTI of the nominee duly attested by me.

| Sl. No. | Name & Address of the Nominee | Nominee's relationship, if any, with the member | Age of Nominee | Contingencies on the happening of which the nomination shall become invalid | Name & address of the person, if any, on whom the right of the nominee is conferred in the event of his/her pre-deceasing the member |
|---------|-------------------------------|-------------------------------------------------|----------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
|         |                               |                                                 |                |                                                                             |                                                                                                                                      |
|         |                               |                                                 |                |                                                                             |                                                                                                                                      |
|         |                               |                                                 |                |                                                                             |                                                                                                                                      |
|         |                               |                                                 |                |                                                                             |                                                                                                                                      |

1 Signature of witness

i) Certified that the above entries were made by me/read out to me.

Post Held

Signature/LTI/RTI of the member  
(As applicable)

Station

Name of member in block letters

Date

2 Signature of witness :  
Name in full block letters :  
Post Held

Post Held: Date:

ii) Certified that the above entries were read out to me by the member and I have affixed my signature/ LTI/RTI hereunder in the presence of member above named in acceptance thereof. Signature/LTI/RTI of the nominees  
(To be attested by the member

Station :

Date :

Attested by me

(Signature with date of the member)

ANNEXURE-III



## PART-I

### LIST OF INJURIES DEEMED TO RESULT IN PERMANENT TOTAL DISABLEMENT

| SL. NO. | DESCRIPTION                                                                                                            | PERCENTAGE OF LOSS OF EARNING CAPACITY |
|---------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1.      | Loss of both hands or amputation at higher sites                                                                       | 100                                    |
| 2.      | Loss of a hand and a foot                                                                                              | 100                                    |
| 3.      | Double amputation through leg or thigh, or amputation through leg or thigh on one side and loss of other foot          | 100                                    |
| 4.      | Loss of sight, to such an extent as to render the claimant unable to perform any work for which eye-sight is essential | 100                                    |
| 5.      | Very severe facial disfigurement                                                                                       | 100                                    |
| 6.      | Absolute deafness                                                                                                      | 100                                    |

## PART-II

### LIST OF INJURIES DEEMED TO RESULT IN PERMANENT PARTIAL DISABLEMENT

#### Amputation cases – upper limbs(either arm)

|    |                                                                                                            |    |
|----|------------------------------------------------------------------------------------------------------------|----|
| 1. | Amputation through shoulder joint                                                                          | 90 |
| 2. | Amputation below shoulder with stump less than 8" from tip of acromion                                     | 80 |
| 3. | Amputation from 8" from tip of acromion to less than 4.5" below tip of olecranon                           | 70 |
| 4. | Loss of a hand or of the thumb and four fingers of one hand or amputation from 4.5" below tip of olecranon | 60 |
| 5. | Loss of thumb                                                                                              | 30 |
| 6. | Loss of thumb and its metacarpal bone                                                                      | 40 |
| 7. | Loss of four fingers of one hand                                                                           | 50 |
| 8. | Loss of three fingers of one hand                                                                          | 30 |

|     |                                                             |    |
|-----|-------------------------------------------------------------|----|
|     |                                                             |    |
| 9.  | Loss of two fingers of one hand                             | 20 |
| 10. | Loss of terminal phalanx of thumb                           | 20 |
| 10A | Guillotine, amputation of tip of thumb without loss of bone | 10 |

#### **Amputation cases – lower limbs**

|     |                                                                                                                          |    |
|-----|--------------------------------------------------------------------------------------------------------------------------|----|
| 11. | Amputation of both feet resulting in end-bearing stumps                                                                  | 90 |
| 12. | Amputation through both feet proximal to the metatarso phalangeal joint                                                  | 80 |
| 13. | Loss of all toes of both feet through the metatarso-phalangeal joint                                                     | 40 |
| 14. | Loss of all toes of both feet proximal to the proximal inter-phalangeal joint                                            | 30 |
| 15. | Loss of all toes of both feet distal to the proximal inter-phalangeal joint                                              | 20 |
| 16. | Amputation at hip                                                                                                        | 90 |
| 17. | Amputation below hip with stump not exceeding 5" in length measure from tip of great trochanter                          | 80 |
| 18. | Amputation below hip with stump exceeding 5" in length measured from tip of great trochanter but not beyond middle thigh | 70 |
| 19. | Amputation below middle thigh to 3-1/2" below knee.                                                                      | 60 |
| 20. | Amputation below knee with stump exceeding 3-1/2" but not exceeding 5".                                                  | 50 |
| 21. | Amputation below knee with stump exceeding 5"                                                                            | 50 |
| 22. | Amputation of one foot resulting in end-bearing                                                                          | 50 |
| 23. | Amputation through one foot proximal to the metatarso phalangeal joint.                                                  | 50 |
| 24. | Loss of all toes of one foot through the metatarso phalangeal joint                                                      | 20 |

#### **Other injuries**

|     |                                                                |    |
|-----|----------------------------------------------------------------|----|
| 25. | Loss of one eye, without complications, the other being normal | 40 |
|-----|----------------------------------------------------------------|----|

|      |                                                                                                       |    |
|------|-------------------------------------------------------------------------------------------------------|----|
|      |                                                                                                       |    |
| 26.  | Loss of vision of one eye, without complications or disfigurement of eye-ball, the other being normal | 30 |
| 26A. | Loss of partial vision of one eye                                                                     | 10 |

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## SCHEME FOR POST RETIREMENT MEDICAL BENEFITS – 1993

(Source: Circular No. P&T/01/057/94/2340 dated 29-10-94  
Amended by: Circular No. P&T/01/057/94/884 dated 17.2.00,  
P&T/01/057/94/159 dated 5.6.2000 & P&T/01/057/94/450 dated 27.8.01)

### 1.0 OBJECTIVE OF THE SCHEME

- 1.1 Objective of the scheme is to extend post retirement medical benefits to the employees who shall render long valuable service to the Company and their spouses.

### 2.0 COVERAGE

- 2.1 Employee who have rendered **at least 15 years** of continuous service to the Company *and have attained the age of 50 years*. The spouses of such employees shall also be covered under the scheme.

However, the number of years of continuous service will be relaxed for such existing employees who would complete 15 years of service after attaining 55 years of age but before superannuation and such existing employees who would not complete 15 years of service in the Company at the time of superannuation to the extent that they may become members of 'Senior Citizen Unit Plan' of Unit Trust of India on reaching 55 years of age.

- 2.2 Those who cease to be in employment on account of permanent total disablement and their spouses.
- 2.3 The dependent spouse of an employee who dies in service provided the spouse does not receive medical benefit from his/her employer, if any, provided further that no dependent member of the deceased employee is employed in the Company on compassionate ground.
- 2.4 The Chief Executive and other whole time Directors who are appointed on contractual service would be covered by the scheme irrespective of their length of service in the Company on attaining 50 years of age, provided they do not leave the service on their own before expiry of their tenure, provided further that if they leave the services of this Company for another PSU on being appointed by Govt. of India, this will not disqualify them.

### CLARIFICATION

i) **"Employee"** means the regular employees of the Company including the Chief Executive and Whole time Directors and also deputationists, provided such a deputationist is not covered by a scheme in the organisation where he has come from on deputation. However, in the event, such deputationists revert back to their parent organization subsequently, their case will be dealt with at par with the employees leaving the services of the Company after coverage under the UTI Scheme as has been stipulated in para 7.1 below.

ii) All the retired employees and their spouses as referred to in para 2.0 above and covered by the scheme will hereinafter be referred to as **"Member"**.

### 3.0 SCHEME

- 3.1 The members will be covered by the **'Senior Citizens Unit Plan'** of Unit Trust of India(UTI) for benefits of hospitalisation treatment in hospitals anywhere in India specified by UTI.

The members who shall superannuate from the Company and members covered under clauses 2.2, 2.3 and 2.4 shall also be eligible for reimbursement of cost of domiciliary treatment subject to an annual ceiling limit as specified at clause 4.1.1 for which the member will be required to submit claims from time to time to the respective Accounts Offices of MSTC. All claims and reimbursement shall be governed by the provisions of the Company's Medical Reimbursement Rules.

The other members covered under clause 2.1 shall not get the benefit of domiciliary treatment.

### 4.0 BENEFITS

#### 4.1 DOMICILIARY TREATMENT

- 4.1.1 On submission of claims in the prescribed format for reimbursement of cost of domiciliary treatment, the members shall be reimbursed by MSTC such cost as permissible under the Company's Medical Reimbursement Rules.

The ceiling limits for reimbursement of the cost of domiciliary treatment:-

| Category                                                         | Existing ceiling for reimbursement /per annum                                | Proposed ceiling for reimbursement / per annum                               |
|------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Employees who retired separated before 1.1.1987                  | 150% of (Basic + DA + VDA) drawn monthly on the date of cessation of service | 250% of (Basic + DA + VDA) drawn monthly on the date of cessation of service |
| Employees who retired separated between 1.1.1987 and 31.12.1991  | 125% of (Basic + DA + VDA) drawn monthly on the date o cessation of service  | 175% of (Basic + DA + VDA) drawn monthly on the date of cessation of service |
| Employees who retired/ separated between 1.1.1992 and 31.12.1996 | 100% of (Basic + DA + VDA) drawn monthly on the date of cessation of service | 125% of (Basic + DA + VDA) drawn monthly on the date of cessation of service |

(Amended vide circular No. P&T/01/057/88/1020 dated 6-3-2008)

However, the reimbursement of cost of domiciliary treatment to the members of the Scheme for Post Retirement Medical benefit including members who retired/separated on and from 01-01-97 shall continue to be 75% of (Basic + DA + VDA) drawn on the date of cessation of service in a year. In the event of death of the member/spouse, the surviving spouse/member shall continue to get reimbursement up to 50% of the entitlement of the member until death, subject, inter alia, to other provisions of the Scheme."

(Ref. circular no.P&T/01/057/94/450 dated 27.8.2001)

- 4.1.2 Claims for reimbursement of cost of domiciliary treatment may be submitted in the prescribed forms to any Regional/Branch Office of the Company anywhere in India and nearest to the station where the retired employee settles down. The retired employee, for the purpose, shall, immediately on retirement, inform the Personnel Department

the address of such station as well as his preference for Regional/Branch Office to get reimbursement.

- 4.1.3 All retired /separated employees shall be permitted to take continuous treatment upto 1(one) year for a particular disease.  
(Amended vide circular No. P&T/01/057/88/1020 dated 6-3-2008)

#### 4.2 HOSPITALISATION TREATMENT

- 4.2.1 Employees who have rendered minimum 15 years' service and attain 50 years of age shall be covered by the '**Senior Citizens Unit Plan**' of UTI. But the hospitalised treatment benefits as per the plan shall be available after the age of 58 provided they get themselves admitted in hospitals anywhere in India specified by the Unit Trust of India for approved course of treatment of surgical and non-surgical ailments.
- 4.2.2 The member shall be admitted in the specified hospitals on presentation of the Identity Card issued by the Unit Trust of India provided of course the hospital authority is satisfied that the ailing member requires hospitalisation treatment and the employee will not be required to make any payment to the hospital authorities who will settle the bills with the Insurance Company which will be having an agreement with the Unit Trust of India provided the amount of the bill is within the admissible limit for different age groups as detailed in the brochure. The member will however have to pay the excess amount, if any, of the bill.
- 4.2.3 The updated brochure of the Unit Trust of India indicating the revised list of hospitals and approved course of treatment of surgical/non-surgical ailments shall be made available to each member once the same is made available to this office.
- 4.2.4 In the event of death while in service an employee before the age of 54 years, the dependent spouse may be allowed coverage under the plan irrespective of his/her age, provided he/she is within the age limit specified by Unit Trust of India provided further that no dependent member of the deceased employee is employed in MSTC on compassionate ground.

#### 4.3 SEPARATION BEFORE SUPERANNUATION

- 4.3.1 The cases of the members who separate from the Company on their own before attaining the age of superannuation shall be governed by clause 7.1.
- 4.3.2 The cases of members covered under clause 2.4 who leave the Company on their own before expiry of their tenure as specified therein, shall also be governed by clause 7.1.
- 4.3.3 Separating employees will have to leave the Company with prior permission of the Company and proper release order, otherwise they will not be entitled to get the benefits. On separation from the Company, they would not indulge in any activity which is prejudicial to the interest of the Company, in which case, their membership will be discontinued. The Company's decision in the matter shall be final and binding.

#### 5.0 PAYMENT OF THE AMOUNT OF INVESTMENT FOR THE COVERAGE

- 5.1 The current rate of investment at different ages are indicated below :

| <b>Age at<br/>the time<br/>of joining</b> | <b>Amount<br/>(Rs.)</b> |
|-------------------------------------------|-------------------------|
|-------------------------------------------|-------------------------|



|    |       |
|----|-------|
| 50 | 24500 |
| 51 | 26700 |
| 52 | 29000 |
| 53 | 32000 |
| 54 | 35000 |

The above amount is to be paid at a time in lump sum. The amount will vary at the discretion of UTI from time to time. Each employee will be required to pay 15% of the investment and the balance amount will be paid by MSTC. All employees shall inform the Personnel Department of his/her intention to be covered by the scheme through respective Controlling Officers at least 6 months before he/she completes 15 years of service in the Company. Thereafter, he/she should fill up the form prescribed for the purpose by UTI and send the same to Personnel Department along with cash etc. However, the Company may like to restrict the number of applications to be submitted to UTI in a particular year. Under such circumstances, an employee will be required to pay his contribution only when asked for by the Company. In such cases, application to UTI will be submitted on the basis of seniority in terms of length of service in the Company.

- 5.2 An employee covered under the scheme cannot unilaterally withdraw from the scheme at any stage without the permission of MSTC and UTI. If an employee already covered under the scheme goes on deputation to any other organisation or is transferred to any other PSU/Govt. Department, benefits of the scheme shall be governed by terms and conditions of such deputation/transfer.

## 6.0 **NOMINATION**

- 6.1 The employees who will be covered by the scheme shall nominate MSTC to get back the residual amount payable by Unit Trust of India on the death of both the employee and the spouse for which the employee shall leave instruction to his/her heir/heirs to inform the Company in due time.

## 7.0 **LIEN**

- 7.1 MSTC shall have a lien on the units issued by the Unit Trust of India against the amount of investment. In the event, an employee once covered by the scheme for which payment of the amount of investment has been made leaves the services of the Company on resignation or his/her services are terminated by the Company for any reason whatsoever, the Company shall have the sole authority to transfer/withdraw the repurchase value of the units. For the purpose, the employee will have to execute documents, sign such papers and do such acts, deeds and things if any required by the Unit Trust of India and MSTC and the employee shall not revoke the said authority without the prior approval in writing of UTI/MSTC. However, such employees will be allowed to continue the coverage provided they pay the Company the amount paid by MSTC together with interest as per Govt. rate. However, again, if an employee, after the coverage under the plan dies while in service, the surviving spouse shall continue to receive the benefit of coverage.

## 8.0 **PRESERVATION/MAINTENANCE OF UNITS**

- 8.1 Though the units will be issued in the name of the individual member, the same will be forwarded to MSTC and MSTC will preserve the same in safe custody. The individual member will get copies of the same.

## 9.0 **TENURE**

9.1 The scheme comes into effect on and from 29-12-93.

10.0 **AMENDMENT**

10.1 The scheme is subject to change with the change in UTI Scheme.

10.2 The scheme is liable to be altered/amended at the discretion of the Chief Executive of the Company without any notice and without assigning any reason therefor. Powers of interpretation of any provision of the Scheme rest with the Chief Executive.

10.3 The Company reserves the right to withdraw/cancel the Scheme at any time without assigning any reason whatsoever and without notice.

**Note:** The Unit Trust of India has withdrawn operation of the “Senior Citizen Unit Plan” w.e.f. 1.7.2000. However, employees already covered till that date will continue to get the benefits under ‘SCUP’.



(A GOVERNMENT OF INDIA ENTERPRISE)

APPLICATION FORM FOR REIMBURSEMENT OF POST RETIREMENT MEDICAL BENEFITS

- 1 NAME :
- 2 NAME OF THE SURVIVING SPOUSE :
- 3 RESIDENTIAL ADDRESS WITH PHONE NO., IF ANY :
- 4 DATE OF RETIREMENT/VOLUNTARY RETIREMENT :
- 5 DESIGNATION ON THE DATE OF RETIREMENT/ VOLUNTARY RETIREMENT :
- 6 SCALE OF PAY AND BASIC+DA ON THE DATE OF RETIREMENT/VR :
- 7 OPTION OF OFFICE FOR REIMBURSEMENT : KOLKATA/DELHI/MUMBAI  
BANGALORE/VIZAG/CHENNAI/  
VADODARA
- 8 MODE OF PAYMENT :
- 9 NAME OF BANK & BRANCH WITH ACCOUNT NO. :

I declare that after retirement/voluntary retirement from the services of MSTC Limited, I am not gainfully employed elsewhere and/or not availing similar medical benefit from some other sources.

(Signature of the applicant)

Place:

Date:



## **SCHEME FOR POST RETIREMENT MEDICAL BENEFITS-2002**

(Source: Circular No. P&T/01/057/94/933 dated 17-1-2003)

Consequent upon suspension of operation of the 'Senior Citizen Unit Plan' by the Unit Trust of India w.e.f. 1<sup>st</sup> July, 2000, the Post Retirement Medical Benefit Scheme of the Company had also to be suspended. However, the employees already covered under 'SCUP' continue to get the benefits from UTI as per the former Scheme.

The Board of Directors, in its 204<sup>th</sup> meeting held on 24.09.2002 has approved a new Scheme known as the '**Scheme for Post Retirement Medical Benefits – 2002**' for the employees not already covered under the previous Scheme. The Scheme comes into force with effect from 24.09.02.

The Scheme is annexed hereto for information of all employees.

Every interested employee may inform the Personnel Department of his/her intention to be covered by the scheme through respective Controlling Officers at least 6 months before he/she becomes eligible to be covered under the Scheme, provided he/she has not completed 56 years of age. Personnel Department will make available a copy of the application form together with brochure issued by the New India Assurance Company pertaining to Bhavishya Arogya Provident Mediciam Insurance governing the rules and regulations of treatment in hospitals specified by the said Insurance Company anywhere in India. Thereafter, he/she will be required to submit the form prescribed for the purpose duly filled in and signed to Personnel Department along with his/her share of the premium in cash or a/c payee cheque drawn in favour of MSTC Limited on any nationalised bank payable at Kolkata. Employees in the Regions/Branches may deposit the money in the respective offices and send the money receipt along with the application. If there is any change in the Insurance Policy in any respect, the same will be communicated to the individuals.



## SCHEME FOR POST RETIREMENT MEDICAL BENEFITS – 2002

### 1.0 OBJECTIVE OF THE SCHEME

- 1.1 Objective of the scheme is to extend post retirement medical benefits to the employees who shall render long valuable service to the Company and their spouses.

### 2.0 COVERAGE

- 2.1 Employee who have rendered at least **15(fifteen) years of service** in MSTC and other PSUs/Govt. Departments taken together and have attained the age of **45(forty five) years**. The spouses of such employees shall also be covered under the scheme, provided he/she is within the age limit specified by the New India Assurance Company for the purpose of entry into the Bhavishya Arogya Provident Mediclaim Insurance.
- 2.2 Those who cease to be in employment on account of permanent total disablement and their spouses, provided he/she is within the age limit specified by the New India Assurance Company for the purpose of entry into the Bhavishya Arogya Provident Mediclaim Insurance.
- 2.3 The dependent spouse of an employee who dies in service provided the spouse does not receive medical benefit from his/her employer, if any, provided further that no dependent member of the deceased employee is employed in the Company on compassionate ground, provided further that he/she is within the age limit specified by the New India Assurance Company for the purpose of entry into the Bhavishya Arogya Provident Mediclaim Insurance.
- 2.4 The Chief Executive and other whole-time Directors who are appointed on contractual service would be covered by the scheme irrespective of their length of service in the Company on attaining 50 years of age, provided they do not leave the service on their own before expiry of their tenure, provided further that if they leave the services of this Company for another PSU on being appointed by Govt. of India, this will not disqualify them.

### CLARIFICATION

- i) **"Employee"** means the regular employees of the Company including the Chief Executive and Whole-time Directors and also deputationists, provided such a deputationist is not covered by a scheme in the organisation from where he has come on deputation. However, in the

event, such deputationists revert back to their parent organisation subsequently, their case will be dealt with at par with the employees leaving the services of the Company after coverage under the **"Bhavishya Arogya Provident Mediclaim Insurance"** of the New India Assurance Company as has been stipulated in para 8.1 below.

- ii) All the employees and their spouses as referred to in para 2.0 above and covered by the Scheme will hereinafter be referred to as "**Member**".

### **3.0 SCHEME**

- 3.1** The members will be covered by the "**Bhavishya Arogya Provident Mediclaim Insurance**" of the New India Assurance Company (hereinafter referred to as the Insurance Company) for benefits of hospitalisation treatment in hospitals anywhere in India specified by the Insurance Company.

Only the members who shall superannuate from the Company and members covered under clauses 2.2, 2.3 and 2.4 shall be eligible for reimbursement of cost of domiciliary treatment subject to an annual ceiling limit as per clause 4.1 for which the member will be required to submit claims from time to time to the respective Accounts Offices of MSTC. All claims and reimbursement shall be governed by the provisions of the Company's Medical Reimbursement Rules.

Any other member covered under the Scheme shall not get the benefit of domiciliary treatment.

### **4.0 BENEFITS**

#### **4.1 DOMICILIARY TREATMENT**

- 4.1.1 On submission of claims in the prescribed format for reimbursement of cost of domiciliary treatment, the members shall be reimbursed by MSTC such costs as permissible under the Company's Medical Reimbursement Rules. However, in a financial year, the reimbursement of cost of domiciliary treatment to the members of the Scheme shall be limited to 75% of (Basic+DA+VDA) drawn on the date of cessation of service. In the event of death of the member/spouse, the surviving spouse/member shall continue to get reimbursement up to 50% of the entitlement of the member until death, provided the employee opts to cover the spouse under the Scheme (clause 5.0) subject, inter alia, to other provisions of the Scheme. For this purpose, the member will be required to submit claims from time to time to the respective Accounts Offices of MSTC. Again, in case of death in harness of an employee at any age, the surviving spouse shall get the reimbursement of cost of domiciliary treatment for self only limited to 50% of 75% of (Basic Pay+DA+ VDA) last drawn by the employee subject, of course, to other provisions of clause 2.3.

- 4.1.2 Claims for reimbursement of cost of domiciliary treatment may be submitted in the prescribed forms to any Regional/Branch Office of the Company anywhere in India and nearest to the station where the retired employee or in case of his/her death, the spouse settles down. The retired employee, for the purpose, shall, immediately on retirement, inform the Personnel Department the address of such station as well as his preference for Regional/Branch Office to get reimbursement.

#### **4.2 HOSPITALISATION TREATMENT**

- 4.2.1 Employees who have rendered at least **15(fifteen) years of service** in MSTC and other PSUs/Govt. Departments taken together and have attained the age of **45(forty five) years** shall be covered by the "**Bhavishya Arogya Provident Mediclaim**

**Insurance”** of the New India Assurance Company. But the hospitalised treatment benefits as per the Scheme shall be available after the maturity/retirement age as mentioned at 4.2.2, provided they get themselves admitted in hospitals anywhere in India specified by the Insurance Company for approved course of treatment of surgical and non-surgical ailments.

- 4.2.2 The retirement/maturity age for the purpose of the scheme would be on attaining **60 years by the employee**. The retirement/ maturity age of the spouse would be the age at which the employee attains 60 years of age. However, in case the spouse attains 60 years (maximum maturity age under the scheme) before the employee's retirement/maturity age, the maturity age of the spouse would be 60 years.
- 4.2.3 The member shall be admitted in the specified hospitals on presentation of the Identity Card issued by the Insurance Company provided, of course, the hospital authority is satisfied that the ailing member requires hospitalisation treatment. The employee will not be required to make any payment to the hospital authorities who will settle the bills with the Insurance Company through the Third Party Administrator (TPA) for which there will be an agreement with the Insurance Company, provided the amount of the bill is within the admissible limit. The member/heir/heirs will, however, have to pay any amount in excess of the admissible limit in the bill.
- 4.2.4 The updated brochure of the Insurance Company indicating the list of hospitals and approved course of treatment of surgical/non-surgical ailments shall be made available to each member once the same is made available to this office.

#### **4.3 SEPARATION BEFORE SUPERANNUATION**

- 4.3.1 The cases of the members who separate from the Company on their own before attaining the age of superannuation shall be governed by clause 8.1.
- 4.3.2 The cases of members covered under clause 2.4 who leave the Company on their own before expiry of their tenure as specified therein, shall also be governed by clause 8.1.
- 4.3.3 Separating employees will have to leave the Company with prior permission of the Company and proper release order, otherwise they will not be entitled to get the benefits. On separation from the Company, they would not indulge in any activity, which is prejudicial to the interest of the Company, in which case, their coverage under the Scheme will be discontinued. The Company's decision in the matter shall be final and binding.

#### **5.0 AMOUNT OF COVERAGE**

- 5.1 The amount of maximum total benefit available under the basic Policy will be as under during the life time of the Member commencing from the Policy Retirement/Maturity Age and shall not exceed 40% of sum insured for any one illness or injury. The employees may opt for either of the following amount of sum insured :
- a) **Rs. 2.50 lac** each for employee and spouse;
  - b) **Rs. 5.00 lac** for self only, for employees having no spouse or not desiring to cover his/her spouse.

#### **6.0 PAYMENT OF THE AMOUNT OF PREMIUM FOR THE COVERAGE**

- 6.1 The current rates of premium at different ages and maturity/retirement ages as per clause 4.2.2 are indicated in the Annexure.

The amount of premium is to be paid at a time in lump sum. The amount will vary at the discretion of the Insurance Company from time to time. Each employee will be required to pay 15% of the premium and the balance amount will be paid by MSTC. All employees shall inform the Personnel Department of his/her intention to be covered by the scheme through respective Controlling Officers at least 6 months before he/she becomes eligible to be covered under the Scheme. Thereafter, he/she should fill up the form prescribed for the purpose by the Insurance Company and send the same to Personnel Department along with cash/cheque etc. However, the Company may like to restrict the number of applications to be submitted to the Insurance Company in a particular year. Under such circumstances, an employee will be required to pay his contribution to the Insurance Company only when asked for by the Company. In such cases, application to the Insurance Company will be submitted on the basis of seniority in terms of length of service in the Company.

- 6.2 An employee covered under the scheme cannot unilaterally withdraw from the scheme at any stage without the permission of MSTC and Insurance Company. If an employee already covered under the scheme goes on deputation to any other organisation or is transferred to any other PSU/Govt. Department, benefits of the scheme shall be governed by terms and conditions of such deputation/transfer and provisions of this Scheme.

## **7.0 REFUND OF PREMIUM**

- 7.1 The Scheme allows a suitable refund of premium already paid in the event of premature death of the Insured, as per scale. In case of voluntary withdrawals from the scheme subject to clause 6.2, refund is allowed to the extent of 75% of refund payable on death.
- 7.2 After commencement of risk at policy retirement age selected by the Insured, provision is also made for refund at appropriate scale, in case of death provided no claim is preferred. Similarly, in case of voluntary withdrawals from the scheme, refund is allowed to the extent of 75% of the amount payable on death, provided no claim is preferred.
- 7.3 The employees who will be covered by the scheme shall undertake and authorise MSTC to get back the 'no claim' refund from New India Assurance Co. in case of death of the employee and/or the spouse or voluntary withdrawal from the scheme at any point of time. In the event of death, the employee shall leave instruction to his/her heir/heirs to inform the Company in due time. The Company shall return to the employee or his/her heir/heirs 15% of the amount of 'no claim' refund paid by the Insurance Co. to MSTC.

## **8.0 LIEN**

- 8.1 MSTC shall have a lien on the Policy issued by the Insurance Co. against the amount of premium. In the event an employee once covered by the scheme for which payment of the amount of premium has been made leaves the services of the Company on resignation or his/her services are terminated by the Company for any reason whatsoever, the Company shall have the sole authority to withdraw the policy. For the purpose, the employee will have to execute documents, sign such papers and do such acts, deeds and things if any required by the Insurance Company and MSTC and the employee shall not revoke the said authority without the prior approval in writing of the Insurance Company/MSTC. However, such employees will be allowed to continue the coverage provided they pay the Company the amount paid by MSTC together with interest as per Govt. rate.



## **9.0 PRESERVATION / MAINTENANCE OF POLICIES**

- 9.1 Though the policies will be issued in the name of the individual member, the same will be forwarded to MSTC and MSTC will preserve the same in safe custody. The individual member will get copies of the same.

## **10.0 TENURE**

- 10.1 The scheme comes into effect on and from 24-09-2002.

## **11.0 AMENDMENT**

- 11.1 The scheme is subject to change with the change in Bhavishya Arogya Provident Mediclaim Insurance of the Insurance Company.
- 11.2 The Scheme is liable to be altered/amended at the discretion of the Chief Executive of the Company without any notice and without assigning any reason therefor. Powers of interpretation of any provision of the Scheme rest with the Chief Executive.
- 11.3 The Company reserves the right to withdraw/cancel the Scheme at any time without assigning any reason whatsoever and without notice.

| ANNEXURE                                                                                 |                                      |       |       |       |       |       |
|------------------------------------------------------------------------------------------|--------------------------------------|-------|-------|-------|-------|-------|
| SINGLE PREMIUM (in Rs. for Rs.2,50000/- Sum Insured)                                     |                                      |       |       |       |       |       |
| Age of Entry<br>(completed years)                                                        | Retirement Age Selected(Running Age) |       |       |       |       |       |
|                                                                                          | 55                                   | 56    | 57    | 58    | 59    | 60    |
| PREMIUM PAYABLE IN Rs.*                                                                  |                                      |       |       |       |       |       |
| 25                                                                                       | 2230                                 | 2080  | 1940  | 1810  | 1685  | 1570  |
| 26                                                                                       | 2455                                 | 2290  | 2135  | 1990  | 1855  | 1730  |
| 27                                                                                       | 2700                                 | 2515  | 2350  | 2190  | 2040  | 1900  |
| 28                                                                                       | 2970                                 | 2770  | 2580  | 2410  | 2245  | 2095  |
| 29                                                                                       | 3265                                 | 3050  | 2840  | 2650  | 2470  | 2300  |
| 30                                                                                       | 3595                                 | 3350  | 3130  | 2915  | 2715  | 2535  |
| 31                                                                                       | 3960                                 | 3690  | 3440  | 3210  | 2990  | 2785  |
| 32                                                                                       | 4355                                 | 4060  | 3785  | 3530  | 3290  | 3065  |
| 33                                                                                       | 4790                                 | 4470  | 4170  | 3885  | 3620  | 3375  |
| 34                                                                                       | 5275                                 | 4920  | 4585  | 4275  | 3980  | 3710  |
| 35                                                                                       | 5805                                 | 5415  | 5045  | 4705  | 4385  | 4085  |
| 36                                                                                       | 6385                                 | 5955  | 5555  | 5175  | 4825  | 4495  |
| 37                                                                                       | 7030                                 | 6555  | 6110  | 5695  | 5310  | 4945  |
| 38                                                                                       | 7740                                 | 7215  | 6725  | 6270  | 5845  | 5440  |
| 39                                                                                       | 8520                                 | 7945  | 7405  | 6900  | 6430  | 5990  |
| 40                                                                                       | 9385                                 | 8745  | 8150  | 7595  | 7075  | 6590  |
| 41                                                                                       | 10335                                | 9630  | 8975  | 8360  | 7790  | 7255  |
| 42                                                                                       | 11385                                | 10605 | 9885  | 9205  | 8575  | 7985  |
| 43                                                                                       | 12555                                | 11685 | 10880 | 10140 | 9440  | 8795  |
| 44                                                                                       | 13825                                | 12885 | 11990 | 11165 | 10395 | 9680  |
| 45                                                                                       | 15250                                | 14185 | 13220 | 12295 | 11450 | 10660 |
| 46                                                                                       | 16840                                | 15650 | 14555 | 13560 | 12610 | 11740 |
| 47                                                                                       | 18590                                | 17280 | 16055 | 14930 | 13905 | 12930 |
| 48                                                                                       | 20555                                | 19075 | 17730 | 16470 | 15310 | 14260 |
| 49                                                                                       | 22775                                | 21095 | 19575 | 18185 | 16890 | 15700 |
| 50                                                                                       | 25310                                | 23370 | 21645 | 20080 | 18650 | 17320 |
| 51                                                                                       | -                                    | 25975 | 23975 | 22200 | 20590 | 19120 |
| 52                                                                                       | -                                    | -     | 26650 | 24595 | 22770 | 21115 |
| 53                                                                                       | -                                    | -     | -     | 27335 | 25270 | 23345 |
| 54                                                                                       | -                                    | -     | -     | -     | 28035 | 25865 |
| 55                                                                                       | -                                    | -     | -     | -     | -     | 28745 |
| *Additional charges : @ 6% towards Third Party Administrator (TPA) +<br>@ 5% Service Tax |                                      |       |       |       |       |       |



APPLICATION FORM FOR REIMBURSEMENT OF POST RETIREMENT MEDICAL BENEFITS

- 1 NAME :
- 2 NAME OF THE SURVIVING SPOUSE :
- 3 RESIDENTIAL ADDRESS WITH PHONE NO., IF ANY :
- 4 DATE OF RETIREMENT/VOLUNTARY RETIREMENT :
- 5 DESIGNATION ON THE DATE OF RETIREMENT/ VOLUNTARY RETIREMENT :
- 6 SCALE OF PAY AND BASIC+DA ON THE DATE OF RETIREMENT/VR :
- 7 OPTION OF OFFICE FOR REIMBURSEMENT : KOLKATA/DELHI/MUMBAI  
BANGALORE/VIZAG/CHENNAI/  
VADODARA
- 8 MODE OF PAYMENT :
- 9 NAME OF BANK & BRANCH WITH ACCOUNT NO. :

I declare that after retirement/voluntary retirement from the services of MSTC Limited, I am not gainfully employed elsewhere and/or not availing similar medical benefit from some other sources.

(Signature of the applicant)

Place:

Date:



## SCHEME FOR POST-RETIREMENT MEDICAL BENEFITS - 2009

### 1.0 Objective of the Scheme

#### 1.1 Objective of the scheme is to

(a) extend post-retirement medical benefits to the employees who render long valuable service to the Company and their spouses.

(b) To extend the scheme for the children (as defined in Para 1.2(ii) of medical Reimbursement Rules) of the employees in case of death/ disablement of the employee in the course of employment.

(Amended vide 306<sup>th</sup> Board meeting held on 25-06-2021; circular no P&T/01/002/82/244 dated 01-09-2021)

### 2.0 Coverage

2.1 Employee who have rendered at least **15(fifteen) years of service** in MSTC and other PSUs/Govt. Departments taken together and retire from the Company either on superannuation or voluntary retirement. The spouses of such employees shall also be covered under the scheme, provided he/she is within the age limit specified by the Insurance Company for the purpose of entry into the Insurance Policy.

2.2 Those who cease to be in employment on account of permanent total disablement and their spouses, provided he/she is within the age limit specified by the Insurance Company for the purpose of entry into the Insurance Policy.

Further, such medical facilities shall be extended to the employee's Legitimate children and step-children wholly dependent on the employee as on the date of his/her demise, till the notional date of retirement of the disabled employee as per eligibility criteria of dependent children in the Medical Reimbursement Rules.

2.3 The dependent spouse of an employee who dies in service provided the spouse does not receive medical benefit from his/her employer, if any, provided further that no dependent member of the deceased employee is employed in the Company on compassionate ground, provided he/she is within the age limit specified by the Insurance Company for the purpose of entry into the Insurance Policy.

Further, such medical facilities shall be extended to the employee's Legitimate children and step-children wholly dependent on the employee as on the date of his/her demise, till the notional date of retirement of the disabled employee as per eligibility criteria of dependent children in the Medical Reimbursement Rules.

(Amended vide 306<sup>th</sup> Board meeting held on 25-06-2021; circular no P&T/01/002/82/244 dated 01-09-2021)

2.4 The Chief Executive and other whole-time Directors who are appointed on contractual service would be covered by the scheme irrespective of their length of service in the Company, provided they do not leave the service on their own before expiry of their tenure, provided further that if they leave the services of this Company for another PSU on being appointed by Govt. of India, this will not disqualify them.

### Clarification :

- i) **"Employee"** means the regular employees of the Company including the Chief Executive and Whole-time Directors and also deputationists, provided such Chief Executive, Whole-time Director and deputationist is not covered by a scheme in the organisation from where he has come on deputation, provided further that he/she absorbed in the rolls of the Company subsequently, subject to the other provisions of this Scheme.
- ii) All the employees and their spouses as referred to in para 2.0 above and covered by the Scheme will hereinafter be referred to as **"Member"**.

### 3.0 **Scheme**

- 3.1 The Post Retirement Medical Benefit Scheme shall be managed and regulated by a registered Trust Fund called "MSTC Employees and Retired Employees Medical Benefit Fund" (hereinafter called 'The Trust') which will be set up to extend medical benefits, both domiciliary and hospitalisation, to the 'Members' and their spouses;

The members will be covered by a suitable Group Insurance Policy from a reputed General Insurance Company for benefits of hospitalisation treatment in hospitals anywhere in India specified by the Insurance Company.

Only the members who shall retire from the Company either on superannuation or voluntary retirement and members covered under clauses 2.2, 2.3 and 2.4 shall be eligible for reimbursement of cost of domiciliary treatment subject to an annual ceiling limit as per clause 4.1 for which the member will be required to submit claims from time to time to the Trust respective Accounts Offices of MSTC. All claims and reimbursement shall be governed by the provisions of the Company's Medical Reimbursement Rules.

Any other member covered under the Scheme shall not get the benefit of domiciliary treatment.

### 4.0 **Benefits**

#### 4.1 **Domiciliary Treatment**

- 4.1.1 On submission of claims in the prescribed format for reimbursement of cost of domiciliary treatment, the members shall be reimbursed by MSTC such costs as permissible under the Company's Rules as amended from time to time. However, in a financial year, the reimbursement of cost of domiciliary treatment to the members of the Scheme shall be limited to Rs. 40,000/- on floater basis, to all employees of MSTC irrespective of the date of their superannuation. In the event of death of the member/spouse, the surviving spouse/member shall continue to get reimbursement upto 50% of the entitlement as above i.e Rs.20,000/- until death, provided the employee opts to cover the spouse under the Scheme subject, inter alia, to other provisions of the Scheme. For this purpose, the member will be required to submit claims from time to time to the respective Accounts Offices of MSTC as per existing rules of the Company.

(Amended vide 302<sup>nd</sup> Board meeting held on 14.12.2020; circular no P&T/01/57/80/1360 dated 12.01.2021)

However, members covered under clauses 2.2 and 2.3 shall be eligible for reimbursement of cost of domiciliary treatment subject to an additional amount equivalent to 20% of the entitlement of the surviving spouse in respect of each dependent children towards domiciliary coverage, subject to a maximum of annual ceiling of Rs. 40,000/-.

(Amended vide 306<sup>th</sup> Board meeting held on 25-06-2021; circular no P&T/01/002/82/244 dated 01-09-2021)

#### **4.2 Hospitalisation Treatment**

4.2.2 The Members who are covered under the Scheme shall be covered by a suitable General Insurance Policy. But the hospitalised treatment benefits as per the Scheme shall be available after the retirement age as prevalent at the relevant point in time, provided they get themselves admitted in hospitals anywhere in India specified by the said Insurance Company for approved course of treatment of surgical and non-surgical ailments.

4.2.2 However, such hospitalization benefit shall be available to the spouse and dependent children (in case of point 2.2 and 2.3) from the age at which the Member attains age of superannuation/ from date of death or disablement during service period.

(Amended vide 306<sup>th</sup> Board meeting held on 25-06-2021; circular no P&T/01/002/82/244 dated 01-09-2021)

4.2.3 The member shall be admitted in the specified hospitals on presentation of the Identity Card issued by the Insurance Company provided, of course, the hospital authority is satisfied that the ailing member requires hospitalisation treatment. The employee will not be required to make any payment to the hospital authorities who will settle the bills with the Insurance, provided the amount of the bill is within the admissible limit. The member/heir/heirs will, however, have to pay any amount in excess of the admissible limit in the bill.

4.2.4 The updated brochure of the Insurance Company indicating the list of hospitals and approved course of treatment of surgical/non-surgical ailments shall be made available to each member once the same is made available to this office.

#### **4.3 Separation before superannuation**

4.3.1 The cases of the employees who separate from the Company on their own before attaining the age of superannuation shall not be covered by this Scheme except those covered under clauses 2.2, 2.3 and 2.4;

4.3.2 Separating employees will have to leave the Company with prior permission of the Company and proper release order, otherwise they will not be entitled to get the benefits. On separation from the Company, they would not indulge in any activity, which is prejudicial to the interest of the Company, in which case, their coverage under the Scheme will be discontinued. The Company's decision in the matter shall be final and binding.

#### **6.0 Amount of Coverage**

The amount of maximum total benefit available under the basic Policy for hospitalization treatment will be as under:

(a)Rs. 5.00 lac for Family (i.e., self, spouse and Children, as applicable) for executives; and

(b)Rs. 3.00 lac for Family (i.e., self, spouse and Children, as applicable) for non-executives.  
(Amended vide 306<sup>th</sup> Board meeting held on 25-06-2021; circular no P&T/01/002/82/244 dated 01-09-2021)

**6.0 SUBMISSION & PROCESSING OF CLAIM :**

- 6.1 The Member shall intimate to the Trust as well as the Regional/Branch Office of the Company anywhere in India and nearest to the station where the Member or in case of his/her death, the spouse settles down about his/her place of stay, nearest office for lodging the claim along with his last pay drawn. The retired employee, for the purpose, shall, immediately on retirement, inform the Personnel Department the address of such station as well as his preference for Regional/Branch Office to get reimbursement
- 6.2 The claim for reimbursement should be submitted to his/her nearest Regional/Branch/Head office as the case may be in prescribed form along with all bills, documents, reports, cash memo, release order from hospital in case of hospitalisation and other documents as are required to substantiate his/her claim. On receipt of claim by the Trust, the claim will be finally processed and will be remitted to office where the claim was submitted.

**7.0 Payment of the amount of Premium for the coverage**

- 7.1 The amount of premium is to be paid *annually*. The amount will vary at the discretion of the Insurance Company from time to time. On attaining the age of 59 years, each employee opting to be covered under the Scheme will be required to pay 15% of the annual premium and the balance amount will be paid by the Trust. All employees shall inform the Personnel Department of his/her intention to be covered by the scheme through respective Controlling Officers at least 6 months before he/she becomes eligible to be covered under the Scheme. The Personnel Department, in turn, shall intimate the Trust of the same. Thereafter, he/she should execute all such documents for this purpose as may be directed by the Trust.
- 7.2 An employee covered under the scheme cannot unilaterally withdraw from the scheme at any stage without the permission of MSTC and the Trust. If an employee already covered under the scheme goes on deputation to any other organisation or is transferred to any other PSU/Govt. Department, benefits of the scheme shall be governed by terms and conditions of such deputation/transfer and provisions of this Scheme.

**8.0 Special Provisions**

- 8.1 Retired employees covered under the earlier Post Retirement Medical Benefit Scheme for Already Retired employees (ref: Circular No. P&T/01/057/88/267 dated 17.1.1995 ) who were not extended the benefit of hospitalisation treatment can also opt for coverage under this Scheme, subject to other provisions of the same;
- 8.2 All others employees including employees who have retired either on superannuation or voluntary retirement and already covered by any other Post Retirement Medical Benefit Scheme of the Company will have the option to be covered under this Scheme, provided he/she bears the cost of withdrawal from the previous Insurance Policy (of Unit Trust of India or New India Assurance Co. Ltd.) subject, however, to the other provisions of the Scheme.

8.3 \*deleted vide 302<sup>nd</sup> Board meeting held on 14.12.2020; circular no P&T/01/57/80/1360 dated 12.01.2021

9.0 **Insurance Policy**

9.1 The Group Policy will be issued in the name of the Trust, and the beneficiaries will be the individual employees covered by the Policy.

10.0 **Tenure**

10.1 The scheme comes into effect on and from 1.1.2009.

11.0 **Amendment**

11.1 The scheme is subject to change in accordance with the requirements of the Insurance Company.

11.2 The Scheme is liable to be altered/amended at the discretion of the Chief Executive of the Company without any notice and without assigning any reason therefor. Powers of interpretation of any provision of the Scheme rest with the Chief Executive.

11.3 The Company reserves the right to withdraw/cancel the Scheme at any time without assigning any reason whatsoever and without notice.





Ref No. P&amp;T/01/057/94/933

17-1-2003

## **C I R C U L A R**

### **SCHEME FOR POST RETIREMENT MEDICAL BENEFITS-2002**

Consequent upon suspension of operation of the 'Senior Citizen Unit Plan' by the Unit Trust of India w.e.f. 1<sup>st</sup> July, 2000, the Post Retirement Medical Benefit Scheme of the Company had also to be suspended. However, the employees already covered under 'SCUP' continue to get the benefits from UTI as per the former Scheme.

The Board of Directors, in its 204<sup>th</sup> meeting held on 24.09.2002 has approved a new Scheme known as the '**Scheme for Post Retirement Medical Benefits – 2002**' for the employees not already covered under the previous Scheme. The Scheme comes into force with effect from 24.09.02.

The Scheme is annexed hereto for information of all employees.

Every interested employee may inform the Personnel Department of his/her intention to be covered by the scheme through respective Controlling Officers at least 6 months before he/she becomes eligible to be covered under the Scheme, provided he/she has not completed 56 years of age. Personnel Department will make available a copy of the application form together with brochure issued by the New India Assurance Company pertaining to Bhavishya Arogya Provident Mediclaim Insurance governing the rules and regulations of treatment in hospitals specified by the said Insurance Company anywhere in India. Thereafter, he/she will be required to submit the form prescribed for the purpose duly filled in and signed to Personnel Department along with his/her share of the premium in cash or a/c payee cheque drawn in favour of MSTC Limited on any nationalised bank payable at Kolkata. Employees in the Regions/Branches may deposit the money in the respective offices and send the money receipt along with the application. If there is any change in the Insurance Policy in any respect, the same will be communicated to the individuals.

For any further information/clarification pertaining to the Scheme, employees may contact the Personnel Department.

**( AMITA SAHA )**  
**MANAGER(P&A)**



**ENTITLEMENT FOR DOMICILIARY TREATMENT OF RETIRED EMPLOYEES  
(W.E.F. 01.12.2012)**

(Amended vide circular No P&T/057B/88/1123 dated 25.11.2012)

In partial modification to the Schemes for post Retirement Medical Benefits 1993 & 2002, The Board of Directors, in its 227<sup>th</sup> Meeting held on 25-2-2008 has approved ***enhancement of the ceiling limits got reimbursement of the cost of domiciliary treatment as indicated below :-***

| Category                                                                 | Ceiling for reimbursement/ per annum                                                |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Employees who retired/ separated <b>before 1.1.1987</b>                  | <b>350%</b> of (Basic+ DA+VDA) drawn monthly on the date of cessation of service    |
| Employees who retired/ separated <b>between 1.1.1987 and 31.12.1991.</b> | <b>250%</b> of (Basic + DA + VDA) drawn monthly on the date of cessation of service |
| Employees who retired/ separated <b>between 1.1.1992 and 31.12.1996</b>  | <b>175%</b> of (Basic + DA + VDA) drawn monthly on the date of cessation of service |
| Employees who retired/ separated <b>between 1.1.1997 and 31.12.2006</b>  | <b>100%</b> of (Basic + DA + VDA) drawn monthly on the date of cessation of service |
| Employees who retired / separated <b>after 1.1.2007</b>                  | <b>100%</b> of (Basic + DA+ VDA) drawn monthly on the date of cessation of service  |

Further, all retired/ separated employees shall be permitted to take continuous treatment ***up to 1 (one) year*** in place of 8 (eight weeks for a particular disease. In other words, the same prescription advice of the doctor can be presented for reimbursement up to a period of one year.

This is in super session to Circular No. P&T/01/057/88/1020 dated 11-3-2008.

The above modifications shall be effective from **1<sup>st</sup> December, 2012.**



## **MSTC EMPLOYEES' PENSION SCHEME**

### **1. Title**

The Scheme will be called "MSTC EMPLOYEES' PENSION SCHEME ".

### **2. Coverage**

The Scheme will cover regular executives of the Company, at Board level and below Board level, who were/are on the rolls of the Company as on 01/01/2007 and onwards and non-executives who were/are on the rolls of the Company as on 01/01/2012 and onwards.

### **3. Defined Contribution Plan**

The Scheme will be under Defined Contribution Plan, wherein the pension contribution from the Company to the Fund will be defined within the prescribed percentage. The pension corpus of the member /beneficiary shall depend upon the accumulated contribution in the Fund and the applicable outflow as defined under the Scheme, at the time of prescribed separation.

### **4. Eligibility for pension corpus**

The following categories of employees are eligible for pension corpus from the Company:

- 4.1 Regular employees of the Company who retired/resigned from the Company on or after 1.1.2007 (for executives) & 01.01.2012 (for non-executives), but before 01.01.2017 with minimum 15 years of service. Those who are retiring/ resigning on or after 1.1.2017, the 15 year stipulation shall not be applicable.
- 4.2 Death cases on or after 1.1.2007 (for executives) & 01.01.2012 (for non-executives), with or without 15 years of service in the Company.
- 4.3 Lateral entrants to the company, for whom past service in the other PSUs but individual pension corpus from MSTC will be only for the entire service rendered in MSTC, on superannuation or death while in service or death while in service on or after 1.1.2007 (for executive) & 1.1.2012 (for non-executive)
- 4.4 In the event of any employee resigning from the services of MSTC and joining another CPSE having broadly similar schemes, the entire amount of employer's and employee's contribution along with interest accrued thereon, shall be transferred to such CPSE.
- 4.5 MSTC Employees on deputation / lien to other PSUs, Government Departments etc. when their salary payments are made by the borrowing organization, will be eligible for the period of such deputation / lien provided such employees join back MSTC and superannuate or retire from MSTC.  
The borrowing organization of the individual or the individual himself / herself in such cases, should contribute to MSTC the prescribed % of Basic + DA towards pension corpus. In the event of not receiving the payment as above, for the deputation / lien period, such period will be treated as "dies-non" for calculating the pension corpus for such individuals.
- 4.6 In case of death of the employee on deputation/ lien, his/her case will be covered as per the norms below:
  1. The period of service rendered in MSTC plus deputation/lien period for which contribution has been received as aforesaid will be counted for the purpose of computation of pension corpus.
  2. In case contribution for the deputation/ lien period/ service is not received, such period will not be reckoned for computation of pension corpus.

- 4.7 On deputation of MSTC, the period of service rendered in MSTC on absorption alone will be counted for pension corpus.
- 4.8 Severance of service by the employee on account of dismissal/removal will not be eligible under the Scheme.

## **5. Operation of Scheme**

- 5.1 The MSTC Employees Pension Fund, a Trust, as approved by CMD, will be responsible for the Administration of the Scheme, receive Company's contribution and facilitate payment of individual pension corpus for purchase of Annuity, as per the provisions of the pension Scheme read with Rules as approved by the Company from time to time.
- 5.2 The Company's contribution for pension, from out of 30% of Basic + DA of all regular employees of the Company, after allocation towards PF, Gratuity and Post Retirement Medical Benefit Scheme, will be transferred to the MSTC Employees Pension Fund. The Trust will be governed by the Trust Deed. The Administration of the Scheme will be done by the Trust, based on the Rules and Regulations of the Fund / Trust, which will be based on the Scheme. Pension scheme will be National Pension System (NPS) which is a deferred contribution pension scheme regulated by the PFRDA and M/s Stock Holding Corporation of India (SHCIL) will act as Point of Presence (PoP).
- 5.3 The Individual pension corpus will be utilized by the eligible employee/nominee (as defined in the Rules and Regulations) for purchase of Annuity offered by the Insurance Company(ies) indicated from time to time.
- 5.4 In case of eligible employees, option of purchasing annuity or payment of pension amount payable under admissible extent of the pension scheme, may be provided to the individual to enable him/her to decide the preferred option of investing.

## **6. Company's contribution/Inflow**

- 6.1 The Trust will maintain an Account for all the eligible employees, on account of whom the contribution is transferred by the Company, where the Company's contributions, with interest, will get accumulated.
- 6.2 Initially, the Company shall contribute to the Trust / Fund an amount at the approved rate of 09.00% of Basic Pay + DA per annum of the executives respectively on the rolls of the Company as on 1.1.2007 till 31.03.2018. For non-executives, rate of initial contribution will be 6 % Basic Pay + DA per annum from 1.1.2012 till 31.03.2018. Henceforth, this percentage contribution towards pension fund in respect of executives is to be reviewed every year to ensure that the contribution of the Company towards the four superannuation benefits such as PF, Gratuity, Post-retirement medical benefit (MSTC PR MBS) and pension remain within the overall ceiling of 30% of Basic + DA of all regular employees. However, contribution towards pension fund in respect of non-executives will continue to be @ 6% until revised further. In case of loss in a particular year, the Board of Directors shall decide on the rate of contribution to the Fund.
- 6.3 The initial contribution as mentioned at 6.2 will be transferred as lump sum to the Trust.
- 6.4 Thereafter, such contribution shall be made to the Fund before the end of the accounting year of the Company viz., 31st March of every year.
- 6.5 Option would be given to every employee to contribute any amount as voluntary contribution to his/her pension corpus.  
For contribution of additional amount voluntarily as above, a written consent is required to be made by the employee at the beginning of the financial year. The consent so given will be mandatory

for the entire financial year unless the employee is separated from the service of the Company.

- 6.6 In case of wages getting revised from a retrospective date due to Wage Revision, the effective date for Company's contribution to the Fund on revised wages for calculation of individual pension corpus will be as per the sole discretion of the Company.

**7. Individual pension corpus/Outflow**

- 7.1 The Individual pension corpus will be determined depending upon the accumulations and the interest earned on such accumulation based on the experience of the Fund.
- 7.2 Any sum forfeited, if any, to the Trustees under the Rules will be credited to a separate account called the 'Surplus Account' and utilized in part or full payment of Ordinary Annual Contribution payable in any year under the scheme by the Company.

**8 Pension pay-out**

- 81 For the purpose of payment of pension to the employee I beneficiary, the Annuity shall be purchased from Annuity provider(s) opted by the beneficiary, within the Annuity Provider(s), at the time of receipt of Individual pension corpus as per eligibility.
- 82 The Annuities shall be payable and paid only in India.

**9 General Conditions**

- 91 On announcement of the Scheme, every employee on the rolls of the Company shall appoint one or more person of his/her family as Beneficiary or Beneficiaries under the Rules, to receive the benefits hereunder, in the event of the death of the Member. Similarly, every individual on joining the Company as a regular employee shall submit the prescribed nomination form. If a member acquires family after the date of nomination, the earlier nomination shall become invalid and he/she will have to give a fresh nomination within 30 days' time.
- 92 All the conditions regarding nominations, eligibility of employees against whom Disciplinary action has been initiated/pending conclusion, etc. will be as stipulated in the Rules and Regulations of the Scheme.
- 93 Payment of individual pension corpus under this Scheme is subject to employee vacating Company owned/ leased accommodation as per Company rules and payment of all outstanding dues to the Company as elucidated in Rules & Regulations.
- 94 Income tax liability, if any, on the monthly pension will be met by the beneficiary.

**10 General Conditions**

- 101 Any interpretation I clarifications on the pension scheme will be approved by Director (Finance), whose decision shall be final and binding.
- 102 CMD has the powers to approve any minor modifications / amendments in the pension scheme in consultation with Director (Finance) in future, within the broad guidelines of DPE.

**11 Applicable Law**

- 111 This Scheme shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of Courts at Kolkata, India.



Rules & Regulations of MSTC Employees' Pension Scheme and  
MSTC Employees Pension Fund

A. DEFINITION:

In these Rules, where the context so admits, masculine shall include feminine, singular shall include plural and vice versa and the following words and expressions shall, unless repugnant to the context, have the following meanings :

- 1 "Age of Superannuation" shall mean the age of 60 years or any retirement age, as decided by the Company from time to time, on attainment of which a member shall be entitled to superannuation pension or annuity.
- 2 "Beneficiary/Nominee" shall mean the employee at the time of retirement and, in case of his death, the spouse failing which sons / daughters (including widow or divorcee daughter) failing which parents failing which brothers / sisters (including widow / divorcee sisters), failing which legal heir of the member.
- 3 "Company" shall mean MSTC Limited (hereinafter referred to as "the Company" or "MSTC") and its successors or assigns.
- 4 "Contribution" means an amount credited by the company as employer's contribution to the individual account of an employee in terms of these Rules.
- 5 "Effective Date" shall mean 1<sup>st</sup> January, 2007(for executives) & 1<sup>st</sup> January, 2012(for non-executives) in relation to the employees who were on the rolls of the company on that date and, in relation to the employees recruited thereafter, the date of joining the company.
- 6 "Eligible Employee" shall mean an employee who is fulfilling eligibility criteria set forth in Clause 4 of the MSTC Pension Scheme.
- 7 "Employee" shall mean employee on the rolls of the Company and shall be deemed to include a whole time bona fide Functional Director.
- 8 "Functional Director" shall mean whole time directors of the Company.
- 9 "Member" shall mean an employee of the Company who has opted to become a member and has been admitted as a member to the Fund in accordance with the Rules but shall not include an employee who, having been admitted as a member, has subsequently retired or ceased to be in employment of the Company by virtue of dismissal, resignation, retrenchment or otherwise.
- 10 "Salary" shall mean the basic salary plus dearness allowance.
- 11 "Service" shall mean continuous and unbroken service rendered by an employee including a Functional Director with the Company since his joining the company.
- 12 "Service Rules" shall mean the MSTC Conduct, Discipline & Appeal Rules, 1980 and certain other Conditions of Service Rules framed and implemented by the Company in relation to terms and conditions of service of its Employees.

- 13 "The Rules" shall mean the Rules herein contained and any amendment(s) thereof for the time being in force and may be referred as "these Rules" or "the Rules".
- 14 "Trust" shall mean the trust under which the Fund is established and includes trust deed.
- 15 "Trustees" shall mean and include the Trustees of the Fund called 'MSTC Employees Pension Fund'.
- 16 "Trust Deed" shall mean the Trust Deed executed by the Company and the Trustees for the purpose of administering the Scheme in accordance with the provisions thereof and shall include any amendments made thereto by appropriate variation.
- 17 "NPS" shall mean National Pension Scheme being regulated by the Pension Fund Regulatory and Development Authority (PFRDA), a statutory body mandated by the Act of Parliament to promote, develop and regulate the National Pension System(NPS).

#### B. ELIGIBILITY:

- 1 Qualifying period of service, for eligibility and calculation of pension corpus should be continuous without break in service.
- 2 Service rendered by an employee as a Trainee will qualify for eligibility and calculation of pension corpus.
- 3 The period of unauthorized / un-regularized absence will not qualify for eligibility and calculation of pension corpus.
- 4 The period of suspension if not treated as duty will not qualify for eligibility and calculation of pension corpus.
- 5 An employee whose services are severed on account of dismissal/ removal will not be eligible for pension corpus.
- 6 An employee against whom a disciplinary proceeding, by issue of charge memo for major penalty, has been initiated and is pending on the date of superannuation will not be eligible for pension corpus till conclusion of disciplinary proceedings and the benefit shall resume on clearance (In case of dismissal, no fund shall be transferred by the company to the fund or the contribution can be reduced/ withdrawn from the annuity service provider).

##### Penalty including Removal & Dismissal:

The cases of Compulsory Retirement, Removal or dismissal would be dealt with as per the Conduct, Discipline and Appeal(CDA) Rules of MSTC, as amended from time to time and no amount is payable to the beneficiary in such case. The accumulated balance would be refunded by the LIC or such other designated annuity saving service provider (as opted by the member) as the case may be.

- 7 An employee against whom criminal prosecution for moral turpitude is pending on the date of superannuation will not be eligible for pension corpus till conclusion of trial. If convicted, the employee will not be eligible for pension corpus.
- 8 An employee or his/her family residing in Company quarters or in Company leased/ hired accommodation and does not vacate the accommodation as per rules on superannuation will be eligible for pension corpus only on vacation of the quarter or termination of lease without any liability on the Company.
9. An employee or his/her family residing in Company quarters and not vacating the same beyond the permissible period, if any, will be eligible for pension corpus only on conclusion of eviction proceedings under applicable Act and payment of all dues to the Company.
10. An employee who has filed a case against the Company in any court of law will be eligible for pension corpus only on conclusion of the court case.

11. An employee or his family member who does not clear the dues of the Company on superannuation or death will be eligible for pension corpus only after clearing dues from the Company.
12. In regulation 6, sub-regulation (c) of PFRDA (Exits and Withdrawals under the National Pension System) (Fourth Amendment) Regulations, 2018 w.e.f. 18.05.2018 mentions Conditions to apply for exit and withdrawal which is as :  
 The President of India or the Governor of a State, or the head of the organisation, in respect of a body corporate or other entity under the ownership and control, either of the central government or any state government or a government company, as the case may be, if so specifically provided in the service rules, governing the terms of employment of the subscriber with it, reserves the right of withholding the part of pension wealth, accumulated through co-contributions made by the Central Government or the State Government or any entity under the ownership and control, either of the central government or any state government or a government company, as the case may be, as employer to the Tier-I account of the National Pension System account of the subscriber and the investment income accruing thereon, for the purpose of recovery of the whole or part of any pecuniary loss caused, provided such loss is established, in any departmental or judicial proceedings, initiated against such subscriber by the employer concerned.  
  
 Such right of withholding shall have to be exercised prior to the date of superannuation of the subscriber, pursuant to a notice to be given to the National Pension System Trust or an entity to whom such authorization has been given, and seeking to withhold the said pension wealth of such subscriber. Upon such right of withholding being validly exercised:-
  - (i) the pension wealth which are payable under the National Pension System shall not be paid to such subscriber until the conclusion of the departmental or judicial proceedings, as the case may be and subject to the final orders, passed in such proceedings.
  - (ii) the amount withheld as specified in sub-clause (i) shall remain subscribed to the scheme in the mode and manner in which it was held prior to resorting to such action by the employer specified, and the final settlement of the withheld amount shall be made by the National Pension System Trust, or any intermediary or other entity, authorized for this purpose by the Authority, in normal course within ninety days of the receipt of an appropriate order from the concerned employer;
  - (iii) the amount withheld becomes payable to the subscriber on the final settlement, as certified by the employer specified, which has sought withholding of such benefits, and shall be paid to the subscriber as soon as possible and in no case beyond ninety days of receipt of the final order by the National Pension System Trust or any other entity or person, authorized for the purpose by the Authority.
13. The Conduct, Discipline and Appeal (CDA) Rules of MSTC, as amended from time to time will be fully complied in addition to the Pension Scheme under NPS which is being regulated by PFRDA.

#### C. PENSION CORPUS

- 1 On superannuation, the employee alone will be eligible to get the benefits under the Scheme and no member of his/her family shall have any claim on the same.
- 2 On announcement of the Scheme, every employee on the rolls of the Company shall appoint the Beneficiary/ Nominee as defined above, to receive the benefits hereunder. Similarly, every individual on joining the Company as a regular employee shall submit a nomination form, in the prescribed format. If a member acquires family after the date of nomination, the earlier nomination shall become invalid and he/she will give a fresh nomination within 30 days' time. The nomination shall be given in duplicate and one copy duly acknowledged will be given to the member.
- 3 The Beneficiary/Nominee, as per nomination given by the employee, becomes entitled to pension corpus only in the event of death of the employee while in service. Where the nominee is more than one (in absence of spouse), the amount of pension corpus will be distributed in the ratio mentioned in the nomination form by the member.



4. In the absence of any beneficiary/nominee under the Employees' Pension Scheme, the pension corpus will be distributed among the legal heirs as per the Nomination forms submitted by the employee under Employees' Provident Fund (EPF) Scheme.
5. Under no circumstance, the individual pension corpus will earn any interest from the Trust or MSTC or Insurance Company. On transfer of the pension corpus to the Annuity provider, pension will be paid to the Annuity purchaser.
6. In respect of executives who have retired during 01.01.2007 and non-executives who have retired during 01.01.2012 till the date of implementation of the Scheme, the option of purchase of annuity or payment of amount payable under admissible extent against Scheme may be provided to the individual to enable him/her to decide the profitable mode of investing the prevailing amounts accrued at the time of retirement, as the returns on pension fund vis-a-vis tax liability may vary employee to employee depending on the post-retirement annual income and applicable income tax slab.
7. Under any circumstance, if the pension payout is less than the minimum pension per annum, the amount will be refunded, subject to tax.

#### D. APPOINTMENT OF BENEFICIARY/ NOMINEE

1. Every appointment made under this Rule shall be in writing, signed by the Member and attested by two witnesses and shall be in the prescribed form and shall remain in full force and effect until the death of the Beneficiary or until the same has been revoked in writing by the Member, by whom the same was made and a fresh appointment made in the manner aforesaid.
2. A Member may, from time to time or at any time without the consent of the Beneficiary/ Nominee, if any, revoke or change the nomination by giving a written intimation of change to the Company in the prescribed form. The new nomination shall take effect on the date the revised nomination was signed.
3. If a Beneficiary / Nominee at the time of his appointment is a minor or otherwise under disability, not competent to give a legal receipt or discharge to the Trustees the Member must at the time of such appointment as aforesaid appoint a guardian who has attained majority and who is capable of giving a legal receipt or discharge to the Trust as and when & to whom the benefits are to be paid for and on behalf of such Beneficiary so long as the beneficiary is minor or under disability.  
Explanation: The guardian(s) so appointed shall be liable to the minor or person with disability and no liability will be on the Trustees or the Company.
4. If more than one Beneficiary is appointed and in such appointment the Member has failed to specify their respective share, the Beneficiaries so named shall share equally. If any designated Beneficiary predeceases the Member, the interest of such Beneficiary shall terminate and his share shall be payable equally to such of the remaining of the Beneficiaries surviving the Member unless the Member has made written request otherwise to the Trustees in the prescribed form.
5. If a nominee who in the event of death of the member is eligible to receive the pension corpus of the deceased member is charged with the offence of murdering the member or abetting in the commission of such an offence, his or her claim to receive the share of the corpus shall remain suspended till the conclusion of criminal proceedings. If, on conclusion, the person is convicted he/she shall be debarred from receiving the share. In such an event his/her share will be distributed to other beneficiaries. If acquitted, his/her share will be payable without any interest.

#### E. ANNUITIES

1. The Annuities for pension to the individual will have to be purchased only from the Annuity providers empanelled by the Trust / Company.
2. The MSTC Employees' Pension Fund shall authorize the Individual pension corpus for the eligible

employee / Beneficiary in terms of the Rules of this Scheme, at the time of superannuation / retirement / death.

- 3 The pension corpus authorized by the MSTC Employees' Pension Fund will be intimated to the Fund Managers, and/or Annuity Provider.
- 4 Annuity will be effective from the prospective date of authorization of pension corpus and purchase of the Annuity by the Employee / Beneficiary and the Employee / Beneficiary shall not be entitled to claim pension from backdate.
- 5 The Employee / Beneficiary will give an option under the Scheme to select one or two Annuity Providers for purchase of Annuity.
- 6 The Annuity options along with applicable rates indicated by empanelled Annuity providers will be on a monthly basis and valid till the end of the month.
- 7 A Beneficiary shall have the option to add any of his/her own lump sum contribution, directly to the Annuity provider while purchasing the Annuity out of the pension corpus.
- 8 After purchase of Annuity and disbursement of pension, any query or complaint on the same will have to be taken up by the Beneficiary directly with the concerned Annuity Provider. The Trust / Company will not have any liability to resolve / remedy such complaints / query. In case the query / complaint of the Beneficiary is not redressed by the Insurance Company, the Beneficiary will be free to take up the matter with Insurance Ombudsman or any other channel as per his/her choice. (viz Consumer Court, courts, IRDA etc.).
- 9 All conditions for periodicity of payment of pension, return of capital etc. will be as per Annuity Options chosen by the Beneficiary.
- 10 The Annuity Option once chosen cannot be changed and it shall be final and binding on the Beneficiary.
- 11 MSTC is not a guarantor for any Annuities purchased under these Rules. In the event of the Annuity provider opting to withhold any benefits in respect of any of the contracts under such Annuities that they may have issued owing to circumstances beyond their / MSTC's control or otherwise, MSTC shall be under no liability whatsoever to any Beneficiary entitled to the benefits secured by such Annuity or Annuities.

F. Miscellaneous

- 1 The Company reserves the right to vary the Contributions to be made under the Scheme at any time, based on the Actuarial evaluations.
- 2 The Company reserves the right to discontinue making Contributions to the Scheme at any time, after giving three months' notice in writing to the Trustee, employees and Insurance Companies ( Fund Managers and Annuity Providers).
- 3 The Company may also at any time amend the Rules of the Scheme. Such amendments shall always have effect from the date on which the applicable notices have been served.
- 4 No such amendment shall affect in anyway pensions already paid by the Annuity Provider.
- 5 In the event of winding up of the Trust / Fund, the Trustees shall, after obtaining prior permission from the Commissioner of Income Tax, make such arrangement with the Insurer as to provide, in the first instance, i) for the payment of pension in respect of the Members / Beneficiaries for whom contributions have been received from the Company, before the date of winding up and (ii) who have become entitled to receive Individual pension corpus. The Trustees shall then, after

providing for the payment of all costs and expenses of winding up, utilize the balance amount standing to their credit in the running account held by the Insurer, in proportion to the benefits accrued for the Members on the date of winding up, for securing pensions and/or other benefits of the same nature as specified in the Rules to such persons as may then be Members of the Scheme or to their Beneficiaries, as the case may be, irrespective of whether or not such Member or Beneficiaries have become entitled to the benefits under the Scheme.

- 6 In the event of the Company being wound up/or dissolved for the purpose of reconstruction, reconstitution or amalgamation with any other Company, Firm or Association, the Trustees may make such arrangements or enter into such agreements as they in their discretion shall deem fit for the continuance of the Trust in connection with such reconstructed, reconstituted or amalgamated Company. Firm or Association. PROVIDED ALWAYS THAT no arrangements or Agreements under this clause shall be entered in without obtaining the prior approval of the Commissioner of Income Tax.
- 7 **DEDUCTION OF SUMS DUE TO INCOME TAX AUTHORITIES**  
In any case, where the Trust or the Insurer is liable to account to the Income Tax Authorities for Income Tax on any payment due under the Scheme the Trustees or the Insurer shall deduct a sum equivalent to such tax from such payment and the Insurer or the Trust shall not be liable to MSTC or Members for the sum so deducted.
- 8 **RESTRAINT ON ANTICIPATION OR ENCUMBRANCE**  
Under no circumstances, the pension corpus is liable to attachment or cannot be assigned, charged or alienated in any manner except clause B.6 of the rules & regulations of the Scheme. The pension corpus will be utilized only for the purpose of purchase of Annuity for payment of pension by the Insurance Company as per the provision made in Eligibility criteria mentioned at Para-B of the Rules & Regulations of the Pension Scheme.
- 9 **Applicable Law**  
These Rules and Regulations shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of Courts at Kolkata.

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## **PUNCTUALITY AND ATTENDANCE**

(Compilation of Circulars & Office Orders)

### **I. Circular No. P&T/01/114(4)/87/6414 dated: 30.12.87**

All employees are expected to maintain strict punctuality and report for duty at 10-00 a.m.\* sharp. A grace of 10 minutes has traditionally been allowed, after which employees reporting for duty are marked late. While most of the employees do maintain punctuality in attendance, it has been noticed with regret that a small number of employees are habitually reporting late for duty. There has been no improvement in their conduct in this regard in spite of having been advised and warned repeatedly. To enforce strict punctuality in attendance, it has, therefore, been decided that –

- 1) All employees must report for duty by 10-00 A.M. (9.30 A.M. for executives)
- 2) A grace of 10 minutes as usual will be allowed, after which employees reporting for duty will be marked late;
- 3) No employee shall be allowed to join duty if he/she reports for duty after 11-00 A.M (10.30 A.M. for executives);
- 4) Late attendance may be allowed on reasonable ground for not more than two occasions in a month; and
- 5) For each three late attendance in a calendar month one day's Casual Leave will be forfeited.

The above will be without prejudice to any action that may be taken under the relevant provisions of the MSTC Ltd., CDA Rules, 1980.

This will come into force from 1<sup>st</sup> January 1988.

\*Working hours for executives changed to 9.30 a.m. to 6.00 p.m with half hour lunch interval at 1.30 p.m. w.e.f. 4.9.2000.

(Office order no.P&T/15/025/90/401 dated 01.09.2000)

### **II. Circular.No.P&T/18/010/90/509 dated: 03.02.90**

The need for ensuring punctuality, prompt disposal of work, discipline, etc. by our executives has been emphasized more than once. Recently this question, particularly of

### III. CIRCULAR NO. P&T/15/057/18/550 DATED 01-10-2018

कॉर्पोरेट कार्यालय तथा सभी क्षेत्रों और शाखाओं में बायोमीट्रिक उपस्थिति रिकॉर्डिंग प्रणाली स्थापित की गई है। बायोमीट्रिक उपस्थिति रिकॉर्डिंग सिस्टम के उपयोग के लिए दिशानिर्देश नीचे उल्लिखित हैं। Biometric attendance recording system has been installed at all Regions, Branches and Corporate office. The guidelines for the use of biometric attendance recording system are enumerated below:

#### A. सामान्य निर्देश/ General Instructions:

##### a. कार्यालय समय/ Office Timing:

कार्यकारी अधिकारी / Executive 09:30 A.M. to 06:00 P.M

गैर कार्यकारी /Non-Executives 10:00 A.M. to 05:00 P.M

सभी कर्मचारियों के लिए लंच ब्रेक 1.30 पीएम से 2.00 पीएम तक / Lunch break from 1.30 p.m. to 2.00 p.m. for all employees.

- b. 10 मिनट के अनुग्रह समय के बाद कर्मचारियों को नीचे दिए गए समय के बाद स्वचालित रूप से देर और फिर अनुपस्थित चिह्नित किया जाएगा/ Employees punching after grace time of 10 minutes will be automatically marked late and thereafter absent after the time as given below:

|                                | देर से / Late   | अनुपस्थित /Absent |
|--------------------------------|-----------------|-------------------|
| कार्यकारी अधिकारी / Executives | After 09:40 A.M | After 10.30 a.m.  |
| गैर कार्यकारी /Non-Executives  | After 10:10 A.M | After 11.00 a.m.  |

- c. उचित कारण पर देर से उपस्थिति की अनुमति को एक महीने में 2 (दो) मौकों से अधिक नहीं दी जा सकती है। एक कैलेंडर माह में प्रत्येक 3 (तीन) देर से उपस्थिति के लिए 1 आरामदायक छुट्टी (सी एल) जव्त किया जाएगा। Late attendance on reasonable grounds may be allowed for not more than 2(two) occasions in a month. For each 3(three) late attendance in a calendar month 1 Casual Leave (CL) shall be forfeited.

#### B. बायोमीट्रिक उपस्थिति दिशानिर्देश और निर्देश/ Biometric Attendance Guidelines and instructions:

- a. सभी कर्मचारियों को कार्यालय में आने और कार्यालय छोड़ने के समय, बिना किसी अपवाद के, फिंगरप्रिंट द्वारा अपनी उपस्थिति पंच करना होगा। इस तरह की उपस्थिति को मासिक वेतन के लिए गिना जाएगा। All employees are required to punch in their attendance by fingerprint everyday on arrival to office and at the time of leaving the office, without any exception. Such attendance shall be counted for the purpose of salary for the month.
- b. एक कर्मचारी की दर्ज उपस्थिति 'पैरोल' में 'छुट्टी' के तहत पीएनए पोर्टल में रिपोर्टिंग अधिकारी तथा कर्मचारी द्वारा देखी जा सकती है। The recorded attendance of an employee can be seen by the Reporting Officer & employee in PNA portal under 'Leave' in 'Payroll'.
- c. कार्यालय से देर से आगमन तथा कार्यालय से जल्दी प्रस्थान के लिए, नियमित रूप से 7 (सात) कार्य दिवस और नवीनतम अगले महीने के तीसरे तारीख के भीतर 'पैरोल' में 'छुट्टी' के तहत 'बायोमेट्रिक उपस्थिति' से पीएनए सॉफ्टवेयर के माध्यम से उपस्थिति प्रणाली में "नियमितकरण प्रकार" आवेदन करना अनिवार्य है। For regularizing late arrival to the office and early departure from the office, it is mandatory to apply "Regularization type" in the attendance system through PNA software from 'View Biometric Attendance' under 'Leave' in 'Payroll', within 7(seven) working days and latest by 3<sup>rd</sup> of the following month.



- d. यदि दिन के पहले भाग में आधा दिन आरामदायक छुट्टी का लाभ उठाते हैं, तब कर्मचारी को 2 p.m. बजे तक कर्तव्य के लिए रिपोर्ट करनी होगी। दिन के दूसरी पारी के लिए छुट्टी का उपयोग करने वाले कर्मचारी 1.30 पीएम के बाद कार्यालय छोड़ सकते हैं। In case a Half day Casual Leave is availed for the first half of the day, the employee must report for duty by 2.00 p.m. Employee availing leave for second half of the day may leave after 1.30 p.m.
- e. कर्मचारी 'नियमितकरण प्रकार' में आवेदन तथा 'कारण / टिप्पणी' के तहत किए गए कार्यों का विवरण रिकॉर्ड करके रिपोर्टिंग अधिकारी को अपनी देर से रिपोर्टिंग / अनुपस्थिति को नियमित नियमित करने के लिए आवेदन करेंगे। विशिष्ट कारण / असाइनमेंट / कर्तव्य की जगह का उल्लेख किया जाना चाहिए जो बदले में एचओडी द्वारा प्रमाणित किया जाएगा। "मशीन फॉल्ट", "डेटा लॉस" इत्यादि जैसे कारण अनुपस्थिति का नियमितकरण के लिये वैध नहीं माना जायेगा। Employees shall regularize his/her late reporting/ absence by applying in the 'Regularization type' and duly record the details of the work undertaken under 'Reason/ Remark' to the reporting officer. Specific reasons/ assignments/ place of duty is to be mentioned which in turn shall be certified by the HOD. Regularization of absence sought for reasons like "Machine Fault", "Data Loss" etc. shall not be taken as valid reasons for absence.
- f. छुट्टी आवेदन के द्वारा अनुपस्थिति के नियमितकरण, मौजूदा प्रक्रिया अनुसार छुट्टी पुस्तक के माध्यम से ही जारी रहेगा। For regularization of absence by applying for leave, one has to apply through leave book as per the existing procedure.
- g. शुरुआत में एक महीने तक, यानी 7 नवंबर, 2018 तक, कर्मचारियों को सुचारु संक्रमण के लिए बायोमेट्रिक उपकरण में उनकी उपस्थिति दर्ज करने के अलावा कार्यालय / मंजिल के उपस्थिति रजिस्टर में अपनी उपस्थिति दर्ज करनी होगी। Initially up to one month, i.e. until 7<sup>th</sup> November, 2018, employees will be required to register their attendance in the attendance register of the office/floor, in addition to punching in their attendance in the Biometric device for smooth transition.
- h. यदि किसी कर्मचारी को पंचिंग के समय किसी भी त्रुटि / समस्या का सामना करना पड़ता है, तो स्थानीय स्तर पर मुद्दा हल किया जाना चाहिए। कर्मचारी को तुरंत पी एंड ए विभाग से संपर्क करना चाहिए। In case any employee faces any error/problem at the time of IN/OUT punching, the issue may be resolved at local level. If the same remains unresolved, the relevant office must immediately contact P&A deptt.

बायोमेट्रिक उपस्थिति रिकॉर्डिंग सिस्टम सोमवार, 08.10.2018 से लागू किया जाएगा। इस प्रक्रिया का, किसी भी कर्मचारी द्वारा गैर-उपयोग, उसे अनुपस्थित होने के लिए प्रस्तुत करेगा और उनके वेतन उत्पादन को प्रभावित करेगा। The Biometric attendance recording system shall be implemented from Monday, 08.10.2018. Non-usage of this process by any employee shall render him to be absent which shall affect his/her salary generation.

#### IV. CIRCULAR NO. P&T/15/057/18/695 DATED 22-11-2018

परिपत्र संख्या के अनुसार: 01-10-2018 दिनांकित पी एंड टी / 15/057/18/550, एमएसटीसी ने कंपनी के कर्मचारियों के लिए बायोमेट्रिक उपस्थिति प्रणाली लागू किया है। तत्पश्चात, प्रबंधन ने कंपनी के कुल कामकाजी घंटों को प्रभावित किए बिना "फ्लेक्सी-टाइमिंग" आरंभ करने का निर्णय लिया है। फ्लेक्सी समय एमएसटीसी के निम्नलिखित कार्यालयों में 01-12-2018 से आरंभ किया जाएगा/ Pursuant to the circular no: P&T/15/057/18/550 dated 01-10-2018, MSTC has implemented Biometric attendance system for the employees in the company. Further, the management has decided to introduce "Flexi-Timing" without effecting the total working hours of the company. The Flexi Timings shall be introduced in the following offices of MSTC w.e.f. 01-12-2018:

1. एचओ और ईआरओ कोलकाता, / HO & ERO Kolkata,
2. एसआरओ चेन्नई, / SRO Chennai,
3. डब्ल्यूआरओ मुंबई, WRO Mumbai,
4. एनआरओ नई दिल्ली, / NRO New Delhi,
5. बैंगलोर कार्यालय/ Bangalore Office
6. हैदराबाद कार्यालय/ Hyderabad Office



फ्लेक्सि समय प्रणाली के अनुसार, एक कर्मचारी को निश्चित समय सीमा के भीतर कार्यालय में रिपोर्ट करने की आवश्यक है तथा पूरे दिन की उपस्थिति के लिए दिए गए न्यूनतम घंटे काम करने की आवश्यकता है। इस उद्देश्य के लिए, कार्यकारी कर्मचारियों को नियत दिन में न्यूनतम 8 घंटे और गैर-अधिकारियों को 6.30 घंटे काम करने की आवश्यकता है (½ घंटा लंच के समय को छोड़कर), पूर्ण दिन उपस्थिति के लिए। मौजूदा मानदंडों और "फ्लेक्सि-टाइमिंग" मानदंडों के बारे में विवरण नीचे दिए गए हैं/ As per the Flexi timing system, an employee is required to report to office within a fixed time range and work for a given minimum number of hours for full day attendance. For this purpose, executive employees are required to work for a minimum period of 8 hours in a day and non-executives are required to work for 6.30 hours (excluding half-an-hour lunch time) in a day for getting full day attendance. The details regarding the existing norms and flexible timing norms are given below.

| विवरण / Particulars                                    |                                          | कार्यकारी अधिकारि / Executives                                                               | गैर-कार्यकारी अधिकारि / Non-Executives                                                          |
|--------------------------------------------------------|------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| मौजूदा मानदंड/<br>Existing Norms                       | कार्यालय अवधि/ Office hours              | 9:30 a.m. to 6:00 p.m.                                                                       | From 10:00 a.m. to 5:00 p.m.                                                                    |
|                                                        | लंच का समय ½ घंटे / Lunch Hour of ½ hour | 1.30p.m.-2.00 p.m.                                                                           |                                                                                                 |
|                                                        | कार्य - समय / Work hours                 | 8 hrs                                                                                        | 6 hours 30 min.                                                                                 |
| फ्लेक्सिबल समय सीमा अवधि/ Flexible timing range period |                                          | 9:30 a.m. to 10:30 a.m.                                                                      | 10.00 a.m. to 11.00 a.m.                                                                        |
| बाहर निकलने समय / Exit time                            |                                          | 6:00 p.m. to 7:00 p.m. ensuring completion of 8 hrs (excl. 30 minutes towards the Lunchtime) | 5:00 p.m. to 6:00 p.m. ensuring completion of 6.30 hrs (excl. 30 minutes towards the Lunchtime) |
| देर से प्रवेश / Late entry                             |                                          | There shall be no late entry period                                                          |                                                                                                 |

| उपस्थिति माप / Attendance measurement |                                     | The hours between check-in and checkout shall be measured (excluding the lunch time)                                                                                 |                                                                                                                                                                           |
|---------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| आधा दिन / Half Day                    | आधा दिन (पहला) / First Half         | Executives availing first half of a day off are required to check in on or before 2.00 p.m. and can leave the office on or after 6.00p.m., ensuring 4 hours of work. | Non-executives availing first half of day off are required to check in on or before 2.00 p.m. and can leave the office on or after 5.00p.m., ensuring 3 hours of work.    |
|                                       | आधा दिन (उत्तरार्द्ध) / Second Half | Executives availing second half of a day off are required to check in on or before 9.30 a.m. and can leave the office on or after 1.30, ensuring 4 hours of work.    | Non-executives availing second half of a day off are required to check in on or before 10.00 a.m. and can leave the office on or after 1.30, ensuring 3.30 hours of work. |
| अनुपस्थित / Absent                    |                                     | Executives working less than the requisite number of hours within the above time range(s) in a day shall be marked absent.                                           | Non-executives working less than the requisite number of hours within the above time range(s) shall be marked absent.                                                     |

नोट: इसलिए आगे, ऊपर उल्लिखित कार्यालयों में देर से आने की कोई व्यवस्था नहीं होगी और एक कर्मचारी आधे दिन / पूरे दिन अनुपस्थित होगा, बचावस्थिति। Note: Hence forth, there shall be no system of late coming and an employee shall be either absent for half day/ full day in the aforementioned offices, as the case may be.

उपर्युक्त फ्लेक्सिबल समय केवल एचओ, ईआरओ, एनआरओ, डब्ल्यूआरओ, एसआरओ, हैदराबाद और बेंगलूर कार्यालयों के लिए लागू है। अन्य सभी कार्यालयों में उपस्थिति प्रणाली अपरिवर्तित तथा परिपत्र संख्या पी एंड टी / 15/057/18/550 दिनांकित 01.10.2018 के अनुसार बनी रहेगी। The above flexible timing is applicable for HO, ERO, NRO, WRO, SRO, Hyderabad and Bangalore offices only. The attendance systems in all the other offices shall remain unchanged and as per circular no P&T/15/057/18/550 dated 01.10.2018.

# **CONDUCT, DISCIPLINE AND APPEAL RULES 1980**



**(RULES AMENDED UPTO 09.01.2023)**



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# MSTC CDA RULES 1980

## 1 SHORT TITLE AND COMMENCEMENT:

(i) These rules may be called M.S.T.C Limited Conduct, Discipline and Appeal Rules, 1980(*hereinafter referred to as the Rules*).

(ii) They shall come into force w.e.f. 22.12.1980

## 2. APPLICATION:

These rules shall apply to all employees.

## 3. DEFINITION:

In these rules, unless the context otherwise requires: -

(a) **“Employee”** means: -

(i) a person in the employment of the Company including employees whose services are temporarily placed at the disposal of Government or a Subsidiary or any Public Undertaking but does not include casual employee, work-charged or contingent staff or workman as defined in the Industrial Employment (Standing Orders) Act, 1964; and

(ii) Persons on deputation to the Company from Government or the Holding Company or a Subsidiary or any other public Undertaking;

(b) **“Company”** means the M.S.T.C Limited.

(c) **“Board”** means the Board of Directors for the time being of MSTC and includes, in relations to the exercise of powers, any committee of the Board/Management or any officer of the Company to whom the Board delegates any of its powers;

(d) **“Chairman”** means the Chairman for the time being of the Board of Directors;

(e) **“Disciplinary Authority”** means the authority specified in the Schedule appended to these Rules and competent to impose specified penalties enumerated in Rule 23;

(f) **“Competent Authority”** means the authority empowered by the Board of Directors by any general or special rule or order to discharge the function or use the powers specified in the rule or order.

(g) **“Government”** means the Government of India or the Government of a State, as the case may be;

(h) **“Appellate Authority”** means the authority specified in the Schedule appended to

these Rules;

- (i) **“Review Authority”** means the authority specified in the Schedule appended to these Rules;
- (j) **“Appointing Authority”**, in relation to an Employee, means:-
  - (i) the Authority empowered to make appointments to the service of which the Employee is for the time being a member or to the grade of the service in which the Employee is for the time being included; or
  - (ii) the Authority empowered to make appointments to the post which the Employee for the time being holds; or
  - (iii) the Authority which appointed the Employee to such service, grade or post as the case may be; or
  - (iv) the Employee having been a member of any other service or having held any other post has been in continuous employment of the Company, the Authority which appointed him to that service, or to any grade in the service or to that post.
- (k) **“Public servant”** shall mean and includes a person as defined in Section 2(1) (o) read with Section 14 (f) of the Lokpal and Lokayukta Act, 2013 as amended from time to time.
- (l) **Inquiry Authority** means an Employee or Committee of Employees duly constituted under these rules by disciplinary authority to enquire into allegations of misconduct leveled against one or more than one charge sheeted employee.
- (m) **“Family”** in the relation to an employee includes: -
  - (i) the wife or husband, as the case may be of the employee, whether residing with him or not but does not include a wife or husband, as the case may be, separated from the employee by a decree or order of a competent court ;
  - (ii) Son or daughter or step-son step-daughter of the employee and wholly dependent on him, but does not include a child or step-child who is no longer in any way dependent on the employee has been deprived by or under any law ;
  - (iii) Any other person related, whether by blood or marriage to the employee or to such employee’s wife or husband and wholly dependent on such employee;
- (n) **“Schedule”** means the Schedule appended to these Rules and includes any amendment made by Chairman from time to time;
- (o) **“Subsidiary Company”** means a subsidiary of MSTC.

#### 4. GENERAL

**4.1** Every employee of the Company shall at all times-

- (i) Maintain absolute integrity;

- (ii) Maintain devotion to duty;
- (iii) Conduct himself at all times in a manner, which will enhance the reputation of the Company <sup>1</sup>and do nothing which is unbecoming of a public servant.
- (iv) commit oneself to and uphold the supremacy of the Constitution and democratic values;
- (v) defend and uphold the sovereignty and integrity of India, the security of the State, public order, decency and morality;
- (vi) maintain high ethical standards and honesty;
- (vii) maintain political neutrality;
- (viii) promote the principles of merit, fairness and impartiality in the discharge of duties;
- (ix) maintain accountability and transparency;
- (x) maintain responsiveness to the public, particularly to the weaker section;
- (xi) maintain courtesy and good behavior with the public;
- (xii) take decisions solely in public interest and use or cause to use public resources efficiently, effectively and economically;
- (xiii) declare any private interests relating to the Employee's public duties and take steps to resolve any conflicts in a way that protects the public interest;
- (xiv) not place oneself under any financial or other obligations to any individual or organization which may influence the employee in the performance of one's official duties;
- (xv) not misuse one's position as public servant and not take decisions in order to derive financial or material benefits for oneself, one's family or one's friends; make choices, take decisions and make recommendations on merit alone;
- (xvi) act with fairness and impartiality and not discriminate against anyone, particularly the poor and the under-privileged sections of society;
- (xvii) refrain from doing anything which is or may be contrary to any law, rules, regulations and established practices;

- (xviii) maintain discipline in the discharge of one's duties and be liable to implement the lawful orders duly communicated to the employee;
- (xix) maintain confidentiality in the performance of one's official duties as required by any laws for the time being in force, particularly with regard to information, disclosure of which may prejudicially affect the sovereignty and integrity of India, the security of the State, strategic, scientific or economic interests of the State, friendly relation with foreign countries or lead to incitement of an offence or illegal or unlawful gain to any person; and
- (xx) perform and discharge one's duties with the highest degree of professionalism and dedication to the best of his/her abilities.

**4.2** (i) Every employee of the Company holding a Supervisory/ Managerial post shall take possible steps to ensure the integrity and devotion to duty of all employees for the time being under control and authority.

(ii) No Employee of the Company shall, in the performance of his/her official duties, or in the exercise of powers conferred on the employee, act otherwise than in his/her best judgment except when employee is acting under the direction of his/her official superior;

(iii) The direction of the official superior shall ordinarily be in writing.

Explanation I.- An employee who habitually fails to perform the task assigned to the employee within the time set for the purpose and with the quality of performance expected of the employee shall be deemed to be lacking in devotion to duty within the meaning the clause (ii) of sub-rule (1).

Explanation II.- Nothing in clause (ii) of sub-rule (2) shall be construed as empowering an Employee to evade his/her responsibilities by seeking instructions from, or approval of, a superior officer or authority when such instructions are not necessary under the scheme of distribution of powers and responsibilities.

#### **\* 4.3 Promptness and Courtesy**

No Employee shall:-

- (a) in the performance of his/her official duties, act in a discourteous manner;
- (b) in his/her official dealings with the public or otherwise adopt dilatory tactics or willfully cause delays in disposal of the work assigned to him/her.

#### **\*4.4 Observance of Government's policies**

Every Employee shall, at all times:-

- (i) act in accordance with the Government's policies regarding age of marriage, preservation of environment, protection of wildlife and cultural heritage;
- (ii) observe the Government's policies regarding prevention of crime against women.

#### **\*4.5 Prohibition of sexual harassment of women**

- (1) No employee shall indulge in any act of sexual harassment of any woman at any work place.
- (2) Every employee who is in-charge of a work place shall take appropriate steps to prevent sexual harassment to any woman at the work place.

Explanation. - (I) For the purpose of this rule, -

- (a) **"Sexual harassment"** includes any one or more of the following acts or behaviour (whether directly or by implication) namely : - (i) physical contact and advances; or (ii) a demand or request for sexual favours; or (iii) making sexually coloured remarks; or (iv) showing pornography; or (v) any other unwelcome physical, verbal, non-verbal conduct of a sexual nature.
- (b) The following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behaviour of sexual harassment may amount to sexual harassment : - (i) implied or explicit promise of preferential treatment in employment; or (ii) implied or explicit threat of detrimental treatment in employment; or (iii) implied or explicit threat about her present or future employment status; or (iv) interference with her work or creating an intimidating or offensive or hostile work environment for her; or (v) humiliating treatment likely to affect her health or safety.

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<sup>\*4.3 to 4.5</sup> Inserted in reference to DPE letter no.15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and added vide decision taken in 293<sup>RD</sup> meeting held on 13.8.2019

- (c) **"workplace" includes**, - (i) any department, organization, undertaking, establishment, enterprise, institution, office, branch or unit which is established, owned, controlled or wholly or substantially financed by funds provided directly or indirectly by the Central Government; (ii) hospitals or nursing homes; (iii) any sports institute, stadium, sports complex or competition or games venue, whether residential or not used for training, sports or other activities relating thereto; (iv) any place visited by the employee arising out of or during the course of employment including transportation provided by the employer for undertaking such journey; (v) a dwelling place or a house related to or connected in course of official dealings.

#### **5. MISCONDUCT:**

Without Prejudice to the generality of the term 'misconduct', the following acts of omission and commission shall be treated as misconduct: -

- (1) Theft, fraud or dishonesty in connection with the business or property of the



Company or of a subsidiary or of property of another person within of the Company.

- (2) Taking or giving bribes or any illegal gratification.
- (3) Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his behalf by another person, which the employee cannot satisfactorily account for.
- (4) Furnishing false information regarding name, age, father's name qualifications, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.
- (5) Acting in a manner prejudicial to the interests of Company.
- (6) Willful insubordination or disobedience whether or not in combination with others, of any lawful and reasonable order of this superior.
- (7) Absence without leave or over-staying the sanctioned leave for more than four consecutive days without sufficient grounds or proper or satisfactory explanation.
- (8) Habitual late or irregular attendance or willful absence from duty.
- (9) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
- (10) Damage to any property of the Company.
- (11) Interference or tampering with any safety devices installed in or about the premises of the Company.
- (12) Drunkenness or riotous or disorderly or indecent behavior in the premises of the Company or outside such premises where such behavior is related to or connected with the employment.
- (13) Gambling within the premises of the establishment.
- (14) Smoking within the premises of the establishment where it is prohibited.
- (15) Collection without the permission of the competent authority of any money within the premises of the Company except as sanctioned by any law of the land for the time being in force or rules of the Company.
- (16) Sleeping while on duty.
- (17) Commission of any act which amounts to a criminal offence involving moral turpitude.
- (18) Absence from the employee's appointed place of work without permission or

sufficient cause.

- (19) Purchasing properties, machinery, stores etc. from or selling properties, machinery, stores, etc. to the Company without express permission in writing from the Competent Authority.
- (20) Commission of any act subversive of discipline or of good behavior.
- (21) Abetment of or attempt at abetment of any which amounts to misconduct.
- (22) Misuse of any advance or non-compliance with the provisions of the rules for grant of any advance.
- <sup>#</sup>(23) Indulging on any act of sexual harassment to women at her work place.

NOTE: The above instances of misconduct are illustrative in nature, and not exhaustive.

<sup>#</sup> Added vide decision taken 293<sup>RD</sup> Board meeting held on 13.8.2019

## **6. EMPLOYMENT OF NEAR RELATIVES OF THE EMPLOYEES OF THE COMPANY IN PRIVATE UNDERTAKINGS ENJOYING PATRONAGE OF THE COMPANY.**

- (1) No employee shall use his position or influence directly or indirectly to secure employment for any person related, whether by blood or marriage to the employee or to the employee's wife or husband, whether such a person is dependent on the employee or not.
- (2) No employee shall, except with the previous sanction of the competent authority, permit any member of his family to accept employment with any private firm with which he or she has official dealings, or with any other firm having official dealings with the Company or a subsidiary Company.

Provided that where the acceptance of the employment cannot await the prior permission of the competent authority, the employment may be accepted provisionally subject to the permission of the competent authority, to whom the matter shall be reported forth-with.

- (3) No employee shall in the discharge of his official duties deal with any matter or give or sanction any contact to any firm or any other person if any of his relatives is employed in that firm or under that person or if he or any of his relatives is interested in such matter or contract in other and the employee shall refer every such matter or contract to his official superior and the matter or the contract shall thereafter be disposed of according to the instructions of the authority to whom the reference is made.

(N.B.: For purpose of this clause, relative will be as defined in Indian Companies Act.)

#### **6A INVOLVEMENT OF EMPLOYEE IN RECRUITMENT OF RELATIVE**

Whenever a relative of an employee applies for a job in the Company and if the employee concerned comes to know about that, he is to inform the management simply that one of his relatives has applied for a post in the Organization intimating the name of the post applied for. However, he should not indicate the name or any other details in respect of such relative. Under such circumstances, personnel Department will ensure that the employee concerned will not be in any way either directly or indirectly in the recruitment or selection process.

(Added vide decision taken in 187<sup>th</sup> Board meeting held on 10.7.1998)

#### **6B ACCEPTANCE OF EMPLOYMENT BY FUNCTIONAL DIRECTORS.**

No functional Director of the Company including the Chief Executive, who has retired/resigned from the service of the Company, after such retirement/resignation, shall accept any appointment or post, whether advisory or administrative in any firm of Company, whether Indian or foreign, with which the Company has or had business relation within one year from the date of retirement without prior approval of the Government. The term 'retirement' includes resignation, but not the cases of those whose term of appointment was not extended by the Govt. for reasons other than proven misconduct. The terms 'business relations' includes 'official dealings' as well.

In confirmation to the above, the Director/ Chief Executive of the Company will be required to execute and deliver a bond as per format prescribed before taking over charge.

(Amended vide decision taken in 232<sup>nd</sup> Board meeting held on 14.01.2009 circulated vide ref no. P&T/01/001/85/969 dated 18.02.2009)

#### **7A TAKING PART IN POLITICS AND ELECTIONS**

<sup>#</sup>The following kinds of activities of the employees are prohibited, as the case may be:

- (i) to be an office-bearer of a political party or an organization which takes part in politics ;
- (ii) to take part in or assist in any manner in any movement/ agitation ordemonstration of a political nature ;
- (iii) to take part in an election to any legislature or local authority ;
- (iv) to canvass in any election to any legislature or local authority.

## **(B) TAKING PART IN DEMONSTRATION**

No employee of the Company shall engage himself or participate in any demonstration, which involves incitement to an offence.

## **8. CONNECTION WITH PRESS OR RADIO OR PRINT/ ELECTRONIC MEDIA WHETHER ADVISORY OR ADMINISTRATIVE IN ANYTHING OR COMPANY**

(1) No employee of the Company shall, except with the previous sanction of the competent authority, own wholly or in part, or conduct or participate in the editing or management of, any newspaper or other periodical publication.

(2) No employee of the Company shall, except with the previous sanction of the competent, or in the bonafide discharge of his duties, participate in a broadcast or write or publish a book or contribute an article or write a letter either in his own name or anonymously, pseudonymously or in the name of any other person to a newspaper or periodical.

# Inserted in reference to DPE letter no.15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and added vide decision taken in 293<sup>RD</sup> Board meeting held on 13.8.2019

Provided that no such sanction shall be required if such broadcast or publication or such contribution is of a purely literary, artistic or scientific character.

## **9. CRITICISM OF GOVERNMENT AND THE COMPANY**

No employee shall, in any radio broadcast or in any document published under his name or under any pen-name or pseudonym or in any communication to the press, or in any public utterances, make any statement: -

(a) Which has the effect of adverse criticism of any policy or action of the Government or of the Company; or

(b) Which is capable of embarrassing the relation between the Company and the public or between the Company and the Government.

Provided that nothing in these rules shall apply to any statement made or views expressed by an employee, of a purely factual nature which are not considered to be of a confidential nature, in his official capacity or in due performance of the duties assigned to him.

Provided further that nothing contained in this rule shall apply to bona fide expression of views by him as an office-bearer of a recognized trade union for the purpose of safe-guarding the conditions of service of such employees or for securing an improvement thereof.

## **10. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY**

- (1) Save as provided in sub-rule (3), no employee of the Company shall, except with previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, committee or authority.
- (2) Where any sanction has been accorded under sub-rule (1), no employee giving such evidence shall criticize the police or any action of the Government, or of the Company.
- (3) Nothing in this rule shall apply to-
  - (a) evidence given at any inquiry before an authority appointed by the Government, Parliament or a State Legislature or the Company or a Subsidiary Company.
  - (b) evidence given in any judicial inquiry, or
  - (c ) evidence given at any departmental inquiry ordered by authorities subordinate to the Government ;
  - d) evidence given at any departmental inquiry ordered by any Public Sector Undertaking.

## **11. UNAUTHORISED COMMUNICATION OF INFORMATION**

No employee shall, except in accordance with any general or special order of the Company or in performance in good faith of the duties assigned to him, communicate, directly or indirectly any official document or any part thereof or information to any person to whom he is not authorized to communicate such document or information.

## **12. GIFTS**

- (1) Save as otherwise provided in these rules, no employee of the Company shall accept or permit any member of his family or any person acting on his behalf, to accept any gift.

### **EXPLANATION:**

The expression “gift” shall include free transport, board, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with the employee.

### **NOTE:**

- (i) A casual meal, lift or other social hospitality shall not be deemed to be a gift.
- (ii) An employee shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealings with him.

(2) On occasion such as weddings, anniversaries, funerals, or religious functions, when the making of a gift is in conformity with the prevailing religious or social practice, an employee of the Company may accept gifts from his near relatives but he shall make a report to the competent authority if the value of the gift exceeds-(i) Rs.25000/-<sup>1</sup> in case of Executives and (ii) Rs. 15000/-<sup>2</sup> in case of non-executives.

(3) On such occasions as are specified in sub-rule (2), an employee of the Company may accept gifts from his personal friends having no official dealings with him, but he shall make a report to the competent authority if the value of any gift exceeds Rs. 2500/-.<sup>3</sup>

(4) In any other case, an employee of the Company shall not accept any gifts without the sanction of the competent authority if the value thereof exceeds Rs. 3000/-.<sup>4</sup> Provided that when more than one gift has been received from the same person/firm within a period of 12 months, the matter shall be reported to the competent authority if the aggregate value of the gift exceeds Rs.25000/- in case of Executives and Rs.15000/- in case of non-executives.

<sup>1,2,4,5&6</sup> Inserted in reference to DPE letter no.15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and revised vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019 <sup>3</sup> Revised at 270<sup>th</sup> Board meeting. Ref. Circular dated 19.05.2016

## **12-A GIVING OR TAKING DOWRY:**

No employee of the Company shall-

- (i) give or take or abet giving or taking of dowry ; or
- (ii) demand, directly or indirectly from the parents or guardians of a bride or bridegroom, as the case may be, any dowry.

### **EXPLANATION:**

For the purpose of this rule, 'dowry' has the same meaning as in the Dowry prohibition Act, 1961 (28 of 1961).

**12 B.** Obtaining donations/advertisement/ sponsorship etc. by the association /NGOs formed by employees or their spouse/family members etc. from the contractors, vendors, customers or other persons having commercial relationship/ official dealings with the COMPANY will be treated as misconduct.<sup>1</sup>

## **13. PRIVATE TRADE OR EMPLOYMENT:**

(1) No employee of this Company shall, except with the previous sanction of the Competent Authority, engage directly or indirectly in any trade or business or undertake any other employment or negotiate for taking an employment.

Provided that an employee may, without such sanction, undertake honorary work of a

social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer.

(2) Every employee of the Company shall report to the competent authority if any member of his family is engaged in any trade or business or owns or manages as insurance agency or commission agency.

(3) No employee of the Company shall, without the previous sanction of the competent authority, except in the discharge of his official duties, take part in the registration, promotion or management of any bank or other company, which is required to be registered under the Companies Act, 2013 or other law for the time being in force or any co-operative society for commercial purposes.

Provided that an employee of the Company may take part in the registration, promotion or management of a Consumer/House Building Co-operative Society substantially for the benefit of employees of the Company or a Subsidiary Company, registered under the Co-operative Societies Act, 1912 (2 of 1912) or any other law for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860), or any corresponding law in force.

(4) No employee of the Company may accept fee or any remuneration or any pecuniary advantage for any work done by him for any public body or any private person without the sanction of the competent authority.

#### **#13-A. WITH REGARD TO DEALING IN THE SHARES OF COMPANY:**

(1) A full-time Director or any executive/employee involved in the decision-making process of fixation of price of an IPO/FPO of shares of a Company shall not apply either himself /herself or through any member of his/her family or through any other person acting on his/her behalf for allotment of shares (which includes all types of equity related instruments) in an IPO/FPO of such Company, even out of the category of preferential quota reserved for employees/ Directors of the Company.

(2) All executives/employees including full time Directors of Company's who are in possession of unpublished price sensitive information would be prohibited from dealing/transacting either in their own name or through any member of their family in the shares of their own company.

(3) Full-time Director or executives / employee of a Company or any member of his/her family or any person acting on his/her behalf shall not apply for shares out of any preferential quota reserved for employees/Directors of other companies.

(4) All employees of the Company would be required to disclose to the Company all

transactions of purchase/sale in shares worth two months basic pay or more in value or existing holding/interest in the shares worth two months basic pay or more in his/her own company either in his/her own name or in the name of any family member to report to the company indicating quantity, price, date of transaction and nature of interest within 4 working days.

(5) Employee should not do trading in Company's share during closure of trading hours.

(6) Employees willing to trade in shares of the company should take proper clearance from Company Secretary department before acquiring shares of the Company and should strictly adhere to the Code of conduct for Prevention of Insider Trading in the Securities of the Company and Fair Disclosure of unpublished price sensitive information

*[Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and inserted vide decision taken in 293<sup>RD</sup> Board meeting held on 13.08.2019]*

#### **14. INVESTMENT, LENDING AND BORROWING:**

No employee shall, save in the ordinary course of business with a bank, the Life Insurance Corporation or a firm of standing, borrow money from or lend money to or otherwise place himself under pecuniary obligation to any person with whom he has or likely to have official dealings or permit any such borrowing, lending or pecuniary obligation in his name or for his benefit or for the benefit of any member of his family.

##### **#14-A. SPECULATION OF STOCK / SHARES OF COMPANIES**

Employee shall not speculate in any particular stock or share . Intraday trading of shares, stock and financial instruments and frequent completion of transaction i.e. purchase and sale of particular shares or securities, shall be deemed to be speculation within the meaning of this sub-rule.

Frequent transaction means trading twice in a week of same equity shares or securities.

With a view to enable the administrative authorities to keep a watch over such transactions, intimation may be sent in the Proforma to the prescribed authority in the following cases:

Executives:– If the total transactions of speculative nature in shares and securities, exceed Rs. 100000/- during the calendar year.

Non-Executives:– If the total transactions in shares, securities, debentures or mutual funds scheme etc. exceeds Rs. 50000/- during the calendar year.



## **15. INSOLVENCY AND HABITUAL INDEBTEDNESS:**

- (1) An employee of the Company shall avoid habitual indebtedness unless he proves that such indebtedness or insolvency is the result of circumstance beyond his control and does not proceed from extravagance or dissipation.
- (2) An employee of the Company who applies to be, or is adjudged or declared insolvent shall forth with report the fact to be competent authority.

## **16. MOVABLE, IMMOVABLE AND VALUABLE PROPERTY:**

- (1) No employee of the Company shall, except with the previous knowledge of the competent authority, acquire or **dispose** of any immovable property by lease, mortgage, purchase, sale, gift or otherwise, either in his own name or in the name of any member of his family.
- (2) No employee of the Company shall, except with the previous sanction of the competent authority, enter into any transaction concerning any immovable or movable property with a person or a firm having official dealings with the employee or his subordinate.

### **\*EXPLANATION NO. 1:**

- (a) The term every transaction concerning movable property owned or held by him includes all transactions of sale or purchase.
- (b) Transaction entered into by the spouse or any other members of family of an employee of the company out of his or her own funds (including stridhan gifts, inheritance etc.) as distinct from the funds of the employee of the company himself, in his or her own name and in his or her own right, would not attract the provisions of the above sub-rule.

*\*(Added vide decision taken at the 161<sup>st</sup> Board meeting held on 21/5/93)*

### **EXPLANATION NO. 2:**

For the purpose of these sub rules re-expression “movable property” includes inter alia the following:-

- (a) jewellery, insurance policies, the annual premium of which exceeds two months basic pay of the employee, shares , securities and debentures;

- (b) all loans advanced by such employees whether secured or not.
  - (c) motor cars, motor cycles, horses, or any other means of conveyance: and
  - (d) refrigerators, radio, radiograms and television sets.
- (3) every employee of the Company shall within one month report to the competent authority every transaction by him in his own name or a member of his family, if the value of such property exceeds two months basic pay.
- (4) Every employee shall, on first appointment in the Corporation/Company, submit a return of assets and liabilities in the prescribed form giving the particulars regarding:-
- (a) the immovable property inherited by him or owned or acquired by him or held by him on lease or mortgage, either in his own name or in the name of any member of his family or in the name of any other person;
  - (b) shares, debentures, and cash including bank deposits inherited by him or similarly owned, acquired or held by him;
  - (c) other movable property inherited by him if similarly owned, acquired or held by him, if the value of such property exceeds-
    - (i) Rs. 50,000/- in the case of Executives; and
    - (ii) Rs. 35,000/- in the case of non-executives;
- Amended vide decision taken in 270<sup>th</sup> Board meeting held on 29.04.2016 circulated vide ref no. P&T/01/001/16/167 dated 19.05.2016*
- (d) debts and other liabilities incurred by him directly or indirectly;
  - (e) Every employee shall, beginning 1<sup>st</sup> January submit a return of immovable property inherited/owned/acquired every year.
- (5) The competent authority may, at any time, by general or special order require an employee to submit within a period specified in the order, a full and complete statement of such movable or immovable property held or acquired by him or on his behalf or by any member of his family, as may be specified in the order. Such statement shall, if so, required by the competent authority, include details of the means by which, or the source from which such property was acquired.
- (Added vide decision taken in 238<sup>th</sup> Board Meeting held on 1-5-2010)*

## **17. CANVASSING OF NON-OFFICIAL OR OTHER INFLUENCE:**

No employee shall bring or attempt to bring any outside influence to further his interests in respect of matters pertaining to his service in the Company.

## **18. BIGAMOUS MARRIAGES:**

- (1) No employee shall enter into, or contract, a marriage with a person having as spouse living; and
- (2) No employee, having a spouse living, shall enter into, or contract, a marriage with any person;

Provided that the Board may permit an employee to enter into, or contract, any such marriage as is referred to in clause (1) or clause (2) if it is satisfied that-

- (a) such marriage is permissible under the personal law applicable to such employee and the other party to the marriage; and
  - (b) there are other grounds for so doing.
- (3) An employee, who has married or marries a person other than an Indian National, shall forthwith intimate the fact to the Competent Authority.

## **\*19. CONSUMPTION OF INTOXICATING DRINKS AND DRUGS**

An employee of the Company shall-

- (a) strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he may happen to be for the time being;
- (b) not be under the influence of any intoxicating drink or drug during the course of his duty and shall take due care that the performance of his duties at any time is not affected in any way by the influence of such drinks or drug;
- (c) not use any intoxicating drink or drug to excess.
- (d) not appear in public place in a state of intoxication

Explanation: for the purpose of this rule, 'Public Place' means any place or premises (including a conveyance) to which the public have, or are permitted to have, access whether on payment or otherwise

\*Substituted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019

## **19A. PROHIBITION OF SEXUAL HARASSMENT OF WORKING WOMEN:**

- (1) No employee shall indulge in any act of sexual harassment of any woman at her work place;
- (2) Every employee who is in-charge of a work place shall take appropriate steps to prevent sexual harassment to any woman at such work place;

**EXPLANATION:** - for the purpose of this rule, “sexual harassment” includes such un-welcome sexually determined behavior, whether directly or otherwise, as –

- a) Physical contact or advances;
- b) Demand or request for sexual favors;
- c) Sexually colored remarks;
- d) Showing any pornography; or
- e) Any other un-welcome physical, verbal or non-verbal conduct of a sexual nature.

*(Added vide decision taken in 187<sup>th</sup> Board Meeting held on 10-7-1998)*

## **20. SUSPENSION**

- (1) The appointing authority or any authority to which it is subordinate or the disciplinary authority or any other authority empowered in that behalf by the Board by general or special order may place an employee under suspension-
    - (a) Where a disciplinary proceeding against him is contemplated or is pending; or
    - (b) Where a case against him in respect of any criminal offence is under investigation or trial; or
    - (c) <sup>1</sup>Where in the opinion of the authority aforesaid, he/she has engaged oneself in activities prejudicial to the interest of the security of the State;
- <sup>1</sup> Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019
- (2) An employee who is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention by an order of the appointing authority, and shall remain under suspension until further orders.
  - (3) Where a penalty of dismissal or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case may be remitted for further inquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal or removal and shall remain in force until further orders.
  - (4) Where a penalty of dismissal or removal from service upon an employee is set aside or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority, on consideration of the circumstances of

the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal or removal was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of dismissal or removal and shall continue to remain under suspension until further orders.

- (5) An order of suspension made or deemed to have been made under this rule may at any time be revoked by the authority which made or is deemed to have been made or by any authority to which that authority is subordinate.

**\*CLARIFICATION**

An employee connected with a 'Dowry Death' case in the following circumstances has to be placed under suspension forthwith by invoking the provisions of 20 (1) and 20 (2) above.

- (i) If an employee is connected with the registration of the police case under Section 304B of IPC viz, involvement in case of 'dowry death' he shall be placed under suspension immediately irrespective of the period of detention.
- (ii) If he is not arrested by the police in dowry death, he shall be placed under suspension on submission of a Police Report under Sub-section (2) of Section 173 of the Code Criminal Procedures, 1973, to the Magistrate, if the report prima-facie indicates that the offence has been committed by the employee.

Section 304 B of IPC is reproduced for information.

304 B (I): Where the death of woman is caused by any burns or bodily injury or occurs otherwise than under normal circumstances within seven years of her marriage and it is shown that soon before her death, she was subject to cruelty or harassment by her husband.

Or any relative of her husband for, or in connection with, any demand for dowry, such death shall be called 'dowry death' and such husband or relative shall be deemed to have caused her death.

**EXPLANATION:**

For the purpose of this sub-section 'dowry death' shall have the same meanings as in Section 2 of the Dowry Prohibition Act, 1961.

*\*(Added Vide decision taken at the 161<sup>st</sup> Board meeting held on 21/5/93)*

**21. SUBSISTENCE ALLOWANCE**

- (1) An employee under suspension shall be entitled to draw subsistence allowance equal to 50 percent of his basic pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or

business or profession or vacation. In addition, he shall be entitled to dearness allowance and any other compensatory allowance admissible on such subsistence allowance of which he was in receipt on the date of suspension provided the suspending authority is satisfied that the employee continues to meet the expenditure for which the allowance was granted.

- (2) Where the period of suspension exceeds six months, the authority which made or is deemed to have made the order of suspension, shall be competent to vary the amount of subsistence allowance for any period subsequent to the first six months as follows: -
  - (i) The amount of subsistence allowance may be increased to 75 percent of basic pay and allowance thereof if, in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee under suspension;
  - (ii) The amount of subsistence allowance may be reduced to 25 percent of basic pay and allowances thereon if in the opinion of the said authority, the period of suspension has been prolonged due to the reasons to be recorded in writing, directly attributable to the employee under suspension.
- (3) If an employee is arrested by the police on a criminal charge and bail is not granted, no subsistence allowance is payable. On grant of bail, if the competent authority decides to continue the suspension, the employee shall be entitled to subsistence allowance from the date he is granted bail.

## **22. TREATMENT OF THE PERIOD OF SUSPENSION**

- (1) When the employee under suspension is reinstated, the competent authority may grant to him the following pay and allowances for the period of suspension:
  - 
  - (a) if the employee is exonerated and not awarded any of the penalties mentioned in Rule 23, the full pay and allowance which he would have been entitled to if he had not been suspended, less the subsistence allowance already paid to him; and
  - (b) If otherwise, such proportion of pay and allowances as the competent authority may prescribe.
- (2) In a case falling under sub-clause (a) the period of absence from duty will be treated as a period spent on duty. In case falling under sub-clause (b) it will not be treated as a period spent on duty unless the competent authority so directs.

## **23. PENALTIES**

**Minor Penalties:**

- a) censure;
- b) withholding of increments of pay with or without cumulative effect;
- c) withholding of promotion;
- d) recovery from pay of the whole or part of any pecuniary loss caused to the Corporation/Company by negligence or breach of order;
- e) reduction to a lower stage in the time-scale of pay for a period not exceeding 3 years, without cumulative effect and not adversely affecting his terminal benefits.

**Major Penalties:**

- f) save as provided in clause (e), reduction to a lower stage in the time-scale of pay for a specified period, with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on expiry of such period, the reduction will or will not have the effect of postponing the future increment of pay;
- g) reduction to a lower time scale of pay, grade, post or Service which shall ordinarily be a bar to the promotion of the employee to the time scale of pay, grade, post from which he was reduced, with or without further directions regarding conditions of restoration to the grade or post from which the employee was reduced and his seniority and pay on such restoration to that grade or post;
- h) Compulsory retirement;
- i) removal from service which shall not be a disqualification for future employment under the Govt. or the Corporation/Company owned or controlled by the Govt.;
- j) dismissal from service which shall ordinarily be a disqualification for future employment under the Govt. or the Corporation/Company owned or controlled by the Govt.;

Provided that, in every case in which the charge of possession of assets disproportionate to known sources of income or the charge of acceptance from any person of any gratification, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act is established, the penalty mentioned in clause (i) or (j) shall be imposed:

Provided further that in any exceptional case and for special reasons recorded in writing, any other penalty may be imposed.

**EXPLANATION:**

**The following shall not amount to a penalty within the meaning of this rule:**

- (i) withholding of an increment of an employee for his failure to pass a prescribed test or examination;
- (ii) stoppage of an employee at the efficiency bar in the time scale, on the ground of his unfitness to cross the bar;
- (iii) non-promotion, whether in an officiating capacity or otherwise of an employee to a higher post for which he may be eligible for consideration but for which he is found unsuitable after consideration of his case;
- (iv) reversion to a lower grade or post, of an employee officiating in a higher grade or post, on the ground that he is considered, after trial, to be unsuitable for such higher grade or post, or on administrative grounds unconnected with his conduct;
- (v) reversion to his previous grade or post, of an employee appointed on probation to another grade or post, during or at the end of the period of probation, in accordance with the terms of his appointment.
- (vi) Termination of service –
  - a) of an employee appointed on probation, during or at the end of the period of probation, in accordance with the terms of his appointment;
  - b) of an employee appointed in a temporary capacity otherwise than under a contract or agreement, on the expiration of the period for which he was appointed, or earlier in accordance with terms of his appointment;
  - c) of an employee appointed under a contract or agreement, in accordance with the terms of such contract or agreement; and
  - d) of any employee on reduction of establishment.

*(Amended vide decision taken in 214<sup>th</sup> board meeting held on 30.04.2005 circulated vide Ref. No. P&T/01/001/85/109 dated 6.5.2005)*



## 24. DISCIPLINARY AUTHORITY

The board or the disciplinary authority, as specified in the Schedule, may impose any of the penalties specified in Rule 23 on any employee.

## 25. PROCEDURE FOR IMPOSING MAJOR PENALTIES

- (1) No order imposing any of the major penalties specified in clauses (f), (g), (h), (i) and (j) of Rule-23 shall be made except after an inquiry is held in accordance with this rule.

*(Amended vide decision taken in 214<sup>th</sup> board meeting held on 30.04.2005 circulated vide Ref. No. P&T/01/001/85/109 dated 6.5.2005)*

- (2) Whenever the disciplinary authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehavior against an employee, it may itself enquire into, or appoint any inquiring authority to inquire into the truth thereof\* Provided that where there is a complaint of sexual harassment within the meaning of Rule 4(3) above, the Complaints Committee for inquiring into such complaints, shall be deemed to be the inquiring authority appointed by the Disciplinary Authority for the purpose of these rules and the Complaint Committee shall hold, if separate procedure has not been prescribed for the Complaints Committee for holding the inquiry into the complaints of sexual harassments, the inquiry as far as practicable in accordance with the procedure laid down in these rules.\*  
**Explanation** – Where the disciplinary authority itself holds the inquiry, the inquiring authority shall be construed as a reference to the disciplinary authority.

\*Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019 ]

- (3) Where it is proposed to hold an inquiry, the Disciplinary Authority shall frame definite charges on the basis of the imputations of misconduct or misbehavior against the employee. The charges, together with a statement of the imputations of misconduct or misbehavior on which they have based, a list of documents by which and a list of witness by whom, the articles of charge are proposed to be sustained, shall be communicated in writing to the employee.  
<sup>1</sup>On receipt of the articles of charge, the employee shall be required to submit his written statement of defense, if he so desires, and also state whether he desires to be heard in person, within a period of fifteen days, which may be further extended for a period not exceeding fifteen days at a time for reasons to be recorded in writing by the Disciplinary Authority or any other Authority authorized by the Disciplinary Authority on his behalf:

Provided that under no circumstances, the extension of time for filing written statement of defense shall exceed forty-five days from the date of receipt of articles of charge.

*(<sup>1</sup>Amended vide 279<sup>rd</sup> Board meeting held on 06.02.2018)*

**Explanation** - It will not be necessary to show the documents listed with the charge-sheet or any other document to the employee at this stage.

- (4) On receipt of the written statement of the employee, or if no such statement is received within the time specified, an inquiry may be held by the disciplinary authority itself or by any other public servant appointed as an inquiring authority under sub-clause (2) after taking such evidence as it may deem fit. Provided that it may not be necessary to hold an inquiry in respect of the charges admitted by the employees in his written statement. The disciplinary authority shall, however record its finding on each such charge after taking such evidence as it may think fit \*and shall act in the manner laid down in rule 26.

If no written statement is submitted by the charged sheeted employee, the disciplinary authority may itself inquire into the articles of charge, or may, if it considers necessary to do so, appoint, under sub-rule (2), an inquiring authority for the purpose.\*

*\*Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019]*

- (5) Where the disciplinary authority itself inquires or appoints an inquiring authority for holding an inquiry, it may, by an order appoint a public servant to be known as the 'Presenting Officer' to present on its behalf the case in support of the articles of charge.
- (6) The employee may take the assistance of any public servant, who does not have two disciplinary cases on hand in which he has to give assistance, to present the case on his behalf \*but may not engage a legal practitioner for the purpose unless the Presenting Office appointed by the disciplinary authority is a legal practitioner or the disciplinary authority, having regard to the circumstances of the case, so permits.\*

Provided that a retired employee of the Company or any of its subsidiary may be permitted to act as Defence Assistant in case retired employee of the Company/Subsidiary has been appointed as Inquiry Officer.

However, he should not have, in any manner, been associated with the case at investigation stage or otherwise in his official capacity.

*(Added vide decision taken in 216<sup>th</sup> board meeting held on 30.09.2005 circulated vide Ref. No. P&T/01/001/85/917 dated 21.12.2005)*

*\*Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019*

- (7) On the date fixed by the inquiring authority, the employee shall appear before the inquiring authority at the time, date and place specified in the notice. The inquiring authority shall ask the employee whether he pleads guilty to any of the articles of charge, the inquiring authority shall record the plea, sign the record and obtain the signature of the employee concerned there on. The inquiring Authority shall return a finding of guilty in respect of those articles of charge to which the employee concerned pleads guilty.
- (8) If the employee does not plead guilty, the inquiring authority shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may, for the purpose of preparing his defense :-
- (i) inspect the documents listed with the charge-sheet:
  - (ii) submit a list of additional documents and witness that he wants to examine and
  - (iii) be supplied with the copies of the statement of witness, if any, listed in the charge-sheet.

**NOTE :** Relevancy of the additional documents and witness referred to in sub- clause 8 (ii) above will have to be given by the employee concerned and the documents and the witness may be summoned if the inquiring authority is satisfied about their relevance to the charges under inquiry.

- (9) The inquiring authority shall ask the authority in whose custody or possession the documents are kept, for the production of the documents \*or issue a non-availability certificate before the Inquiring Authority within one month of the receipt of such requisition: provided that if the authority having or possession of the requisitioned documents is satisfied for reasons to be recorded by it in writing that the production of all or any of the documents would be against the public interest or security of the State, it shall inform the Inquiring Authority accordingly and the Inquiring Authority shall, on being so informed, communicate the information to the charge sheeted employee and withdraw the requisition made by it for the production or discovery of such documents\*.

*\*[Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019]*

- (10) The authority in whose custody or possession the requisitioned documents are, shall arrange to produce the same or issue a non-availability certificate before the inquiring authority within one month of the receipt of such requisition.

Provided that the authority having the custody or possession of requisitioned documents may claim privilege if the production of such documents will be against the public interest or the interest of the Company. In that event, it shall inform the inquiring authority accordingly. The Inquiring Authority shall, on being so informed, communicate the information to the employee concerned and withdraw the requisition made by it for the production or discovery of such documents.

*(Amended vide 279<sup>th</sup> Board meeting held on 06.02.2018)*

- (11) On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the disciplinary authority. The witness shall be examined by or on behalf of the Presenting Officer and may be cross-examined or on behalf of the employee. The presenting Officer shall be entitled to re-examine the witness on any points on which they have been cross-examined, but not on a new matter, without the leave of the inquiring authority. Inquiring authority may also put such question to the witness as it thinks fit.
- (12) Before the close of the prosecution case, the inquiring authority may, in its discretion, allow the Presenting Officer to produce evidence not included in the articles of charge or may itself call for new evidence or recall or re-examine any witness. In such case the employee shall be an opportunity to inspect the documentary evidence before it is taken on record; or to cross-examine a witness, who has been so summoned.
- (13) When the case for the disciplinary authority is closed, the charged sheeted employee may be required to state his defense, orally or in writing, as he may prefer. If the defense is made orally, it shall be recorded and the employee shall be required to sign the record. In either case a copy of the statement of defense shall be given to the Presenting Officer if any, appointed.
- (14) The evidence on behalf of the employee shall then be produced. The employee may examine himself in his own behalf if he so prefers, the witnesses produced by the charged sheeted employee shall then be examined and shall be liable to cross examination, \*re-examination and examination by the Inquiring Authority according to the provision applicable to the witness for the disciplinary authority.

*\*(Added after the word "Cross-examination" vide decision taken at the 161<sup>st</sup> Broad meeting held on 21.5.93).*

- (15) The inquiring authority, may after the employee closes his case, and shall, if the employee has not examined himself, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling

the employee to explain any circumstances appearing in the evidence against him.

- \*(16) The Inquiring Authority, after completion of the production of evidence, hear the Presenting Officer, if any, appointed and the employee, or permit them to file written brief of their respective cases, if they so desire within \*15 days from the date of completion of production of evidence\*.

\* (Old clause no. 25 (16) replaced vide decision taken at the 161<sup>st</sup> Broad meeting held on 21/5/93)

*\*Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019 ]*

- (17) If charged sheeted employee does not submit the written statement of defense referred to in sub-rule (3) on or before the date specified for the purpose or does not appear in person, or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these rules, the inquiring authority may hold the inquiry ex-parte.
- (18) Whenever any inquiring authority, after having heard and recorded the whole or any part of the evidence in any inquiry cases to exercise jurisdiction therein, and is succeeded by another inquiring authority which has, and which exercises, such jurisdiction, the inquiring authority so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by its predecessor, and partly recorded by itself.

Provided that if the succeeding inquiring authority is of the opinion that further examination of any of the witness whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross- examine and re-examine any such witness as herein before provided.

- (19)(i) After the conclusion of the inquiry, report shall be prepared and it shall contain :-

- (a) A gist of the articles of charge and the statement of the imputations of misconduct or misbehavior;
- (b) a gist of the defense of the employee in respect of each article of charge;
- (c) an assessment of the evidence in respect of each article of charge;
- (d) the findings on each article of charge and the reasons therefore.

#### **EXPLANATION:**

If in the opinion of the inquiring authority the proceedings of the inquiry

establish any article of charge different from the original articles of the charge, it may record its finding on such article of charge.

Provided that the findings on such article of charge shall not be recorded unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.

- (ii) The inquiring authority, where it is not itself the disciplinary authority, shall forward to the disciplinary authority the records of inquiry which shall include :-
    - (a) the report of the inquiry prepared by it under sub-clause above
    - (b) the written statement of defense, if any, submitted by the employee referred to in sub-rule (13);
    - (c) the oral and documentary evidence produced in the course of the inquiry;
    - (d) written briefs referred to in sub-rule (16), if any, and
    - (e) the orders, if any, made by the disciplinary authority and an inquiring authority in regard to the inquiry.
- 20(a) The Inquiring Authority should conclude the inquiry and submit his report within a period of six months from the date of receipt of order of his appointment as Inquiring Authority.
- (b) Where it is not possible to adhere to the time limit specified in clause (a), the Inquiring Authority may record the reasons and seek extension of time from the disciplinary authority in writing, who may allow an additional time not exceeding six months for completion of the Inquiry, at a time.
  - (c) The extension for a period not exceeding six months at a time may be allowed for any good and sufficient reasons to be recorded in writing by the Disciplinary Authority or any other Authority authorized by the Disciplinary Authority on his behalf.
- (Amended vide 279<sup>th</sup> Board meeting held on 06.02.2018)*

## **26. ACTION ON THE INQUIRY REPORT**

- (1) The disciplinary authority, if it is not itself the inquiring authority may, for reasons to be recorded by it in writing remit the case to the same or another

inquiring authority for fresh or further inquiry and report and the inquiring authority shall thereupon proceed to hold the further inquiry according to the provisions of rule 25 as far as may be.

- (2) The Disciplinary Authority shall forward or cause to be forwarded a copy of the report of the inquiry, if any, held by the Disciplinary Authority or where the Disciplinary Authority is not the Inquiring Authority, a copy of the report of the Inquiring Authority together with its own tentative reasons for disagreement, if any, with the findings of Inquiring Authority on any article of charge to the employee who shall be required to submit, if he so desires, his written representation or submission to the disciplinary authority within fifteen days, irrespective of whether the report is favourable or not to the employee.
- (3)(a) In every case where it is necessary to consult the Commission, the Disciplinary Authority shall forward or cause to be forwarded to the Commission for its advice:
  - (i) a copy of the report of the Inquiring Authority together with its own tentative reasons for disagreement, if any, with the findings of Inquiring Authority on any article of charge; and
  - (ii) Comments of Disciplinary Authority on the representation of the employee on the Inquiry report and disagreement note, if any and all the case records of the inquiry proceedings.
- (b) The Disciplinary Authority shall forward or cause to be forwarded a copy of the advice of the Commission received under clause(a) to the employee, who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority within fifteen days on the advice of the Commission.
- (4) The Disciplinary Authority shall consider the representation, if any, submitted by the employee and record its findings before proceeding further in the matter as specified in sub-rules (5) and (6).
- (5) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in clauses (a) to (e) of rule 23 should be imposed on the employee, it shall, notwithstanding anything contained in rule 27, make an order imposing such penalty.
- (6) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge and on the basis of the evidence adduced during the inquiry is of the opinion that any of the penalties specified in clauses (f) to (j) of rule 23 should be imposed on the employee, it shall make an order imposing such penalty and it shall not be necessary to give the employee any opportunity of

making representation on the penalty proposed to be imposed.

- (7) If the disciplinary authority having regard to its findings on all or any of the articles of charge is of the opinion that no penalty is called for, it may pass an order exonerating the employee concerned.

*(Amended vide 279<sup>th</sup> Board meeting held on 06.02.2018)*

- 26 A-In the matter of promotion of employees against whom disciplinary/ court proceedings are pending or whose conduct is under investigation, the procedure may be followed in accordance with the procedure enumerated in Annexure III of Clause 20.0 of the Rules framed under Policy of Promotion for Executives.

*[Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019]*

## **27. PROCEDURE FOR IMPOSING MINOR PENALTIES**

- (1) Where it is proposed to impose any of the minor penalties specified in clauses (a) to (e) of Rule-23, the employee concerned shall be informed in writing of the imputations of the misconduct or misbehavior against him and given an opportunity to submit his written statement of defence within a specified period not exceeding 15 days. On receipt of the written statement of defence, if the disciplinary authority is satisfied that the misconduct imputed to the CO has not been established, he may, through a written order, drop the charges. On the other hand, if the disciplinary authority considers the CO guilty of the misconduct in question, he may impose one of the minor penalties. The disciplinary authority, in his discretion, may also decide to conduct an inquiry in the manner laid down in sub-rules (1) to (20) of rule 25, if in his opinion, holding of an inquiry is necessary to come to a definite conclusion about the guilt or innocence of the CO or if the employee requests for the same.

*(Amended vide 279<sup>th</sup> Board meeting held on 06.02.2018)*

- (2) The record of the Proceedings shall include -
- (i) a copy of the statement of imputations of misconduct or misbehavior delivered to the employee;
  - (ii) his defence statement, if any; and
  - (iii) the orders of the disciplinary authority together with the reasons therefore.



## **27A. SPECIAL PROCEDURE FOR INQUIRING INTO COMPLAINTS OF SEXUAL HARASSMENT OF WOMEN.**

A Complaints Committee will be set up in line with the norms prescribed by Hon'ble Supreme Court in Vishaka and others vs. the State of Rajasthan and others, which will inquire into complaints of sexual harassment made in terms of Rule 19A. The Complaints Committee will be deemed to be the inquiry Authority for this purpose and the report of this Committee shall be deemed to be the Inquiry Report under these rules.

### Note:

The Complaints Committee shall hold the inquiry proceedings according to the procedure laid down for imposing major or minor penalties, as the case may be, as far as possible and follow the principle of Natural Justice.

*(Added vide decision taken in the 219<sup>th</sup> board meeting held on 25.03.2006 & circulated vide Ref.no .P&T/01/001/85/87 dated 12.4.2006)*

## **28. COMMUNICATION OF ORDERS**

Orders made by the disciplinary authority under Rule 26 or Rule 27 shall be communicated to the employee concerned, who shall also be supplied with a copy of:

- i. \*Its finding of each article of charge, or  
where the disciplinary authority is not the inquiring authority, a statement of the findings of the disciplinary authority together with brief reasons for its disagreement, with the findings of the inquiring authority
- ii. a copy of the advice, if any given to the Commission, and
- iii. where the disciplinary authority has not accepted the advice of the Commission, a brief statement of the reasons for such non-acceptance.\*

*\*Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293<sup>rd</sup> Board meeting held on 13.8.2019*

## **29. COMMON PROCEEDING:**

Where two or more employees are concerned in a case, the authority competent to impose a major penalty on all such employees may take an order directing that disciplinary proceedings against all of them may be taken in a common proceeding and the specified authority may function as the disciplinary authority for the purpose of such common proceedings.

## **30. SPECIAL PROCEDURE IN CERTAIN CASES**

Notwithstanding anything contained in rule 25 or 26 or 27, the disciplinary authority may impose any of the penalties specified in Rule 23 in any following circumstances:-

- (i) the employee has been convicted on a criminal charge, or on the strength of facts or conclusions arrived at by a judicial trial, or
- (ii) where the disciplinary authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an inquiry in the manner provided in these Rules; or
- (iii) where the Board/Chairman is satisfied that in the interest of the security of the company, it is not expedient to hold any inquiry in the manner provided in these rules.

Provided that the employee may be given an opportunity of making representation on the penalty proposed to be imposed before any order is made in a case under clause (i):

Provided further that the Commission shall be consulted, where such consultation is necessary, and the employee has been given an opportunity of representing against the advice of the Commission within the time limit specified in clause(b) of sub-rule(3) of rule 26, before any orders are made in any case under this rule.

*(Amended vide 279<sup>th</sup> Board meeting held on 06.02.2018)*

### **30A. CONTINUATION OF DISCIPLINARY PROCEEDINGS AFTER RETIREMENT**

- (i) The disciplinary authority may impose penalty on delinquent employees on conclusion of such departmental proceedings which were initiated during their service time and have continued beyond the due date of their superannuation.\*
- (ii) Disciplinary proceedings, if instituted while the employee was in service whether before his retirement or during his re-employment, shall after the final retirement of the employee, be deemed to be proceeding and shall be continued and concluded by the authority by which it was commenced in the same manner as if the employee had continued in service .
- (iii) During the pendency of the disciplinary proceeding, the disciplinary authority may withhold payment of gratuity, for ordering the recovery from gratuity of the whole or part of the any pecuniary loss caused to the Company if the employee is found in a disciplinary proceeding or judicial proceeding to have been guilty of offences/misconduct as mentioned in sub-section (6) of Section 4 of the payment of Gratuity Act, 1972 or to have caused pecuniary loss to the Company by misconduct or negligence, during the service including service rendered on deputation or on re-employment after retirement. However, the provision of Sections 7(3) and 7(3A) of the payment of Gratuity Act, 1972 shall

be kept in view in the event of delayed payment, in case the employee is fully exonerated.

*(Added vide decision taken in 196<sup>th</sup> Board Meeting held on 25.9.2000)*

*\* Added vide decision taken in 293<sup>rd</sup> Board Meeting held on 13.8.2019*

**31. EMPLOYEES ON DEPUTATION FROM THE CENTRAL GOVERNMENT OR THE STATE GOVERNMENT OR THE STATE GOVERNMENT OR SUBSIDIARIES ETC.**

- (i) When an order of suspension made or disciplinary proceeding is taken against an employee, who is on deputation to the Company from the Central or State Government or a Subsidiary or another public undertaking, or a local authority, the authority lending his services (hereinafter referred to as the “lending authority”), shall forthwith be informed of the commencement of the disciplinary proceeding, as the case may be,
- (ii) In the light of the findings in the disciplinary proceeding taken against the employee-
  - (a) if the disciplinary authority is of the opinion that any of the minor penalties should be imposed on him, it may pass such orders on the case as it deems necessary after consultation with the lending authority;
  - (b) If the disciplinary authority is of the opinion that any of the major penalties should be imposed on him, it should replace his services at the disposal of the lending authority and transmit to it the proceeding of the inquiry for such action as it deems necessary.
- (iii) If the employee submits an appeal against an order imposing a minor penalty on him under sub-rule (ii) (a), it will be disposed of after consultation with the lending authority.

Provided that if there is a difference of opinion between the appellate authority and the lending authority, the services of the employee shall be placed at the disposal of the lending authority, and the proceedings of the case shall be transmitted to that authority for such as it deems necessary.

**32. PROVISION REGARDING EMPLOYEES LENT TO GOVERNMENT, SUBSIDIARY OR OTHER PUBLIC UNDERTAKING ETC.**

- (1) Where the services of an employee are lent to the Government or any authority subordinate thereto or to a Subsidiary or to any other public undertaking (hereinafter referred to as the “borrowing authority”) the borrowing authority

shall have the powers of the appointing authority for the purpose of placing such an employee under suspension and of the disciplinary proceedings against him.

Provided that the borrowing authority shall forthwith inform MSTC (hereinafter referred to as the lending authority) of the circumstances leading to the order of suspension of an employee or the commencement of the disciplinary proceedings as the case may be.

- (2) In the light of the findings of the inquiring authority against the employee: -
- (i) If the borrowing authority is of the opinion that any of the penalties specified in clauses (a), (b), (c), (d) or (e) of Rule-23 (minor penalties) should be imposed on the employee, it may, after consultation with the lending authority, make such orders in this case, as it deems necessary.
  - (ii) If the borrowing authority is of the opinion that any of the opinion that any of the penalties specified in clauses (f), (g), (h), (i) & (j) of Rule-23 (major penalties) should be imposed on the employee, it shall replace his services at the disposal of the lending authority and transmit to it the proceedings of the inquiry for such action as deemed necessary.

*(Amended vide decision taken in 214<sup>th</sup> board meeting held on 30.04.2005 circulated vide Ref. No. P&T/01/001/85/109 dated 6.5.2005)*

### **EXPLANATIONS:**

The disciplinary authority may make an order under this clause on the record of inquiry transmitted to it by the borrowing authority or by holding such further inquiries, as may deem necessary, as far as may be, in accordance with Rule 25, 26 or 27.

## **33. APPEALS**

- (i) An employee may appeal against an order imposing upon him any of the penalties specified in Rules 23 or against the order of suspension referred to in Rule 20. The appeal shall lie to the authority specified in the Schedule.
- (ii) \*An appeal shall be preferred within one month from the date of communication of the order appealed against. The appeal shall be addressed to the Appellate Authority specified in the Schedule and submitted to the authority whose order is appealed against. The authority whose order is appealed against shall forward the appeal together with its comments and the records of the case to the Appellate Authority within 15 days. The Appellate Authority shall consider whether findings are justified or whether the penalty is excessive or inadequate

and pass appropriate orders within three months from the date of appeal. The Appellate Authority may pass order confirming, enhancing, reducing, or setting aside the penalty or remitting the case to the authority which imposed the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case.

*\*Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in 293rd Board meeting held on 13.8.2019*

Provided that the Commission shall be consulted in all cases where such consultation is necessary and the employee has been given an opportunity of representing against the advice of the Commission within the time limit specified in clause (b) of sub-rule(3) of rule 26.If such enhanced penalty which the appellate authority proposes to impose is a major penalty specified in clauses (f), (g), (h), (i) and (j) of Rule-23 and an inquiry as provided in Rule 25 has not already been held in this case, the appellate authority shall direct that such an inquiry be held in accordance with the provisions of Rule 25 and thereafter consider the record of the inquiry and pass such orders as it may deem proper. If the appellate authority decides to enhance the punishment but an inquiry has already been held as provided in Rule 25, appellate authority shall give a show-cause notice upon him. The appellate authority shall pass final order after taking into account the representation, if any, submitted by the employee.

*(Amended vide 279<sup>th</sup> Board meeting held on 06.02.2018)*

**\*EXPLANATION-** Employee for the purpose of this Rule shall include a person who ceased to be in the employment of the Company.

*\*(Added vide decision of Board Meeting held on 21.10.99)*

### **34. REVIEW**

**+(i)** Notwithstanding anything contained in these rules, the reviewing authority as specified in the schedule may call for the record of the case within six months of the date of the final order and after reviewing the case pass such orders thereon as it may deem fit.

(ii) Provided that if the enhanced penalty, which the reviewing authority proposes to impose is a major penalty specified in clauses (f) to (j) of Rule 23 and an enquiry as provided under Rule 25 has not already been held in the case, the reviewing authority, shall direct that such an enquiry be held in accordance with the provisions of Rule 25 and thereafter consider the record of the enquiry and pass such order as it may deem proper. If the appellate authority decides to enhance the punishment but an enquiry has already been held in accordance with the provisions of Rule 25, the reviewing authority shall give show cause notice to the employee as to why the enhance penalty should not be imposed upon the employee. The reviewing authority shall pass final

order after taking into account the representation, if any, submitted by the employee.

*+Inserted in reference to DPE letter no. 15(07)/99-DPE-GM-VOL-III-FTS-2344 dated 11.12.2017 and amended vide decision taken in*

*293rd Board meeting held on 13.8.2019*

Provided that no order imposing or enhancing any penalty shall be made by any the reviewing authority unless the employee concerned has been given a reasonable opportunity of making a representation against the penalty proposed and where it is proposed to impose any of the penalties specified in clauses (f),(g),(h),(i) and (j) of rule 23 or to enhance the penalty imposed by the order sought to be revised to any of the penalties specified in those clauses, and if an inquiry under rule 25 has not already been held in the case no such penalty shall be imposed except after an inquiry in the manner laid down in rule 25 subject to the provisions of rule 30, and except after consultation with the Commission where such consultation is necessary and the employee has been given an opportunity of representing against the advice of the Commission within the time limit specified in clause (b) of sub-rule(3) of rule 26.

*(Amended vide 279<sup>th</sup> Board meeting held on 06.02.2018)*

**35. SERVICE OF ORDERS, NOTICES, ETC.**

Every order, notice and other process made or issued under these rules shall be served in person on the employee concerned or communicated to him by registered post at his last known address.

**36. POWER TO RELAX TIME-LIMIT AND TO CONDONE DELAY**

Save as otherwise expressly provided in these rules, the authority competent under these rules to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these rules for anything required to be done under these rules or condone any delay.

**37. SAVINGS**

- (1) Nothing in these rules shall be construed as depriving any person to whom these rules apply of any right of appeal, which had accrued to him under the rules which have been superseded by these rules.
- (2) An appeal pending at the commencement of these rules against an order made before the commencement of these rules shall be considered and others thereon shall be made, in accordance with these rules.
- (3) The proceedings pending at the commencement of the rules shall be continued and disposed as far as may be, in accordance with the provisions of the rules, as if such proceedings were proceedings under these rules.
- (4) Any misconduct, etc. committed prior to the issue of these rules, which was a misconduct under the superseded rules shall be deemed to be a misconduct

under these rules.

**38. REMOVAL OF DOUBTS**

Where doubts arise as to the interpretation of any of these rules, the matter shall be referred to the Board for final decision.

**39. AMENDMENTS**

The Board may amend, modify or add to these rules, from time to time, and all such amendments, modifications or additions shall take effect from the date stated therein.

**SCHEDULE****Schedule showing the delegation of powers in Disciplinary matters**  
**(Rule 20,23,24,33 & 34)**

| SL. NO. | DESCRIPTION OF POSTS                                       | APPOINTING AUTHORITY | DISCIPLINARY AUTHORITY           | APPELLATE AUTHORITY |
|---------|------------------------------------------------------------|----------------------|----------------------------------|---------------------|
| 1       | 2                                                          | 3                    | 4                                | 5                   |
| 1       | Posts to which appointments made by the President of India | President            | President                        | President           |
| 2       | Posts in the Grade of E-8 & above                          | Board                | CMD                              | Board               |
| 3       | Posts in the Grade of E-4 TO E-7                           | CMD                  | CMD                              | Board               |
| 4       | Posts in the Grade of E-0 TO E-3                           | CMD                  | Functional Director              | CMD                 |
| 5       | Non-Executives                                             | HOD- P&A             | General Manager nominated by CMD | Functional Director |

**Note:**

1. Notwithstanding the Disciplinary authority specified in the schedule, the major penalty of Compulsory retirement, Removal from service and Dismissal from service, as laid down under Rule 23 of MSTC CDA Rules, can only be imposed by the Appointing Authority or above.
2. In composite cases / common proceedings involving more than one employee where the disciplinary authority is of different level, an order for initiation of disciplinary action shall be made by the highest of such authorities. In composite cases / common disciplinary proceedings, where officers involved are under the ambit of different administrative Directors, the senior most Director as on date of initiation of disciplinary cases shall function as the disciplinary authority.
3. Where CMD is the administrative Director, CMD can nominate any Functional Director as the Disciplinary Authority and Appellate Authority will be CMD.
4. Where an Authority lower than the Disciplinary authority issues suspension / deemed suspension order to an employee, a report should be made to the Disciplinary Authority, immediately after such issuance.
5. In cases where Disciplinary Proceedings have been initiated, but the further progress like even appointment of Inquiry Officer/ Presenting Officer etc. has not taken place, the revised schedule of Authority as proposed above shall apply.
6. With the discontinuation of Committee, if any case is pending before the existing Committee as Appellate Authority, the same shall continue and the proceedings will be completed by such Committee.
7. Board, if necessary, may at its discretion on case-to-case basis constitutes a subcommittee to provide opportunity to the concerned employee to represent himself.
8. With the discontinuation of provisions for a separate Reviewing Authority the Appellate Authority will function as the Reviewing Authority.

*(Amended vide 302<sup>nd</sup> Board Meeting held on 14.12.2020)*



**FORMAT**

**BOND TO BE EXECUTED AND DELIVERED BY  
DIRECTORS/MANAGING DIRECTORS/CHAIRMAN-CUM-  
MANAGING DIRECTORS BEFORE  
TAKING OVER THE CHARGE**

THIS BOND is executed and delivered by me at .....on .....following the Government of India appointing me Director/Managing Director/Chairman-cum-Managing Director of ..... and in fulfillment of the condition regarding restriction on joining private commercial undertaking after my retirement.

**WHEREAS**

- a. Upon selection by the Public Enterprise Selection Broad, the Government of India, Ministry of Steel, vide its letter No.....dated ....., has conveyed the sanction of the President of India appointing me Director/Managing Director/Chairman-cum-Managing Director of.....(hereinafter referred to as the Corporation) with effect from .... on the terms and conditions set out therein.
- b. One of the conditions is that within one year from the date of my retirement from the service of the Corporation, I shall not accept, without the prior approval of the Government, any appointment or post, whether advisory or administrative, in any form or company, whether Indian or foreign, with which the Corporation has or had business relations; and that in case of my breaching this condition at any time during the said period of one year, I am liable to pay the Government of India/the Corporation a sum of Rs.5,00,000/-(Rupees Five Lakh).
- c. In terms of the said appointment order, I am required to give this Bond while taking over the charge as Director/Managing Director/Chairman-cum-Managing Director of the Corporation.

Contd...

**NOW THIS BOND WITNESSETH as under:**

1. That I hereby agree with the condition as set out in the said appointment order, inter-alia, that appointment or post, whether advisory or administrative, in any firm or company, whether Indian or foreign, with which the Corporation has or had business relations;
2. That in the case of my breaching this condition at any time during the said period of one year, I bind myself to pay the Government of India/the Corporation a sum of Rs.5,00,000/-(Rupees Five Lakh).
3. That the said sum becomes payable by me to the Government of India/the Corporation immediately upon the occurrence of the breach;
4. That the Government of India/the Corporation has all the right to proceed against me to recover the sum in the case of my failure to pay it up after it becoming due and that the Government of India/the Corporation may do so even beyond the said period of one year for any breach if committed by me during the bond period;
5. That it is on my own volition I have agreed to the above conditions and commitments;
6. That this Bond will become void and of no effect after the said period of one year.

IN WITNESS WHEREOF I,....., have put my hand on the date  
aforementioned.

..... (Signature)

Witness:

1.

2.



## **RULES REGARDING CHANGE OF NAME**

### **1.0 OBJECTIVE**

To regulate matters concerning change of Name of employees and matters connected therewith.

### **2.0 COVERAGE**

These rules shall be applicable to all employees of MSTC.

### **3.0 SCOPE**

These rules shall be followed in respect of change in Name whether consequent to change of religion or otherwise.

### **EXPLANATION**

- i) 'Name' shall be construed as including a Surname.
- ii) 'Change' in Name shall mean addition, alteration or deletion in the name of an employee.
- iii) Alteration in spellings shall also constitute a change in Name.

### **4.0 DEFINITIONS**

- 4.1 Company means MSTC and the Units/Offices under its charge.
- 4.2 'Employee' means persons employed by the Company including those under probation, but does not include casual or part-time employee or trainee.

### **5.0 PROCEDURE**

- 5.1 Employee desirous of changing his/her name shall be required to take the following steps prior to making a request to the Company for recording the change in his/her name.
  - i) To swear an affidavit before a first class Magistrate in support of the proposed change in name; and
  - ii) To get the copy of such Affidavit published in the Official Gazette of the State concerned and also in a local language newspaper having wide circulation.
- 5.2 The employee shall, thereafter, submit to his Controlling Officer, an application for change of Name alongwith the printed copy of the notification in the state Gazette, as also the Affidavit in Original along with newspaper cutting.
- 5.3 The Company shall not entertain requests for change of name unless the concerned employee has taken above steps as mentioned in Clauses 5.1 and 5.2.
- 5.4 Applications for change of name shall be scrutinised by the respective Office and shall be placed before the concerned Controlling Officer who will forward the application with his recommendations to the Head of the Personnel Department for his approval.

### **6.0 CHANGE OF SURNAME OF FEMALE EMPLOYEES AFTER MARRIAGE.**

- 6.1 Above procedure shall not apply to a female employee who wishes to change her name after marriage. A female employee shall be allowed to change name after her marriage on the basis of written request to that effect giving particulars of her marriage. Such change may be allowed with the approval of the Controlling Officer/Head of the Department.

## **7.0 TENURE**

- 7.1 These rules shall come into force immediate effect and shall supersede all the rules and regulations, orders, instructions issued earlier in this regard.
- 7.2 The Company reserves to itself the right to modify, cancel or amend any of the rules without prior Notice.

-----



**APPROVAL FOR ISSUANCE OF 'NO OBJECTION CERTIFICATE' FOR  
OBTAINING/RENEWAL OF INTERNATIONAL PASSPORT/VISA**

**THROUGH: PROPER CHANNEL**

**1. TO BE FILLED BY THE EMPLOYEE**

- a) Name & Designation of the
  - i. Person with P. No. :
- b) Details of Country intends
  - ii. to be visited :
- c) Purpose of Visit :
- d) Period of stay abroad :
- e) Date of Journey :
- f) Address of stay abroad :
- g) Source of Finance :

\_\_\_\_\_  
Signature of the employee

**2. FOR USE IN PERSONNEL & TRAINING DIVISION**

- i) If the person is under a Bond and the expiry date of Bond :
- ii) Can the No Objection Certificate be issued as per rules and remarks of Personnel Division :
- iii) Was any complaint received against the applicant having Vigilance angle:

\_\_\_\_\_  
DEALING EXECUTIVE/  
ASSISTANT

-----  
**II. PROPOSAL**

-----  
**IV APPROVAL OF COMPETENT AUTHORITY(HEAD OF PERSONNEL)**

-----



## **RULES REGARDING DETERMINATION OF DATE OF BIRTH**

### **1.0 OBJECTIVE**

To establish uniform policy and rules for determining the date of birth of employees of the Company.

### **2.0 SCOPE**

These rules shall be applicable to all employees of MSTC including Management Trainees.

### **3.0 DEFINITIONS**

3.1 'Company' means MSTC LTD.

3.2 'Employee' means a person employed by the Company including one under probation, but does not include casual or part-time employee.

3.3 'Appropriate Authority' means an authority to whom powers have been delegated.

### **PROCEDURE/RULES**

4.1 Every employee must declare his date of birth in the application or the prescribed form, before his first appointment and must produce confirmatory evidence in support of his declaration as mentioned hereunder. No person should be allowed to join the services of the Company without his date of birth having been declared/ recorded as prescribed.

4.2 The Company reserves the right to ask at any time an employee to produce documentary evidence about his date of birth.

4.3 Each person entering the services of the Company shall, in support of declaration of the date of birth, submit Matriculation/School Final Examination Certificate or equivalent examination or school leaving certificate.

4.4 In case of those who have not passed Matriculation/School Final Examination/equivalent examination at the time of entering the services the following documents containing his date of birth may be accepted as evidence of age, in the order in which they are enumerated below (in other words evidence at (b) will be accepted only if evidence at (a) is not possible, and so on.).

- a) School Certificate from educational institution where the candidate/employee studied.
- b) Service record/service certificate issued by previous employer in case of candidates/employees who had been in employment under Public Sector Enterprises/ Government departments or local body prior to joining MSTC.
- c) Attested extracts from Register of Birth and Death maintained by Gram Panchayats, Municipality, Municipal Corporation, Town/Notified area or an appropriate authority.
- d) Baptism Certificate from Church in case of Christian employees/horoscope in case of Hindu employees.
- e) Certificate of birth from Government hospitals where the candidate/employee was born.

4.5 The date of birth shall be accepted only according to Christian era. In case it is shown by some other Era, it shall be converted into corresponding Christian era.

4.6 Where the employee has not passed Matriculation/School Final Examination/equivalent examination or has not studied in a school and none of the documents indicated in 4.4 can be produced by him an affidavit attested by a magistrate to that effect shall be given by him alongwith the declaration of his age which after due corroboration by a Medical

Board nominated by the management, may be accepted as the proof of age. In case of difference between the age declared in the Affidavit and the age certified by the Medical Board, the higher age shall be accepted and recorded.

- 4.7 Wherever the Medical Board certifies a particular age in respect of an employee vide para 4.6, the date of birth shall be taken as the corresponding date after deducting the number of years representing his age from the date of his medical examination. For example, if the date of medical examination of an employee is 16<sup>th</sup> July, 1981, and the medical officer of the Company certified the age of the employee as 25 years, the date of birth to be recorded in the personal record of the employee shall be 16.7.1956.
- 4.8 In a case where the Matriculation or School Final or equivalent examination certificate or any acceptable document as produced by the employee/candidate, indicates only age in terms of year and month, the date of birth for the purpose of service records may be taken as the last date of such month. If age is mentioned in years only, the year of birth may be arrived at after deducting the given age from the concerned year and the last date of the year so arrived at, shall be taken as the date of birth.
- 4.9 Once the date of birth is accepted and recorded in accordance with provisions of para 4.4 at the time of joining or thereafter or as determined as per provisions of para 4.6, it shall become final and binding.
- 4.10 In respect of those employees whose date of birth has already been recorded in the descriptive roll/declaration form/service book of the employee and signed/thumb impressed by him, the date so recorded shall be deemed as final and binding.
- 4.11 In respect of employees already in service under MSTC, whose date of birth has yet to be determined, the provisions contained in these rules shall apply.
- 4.12 In case an employee produces more than one documentary evidence in support of his date of birth/age, the certificate indicating highest age shall be accepted in writing, after the appropriate authority has given him an opportunity of being heard.
- 5.0 If an employee has declared wrong date of birth and has produced false/fake or forged documentary evidence, this will be considered a serious misconduct and will be dealt with as per Conduct, Discipline & Appeal Rules of the Company/Standing Orders, as applicable.

## **6.0 TENURE**

- 6.1 These rules shall come into force with immediate effect.
- 6.2 The Company reserves to itself the right to modify, cancel or amend any of these rules without prior notice.



## **FORWARDING OF APPLICATION OF COMPANY EMPLOYEES FOR OUTSIDE EMPLOYMENT**

(Circular.No. A & P /07/017/87/5049 dated 14.4.87)

Instances have come to the notice when employees had applied for outside employment and subsequently requested for "NO OBJECTION CERTIFICATE" from the Management. Such Practice is not considered to be a healthy one. All employees are accordingly advised to follow the guidelines in this respect reproduced below:

- 1) During the first 2 years of service in a particular grade either on first appointment or on promotion, no application shall be forwarded for outside employment;
- 2) In the 3<sup>rd</sup> year of service in a particular grade only two applications will be allowed to be forwarded.
- 3) In the 4<sup>th</sup> year of service in a particular grade any number of applications can be forwarded for outside employment;
- 4) Employees on Agreement/Bond shall not be allowed for applying for outside employment during the validity of the Bond;
- 5) Applications in response to open advertisement from Central/State Government Departments/Autonomous Bodies and Public Sector Enterprises will only be entertained. All applications to be routed through Proper Channel shall be accompanied by a paper-cutting;
- 6) No application in response to any advertisement from Private Sector enterprises shall be allowed to be forwarded; and
- 7) Employees may, however, in the event of shortage of time apply directly to the Advertisers in response to the advertisement and submit the original for routing through Proper Channel.

**DECISION:** Forwarding towards any advertisement by UPSC inviting applications for direct recruitment shall be allowed to be forwarded irrespective of any of the restrictions stipulated under these guidelines, above.

All applications through Proper Channel shall be addressed to Asst. General Manager(Pers & Trg). No request for issuance of NOC subsequently will be entertained.

Employees are, therefore, advised to route their applications through Proper Channel well in time.

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## **EXIT POLICY**

It has been decided to implement an 'Exit Policy' for the employees on cessation/ termination of service from the Company. This will be implemented through formats as given below:

1. Checklist before release from the Company (Annexure-I)
2. Exit Interview form (Annexure-II)
3. Charge Relinquishing Report (Annexure-III)

The above formats have to be filled in by the appropriate Section/Department/Office and sent back to HR Department for record and/or necessary action.

This has the approval of the Competent Authority.



A.GOV.T. OF INDIA ENTERPRISE)

**CHECKLIST BEFORE RELEASE FROM THE COMPANY**

[To be certified by the employee and the Department concerned]

1. Exit Interview form as per Annexure-III (not applicable in case of retirement)

☐ Yes☐ No☐ If no, reason, thereof \_\_\_\_\_

2. Charge Relinquishing Report as per Annexure-II\*:

☐ Yes☐ No☐ If no, reason, thereof.3. Vigilance status has been obtained ☐ Yes ☐ No If no, reason thereof \_\_\_\_\_

4. Certified that the following have been withdrawn/surrendered/submitted [✓ wherever applicable]:

A) Access to:

☐ E-mail ID☐ Login Username☐ Special Access to \_\_\_\_\_

Remarks: \_\_\_\_\_

B)

\_\_\_\_\_  
Signature of Systems Deptt. (HO)☐ I-Card (enclosed)☐ Credit Card☐ Club Card☐ Library card☐ Keys of office drawer/locker/cupboard/room etc.☐ Company Telephone☐ Company Laptop☐ Company Mobile☐ Computer Accessories [Pen drives/CDs/other] \_\_\_\_\_☐ Calculator☐ Company Quarters☐ Any other, specify \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_  
Signature of RM/BM/P&A Deptt.

C) Loans &amp; Advances:

☐ HBA : \_\_\_\_\_☐ Car Loan : \_\_\_\_\_☐ TA Advance: \_\_\_\_\_☐ Purchase of Furniture(for Manager & above) \_\_\_\_\_☐ Any Other Advance/Loan: \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of F & A  
Department

\_\_\_\_\_  
**Signature of the Relinquishing Employee/Officer  
Name & Designation:**



### **EXIT INTERVIEW FORM**

NAME:

DESIGNATION:

DEPARTMENT:

LOCATION:

DATE OF JOINING:

DATE OF LEAVING:

Probable reason(s) for leaving the Company [Please✓]:

|                                           |                                  |
|-------------------------------------------|----------------------------------|
| a) Inadequate Salary:                     | f) Location Constraint           |
| b) Performance Evaluation & Reward System | g) Inadequate Growth opportunity |
| c) Lucrative Offer                        | h) Own Business                  |
| d) Family Problem                         | i) Going to competitors          |
| e) Others (if any).....                   |                                  |

1. Give your comment on the following:

1.1 Functional Style of seniors:

1.2 Decision Making:

1.3 Transparency Regarding Policies:

2. Your relationship with:

a) Seniors-  
Juniors-

b) Colleagues-

c)

3. What has been good/enjoyable/satisfying for you during your stay with us?

4. What has been frustrating/difficult/upsetting to you during your stay with us?

5. How could the organization have enabled you to make fuller use of your capabilities and potential?

6. Is there any consideration, which may induce you to change your decision to leave the company? If YES, what should be done?
7. [Optional] Details of the new organization where the employee would be joining (nature of business, whether competitor, designation, salary etc.)

---

Signature of Employee

---

Signature of Interviewer  
[HR Deptt./RM/BM]

SIGNATURE:

DATE:



**CHARGE RELINQUISHING REPORT**

(Ref. sl.no.12 of Delegation of Administrative Powers)

In pursuance to Office Order no. \_\_\_\_\_ dated \_\_\_\_\_, I do hereby relinquish my charge on this \_\_\_\_ day of \_\_\_\_\_

A) Files in my custody :

File No.

Subject

Location

A1) Any other documents in my custody secret or given by me to:

Description

Subject

Location

\*A2) Certified that all CRs and other Performance Reports for employees under my control have been filled in and submitted.

B) I do hereby hand over my keys of my Cup Board/Filing Cabinet/Drawers to

C) Resume of important decisions to be taken immediately.

D) The important issues pending are listed below:

File No. with subject

Brief narration of the issue

\*E) A brief Situation Report on the problems faced by us and strategies adopted, decisions taken but yet to be implemented etc. is enclosed.

\_\_\_\_\_  
Signature of Relinquishing  
Employee/Officer

\_\_\_\_\_  
Signature of Employee/  
Officer taking over, if any

\_\_\_\_\_  
Signature of Head of the Department



## **FOREIGN TOUR POLICY**

(Source: Circular no. P&T/15/012/17/305 dated 02-08-2018)

### **OBJECTIVE:**

The existing foreign tour policy is inadequate in its purpose due to change in RBI and DPE guidelines from time to time. Therefore, an elaborate policy needs to be enacted to ensure that all necessary approvals are obtained before proceeding on foreign tour.

### **1.0 PROCEDURE FOR UNDERTAKING TOUR ABROAD.**

- 1.1 Prior approval should be obtained from the Higher Authority for tours abroad. In case of Executives, the CMD in consultation with the HOD shall sanction the tour abroad.
- 1.2 On receipt of approval an office order will be issued by HOD (P&A)
- 1.3 The individual will also apply for Foreign Exchange and passage money for travelling as per the format at Annexure - A
- 1.4 F&A of MSTC would sanction Foreign Exchange and other expenditure on recommendation of P&A Division of MSTC as per the format at Annexure – B.
- 1.5 The individual on return from abroad has to settle the account within reasonable time as per format at Annexure – C.

### **2.0 PURPOSE OF TOUR**

The Executives of MSTC will be permitted to undertake foreign tours in the following instances:

- a) For discussion with foreign suppliers, collaborators, technology providers.
- b) To participate as a delegate in international conferences of repute pertaining to their area of operations.
- c) To participate in training programs of not more than 10 working days in reputed institute abroad.
- d) As part of delegation to visit other countries in connection with enhancement of various opportunities.
- e) Market survey and preliminary assessment of the business environmental conditions abroad in the interest of furthering business prospects of MSTC.
- f) As part of national delegation
- g) Official invitation of any agency related to Company's business
- h) Appearing for court cases etc.
- i) As necessitated by any other reasons in the interest of the Company.

### **3.0 TRAVEL ENTITLEMENT**

The class of entitlement for travel abroad for different categories of employees is detailed below:

| <b>Designation</b> | <b>Class of Travel</b> |
|--------------------|------------------------|
| CMD & Directors    | Business Class         |
| Others             | Economy Class          |

- 4.0** All executives designated to undertake tour outside India shall be entitled to a fixed Daily Allowance (DA), accommodation in hotels as per entitlement, expenses towards transportation, telephone, Fax, etc. the allowances are as below:

#### **4.1 CONSOLIDATED RATES OF DAILY ALLOWANCE (DA)**

1. Chairman/Managing Director/Director -250 USD per day
2. CGM/GM/Addl. GM -200 USD per day
3. Deputy General Manager and below -175 USD per day

**NOTE:** No bills are required to be submitted against the Daily Allowance.

#### 4.2 ADVANCES AGAINST HOTEL / OFFICIAL TELEPHONE/ FAX/ CONTINGENCES EXPENSES:

In addition to the daily allowance, the employees will be entitled to draw an advance against Hotel/ Official Telephone / Fax Contingency expenses as under on daily basis:

| Category of Employees | Amount of Advance admissible |                                  |
|-----------------------|------------------------------|----------------------------------|
|                       | Business                     | Seminar/ Workshop/ Training etc. |
| CMD                   | 500 US\$                     | 375 US\$                         |
| Directors             | 350 US\$                     | 250 US\$                         |
| CGM/GM/Addl.GM Grade. | 250 US\$                     | 215 US\$                         |
| DGM & Below Grade.    | 225 US\$                     | 150 US\$                         |

The employee will submit actual bills against the advance drawn on return from the tours.

#### 4.3 HOTEL CHARGES

When the accommodation abroad is booked by Indian Embassy or Company or self, the entitlement towards accommodation will be on actual basis as per the following entitlements.

| SL.NO. | Category       | Entitlement                            |
|--------|----------------|----------------------------------------|
| i)     | CMD            | Actual in 5 Star Hotel - Suit Room     |
| ii)    | Directors      | Actual in 5 Star Hotel – Deluxe Room   |
| iii)   | CGM/GM/Addl.GM | Actual in 4 Star Hotel - Standard Room |
| iv     | DGM & Below    | Actual in 3 Star Hotel - Standard Room |

#### 4.4 TRANSPORTATION EXPENSES

During foreign tour, the employees are entitled towards incurring expenses on account of transportation as per the limits detailed below:

| Category                         | Entitlements        |
|----------------------------------|---------------------|
| (a)CMD                           | @150 USD per day    |
| (b)Directors                     | @ 100 US \$ per day |
| (c)Executive of E6- E8 Grade     | @ 75 US \$ per day  |
| (d)Executive of E5 & Below Grade | @ 45 US \$ per day  |

##### Note :

- Extra expenses incurred in transportation will be approved by CMD as a special case.
- Advance may be drawn towards transportation expenses.
- Actual taxi fare from Airport to the place of stay will be reimbursed in full. Actual bills have to be submitted against the transport expenses incurred.

Wherever expenditure incurred on transport and contingency cannot be supported by documentary evidence, a declaration to that effect by the person who has been deputed on foreign tour will be accepted for admitting the claim within prescribed limit as a special case.

#### 5.0 ENTERTAINMENT ALLOWANCE:

In addition to the expenses towards DA, accommodation, transportation, phone, FAX, etc. the Executives shall also be entitled to Entertainment Allowance during foreign trips which is as under:

|                      |           |
|----------------------|-----------|
| Chairman             | -US\$2000 |
| Functional Directors | -US\$1000 |
| Other Executives     | - US\$500 |

Accounts of expenditures have to be rendered on return.



- 6.0** In case the stay of an employee at an overseas site exceeds 14 days, the Daily Allowance will be at the following rates:

|     |                                          |                  |
|-----|------------------------------------------|------------------|
| (a) | 15 <sup>th</sup> to 28 <sup>th</sup> Day | @75% of full DA  |
| (b) | 29 <sup>th</sup> Day onwards             | @ 60% of full DA |

- 7.0** DA for foreign tours abroad is to be regulated with reference to the period spent abroad i.e. landing in the country of duty, excluding the time spent on onward and return journey. Full DA for additional day is admissible for the additional time if it exceeds the 24 hourly slab.

## **8.0 MISCELLANEOUS ADVANCE**

In case the foreign visit involves business promotion where MSTC is to showcase its capabilities for attracting business from abroad. Chairman, MSTC may sanction a reasonable advance in foreign currency for meeting the actual business promotion needs. The advance in foreign currency shall be issued to the team leader, preferably in the form of Corporate Credit Card, specifying the limit of expenditure and heads under which the expenditure will be permitted, as deemed fit.

## **9.0 INSURANCE CHARGES**

- 9.1 Reimbursement of insurance charges charged during air journey is admissible subject to the certification of actual expenditure in respect of journeys taken by air only to those employees on tour who are not covered under the Annual Insurance Policy, if any, taken by the Company.
- 9.2 The employees visiting foreign countries on tour can avail the MSTC of overseas medical insurance provided by the nationalized insurance agencies on individual basis according to the likely duration of their stay abroad. The insurance premium paid will be reimbursed through their T.A Bills in Indian Currency on production of necessary vouchers in this regard. In cases where the employees are deputed for training abroad by the host company/Government, they will be allowed reimbursement of expenses incurred on taking medical insurance.

## **10.0 LEAVE WHILE ON TOUR ABROAD**

- 10.1 Secretary, Ministry of Steel can grant leave to CMD, MSTC while on tour abroad, subject to the exigencies of work in the Company, for a period not exceeding 50% of the actual period of duty abroad or 15 days whichever is less, for personal reasons. Sanction of leave has to be obtained before proceeding on leave.
- 10.2 CMD, MSTC can grant leave to Directors and Executives subject to the exigencies of work in the Company, for a period not exceeding 50% of the actual period of duty abroad or 15 days whichever is less, for personal reasons. Sanction of leave has to be obtained before proceeding on leave.

## **11.0 ENTITLEMENT DURING LEAVE WHILE ON TOUR ABROAD**

- 11.1 Entitlement of class of travel for the official journey shall remain unaffected.
- 11.2 No hotel & transport charges would be paid of the days of leave.
- 11.3 No daily allowance on the day(s) of leave.
- 11.4 Insurance coverage for the full period of stay abroad shall be borne by the company.

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## **CODE OF ETHICS AND BUSINESS CONDUCT FOR EMPLOYEES OF MSTC LIMITED**

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CONFLICT OF INTEREST. CONFIDENTIALITY OF COMPANY RELATED INFORMATION.  
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CONCURRENT DIRECTORSHIP OR EMPLOYMENT.  
SOCIAL AND ENVIRONMENTAL RESPONSIBILITY.

#### **1. PRELIMINARY**

- 1.1 This Code shall be called the Code of Ethics and Business Conduct for MSTC Employees.
- 1.2 It shall be applicable to all employees of MSTC Limited.
- 1.3 This Code supplements the various laws and regulations applicable to MSTC Limited, as also its internal policies, guidelines and the CDA (Conduct, Discipline and Appeal ) Rules, compliance with which is mandatory and violations punishable as prescribed.

#### **2. ETHICAL CONDUCT- GENERAL EXPECTATIONS**

- 2.1 This Code is a set of guidelines for ethical corporate and individual behaviour in conduct of business and discharge of duties.
- 2.2 The underlying values, principles and norms for such ethical conduct include among others, honesty, integrity, professionalism, fairness, accountability, credibility, diligence, respect for others, a sense of responsibility to the job, loyalty to the company, primacy of company's interests over personal interests, respect for the law, staying above the temptation to utilize official position or knowledge for personal gain, and a strong personal sense of right and wrong.

#### **3. WORKPLACE RESPONSIBILITY**

- 3.1 In addition to adhering to the basic values and principles underlying ethical behaviour, employees should also strive to abide by the principles of respect for all persons including those junior/subordinate to them or who are less advantaged; respect for individual dignity and rights; non-discrimination on the grounds of race, ethnicity, caste, material status or gender; and maintaining a work environment free of sexual harassment or exploitation.
- 3.2 It is incumbent upon all employees to treat all those who deal with them with courtesy, and respond to their queries or legitimate requests positively and on a timely basis.
- 3.3 Any misuse of one's position as a employee of the Company to seek or accept any gratification for doing what is a part of the employees' duty is clearly illegal and

unethical, and must be punished by the company appropriately. The same must also apply to any employee offering any gratification to anyone, or bringing extraneous pressure, for seeking any undue favour.

3.4 It is the responsibility of every employee to bring to the notice of appropriate authorities any violation of rules, regulations or codes of conduct, which they should do in a manner as may be prescribed by the company. However, it is also important that this facility is not misused to wrongfully harm someone, and such misuse must also be punished by the company appropriately.

3.5 Every employee should ensure at all times the integrity of the data/information furnished by him/her to the company or to the auditors/regulators/authorities.

**4. FAMILIARIZATION WITH RRELEVANT LAWS, REGULATIONS, POLICIES, RULES AND REGULATORY COMPLIANCE**

It is expected that all employees would study and familiarize themselves with laws, regulations and guidelines/standards issued by regulators that are relevant to their work, and ensure that they are complied with where they are responsible for doing so on behalf of the company or/and in their personal capacity.

They should also be familiar with the policies; rules etc. of the company, and follow them as a matter of course.

They should discharge their duties in this regard in a truthful, accurate, diligent and timely manner.

**5. PROTECTING ASSETS OF THE COMPANY**

5.1 It is the responsibility of all employees to ensure that all the assets of the company, tangible (such as machinery, equipment, systems, facilities, computers, vehicles, materials etc.) as also intangible (such as information and communications systems and technology, proprietary information, relationships, brand equity and intellectual property etc. ), must be used in the interest of the company, for the conduct of business and the purpose for which they have been provided, and to prevent any misuse or misappropriation for personal or unauthorized use.

**6. CONFLICT OF INTEREST**

6.1 Every employee must act in the best interest of the company, and ensure that any business or personal association which he/she may have does not involve a conflict of interest with the operations of the company and his/her role therein.

6.2 A conflict of interest, actual or potential, may arise where, directly or indirectly, an employee.

(i) Is unable to exercise an independent and unbiased judgment of the best interests of the company, or is impaired in any manner to act in it's the best interests, in view of his/her personal interest, or that of close relatives/associates, being involved or could be perceived to be involved;

(ii) Knowingly engages in a business relationship or activity with anyone who is a party to transaction with the company;

- (iii) Is in a position to derive an improper benefit, personally or to any or his/her relatives/associates, by making or influencing decisions relating to any transaction.
- 6.4 In situations where some historic conflict or interest exists, or where an inadvertent conflict or potential conflict comes to the notice of the employee, it must be reported immediately to the superiors.
- 6.5 In situations of doubt about the likelihood of a conflict/potential conflict of interest, the employee must disclose the matter to the superiors and seek clearance/directions.

## **7. CONFIDENTIALITY OF COMPANY RELATED INFORMATION**

- 7.1 Subject to the Code of Corporate Disclosure practices or any other relevant policy/instructions on disclosures to outside parties that may be prescribed in the company, information regarding the company's business should be treated as confidential and should not be shared with anyone within and outside the company, formally or informally, unless authorized to do so, and only to those authorized to receive it, with suitable safeguards as feasible, to prevent misuse of the information.
- 7.2 Information and data relating to, but not limited to, areas like financial performance and results, asset revaluations, investment plans/decisions, business strategies, marketing plans, sales or contracts, customer lists and details, proprietary, pricing or costing data etc. should be treated as confidential and not disclosed without proper authorization, while the employee is in service and even subsequently.
- 7.3 In situations where the performance of a specific job inherently requires sharing of information, including that of otherwise confidential nature (for example with auditors, board committees, regulators etc ), or where certain information needs to be provided under the law, regulations or in the course of any official enquiry/query, or in similar situations, appropriate authorization should be obtained.
- 7.4 Even in situations where some information relating to the company's business may be in public domain, its disclosure or elaboration should be done only by specifically authorized persons and within the bounds of the company's policies and guidelines.
- 7.5 The confidentiality of information pertaining to other entities with which the company has business dealings should also be equally respected and protected.

## **8 PROHIBITION OF USE OF COMPANY RELATED INFORMATION FOR PERSONAL GAIN**

- 8.1 No employee or his immediate family/close associates should derive, or assist anyone else to derive, any benefit from access to information about the company, or those with whom it does business, that is not in public domain, and therefore constitutes unpublished and price sensitive insider information not available to the investing public.
- 8.2 No employee should use or share such information for making or giving advice on making investment decisions about the securities of the company or of such entities with which it does business.
- 8.3 The existing laws and regulations on prevention of insider trading should be followed scrupulously by all employees of the company.

## **9. USE OF POSITION IN COMPANY FOR PERSONAL PURPOSES**

- 9.1 The employee should not use his official position in the company to obtain any support for activities in which he/she may be involved in a personal capacity, including those of a non-commercial nature, e.g. cultural, literary, charity etc, from anyone with whom the company has business dealings; nor should he/she use the official position, time or resources to pursue such activities, even if these may be desirable activities per se.
- 9.2 The employee should not seek or accept, directly or indirectly, any gift, donation or comparable benefits from anyone having business dealings with the company, except as prescribed under the policy or rules of the company.

## **10. CONCURRENT DIRECTORSHIP OR EMPLOYMENT**

- 10.1 No employee should accept any directorship or any employment, assignment or position of responsibility, including consultancy or freelance work, irrespective of whether it is with or without remuneration, in any other company or organization without specific approval.

## **11. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

- 11.1 The Company needs to be specially committed to issues that go beyond the financial performance of a company, such as those relating to corporate citizenship, health, safety, education, social justice, gender, climate change, and environmental sustainability, to name some. Their operations and business conduct should, to the extent feasible, benefit the localities and communities in which they operate, and must not be detrimental to them or to the local environment.
  - 11.2 The employees are responsible not just for carrying out the policies of the company in this context as a part of their duties, but should also integrate these concerns in their working, and contribute pro-actively in ensuring that the company operates as a good and responsible corporate citizen where a company operates in different geographies, the company and also its employees should respect the culture, customs and traditions of each country and region.
12. This will come into force w.e.f 30<sup>th</sup> December, 2011.



**POLICY FOR ENGAGEMENT OF OSDs**  
***(introduced vide P&T:08:022:18: 141 dated 08-05-2018)***

With the launch of various new business verticals like e-RaKam, Metal Mandi, Retail Software, Sale of Mineral and Sand Blocks, etc. there is a need for all the offices to put in efforts to develop new businesses and provide high quality services Pan India. In this regard, work of non-perennial nature comes to MSTC which calls for mobilization of manpower at a very short notice. In order to cater to the urgent and specific needs of the clients by the RO/BOs and other service departments, it is suggested that initially we may post OSDs, selected with specialization in the required field for the required locations.

The policy and the terms & conditions for such Engagement of OSDs on contract basis, is proposed below:-

Candidate engaged through this process shall be designated as OSD (OFFICER ON SPECIAL DUTY).

**1. SELECTION PROCESS:**

- a) **Requisition:** Proposal for engagement of person(s) on contract at a particular location shall be initiated by the concerned HOD, RM, BM, giving justification and job requirements. This will be approved by CMD.
- b) The processing of engagement shall be made by the Personnel department. Necessary assistance shall be extended by the RM/BM concerned.
- c) The minimum qualification for such candidates would be Graduation from recognized university in the requisite field. In case of fresh candidates, they must secure 60% marks in graduation. Exposure/ experience in the required field may be preferred based on job requirement. The qualification and desired experience shall be mentioned in the web notice/ advertisement.
- d) Any person having suitable/required qualification/experience may be eligible.
- e) **Source of Engagement:** The job specification and mode of selection shall be drawn on the basis of requirement submitted and as approved by the CMD.

The following are the sources of engagement:

- i) **Campus recruitment:** In order to get efficient candidates, who can start performing from the beginning, campus recruitment may be conducted in good educational institutes. Resumes of interested candidates will undergo screening which shall be followed by Group discussion, and interview by panel members selected for the process.
- ii) **Open Advertisement:** Applications shall be invited by hosting advertisement in MSTC's website and a small advertisement shall be issued in local newspaper.
- iii) **Local Employment Agencies/Exchanges:** Applications may be invited from local Recruitment agencies/Exchanges/National/Career Services.  
Single source of engagement or in combination may be opted as per the requirement with the approval of CMD.
- f) **Period of Submission:** Period for submission of applications/ list of probable candidates for Point Nos. (ii) & (iii) above may be given as 15 – 21 days from the date of web hosting/ advt. as the case may be.
- g) **Constitution of Selection Committee:**  
Committee for conducting group discussion and interviewing the shortlisted candidates shall be appointed by CMD.
- h) Appointment letter shall be issued by Personnel Department after obtaining CMD's approval on the recommendation of the interview committee.

**2. AGE LIMIT :**

Depending upon the nature of job, the age for selection shall be notified according to the requirement. The age limit may vary from 21 years to 62 years.

**3. WORK AREA FOR ENGAGEMENT:**

The OSDs shall be engaged in areas such as retail software, e-commerce, corporate planning, finance and accounts, personnel and administration, e-RaKAM, Metal Mandi, Sales and Operations, etc. or as may be decided by CMD based on business /operational requirement.

**4. PERIOD OF ENGAGEMENT:**

OSDs shall be engaged initially for a period of 1-2 years, as per requirement. The period of engagement of OSDs may be extended to a maximum of 5 years in a staggered way for capable candidates based upon the need and upcoming business requirement. The decision of extension shall lie with the CMD.

Candidates engaged as OSDs shall be given age relaxation under permanent recruitment provision of MSTC Limited. Refer section 6.

**5. COMPENSATION AND BENEFITS**

- a. OSDs shall be compensated based on the domain area of their engagement. The work areas are categorized into Technical and Operation/Peripheral.

| <b>TECHNICAL/SPECIALIST</b>                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>OPERATIONAL/ GENERALIST</b>                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| i) In case an OSD is engaged in technical area his/her monthly remuneration shall lie between<br><b>Rs. 50,000 to 1,20,000 /-</b>                                                                                                                                                                                                                                                                                                                    | i) In case an OSD is engaged in operational/peripheral area his/her monthly remuneration shall lie between<br><b>Rs. 40,000 to 1,00,000 /-</b> |
| ii) Payment/ reimbursement of other benefits towards conveyance, telephone, shall be decided by CMD on case to case basis depending on requirement for the assignment. In case they are required to go on tour with the approval of the Controlling Officer, they will be entitled to TA/DA as per the TA rules of the Company at par with officers of the Company of corresponding status or as per the terms that may be decided by the management |                                                                                                                                                |

**6. PROVISION FOR AGE RELAXATION**

Candidates engaged as OSDs under this policy and having worked for at least 1(one) year shall be given age relaxation upto 5 years, reasons to be recorded in writing, during the recruitment process of the Company, so that interested candidates can apply for permanent posts in MSTC Limited. Other criteria such as educational qualification, work experience, caste, etc. shall not be relaxed.

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