



Dedicated Freight Corridor

HUMAN RESOURCE MANUAL

(Second Edition)
for internal circulation only



Published - July 2024

- Note : 1. While every effort has been made to compile and consolidate all circulars, amendments, modifications, revisions in various HR policies in this HR Manual, in case any inconsistency is found in the manual, readers are requested to kindly bring it to the notice of HR Department, Corporate Office and partner in our endeavor to make the HR Manual both comprehensive and accurate for ready reference by all concerned.
2. Since HR Policies are quite dynamic, this Manual cannot be quoted for claims and legal purposes etc. for which the latest Policy Circular will be valid.
3. In case of any doubt, original policy circular may be referred.



Dedicated Freight Corridor Corporation of India Limited (DFCCIL)



R.K. Jain
Managing Director
Dedicated Freight Corridor Corporation of India Ltd.

FOREWORD

Dedicated Freight Corridor is the flagship project of Ministry of Railways which is the keystone of developing world class transport infrastructure for Viksit Bharat. To execute this biggest railway infrastructure project of modern India, Dedicated Freight Corridor Corporation of India Limited (DFCCIL) was established in 2006.

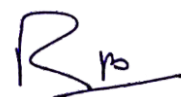
The success of challenging and magnanimous projects like DFCs rely heavily on technically skilled and focused workforce. An efficient Human Resources Management plays an important role in keeping the workforce motivated and committed to the organization. In a competitive world, Human Resource development and retention of talent to meet organizational objectives are the major challenges for HR department. In such a situation, clearly laid down HR processes/practices and continuously attuning those to the market benchmarks is an important responsibility of HR Department. It not only smoothenes the processes, but also avoids a lot many employee grievances.

This Manual for Human Resource Management is a consolidated compilation of various rules, orders and instructions issued from time to time covering various aspects of managerial tasks like recruitment, perks & allowances, D&AR, training and development, appraisal of performance, career progression, welfare of staff, and so on.

The 1st Edition of DFCCIL HR Manual was issued in 2012. Over the years, a number of amendments and modifications have taken place necessitating the need to issue a revised updated 2nd Edition of the Manual.

I am confident that this edition would serve as a good reference guide for our employees and set a benchmark of clarity and quality for others to emulate. I believe, we would continue to take proactive initiatives, including revisiting the existing HR systems to keep them aligned with our company's business strategy and sustain a high motivation level among our employees enabling them to contribute their best and to derive a culture of high performance.

I also take this opportunity to congratulate the HR team for coming up with the revised and updated 2nd Edition of the HR Manual. Best of Luck !



(R.K Jain)
Managing Director

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Chapter-I

HUMAN RESOURCE DEVELOPMENT PLAN

1. Vision statement of HR department of DFCCIL

Outstanding Human Resources Support and Service: Making a Difference at DFCCIL.

The HR department of DFCCIL is a strategic business partner in developing programs and practices that would make DFCCIL a model employer. The HR department endeavors to serve DFCCIL through alignment of HR policies with organizational goals, effective leadership, professional expertise, and quality consultation.

2. Mission and Values

The HR department serves the interests of the organization by supporting, developing, and protecting its most valuable resource - People. It is committed to providing quality services in an environment of continuous change; to achieving business results through development of world class HR core competencies by promoting innovation through continuous learning and employee empowerment; and by building a collaborative organization characterized by a challenging and supportive work environment that offers opportunities for both employee and organizational growth and at the same time being guided by ethical and professional standards.

This would be demonstrated by: -

- i) Providing cost effective innovative solutions that enhance individual and organizational capability and excellence;
- ii) Supporting employee/management by providing pro-active guidance, direction, interpretation and continuous evaluation of personnel policies, practices and programs and consultative services for enhancement to the various constituents of DFCCIL;
- iii) Promoting the full development and utilization of human resources organization including acknowledgement and respect for employee diversity;
- iv) Enabling employees in developing a culture of exceptional customer service and continuous learning, civic and social responsibility, thus contributing to sustainable growth of the national economy.
- v) Fostering a team-oriented approach to the provision of services to ensure consistent, transparent, equitable, and prompt responses to our customers' needs and questions;
- vi) Contributing to employees feeling stimulated, respected, challenged, treated fairly and valued and recognizing their contributions to the success and growth of DFCCIL.

3. The Company

The Board of Directors (BoD) of DFCCIL consists of one part-time ex-officio Chairman (Chairman/Railway Board is the part time ex-officio Chairman), Managing Director, four Functional Directors, two nominee Directors (one from Ministry of Railways and other from Planning Commission) and four non-official part time (Independent) Directors. The Functional Directors of DFCCIL are designated as (i) Director/Finance, (ii) Director/ Project Planning, (iii) Director/Infrastructure (iv) Director/Operation & Business Development. To lay down the strategy and broad direction for the functioning of the organization, the Functional Directors have been given responsibilities on the functional lines. Director (Project Planning) and Director (Infrastructure) are also responsible for the Eastern and Western Corridors respectively.

4. Organizational culture and values

4.1 Need for a distinctive work culture

- i) DFCCIL is a unique organization, ever conceived anywhere in the world.
- ii) DFCCIL will be operating the longest heavy haul network utilizing state of the art technology and mechanized system of maintenance
- iii) To achieve goals of each phase of life cycle, a distinct corporate work culture needs to be developed in the organization.

4.2 How this will be achieved

i) Transparency:

- HR system that is transparent, responsive, reliable, and pro-active by utilizing best practices aimed at intended customer satisfaction, provision of decision-making support that synergizes with overall corporate objectives/ goals.
- HR Feedback evaluation/reorganization through on-line paperless system.
- Developing a grievance redressal mechanism within set time standards.

ii) Top-down and Bottom-up approach:

- Top-down and Bottom-up approach for setting departmental/field unit goals so that every employee is involved in analysis and synthesis of targets to be achieved.

iii) Re-engineering of HR policies and practices:

- Re-engineering of HR policies and practices to provide responsive,

reliable and speedy delivery system by establishing target duration for each level or stage of the delivery system.

- Periodical/internal audit of existing HR practices, procedures, manuals to identify procedures which are obsolete and not in conformity with the existing and future corporate HR requirements.

iv) **Technology driven work culture:**

- An advance HR Management Information system which gives focus on eventual paperless office system.
- A single window System utilizing on line web based portals/offline touch screen information technology and communication system on a single digit number which gives access to; Sourcing information for internal and external customers; HR financial services, i.e. compensation packages, severance packages, performance related incentives; HR Career progression policies, i.e. promotion policy, career progression levels/ opportunities, performance appraisal / evaluation / gaps, training need identification/ opportunities.
- IT-enabled office so that there is no time lag in effective communication.
- Online data processing including sourcing of employees from open market.
- All corporate policy decisions and instructions to be uploaded on the official website of the company.

- v) Sourcing of work force compatible with organizational culture; training them to inculcate targeted attributes such as high degree of responsiveness, quality, integrity, decisiveness, teamwork and organizational commitment, Customer focus (both external and internal), development of competencies and work ethics.

5. **Labour relations and conflict resolution**

The labour relations and conflict resolution will be tackled through:

- Grievance redressal procedures
- Productivity enhancement

6. **HR Service/Legal Regulations**

The HR service and legal regulations will serve the various areas, some of which are as under:

- Hours of work for the employees
- Payment of minimum wages
- Contractual labour
- Safety programs

- Employee compensation.
- Disability
- Right to Information (RTI)
- Anti-Discrimination/Harassment policies

7. **HR System Audit and HR Budget**

- There will be periodical Audit of HR policies and programs to make changes as required/anticipated,
- Evaluation of costs saved due to HR policies aimed at prevention of employee accidents and absenteeism.
- Assessment of HR budgetary needs

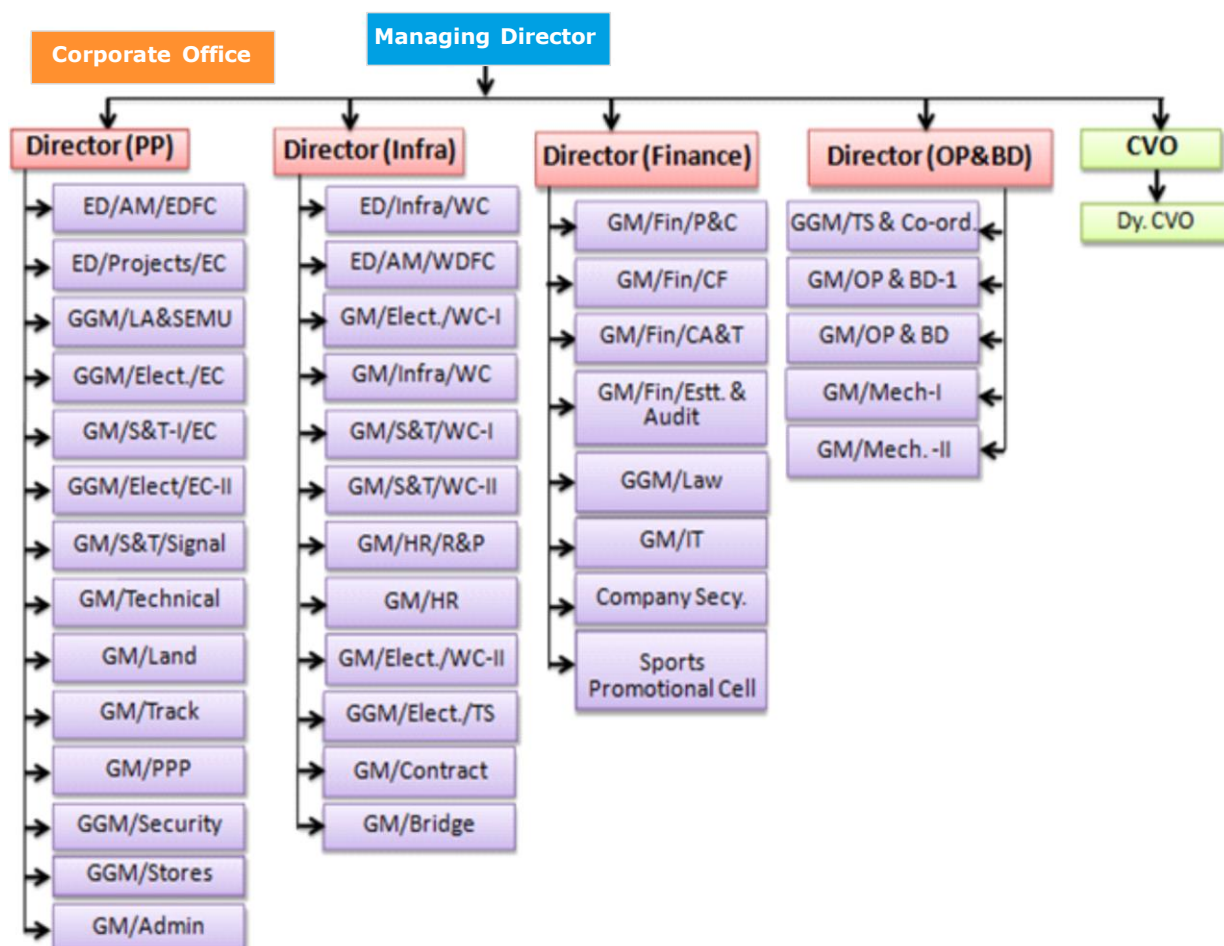
8. **Attracting and retaining talent**

8.1 **Sourcing of manpower and development of career progression plans:**

- Identification of levels to be filled by internal sourcing and external sourcing; mapping requirements and availability of compatible manpower, continuous environmental assessment and forecasting to keep track of various change drivers such as demographic shifts, changes in the economy and skills, as also internal DFCCIL's strategic plan and abilities to manage change. The overall goal would be to enable positioning of the right person for the right job at the right time.
- This would be linked with assessment of environment and anticipated changes, training and wage compensation package policies, job analysis, job design and provision of job descriptions and specification of the skills, knowledge and attitudes/experience required for each job/job level.
- Consultation with stakeholders would be an integral part of the career planning process.
- Timelines and measurable goals would be set.

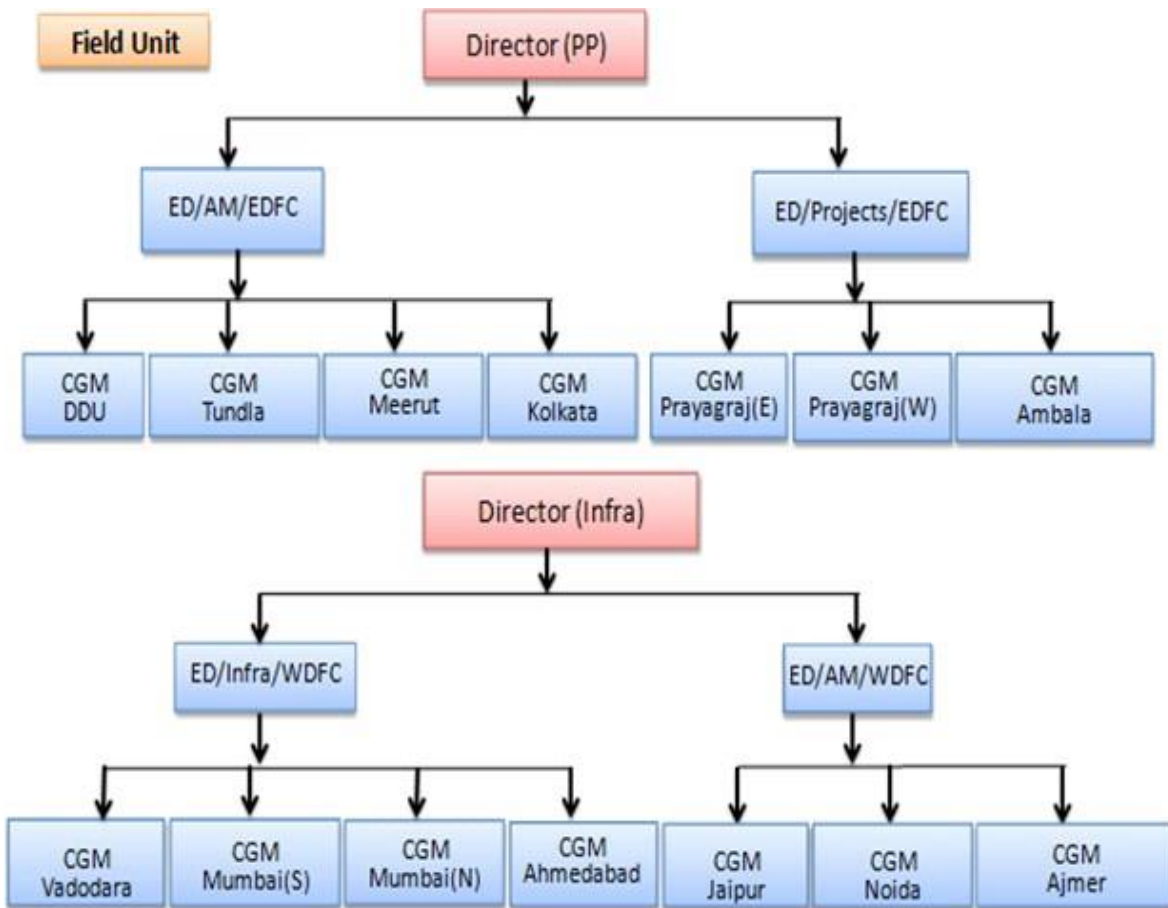
Annexure-I

Organizational Chart of Corporate Office



Annexure-II

Organizational Chart of Field Unit



Annexure-III**(a) Grade-wise Sanctioned Strength in Operation Phase.**

Grade	Sanctioned Strength
E9	9
E8	49
E7	31
E6	21
E5	118
E4	109
E3	484
E2	189
E1	941
E0	1500
N7	989
N6	
N5	
N4	1482
N3	
N2	
N1	
Total	5922

*** Excludes MD & Directors.**

Note: Proposal for E7 to E9 level posts sent to MoR for approval.

(b) **Department wise Sanctioned Strength in Operation Phase.**

S. No.	Department	Sanctioned Strength
1	CIVIL	1775
2	OP&BD	1456
3	S&T	1193
4	ELECTRICAL	1053
5	MECH.	93
6	SECURITY	83
7	FINANCE	81
8	HR	49
9	TRAINING SCHOOL	46
10	CORP. STAFF	28
11	IT	25
12	BD, COMMERCIAL & PPP	19
13	SECRETARIAL	9
14	LAW	6
15	ADMIN.	6
Total		5922

* Excludes MD & Directors.

Note: Proposal for E7 to E9 level posts sent to MoR for approval.

Chapter-II

RECRUITMENT POLICY

Section-I

Open Market Recruitment (Direct Recruitment)

Open Market Recruitment (Direct Recruitment) is to be done at levels of N1, N2, E0 & E2 in accordance with quota defined in para 3 of Promotion Rules/Policy, based on the following broad guidelines: -

- a) All open market recruitments shall be made through reputed recruitment agency.
- b) Eligibility conditions (educational qualifications as mentioned above), other requirements/conditions will be prescribed as per requirements from time to time, with approval of MD, DFCCIL for each cadre at relevant level/grade in the cluster.
- c) The detailed advertisement will be drafted by DFCCIL for publication in Employment News and other dailies as decided from time to time. Receipt of application, scrutiny and selection process shall be undertaken through a reputed recruitment agency.
- d) The process of selection may include Computer Based Written Test (one or two stage) and CBAT/PET, where prescribed.
- e) There will be no interview in terms of Railway Board's letter No.E(NG)-II/2016/RR-1/2 dated 16.02.2016.
- f) Reservations/relaxations for SC/ST/OBC/PwBD/ExSM/EWS etc. shall be as per GOI instructions.
- g) Formation of Panel and Stand-by Panel – Recruitment Agency will recommend a List/Panel up to the number of vacancies and give the merit list of all the candidates. For Document Verification, the number of candidates called will be equal to the number of vacancies (community-wise). No Stand-by List/Panel will be maintained. In case of shortfall in empanelment of candidates or other exigencies, DFCCIL Administration reserves the right to utilize/empanel candidates down the merit list, if required. However, going down the merit list will be entirely an administrative decision and any claim/request of candidate for going down the merit list against any shortfall in the Main Panel will not be entertained.

The recommendations of Recruitment Agency will be put up to Appointing Authority as per SOP for approval. Currency of panel will be for one year from the date of approval. Currency of panel can further be extended for one year with the approval of Appointing Authority as per SOP. If the Appointing Authority is of Director's level, Director/HR and if it is of

GM/GGM's level, GM/GGM (HR) will exercise this power.

(Para 5(d) to 5(g) amended vide Circular No. 15/2023 dated 03.04.2023).

- h) Offer of appointment will be issued only after suitability in the medical test from the approved Hospital. The appointment will be subject to verification of character antecedents, caste certificate (either online or through respective issuing authority) and verification of educational qualifications (either online or from the Institute through correspondence). Any adverse report received in the verification will lead to termination of services of the employee without assigning any further reasons.
- i) Direct Recruits will be required to execute a bond as per the policy.
- j) Internal candidates will be allowed relaxation in age criteria for Open Market Recruitment upto 8 years. Such a relaxation shall be admissible for open market recruitment at all levels except the lowest entry grade, which is N1.

(Circular No. 422/2020 dated 14.07.2020)

- k) The candidates who will join DFCCIL from other CPSEs/State PSUs/Govt. Dept. through proper channel, Pay protection will be given as per DPE guidelines.

(Circular No. 15/2019 dated 14.06.2019)

Section-II

Campus Recruitment

1 Campus Recruitment:

Campus recruitment shall be done as per the following procedure:

- (i) Number of candidates to be selected will be based on the requirement duly approved by Director concerned and within the regular cadre. Numbers so proposed will be approved by MD.
- (ii) Campus recruitment will be done from reputed institute as per the requirement to be pre-decided by MD.
- (iii) Selection Committee of three members of GGM/GM level will be nominated by MD, DFCCIL from concerned department, sister department and HR Department. The selection process will comprise of CGPA/percentage marks and written test.
- (iv) The Selection Committee will shortlist the candidates, on the basis of percentage of marks secured by them up to the last semester/latest CGPA available at the time, in the final year, as on date of campus selection. The candidates may be asked to appear for written test. Evaluation criteria will be 60% for CGPA/percentage performance and 40% performance in written test. Minimum Qualifying marks shall be 60% marks in Evaluation. The overall merit list will be drawn by selection committee. The Selection Committee will recommend the panel of successful candidates in the order of total marks awarded to the Competent Authority for approval.
- (v) The Selection Committee will frame the panel of successful candidates and submit the recommendations through HR Department to Competent Authority for consideration and approval.

Selected candidates will have to fulfill the Educational Qualification criteria as applicable to Direct Recruitment.

2. **Campus Recruitment from National Rail and Transportation Management / Transportation Technology in NRTI / Vadodara (now Gati Shakti Vishwavidyalaya) (GSV):**

Campus recruitment from National Rail and Transport Institute (NRTI) now Gati Shakti Vishwavidyalaya (GSV)/ Vadodara shall be done as per the following procedure:

- 1) Selection of the candidates will be for the post of Executive level (E0) in pay scale of Rs. 30,000-1,20,000 (Cluster C) in OP&BD, Civil and S&T Departments.

- 2) Number of Candidates to be selected through campus recruitment from GSV shall be:-

Number of Vacancies in the Recruitment Year	Number of Candidates to be selected through Campus Recruitment
Up to 10	One
More Than 10 - up to 20	Two
More Than 20 Vacancies	(Up to Max 5 with specific approval of MD)

- 3) Campus Recruitment shall be done for the following courses: -

S. No.	Courses	Specialization	Eligible for the post in DFCCIL as per the norms of Open Market Recruitment Policy
(i)	B.Tech.	Civil Engineering (Specialization: Rail Engineering)	Executive/Civil
(ii)	B.Tech.	Electronics and Communication Engineering (Specialization: Rail Engineering)	Executive /S&T
(iii)	BBA	Transportation Management	Executive/OP&BD
	B.Sc.	Transportation Technology	
	MBA	Logistics & Supply Chain Management	
	MBA	Transport Economics & Management	
	M.Sc.	Transport Information Systems & Analytics	

- 4) The service bond shall be executed by selected candidates as per the norms of DFCCIL, at the time of joining, as per extant policy.
- 5) Offer of appointment shall be subject to suitability in psycho (Computer Based Aptitude Test) test(for OP&BD candidates) and medical test.

(Circular No. 11/2021 dated 02.05.2021 and Circular No 13/2024 dated 26.03.2024)

Section-III

Deputation Policy

1. Recruitment Rules for induction on Deputation basis in DFCCIL.

- a) The Govt./Railway/PSU employee joining DFCCIL on deputation shall be entitled for Basic Pay in the Parent Cadre+deputation duty allowance in terms of the extant instructions issued by DOP&T vide their OM dated 17.06.2010 circulated by Ministry of Railways vide their 28.07.2010 and DPE's OM dated 26.11.2008.
- b) Grant of designations to such Deputationists in DFCCIL shall be determined based on the following criteria: -

A Grade/ Level	B Name of post	C Scale of Pay		D Eligibility criteria for deputation
		CDA	IDA	
N6	Junior Executive	Level 4	Rs. 28000 -80000	Central/State government employees working in analogous grade (Level 4) or PSU employees working in analogous grade in Rs. 28000-80000 (IDA)
N7	Junior Executive	Level 5	Rs. 29000 -91000	Central/State government employees working in analogous grade (Level 5) or PSU employees working in analogous grade in Rs. 29000-91000 (IDA)
E0	Executive	Level 6	Rs. 30000 -120000	Central/State Government employees working in analogous grade (Level 6) in relevant discipline or holding substantive posts in Level 5/Level 4 or PSU employees working in analogous grade or in Rs. 29000-91000 (IDA) with four years' of service in the grade.
E1	Sr. Executive	Level 7	Rs. 40000 -140000	Central/State Government employees working in analogous grade (Level 7) in relevant discipline or holding substantive posts in Level 6 or PSU employees

				working in analogous grade in relevant discipline or in Rs. 30000-120000 (IDA) (E0) with four years' service in that grade.
E2	Junior Manager	Level 8	Rs. 50000 -160000	Central/State Government employees working in analogous grade (Level 8) in relevant discipline or holding substantive posts in Level 7 (Level 8 in Accounts) or PSU employees working in analogous grade in relevant discipline or in Rs. 40000-140000 (IDA) (E1) with four years' service in that grade.
E3	Assistant Manager	Level 10	Rs. 60000 -180000	Group B officers of Central/State Govt. in the relevant discipline or PSU employees working in analogous grade in relevant discipline or in Rs. 50000 - Rs. 160000 (IDA) (E2) with four years' service in that grade.
E4	Manager	Level 11	Rs. 70000 -200000	Group B officers of Central/State Govt. with at least 4 years' of service in Group B (Gazetted) in relevant discipline or PSU employees working in analogous grade in relevant discipline or in Rs. 60000 -Rs. 180000 (IDA) (E3) with four years' service in that grade.
E5	Deputy General Manager	Level 12	Rs. 80000 -220000	Central/State Govt. officers holding Sr. Scale (Level 11) posts or Central/State Govt officers with 10 years' service in Group B and holding cadre posts in Level 10 in their parent cadre or PSU employees working in analogous grade in the relevant discipline or in Rs. 70000-200000 (IDA) (E-4) with four years' service in the grade.
E6	Joint General Manager	Level 13	Rs. 90000 -240000	Central/State Govt. officers working in analogous substantive grade (Level - 13) in the relevant discipline or in Junior Administrative grade (JAG) (Level 12) with 8 - 12 years' service in Group A in relevant discipline or PSU employees working in analogous grade in relevant discipline or in Rs. 80000-220000 (IDA) (E5) with four years' service in that grade.

E7	Additional General Manager	Level 13 A	Rs. 100000 -260000	Central/State Govt. officers working in analogous grade (Level -13 A) in the relevant discipline or in Selection Grade (Level-13) with minimum 12 years' in Group A in the relevant discipline or in Rs. 90000-240000 (IDA) (E6) with four years' service in the grade.
E8	General Manager	Level 14	Rs.120000 -280000	Central/State Govt. officers working in analogous grade (Level 14) in the relevant discipline or in SG (Level 13) with 17 years' service in Group A in the relevant discipline or PSU employees working in analogous grade in the relevant discipline or in Rs. 100000-Rs. 260000 (IDA) (E7) with four years' service in that grade.

(Circular No. 570/2020 dated 17.09.2020)

- c) The eligibility criteria indicated in Column 'D' above, i.e. standards prescribed for selection on deputation will be applicable for consideration of candidates on deputation only and same will not confer any right for selection on permanent absorption basis.
- d) The Field units of DFCCIL shall continue to be headed by only one Chief General Manager/General Manager (Coordination). Any other SAG(Level-14) or SG level officer(Level-13 with minimum 17 years' of Group-A service) if posted to a Field unit, he/she shall be designated as General Manager reporting to the respective CGM/GM (Coordination) so as to maintain unified flow of directions/command. The GMs of field units shall be entitled for perks and benefits as admissible to CGM/GM (Coord). However, such GMs shall exercise the powers of E7 level in terms of SoP, until further orders.
- e) While the designations will be granted to Deputationists on fulfilling the above criteria, the benefit of proforma promotion in their parent cadre will be allowed under NBR as per extant rules.
- f) The deputation tenure of Govt./Railway/PSU employees in DFCCIL shall be for a period of three (03) years from the date of joining on deputation which is further extendable upto 5 years.
- g) Further extension of tenure beyond 05 years, if any, may be processed with the approval of Ministry of Railways.

2. Re-designation (Upgradation) Policy for Deputationists

- a) Existing employees on deputation who have fulfilled the criteria of 17 years of service in Group 'A' will be considered for E8 grade as per the above eligibility criteria.

b) Re-designation within cluster:

Within the cluster E5-E7, E2-E4, E0-E1 & N5-N7, since the posts are on floating basis, Re-designation to deputationists may be granted on actual basis (not notional) if they are eligible/attain eligibility of higher post as per the revised deputation policy (Circular No 570/2020 dated 17.09.2020) and they may be posted against appropriate higher-level post (within the cluster).

On upgradation to higher position (within cluster), the financial benefits (perks & allowances) and higher designation will be given from the date of shouldering higher responsibility for which the officer will submit a joining report in terms of the order issued by HR.

c) Inter-cluster Re-designation:

i. If there is no vacancy, inter-cluster re-designation will be given on notional basis to such deputationists who are eligible/attain eligibility as per revised deputation policy (Circular No 570/2020 dated 17.09.2020). In notional re-designation, only financial benefit (perks and allowances) of higher level will be granted and designation/powers will remain the same. Financial benefits (perks & allowances) will be allowed from the date of issue of the order by HR.

ii. Whenever vacancy arises in higher grade, the officer on deputation who has been granted re-designation of higher grade / eligible for higher grade, will be considered for higher level post by the Committee of appropriate level and will be posted against higher grade post on regular basis, if found fit

d) Past cases decided otherwise need not be opened.

e) Permanent absorption will be done as per DFCCIL policy notified vide Circular 05/2021 dated 17.03.21, (Para 1.2 equivalence table indicating the eligibility criteria for absorption) already approved by the BoD in its meeting held on 24.02.21. The above re-designation will not confer any right for selection on permanent absorption.

(Circular No. 36/2022 dated 07.10.2022).

3. Modified Assured Career Progression (MACP) Scheme

1. Consequent upon the implementation of 7th CPC, DFCCIL vide Circular No.25/2018 dated 09.02.2018 have revised various allowances including Deputation (Duty) Allowance. Vide Sub-Para (i) and (ii) below Note of Para 3 under the Head "Deputation Allowance", it has been stipulated that in case where Basic Pay in the parent cadre has been upgraded on account of NFU, MACP, NFSG, etc. the upgraded Basic Pay under such upgradations shall not be taken into account for the purpose of deputation allowance. In case of proforma promotion under NBR, if:-
 - (i) The Pay Matrix is higher than the ex-cadre post, the basic pay under

such proforma promotion shall not be taken into account for the purpose of deputation (duty) allowance; and

- (ii) The Pay Matrix is equal to or below than the ex-cadre post, the basic pay under such proforma promotion shall not be taken into account for the purpose of deputation (duty) allowance.
2. The above matter has further been clarified by DOP&T vide OM No.2/11.2017- Estt (pay-II) dated 15.03.2021 (copy attached). The policy has been bifurcated into two parts as under:-
- (a) Below Level-13A (AGM in DFCCIL); and
 - (b) Level-14 (GM in DFCCIL).

3.1 Level-13A (AGM in DFCCIL) and Below:-

- (i) In cases where the basic pay in parent cadre has been upgraded on account of NFU, MACP, NFSG, etc. If the officer has opted for such upgraded pay of the parent cadre, in that event, the upgraded basic pay under such upgradations shall not be considered for the purpose of Deputation (Duty) Allowance.

In such cases, the Deputation (Duty) Allowance will be calculated taking the basic pay of the parent cadre which the officer was getting before such upgradation and the amount of the same would be further regulated every year on the basis of the pay arrived at by giving annual increments on the presumptive pay

- (ii) In the case of Proforma promotion under Next Below Rule (NBR)

If such a Proforma Promotion is in a Level of the Pay Matrix which is higher than that of the ex-cadre post, and the officer has opted for the upgraded pay of the proforma promotion, the basic pay under such proforma promotion shall not be taken into account for the purpose of Deputation (Duty) Allowance.

The amount of Deputation (Duty) Allowance would be calculated on the basis of the pre-upgraded presumptive pay that the officer was drawing prior to Proforma Promotion and the amount of the same would be further regulated every year on the basis of the pay arrived at by giving annual increments on the presumptive pay.

If such a Proforma Promotion under NBR is in a Level of the pay matrix which is equal to or below that of the ex-cadre post, Deputation (Duty) Allowance shall be admissible on the basic pay of the parent cadre post, under the proforma promotion, if opted by the deputationist.

3.2 Upgradation to Level-14 (GM in DFCCIL)

- i) In cases where the basic pay in parent cadre has been upgraded on account of NFU, MACP, NFSG, etc. The deputationist shall be given the option to draw the upgraded basic pay under such upgradations without

Deputation (Duty) Allowance or the pay which he was drawing before such upgradation with Deputation (Duty) Allowance, whichever is more beneficial as per the option of the officer.

- ii) In the case of Proforma Promotion under Next Below Rule (NBR)- The deputationist shall be given the option to draw the upgraded basic pay under such proforma Promotion without Deputation (Duty) Allowance or the pay which he was drawing before grant of Proforma Promotion with Deputation (Duty) Allowance, whichever is more beneficial as per the option of the officer.

The amount of Deputation (Duty) Allowance would be calculated on the basis of pre-upgraded presumptive pay that the officer was drawing prior to the grant of Proforma Promotion and the amount of the same would be further regulated every year on the basis of the pay arrived at by giving annual increments on the presumptive pay.

3.3 Guidelines for induction of TADKs attached to officers joining DFCCIL on deputation:

Any induction of TADKs (attached to officers joining DFCCIL on deputation) will be done as per following guidelines:

- a) Railway officers joining on deputation to DFCCIL having facility of TADK in Railways will have the option to either bring his/her TADK from the Railways on terms and conditions mentioned below or to avail the admissible TADK allowance.
- b) All railway officers who want to bring their TADK from the Railways have to give their request in writing on joining DFCCIL along with details of TADK and the requisite declarations, as mentioned above.
(letter no. HQ/HR/3/TADK/21 dated 14.02.2012)
- c) The TADKs proposed to be brought by the officer should be either a screened person or should have been granted temporary status as a Railway employee so that he/she becomes entitled to seek deputation to DFCCIL.
- d) Screened/temporary status TADKs joining on deputation terms with the officers will be allowed deputation duty allowance besides their parent pay. No other allowances, perks and benefits apart from their parent entitlement will be admissible to them in DFCCIL. However, the TADKs joining DFCCIL on deputation terms may opt for medical facility of the company (outdoor in the form of medical allowance in the salary + Indoor treatment) as per DFCCIL's Medical Rules.
(letter no. HQ/HR/3/TADK/21 dated 28.05.2013).
- e) The officers joining DFCCIL has to make a request by enclosing the details of the TADK proposed to be attached with him. Approval of the competent authority in DFCCIL will be obtained before forwarding his request to the concerned Railways.

- f) While forwarding the request it would be made clear to the Railways that the services of the TADK should be sent to DFCCIL only when he/she is either screened or acquired temporary status in the Railways
- g) Deputation of TADK to DFCCIL would be considered only when he has been relieved by the concerned CPO/other authorized personnel officer only, irrespective of the department where the employee is presently working in Railways.
- h) Following declarations have to be submitted by the officer, TADK and the concerned Railway before inducting a TADK on deputation to DFCCIL:
 - i) The officer with whom the TADK is attached has to declare that as and when the Officer is repatriated, TADK would also be repatriated.
 - ii) TADK has to declare that he/she will have no claim whatsoever to remain in DFCCIL, if the Officer with whom he is attached does not want to retain him or the officer is repatriated, whichever event happens earlier.
 - iii) The concerned Railway should give their consent to take back the TADK in the event of repatriation of the Officer and DFCCIL will have no liability in this regard.

All railway officers who want to bring their TADK from the Railways have to give their request in writing on joining to DFCCIL along with details of TADK and the requisite declarations, as mentioned above.

3.4 Scheme of reimbursement of journey expenditure to the extent of curtailed privilege passes during the deputation tenure of Railway employees in DFCCIL

1. As per Railway Servants (Pass) Rules' 1986, the normal entitlements of the privilege pass to the railway servants on deputation to DFCCIL is admissible upto two years for SAG & above level officers and upto three years for below SAG level officers and staff. Thereafter, only the number of passes admissible to a retired railway servant of his/her category is allowed.
2. Board of Directors (BoD)/DFCCIL, vide their 34th meeting held on 07.08.2012 approved the scheme of reimbursement of journey expenditure to the extent of curtailed privilege passes in favour of the railway employees during their deputation tenure in DFCCIL (3rd year and onwards for SAG levels and 4th year and onwards for below SAG levels), as per their entitlements under Railway Servants (Pass) Rules. Following procedure is to be adopted to implement this decision:-
 - a) Number of journeys eligible for reimbursement will be limited to number of curtailed passes by rail only by entitled class on production of proof of travel and expenditure.
 - b) The reimbursement facility will be admissible only after the due number of passes have been drawn from the lien Railways for which

the official will make a onetime declaration yearly and get the same certified by the Railway/Railway Board where his/her pass account is being maintained;

- c) The reimbursement will be limited to the actual number of persons undertaking the journey but not exceeding the entitled numbers as per Railway Pass Rules:
 - d) Cost of journey of attendant will not be reimbursed,
 - e) One to & fro journey and the one-way journey will tantamount to utilization of one set and half set pass respectively as per Railway pass Rules, and
 - f) Travel entitlement and rules governing such journeys will be the same as provided for in Railway Servants (Pass) Rules subject to the conditions mentioned from (a) to (e) above
3. In order to avail the benefits of this scheme, Railway officers and staff on deputation will be required to furnish the information regarding their entitlement, dependents etc. in the proforma enclosed as Annexure-I.
 4. Parallel pass account of the Railway Deputationists (for curtailed passes) will be maintained by HR/Corporate Office for those posted in Corporate Office and by the CGMs for those railway employees posted in their units.
 5. In the Corporate Office the request for reimbursement of journey fare with original railway tickets/proof of travel should be submitted to HR in the proforma enclosed as Annexure-II for processing & its onward transmission to Finance department for reimbursement. In the field Unit the reimbursement will be made with the sanction of respective CGM.
 6. The above scheme will be effective from 07.06.2012 i.e. from the date of approval of the scheme by the BoD/DFCCIL.

(HR Circular No HQ/HR/10/Passes/1 dated 26.09.2012)

ANNEXURE-I

YEAR: _____

Personal Particulars Form

(Declaration to be submitted at the time of making changes to the details given here under)
(To be filled by the Railway Employees)

1	Name of Official	
2	Employee Code	
3	Designation	
4	Place of posting in DFCCIL	
5	Date of joining in DFCCIL	
(A)	Relevant Bio Data Details	
1	Date of appointment in Railways	
2	Substantive Grade/Scale in Railways	
3	Date of Appointment to substantive grade in Railways	
4	Rate of Pay in substantive grade in Railways	
5	Designation in Railways	
6	Date of relieving on Deputation to DFCCIL	
7	Date of completion of Two years (in case of SAG and above)/ Three years (in case of below SAG level) of deputation tenure:	
(B)	DETAILS ABOUT PASS ENTITLEMENT	
1	Pass account maintaining office with address	
Entitlement of Passes (please enclose a copy of last pass issued)		
1	Class of Pass and travel entitlement	
2	Normal entitlement of passes and No of Passes issued in current year's account	
3	Curtailed number of passes in the current year of deputation tenure	
	List of dependents as given in Railway Pass Records and Rules	
	Name of Dependent	Relationship and DOB (Age)
1		
2		
3		
4		

I certify that the particulars furnished above are correct to the best of my knowledge and belief:

(Signature with

Name and Designation)

(To be issued by Pass Issuing Authority)

It is certified that the pass account of Shri/Smt/Kum... .., formerly (Railway designation at the time of proceeding to DFCCIL)..... and currently on deputation with DFCCIL is maintained by this office.

Further the details mentioned in section 'B' above are correct as per the pass records maintained by this office.

Place and Date

(Signature)

Official seal

Name of certifying officer

Designation

ANNEXURE-II

YEAR: _____

Application for Re-imbursement of rail journey expenditure to the extent of curtailed Privilege passes during deputation tenure of Railway employee in DFCCIL (to be filled by the Railway Officer)

1	Name of Claimant		
2	Employee Code		
3	Designation		
4	Place of posting in DFCCIL		
5	Date of joining in DFCCIL		
6	Date of appointment in Railways		
7	Substantive Grade/Scale in Railways		
8	Date of completion of deputation tenure of Two years (in case of SAG and above)/ Three years (in case of below SAG level):		
9	Annexure I duly filled up submitted	YES	
10	Normal entitlement of passes & number of passes withdrawn in this year's account (duly certified by pass account maintaining office)	Normal entitlement	Passes withdrawn in this year
11	Curtailed number of passes for which entitled in the current year of deputation tenure		
12	Curtailed Passes Already Availed for the current year of deputation		
13	List of eligible persons who have performed Railway journey (as per Railway Pass Rules)		
	Name of Dependent (Self)	Relationship and Age	
14	Journey Details		
		Outward Journey	Inward Journey
	From		
	To		
	Date of Journey		
	Class of Travel		

	PNR No.		
	Train No. & Name		
	Actual cost of ticket		
15	Original Journey Tickets enclosed		YES

An amount of Rs. may kindly be reimbursed towards the journey undertaken as per details given above. I certify that the above particulars furnished by me are correct to the best of my knowledge and belief. It is certified that thisset is due to me in the year

(Signature with

Name and Designation)

(For Use of HR Department)

No.HQ/HR/42/Curtailed/P.Passes

dated:.....

1. The Annexure "A" from Shri/Smt./Km.....
(Desig)... duly completed in all respect is available at Registration No.____
2. The application has been checked and found correct as per details certified by the pass issuing authority in Annexure "A" and as per entitlement indicated in the Railway Pass Rules.
3. An amount of Rs. (Rupees.....) can be reimbursed towards cost of ticket for the aforesaid journey including break journey for the individual(s) indicated above.

Dealing HR Officer

DGM/HR

DGM/Fin

Section-IV

Permanent/Immediate Absorption

The following policy for induction of employees on permanent and on immediate absorption basis shall be followed in the company:

1) Eligibility conditions:

- a) Absorption of employees working in Railways, other Govt. departments, Central PSUs and those already on deputation with DFCCIL shall be considered.
- b) Permanent Absorption (i.e. deputation followed by absorption) as well as Immediate Absorption (i.e. direct absorption) shall be made in IDA pay scale structure, as per extant policy of Company.
- c) Higher grade pay granted under MACP by the parent department shall not be taken in to account for the above eligibility criteria.
- d) The eligibility criteria for both permanent and immediate absorption to various levels shall be as under:

1.1 Permanent Absorption

Employees on deputation in DFCCIL shall be eligible to apply for permanent absorption in the same grade in which they are working. (Circular 05/2021 dated 17.03.2021)

1.2 Immediate Absorption

Post	Grade	IDA Scale/ comparable CDA scales	Eligibility criteria for immediate absorption		Educational Qualification for entry in lowest grade of the cluster
			CDA Scale	IDA Scale	
(1)	(2)	(3)	(4)	(5)	(6)
GM	E8	120000- 280000/ Level 14	Working in analogous grade (Level 14) or working in SG grade (Level 13) with 17 years of Group A service in relevant discipline	Working in analogous grade E8 (120000- 280000) with 20 years of managerial service or working in E7 (100000-260000) for a period of 04 years with a total of 20 years of managerial service.	

AGM	E7	100000-260000 Level 13 A	Working in analogous grade (Level 13 A) or in SG (Level 13) with minimum 03 years' service in Level 13.	Working in analogous grade E7 (100000-260000) with 16 years of managerial service or working in E6 (90000-240000) for a period of 04 years with total of 16 years of managerial service	
JGM	E6	90000-240000/ Level 13	Working in analogous grade (Level 13) or in JAG (Level 12) with minimum 08 years' service in Group A in relevant discipline	Working in analogous grade E6 (90000-240000) having 12 yrs. managerial service or working in E5 (80000-220000) for a period of 04 years and having total 12 years managerial service.	
DGM	E5	80000-220000/ Level 12	Group "A" or Group "B" officers working in Level 12 (Analogous Grade) or Working in Sr. Scale (Level 11) for a period of 04 years.	Working in analogous grade E5 (80000-220000) having 08 yrs. managerial service or working in E4 (70000-200000) for a period of 04 years having a total of 08 years managerial service.	
Manager	E4	70000-200000/ Level 11	Group "A" or Group "B" officers working in Level 11 (analogous Grade) Or Group "A" or Group "B" officers working in Level 10 with 4 Years' experience	Working in analogous grade E4 (70000-200000) having 04 years managerial service or working in E3 (60000-180000) for a period of 04 years and having a total of 04 years managerial service.	Relevant Degree from a recognized Institute with minimum 60% marks
Assistant Manager	E3	60000-180000/ Level 10	Group "A" officer working in level 10 or Group "B" working in Level 10 (analogous grade) or Group "B" officers with at least 3 years' service in Group	Working in analogous grade E3 (60000-180000) or working in E2 (50000-160000) for a period of 03 years.	

			B (gazetted) working in relevant discipline.		
Junior Manager	E2	50000-160000/ Level 8	Working in analogous grade (Level 8) Group "B" in relevant discipline or holding substantive posts in Level 7 (Level 8 in Accounts) for a period of 03 years.	Working in analogous grade E2 (50000-160000) or working in E1 (40000-140000) for a period of 03 years.	
Sr. Executive	E1	40000-140000/ Level 7	Working in analogous grade Level 7 (Level 8 in Accounts) in relevant discipline or holding substantive posts in Level 6 (Level 7 in Accounts) for a period of 4 years.	Working in analogous grade E1 (40000-140000) or working in E0 (30000-120000) for a period of 4 years	Relevant Diploma from a recognized Institute with minimum 60% marks, as approved from time to time as per Clause 1.3 ©.
Executive	E0	30000-120000/ Level 6	Working in analogous grade (Level 6) in relevant discipline or holding substantive posts in Level 5/Level 4 for a period of 3 years.	Working in analogous grade E0 (30000-120000) or working in N7 (29000-91000) for a period of 3 years.	
Jr. Executive	N6	28000-80000/ Level 4	Working in analogous grade (Level 4)	Working in analogous grade N6 (28000-80000)	ITI approved by NCVT/ SCVT / ITI equivalent, with not less than 60% marks in aggregate in ITI (Specific qualification/ trade for different cadre will be prescribed separately as approved from time to time as per Clause 1.3 (c)).

1.3 Note

- a) Managerial service will be counted w.e.f date of grant of IDA Pay scale of Rs. 50000-160000 or CDA pay scale of Level 8/ date of entry to Group "B".
- b) The maximum age of the applicant for absorption to the posts of AGM & below shall be 55 (Fifty-Five) years and that for the post of GM maximum age will be 57 (Fifty-Seven) years. The age will be reckoned as on the date of notification calling for application (Para 2.1 (a)) in case of deputationists seeking permanent absorption. In case of immediate absorption, the age will be reckoned as prescribed in the advertisement.
- c) Eligibility conditions (educational qualifications as mentioned above), other requirements/conditions will be prescribed as per requirements from time to time, with approval of MD, DFCCIL for each cadre at relevant level/grade in the cluster.

2. Selection Method

2.1 Notification of vacancies

a. Permanent Absorption

- i. Assessment of vacancies will be undertaken on 1st January every year.
- ii. The vacancies will be notified after assessment on 1st February of the year. The last date of receiving applications in corporate office HR for permanent absorption in DFCCIL will be 10th February every year.
- iii. GGMs/GMs/CGMs may forward the applications of the employees for permanent absorption in DFCCIL as per the above schedule accordingly.

(Circular 09/2024 dated 04.03.2024)

b. Immediate Absorption

- i. After assessment of vacancies, advertisement seeking applications for immediate absorption will be displayed on company's website and/or published in Employment News & other newspapers.
- ii. Normally, applications forwarded through proper channel would be considered. In cases where NOC/forwarded application/APARs is not received from the employer before the interview, the candidate would be provisionally interviewed based on self-certified copies of APARs and can be provisionally selected, subject to receipt of letter of acceptance of resignation from the competent authority in parent organization before joining DFCCIL.

2.2 Scrutiny Committee

a. Permanent Absorption

The Scrutiny Committee will not be required in case of permanent absorption as applicants are already working on deputation.

b. Immediate Absorption

The Scrutiny Committee shall be nominated by the Appointing Authority as per SOP.

2.3 Composition of Selection Committee
a. Permanent Absorption

Level of posts/category	Selection Committee
E3 & below	Committee Of GM/GGM Level including GM/GGM of concerned department to be nominated by MD
E4, E5, E6	Committee of EDs to be nominated by MD
E7, E8	Committee of Directors to be nominated by MD

b. Immediate Absorption

Level of posts/category	Selection Committee
E3 & below	Committee of GM/GGM Level including GM/GGM of concerned department to be nominated by MD
E4, E5, E6	Committee of EDs to be nominated by MD
E7, E8	Committee of Directors to be nominated by MD

2.4 Selection Criteria
a. Permanent Absorption

APARs (3 years)	Additional Professional qualification in the relevant field	Professional competence & managerial qualities/ Attributes (through presentation)	Personality, General awareness & communication skills (through interaction)	Total marks	Qualifying marks
30	10	30	30	100	75

*The qualifying marks shall be 75% in each component /attribute as well as in total except for the component pertaining to Additional Professional Qualification in the relevant field (*Circular 17/2021 dated 12.07.2021*).

*Where one or more APAR is not available out of 03 (three APARs), as prescribed, the Selection Committee may consider the APARs of preceding period.

*Applicant will not be considered in absence of APARs of 3 years.

b. Immediate Absorption

APARs (3 years)	Additional Professional qualification in the relevant field	Professional competence & managerial qualities/ Attributes (through presentation)	Personality, General awareness & communication skills (through interaction)	Total marks	Qualifying marks
30	10	30	30	100	75

* The qualifying marks shall be 75% in each component /attribute as well as in total except for the component pertaining to Additional Professional Qualification in the relevant field (*Circular 17/2021 dated 12.07.2021*).

*Where one or more APAR is not available out of 03 (three APARs), as prescribed, the Selection Committee may consider the APARs of preceding period.

*Applicant will not be considered in absence of APARs of 3 years.

2.5 Recommendations of Selection Committee

The Selection Committee, after assessment of the employees, shall prepare Select List/Panel. The recommendations of the Committee shall be put up to MD for approval.

2.6 Approval of Panel

The recommendation of the Selection Committee will be put up to MD for approval.

2.7 Notification of Panel

List of candidates approved on recommendation of Selection Committee shall be notified.

2.8 Currency of the Panel

The currency of the panel shall be for a period of 12 months.

2.9 Offer of appointment

a. Permanent Absorption

Offer of appointment will be issued after approval of Competent Authority. The validity of the offer will be for a period of one month. In case an employee does not accept the offer of Appointment within one Month, the offer of appointment will be deemed to have lapsed. After acceptance of the offer, the case will be referred to parent department for acceptance of technical resignation. The parent department should accept technical resignation within a period of 3 months. However, If the parent department does not accept the technical resignation within 3 months from date of submission, then, case would be put up to

MD/DFCCIL for extension of period for acceptance of technical resignation by parent department or cancellation of the absorption offer. Permanent absorption in DFCCIL shall be effective from the date following the date of acceptance of resignation by the parent organization.

b. Immediate Absorption

Offer of appointment will be issued only after suitability in the medical test from the approved Hospital. The appointment will be subject to verification of character antecedents, caste certificate (either online or through respective issuing authority) and verification of educational qualifications (either online or from the Institute through correspondence). Any adverse report received in the verification will lead to termination of services of the employee without assigning any further reasons. The validity of the offer will be for a period of one month. In case an employee does not accept the offer of appointment within one month, the offer of appointment will be deemed to have lapsed.

Other conditions:

- a) In terms of the DOP&T and DPE's instructions, in the case of deputation followed by absorption, the absorption in DFCCIL shall be effective from the date following the date of acceptance of resignation by the parent organization and in the case of immediate absorption, the date of joining shall be the date of absorption.
- b) Further, as per DOP&T/DPE's instructions, the absorbee shall sever all connections with the parent organization from the date of absorption in DFCCIL and he/she will not be allowed to revert to parent cadre. Such an absorbee will be governed by the rules/policies/instructions, etc. of DFCCIL in all respects.

4. Pay Fixation

- (i) The pay of the employee shall be fixed in IDA pay scale, in which absorbed, as given under Column 3 of Para 1.2, from the date of immediate absorption.
- (ii) For the employees working on deputation and permanently absorbed in DFCCIL, pay will be fixed in terms of Office Memorandum issued by DPE on the subject "Finalization of Terms & Conditions including Pay Fixation in respect of Board level executives of CPSEs, revised procedure thereof" as applicable to Below Board level executives, issued from time to time. (Circular No. 12/2022 dated 04.04.2022)
- (iii) Latest orders have been issued by DPE vide O.M. No. W-02/0035/2019-DPE (WC)-GL XIX/19 dated 17th Sept.2019. (Circular No. 12/2022 dated 04.04.2022)

- (iv) Individual cases of fixation of pay not covered under the above rule will be decided as per the principle contained in Fundamental Rules of Government of India/Railways and DPE required for its application in DFCCIL. MD would be the Competent Authority to decide the same.

5. **Interpretations:**

MD would be the Competent Authority to decide/clarify the provisions, issue necessary administrative instructions and procedural order, etc. for implementation of Absorption Policy. This policy may be reviewed periodically.

Format of Application for Permanent Absorption in DFCCIL.

Photograph

1	Name (in full)	
2	Date of Birth (Please enclose copy of Matric/10 th certificate)	
3	Community (UR/SC/ST/OBC) (Please enclose copy of relevant certificate)	
4	Service/Department in Parent Cadre	
5	Parent Railway/Deptt., Division & Unit	
6	Date of appointment in parent Deptt.	
7	a) Post held in parent cadre as on date	
	b) Date from which held	
8	a) Pay Level/Basic Pay in parent cadre as on date(substantive)	
	b) Date from which admissible	
	c) Pay Level/Basic Pay admissible under MACP scheme with Date	
9	Educational/Professional Qualifications (please enclose self-attested copies)	
10	Working Experience in parent Deptt. (attach separate sheet, if required)	
11	Date of Joining DFCCIL on deputation	
12	Post held on deputation	
13	Pay Level/Basic Pay on deputation	

Undertaking

I hereby submit willingness for being considered for permanent absorption in DFCCIL as per Absorption Policy of the company. Relevant documents are enclosed.

Place:

Name and Signature

Date:

Recommendation of the Controlling Officer

HR/Corporate Office

Section-V

Re-employment & Re-engagement Policy of Retired Govt./PSU employees in DFCCIL

The retired Govt./PSU employees have been re-employed/re-engaged in DFCCIL as Advisors, Consultants and on Re-employment basis in DFCCIL as per the following procedure: -

I. RE-EMPLOYMENT:

Engagement on Re-employment basis against the vacancies in Sanctioned Strength

(i) Eligibility: -

- (a) **Central/State Government** officials retired from the level 13/13A and below will be eligible for re-employment in DFCCIL.
- (b) **CPSE** officials retired from E7 and below will be eligible for re-employment in DFCCIL.
- (c) Re-employment will be made against vacancies in E7 (AGM) & below level posts. The eligibility of Retired Govt./PSU employees for re-employment to the various posts in DFCCIL will be as under: -

Retired in CDA/IDA Grade as indicated in the PPO (Substantive Grade)	Eligibility for re-employment in DFCCIL (Post)
Level-13A/IDA scale in E7	AGM (E7)
Level-13/IDA scale in E6	JGM (E6)
Level-12/IDA scale in E5	DGM (E5)
Level-11/IDA scale in E4	Manager (E4)
Level-09/10/IDA scale in E3	Assistant Manager (E3)
Level-08/IDA scale in E2	Jr. Manager (E2)
Level-07/IDA scale in E1	Sr. Executive (E1)
Level-06 (retired as Supervisors/IDA scale in E0)	Executive (E0)
Level-5/6 (retired as Sr. Technician or MCM)/IDA Scale in N7	Jr. Executive (N7)
Level-4&5/IDA scale in N6	Jr. Executive (N6)
Level-2&3/IDA scale in N5	Jr. Executive (N5)
Level-1/IDA scale in N4	MTS (N4)

(ii) **Remuneration: -**

- (a) Monthly remuneration @50% of last Basic Pay drawn plus applicable DA will be payable to the re-employed retired employees.
- (b) Other Charges/Allowances:

Re-employed post	Conveyance charges per month (in Rs.)	Mobile charges per month (in Rs.)
Manager(E-4) and above	4000/2000*	Rs. 500/-
Executive (E0) and above up to Assistant Manager (E3)	2000/1200*	
MTS Grade-IV (N3) to Jr. Executive (N7)	1600/1000*	

***If posted in cities other than Hyderabad (UA), Delhi (UA), Bangalore (UA), Greater Mumbai (UA), Chennai (UA), Kolkata (UA), Ahmedabad (UA), Surat (UA), Nagpur (UA), Pune (UA), Jaipur (UA), Lucknow (UA) and Kanpur (UA).**

Note: – Requirement for Re-employment

- 1) Re-employment beyond the age of superannuation should not be done as a matter of routine and should be based on the merits of each individual case. Engagement of retired Govt./PSU employees on re-employment basis may be kept restricted to the minimum, on need basis only and may be made only against sanctioned posts which are lying unfilled. Generally, Non-technical/non-professional employees should not be re-employed.
- 2) Re-employment will be resorted to where specific expertise is not readily available within the company and serving Government officers are not willing to join on deputation.
- 3) Efforts should be made through wide publicity for getting experts on deputation or other means.
- 4) In order to meet the shortage of staff for attending the failures, Retired running staff of Indian Railways may be engaged as Consultant or on Re-employment basis. They will be engaged on need basis on specific requirement for the train operations.
- 5) When a project is in mid-stream and withdrawal of the expert who is retiring will adversely affect completion of the project. This should be resorted to only in exceptional cases. Normally, arrangement should be made by the company in time so that retirement of an individual does not affect the company's business/completion of the project. Care should be taken that only officers having sufficient time before retirement should be posted on new projects so that necessity for re-employment for completion of the projects does not arise.
- 6) With permission for re-employment, the organization may review requirement of consultants, contract appointments, Advisers, etc.

(Ministry of Railways letter No.2003/PL/60/51 dated 06.09.2004 & DFCCIL Circular No.HQ/HR-Re-Emp-Engmt.Pol/10 dated 31.07.2014)

II. Re-engagement:

- (i) The services of Advisors/Consultants will not be against Sanctioned strength. They will be purely on need basis where specific expertise is required.
- (ii) Re-engagement of retired officials should be need based for a specific assignment and for a specific duration.
- (iii) The system of engaging Advisors/Consultants on retainer-ship basis i.e. without specifying and specific assignment for a specific duration shall not be permitted and it should be discontinued with immediate effect.
- (iv) The services of Advisors/Consultants should be hired only in the areas where specific expertise is required. The retired officer engaged as Advisor/Consultants should have active current involvement in the profession or recent experience of railway working during the last three years.
- (v) Re-engaged officials shall not be allowed to take regular work of the companies.
- (vi) Re-engaged officials shall not undertake work which involves entering into financial commitments for exercising powers or matters which are likely to Bind the company.

(Circular No. HQ/HR-Re-Emp-Engmt.Pol/10 dated 31.07.2014)

(A) Engagement as Advisors

(i) Eligibility: -

Central/State Government officers of the rank of HAG and above i.e. Principal Executive Director/Advisors, Additional Members/Additional Secretary level officers, Members/Secretary level officers, Chairman, etc.

CPSE officers of the rank of Executive Directors (E9), Directors and Managing Directors/CMD.

(ii) Remuneration: -

- (a) Rs.6700/- per diem
- (b) In case their services are utilized for half a day, the remuneration will be 60% per diem rate.
- (c) Monthly remuneration shall be restricted to maximum of 15 days in a month.
- (d) Rs.1000 per day for Transport Charges (on claim basis)

(Circular No.29/2019 dated 01.10.2019)

(B) Engagement as Consultants**(i) Eligibility: -**

- (a) Central/State Government officials of the rank of SAG and below will be eligible for Re-engagement as Consultant in DFCCIL.
- (b) CPSE officials of the rank of E-8 and below will be eligible for Re-engagement as Consultant in DFCCIL.

(ii) Remuneration: -

- (a) Monthly remuneration @ 50% of last Basic Pay drawn plus DA will be payable to the re-engaged retired employees.
- (b) Other Charges/Allowances

Retired in CDA/IDA Scales as indicated in PPO (Substantive Grade)	Conveyance charges per month (in Rs.)	Mobile charges per month (in Rs.)
For officers of the rank of SAG (Level-14)/E-8	5000/2500*	Rs. 500/-
For officers of the rank from level 13A to 10/E7-E3	4000/2000*	
For officials of the rank from level 9 to 6/E2-E0	2000/1200*	
For officials of the rank from level 5 to 1/N7-N4	1600/1000*	

***If posted in cities other than Hyderabad (UA), Delhi (UA), Bangalore (UA), Greater Mumbai (UA), Chennai (UA), Kolkata (UA), Ahmedabad (UA), Surat (UA), Nagpur (UA), Pune(UA), Jaipur (UA), Lucknow(UA) and Kanpur (UA)**

III. Other Conditions for re-employment /re-engagement of retired officials: -

- i. Such retired persons who are clear from vigilance angle should only be engaged on re-employment / re-engagement basis.
- ii. Retired employees from Railway/Other Govt. Dept./PSUs may be re-engaged/ re-employed for a period one year at a time till 65 years of age with the approval of MD. Cases of Re-employment / Re-engagement beyond 65 years will require approval of BoD.
- iii. Allowance payable to the staff against the running duty like Tower Wagon Driver (TWD) /Shunting Duties-Any Re-employed/re-engaged (Consultant) staff posted for running duties (TWD/Shunting) will be paid kilometerage Allowance as per the rates specified vide para 5.1.2.

of circular No.403/2020 dated 01.07.2020. The rate will be determined on the basis of eligibility as defined in Para – I (i)(c) above. Allowance will be available only on the dates they perform the running duties.

- iv. The TA/DA/Hotel charges for retired officials posted in corporate office for travel on official duty beyond 60 Km at the TA rates applicable to equivalent level official on the basis of eligibility as defined in Para I(i)(c) above will be payable. For SAG level officers, TA/DA shall be applicable as given to E8 level officers. For Advisors, TA/DA shall be applicable as given to E9 level officers.
- v. No separate vehicle is to be provided to retired employees.
- vi. Retired re-employed officials/consultants posted in field units being deputed to various sites/ on tour to assess the progress of the work shall be eligible for TA/DA/Hotel charges on tour at the rates defined for the equivalent scales in DFCCIL as per extant instructions. There shall be no restriction of 60 kms as envisaged for Consultants/Re-employed retired employees posted in Corporate Office.
- vii. Similarly, retired re-employed officials/consultants posted in field units / corporate office whenever they are posted on roster duties and engaged for night duty or on national holiday, shall be eligible at the rates defined for the equivalent scale in DFCCIL.
- viii. Both Re-employed and Consultants will be granted two (2) days leave for each completed month of employment in DFCCIL and such leave shall not have any specific nomenclature like CL, earned leave, etc. The accumulated leave cannot be carried forward to the next calendar year.
- ix. Only officials with good conduct and integrity should be considered for re-engagement/re-employment. Details should be checked up from concerned administrative Ministry / Department.
- x. Retired employees should not be sent abroad unless prior approval of Ministry of Railways has been obtained.
- xi. No other allowance is admissible.

*(Circular No.HQ/HR-Re-Emp-Engmt.Pol/10 dated 10.11.2014, Circular No.29/2019 dated 01.10.2019,
Ministry of Railways letter No.2003/PL/60/51 dated 06.09.2004)*

IV. **Procedure for engagement of retired Govt./State PSU/CPSEs officials as Consultants or on Re-employment basis: -**

Issue of advertisement and selection process- Notification for re-employment /re-engagement shall be advertised on the website of the DFCCIL for conducting walk-in-interview by Corporate Office /HR, duly specifying the eligibility criteria.

- (i) The selection process will be through walk-in-interview/calling of application as defined in the notification.

(ii) The **Selection Committee** will be constituted as under: -

- ▶ **For Advisor (s):** Committee of Director level will be constituted consisting of 2 Directors with the approval of MD.
- ▶ **For Consultants/Re-employed:** Committee of GGMs/GMs/CGMs level will be constituted consisting of three (3) members with the approval of MD.

(Circular No. HQ/HR-Re-Emp-Engmt.Pol/10(Pt.II) dated 14.08.2014 and 17.08.2015)

(iii) Selection Criteria for retired officials for Re-engagement/Re-employment will be as under:-

Marks out of 40			
Domain Knowledge	Age	Personality	Total
30	5	5	40
Qualifying marks will be 60% out of 40 marks.			

V. **Vigilance Clearance:**

Instructions issued by DPE/ DoP&T / Ministry of Railways/ CVC from time to time, shall apply.

VI. **Medical Examination:**

Retired officials from Central/State Govt./CPSEs before being engaged as Consultants/Re-employed will require to undergo medical examination.

VII. **Police Verification**

- (i) After issuing orders for re-employment/re-engagement of retired employees, Verification form will be sent to concerned SPs for Police Verification and a copy of the same will also be sent to Vigilance Department of DFCCIL for information and coordination.
- (ii) In case, any adverse report in the Police Verification, the services of retired employee will be terminated immediately without any notice and remunerations paid to retired employee will be refunded/deposited to DFCCIL by him/her.

(Circular No. HQ/HR-Re-Emp-Engmt. Pol/10(Pt.II) dated 21.11.2014)

VIII. **Conflict of Interest**

- (i) Retired officials from Central/State Govt./CPSEs for engagement as Advisors/Consultants or Re-employed is expected to display, utmost honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of Advisors/Consultants/Re-

employed are not found satisfactory or found in conflict with the interests of the Government, his/her services will be liable for discontinuation without assigning any reason.

- (ii) Retired officials from Central/State Govt./CPSEs for engagement as Advisors/Consultants/Re-employed appointed on full time basis would not be permitted to take up any other assignment during their tenure with DFCCIL.

IX. Uniform

- (i) Retired re-engaged/re-employed operating officials in field units involved in train operations in the station premises/yard must wear Uniform during duty period and may be allowed reimbursement of the cost of uniform @Rs.833/- per month.
- (ii) Type/Colour of Uniform shall be same as the Uniform of regular employee and as per extant instructions issued from time to time.
- (iii) Other departmental staff working on re-engaged/re-employment basis in field units may be given safety jacket where required to be put on to identify as official engaged with DFCCIL.
- (iv) The issue of deciding which retired re-engaged/re-employed is performing train operations in the station premises/yard be left to the discretion of the concerned CGMs/GMs (Co-ord.)/GMs of the Field Units.

X. Tenure and Extension of the tenure of Retired Officials

- (i) Tenure of Advisors shall be initially for a period of 6 months.
- (ii) Tenure for Re-employed and Consultants shall initially be a period of one year.
- (iii) Extension of tenure, if any, will be considered based on the need of the said specific assignment.

Note: Format for sending the proposal of extension is placed at **Annexure-I** for Corporate Office and at **Annexure-II** for Field Unit.

- (iv) Cases for extension, if required, may be processed at least 6 months in advance along with detailed justification including working report of the retired employee. It will be the responsibility of the Unit Head to ensure that the proposals with complete documents are submitted in one go to avoid any further correspondence.

(Circular No.HQ/HR-Re-Emp-Engmt.Pol/10(Pt.II)L dated 14.08.2014)

- (v) In case no sanction for extension is issued, the official will stand relieved on the last date of the sanctioned term. No post-facto sanction for extension of the tenure will be processed.

(Circular no.HQ/HR-Re-Emp-Engmt.Pol/10(Pt.II)L dated 05.05.2016).

- (vi) In the case of extension also, the vigilance clearance shall be sought from the Vigilance Deptt. of DFCCIL for the period of further extension of engagement in DFCCIL and an undertaking should be taken from the retired employees about being cleared from any vigilance case after engagement.

(Circular No.HQ/HR-Re-Emp-Engmt.Pol/10 dated 06.05.2015).

XI. **Termination Notice**

DFCCIL can cancel the appointment at any time without providing any reason for it. However, in the normal course it will provide one month's notice to Consultants/Re-employed. The Consultant/Re-employed can also seek for termination of the Contract upon giving one month's notice to DFCCIL.

XII. **Other Miscellaneous matters**

The Nomination and Remuneration Committee (NRC) may be informed from time to time of persons engaged as Advisors, Consultant and on Re-employment basis in DFCCIL.

(DFCCIL Circular No.29/2019 dated 01.10.2019).

XIII. **Interpretation**

- (a) MD would be the Competent Authority to decide, clarify, amend or modify the provisions and issue necessary administrative instructions and procedural order, etc. for implementation of Policy on engagement of retired Govt./PSU officials as Advisors, Consultant and on Re-employment basis in DFCCIL.
- (b) Instructions issued by DoP&T/DPE/ Ministry of Railways/CVC, in future, in this regard shall be applied in DFCCIL. However, for enhancement of remuneration etc., matter will be placed before the BoD.
- (c) Instructions will be applicable to the retired officials re-employed or re-engaged as Consultants/Advisors from the date of issue of instructions. Past cases shall not be re-opened and a separate contract shall be signed for the balance period.

Annexure-I**(For Corporate Office, DFCCIL)**

Performa for sending the proposal for extension of re-employment/re-engagement tenure of retired Govt. employees presently working in DFCCIL on re-employment/ re-employment basis.

1.	Name			
2.	Designation in DFCCIL and Employee ID			
3.	Eligible for the post as per policy Circular No. 28/2022 dated 22.07.2022.			
4.	Retirement Details			
4.1	Date of birth and Date of Retirement			
4.2	Designation from which retired			
4.3	Department from which retired			
4.4	Place of posting at retirement			
4.5	Org./Railway from which retired			
4.6	Pay scale/GP/Level from which retired as per PPO (IDA/CDA)			
4.7	Last pay drawn as per PPO			
4.8	Pension fixed as per PPO			
5.	Job description/Duty list of the proposed consultant/ re-employed			
6.	Justification			
7.	Financial Implication (in case of field units, duly vetted by Finance head of the field unit)	Rs ----- P.A.		
8.	Vacancy position	No. of sanctioned post in the relevant Grade	On-Roll (including Permanent, absorbed, Deputationist, Contractual, Consultant/ Re-employed)	Vacancy
9.	Integrity Certificate	Proforma attached.		
10.	Remarks, if any			

Enclosures:

1. Willingness of the concerned re-employed/re-engaged employee.
2. PPO/Service Certificate.
3. Financial Implication duly vetted by Finance head of the field unit.

Initiating Officer:

Name:

Designation:

Dated:

Functional Head of the department (GGM/GM)

GM/HR/CO

Annexure-II**(For Field Unit)**

Proforma for sending the proposal for extension of re-employment/re-engagement tenure of retired Govt. employees presently working in DFCCIL on re-employment/ re-employment basis.

1.	Name							
2.	Designation and employee ID							
3.	Eligible for the post as per policy Circular No. 28/2022 dated 22.07.2022							
4.	Retirement Details							
	4.1	Date of birth and Date of Retirement						
	4.2	Designation from which retired						
	4.3	Department from which retired						
	4.4	Place of posting at retirement						
	4.5	Org./Railway from which retired						
	4.6	Pay scale/GP/Level from which retired as per PPO (IDA/CDA)						
	4.7	Last pay drawn as per PPO						
	4.8	Pension fixed as per PPO						
5.	Job description/Duty list of the proposed consultant/re-employed							
6.	Justification							
7.	Financial Implication (in case of field units duly vetted by Finance head of the field unit)		Rs P.A.					
8.	Vacancy position	<table border="1"> <tr> <td>No. of sanctioned post in the relevant Grade</td> <td>On-Roll (including Permanent, absorbed, Deputationist, Contractual, Consultant/ Re-employed)</td> <td>Vacancy</td> </tr> <tr> <td colspan="3"></td> </tr> </table>	No. of sanctioned post in the relevant Grade	On-Roll (including Permanent, absorbed, Deputationist, Contractual, Consultant/ Re-employed)	Vacancy			
No. of sanctioned post in the relevant Grade	On-Roll (including Permanent, absorbed, Deputationist, Contractual, Consultant/ Re-employed)	Vacancy						
9.	Integrity Certificate		Proforma attached.					
10.	Remarks, if any							

Enclosures:

1. Willingness of the concerned re-employed/re-engaged employee.
2. PPO/Service Certificate.
3. Financial Implication duly vetted by Finance head of the field unit.

Initiating Officer:

Name:

Designation:

Dated:

CGM/Field Unit

GM/HR/CO

Section-VI

Appointment on Compassionate Ground

Grant of compassionate appointment is a social security measure, as per which appointments can be made on compassionate ground to a dependent family member of DFCCIL regular employee, to tide over the immediate financial crisis.

1. **Objective:** The objective of the scheme is to grant appointment on compassionate ground to a dependent family member of DFCCIL regular employees, who dies (natural/accidental), leaving his/her family in penury- and without any means of livelihood, so as to relieve the family of DFCCIL employee concerned, from financial destitution and to help, to tide over the crisis.
2. **Applicability:** The scheme shall be applicable to dependent family member of a regular DFCCIL employee, who dies while in service and also for those who have died while in service during the last 5 years.
3. **Dependent Family Members Dependent Family member means: -**
 - (i) Spouse, or,
 - (ii) Son (including adopted son); or,
 - (iii) Daughter (including adopted daughter)-unmarried/widowed/divorcee who was wholly dependent on DFCCIL employee, at the time of his/her death in harness.
4. Employee for the purpose of these instructions means an employee appointed on regular basis and not one working on daily wages, or casual, or, an apprentice or, ad-hoc, or on contract, or on re-employment/consultant basis.
5. **Competent Authority to make compassionate appointment:** MD, DFCCIL shall be the Competent Authority to make compassionate appointments in DFCCIL.
6. **Posts and qualification for which Compassionate appointment can be made: -**
 - 6.1 **Posts:** Compassionate Appointment shall only be made at the Grade of N1 (16000-45000) and E0 (30000-120000), where there is an element of Direct Recruitment. In case compassionate ground appointee and a candidate recruited through open market join on the same day, the candidate joining through open market will be placed before those appointed through compassionate appointment. No compassionate appointment shall be permissible in intermediate grades, or, on a scale higher than that of 30000- 420000. The recruitment on Compassionate

grounds shall be made on the basis of educational qualification and applicable medical standards etc.

- 6.2 **Qualification:** A candidate shall be considered as per qualification possessed by the candidate at the time of death of deceased employee, or, if the candidate is enrolled for a course, on basis of qualification acquired, or completion of such course. Candidates who have passed Matriculation examination will be appointed in N1 grade. Candidate who has passed Graduation Examination will be subjected to Suitability test and will be appointed to the posts in E0 grade as per the requisite qualification for various posts in E0 Grade for different cadres. If any Candidate fails to pass the Suitability test prescribed for E0 Grade posts, he/she will be appointed to N1 Grade. Any candidate who is not ITI qualified (which is the requisite qualification for N1 Grade as per Recruitment and Promotion policy) will be enrolled in DFCCIL Apprentice Quota under National Apprenticeship Promotion Scheme launched by Ministry of Skill Development and Entrepreneurship, implemented by Regional Directorates of Apprenticeship Training (RDATs) under the control of Directorate General of Training. Such persons will not be eligible for any further promotion till they obtain requisite qualification and issue of National Trade Certificate/ National Apprenticeship Certificate.
7. **Eligibility:** Following shall be the eligibility criteria for appointment on compassionate grounds:
- (i) The family is indigent and deserves immediate assistance for relief from financial destitution.
 - (ii) The applicant for compassionate appointment is eligible and suitable for the post in all respects, as per the extant rules and regulations
 - (iii) The person seeking appointment on compassionate grounds should fulfil the conditions of eligibility regarding age and educational qualifications prescribed for appointment to the posts or grade concerned as defined for Direct Recruitment as explained above.
 - (iv) The lower age limit of the candidate seeking compassionate appointment shall be 18 years. Upper age limit in case of children (son/daughter) shall be 35 years. For spouse seeking appointment there shall not be any upper age limit (i.e. less than 60 years).
8. **Determination/Availability of vacancies:** Appointment on compassionate grounds shall be made on regular basis. Appointment for E0 Grade shall be subject to qualifying the Suitability test which will be based on written examination. For N1 Grade, there will be no Suitability test. A maximum of three chances shall be given to a general category candidate, while in case of candidates, who are SC/ST Widow, a maximum of four chances, shall be given. The pass marks in the written test shall be 50% for UR candidates and 40% of OBC/SC/ST and PH candidates. Fitness in medical test shall be mandatory and shall be as per the norms of open

market recruitment. Appointment shall be subject to fitness in medical examination, as per the applicable standards.

9. The Committee constituted for considering a request for appointment on compassionate ground should limit its recommendation to appointment on compassionate grounds only in really deserving cases and only if vacancy meant for appointment on compassionate ground is available, with the approval of Competent Authority.
10. **Time limit for considering applications for Compassionate Appointment:** All appointments on compassionate grounds should be made within a period of five years from the date of occurrence of the event. The period of five years may be relaxed by MD, DFCCIL subject to the following conditions —
 - (i) The case should not be more than 10 years old as reckoned from the date of death.
 - (ii) The widow of the deceased employee should not have remarried at the time of appointment.
 - (iii) The benefit of compassionate appointment should not have been granted at any time to any other member of the family of the deceased employee.
 - (iv) The circumstances of the case should be such as to warrant relaxation of the time limit of five years.
 - (v) The reasons for relaxing the time limit should be placed on record.
 - (vi) The request for compassionate appointment should have been received by DFCCIL as soon as the son/daughter to be considered for compassionate appointment has become a major, with relaxation for completing the educational qualification required for the post if candidate is pursuing.
11. **Where there is an earning member:** In deserving cases even when there is already an earning member in the family, a dependent family member may be considered for compassionate appointment, with the prior approval of MD. Before approving such appointments, the Competent Authority shall satisfy himself/herself that the grant of compassionate appointment is justified having regard to the number of dependents, assets and liabilities, left by DFCCIL employee, income of the earning member as also his/her liabilities, including the fact whether the earning member is residing with the family of the deceased DFCCIL employee and whether he/she should not be a source of livelihood, to the other members of the family. In cases where any member of the family of deceased DFCCIL employee is already in employment and is not supporting the other members of the family of the DFCCIL employee, extreme caution has to be observed in ascertaining the economic distress of the members of the family of DFCCIL employee, so that the facility of appointment on compassionate grounds is not circumvented and

misused, by putting forward the ground that the member of the family already employed, is not supporting the family.

12. **Procedure:** A Committee of three officers shall be constituted to recommend appointments, consisting of three GGMS/GMs to be nominated by MD. Recommendations of the Committee shall be placed before Competent Authority, i.e MD for a decision.
13. **Undertaking for maintenance of the family of the deceased employee:** A person for appointment on compassionate grounds under the scheme should give an undertaking in writing that he/she will maintain properly the other family members who were dependent on the DFCCIL employee in question, and in case, it is proved subsequently (any time), that the family members are being neglected, or, are not being maintained properly by him/her, his/her appointment shall be terminated henceforth.
14. **Request for change in post/person:** When a person has been appointed on compassionate ground to a particular post, the set of circumstances, which led to such appointment, should be deemed to have ceased to exist. Therefore,
 - (i) He/she should strive in his/her career like his/her colleagues, for future advancement.
 - (ii) An appointment made on compassionate ground cannot be transferred to any other person and any request for the same on consideration of compassion, should invariably be rejected.
15. **Termination of services:** Compassionate appointment can be terminated on the ground of noncompliance of any condition stated in the offer of appointment, after providing an opportunity to the compassionate appointee by way of issue of show cause notice, asking him/her to explain why his/her services should not be terminated, for non - compliance of conditions, in the offer of appointment.
16. **General:** An application for compassionate appointment, should not be rejected, merely on the ground that the family of DFCCIL employee has received the benefits under various schemes. While considering the request for appointment on compassionate grounds, a balanced and objective assessment of the financial condition of the family has to be made, taking into account, the assets and liabilities (including the benefits received under various schemes), and all other relevant factors, such as the presence of an earning member, size of the family, age of the children and essential needs of the family etc.
17. **Interpretation:** MD would be the Competent Authority to decide/clarify the provisions, issue necessary administrative instructions and procedural order etc. for rules pertaining to compassionate appointment.

(Circular No. 09/2021 dated 02.05.2022)

Section-VII

Contract Appointment

To meet immediate requirement of manpower from Open Market on contract basis during construction phase, following procedure shall be followed:

1.	Designation	For Technical category: (i) Works Engineer (ii) Junior Works Engineer For Finance (i) Finance Officer (ii) Junior Finance Officer
2.	Qualification	For Technical Category: (i) Works Engineer: Engineering Degree in relevant discipline (ii) Junior Works Engineer: Diploma in relevant discipline Post qualification experience: Minimum three years in Government, PSUs or reputed private companies For Finance: (i) Finance Officer- CA/ICWA/MBA Finance. (ii) Junior Finance Officer-CA/ICWA/MBA Finance. Post qualification experience: (i) Finance Officer - Minimum three years in Government, PSUs or reputed private companies. (ii) Junior Finance Officer - Minimum one year in Government, PSU or reputed private companies
3.	Basic Emoluments Per month	(i) Finance Officer - Rs.50,000/- (ii) Jr. Finance Officer - Rs.35,000/- (iii) Works Engineer - Rs. 40,000/- (iv) Jr. Works Engineer - Rs. 27,500/- <i>(Circular No. 36/2018 dated 20.07.2018)</i>
4.	Provident Fund	Provision will be made as per extant rule.DFCCIL will contribute employer's share of Provident Fund @ 12% of Basic Salary. Matching contribution would be deducted

		from the salary of the contractual staff and deposited in his/her EPF account.
5.	Gratuity	Will be paid at the time of leaving DFCCIL as per provisions of the Gratuity Act, if applicable.
6.	Annual	Contractual employment is project specific and is liable to Performancebe terminated at the end of the specific time period Incentivementioned or at the end of the project period, whichever is earlier. If continued beyond one year, contractual staff will be eligible for increase in emoluments by 5% based on the performance benchmark decided by MD.
7.	Mobile Phone Call Charges	Rs. 1250/- per month (Circular No. 36/2018 dated 20.07.2018)
8.	Conveyance Charges	Rs. 2000/- per month for Finance Officer & Works Engineer Rs.1500/- per month for Jr. Finance Officer & Jr. Works Engineer (Circular No. 36/2018 dated 20.07.2018)
9.	TA/DA	As per entitlement for E-0 category
10.	Leave Entitlement	Contractual personnel will be granted two (2) days leave for each completed month of employment in DFCCIL and such leave shall not have any specific nomenclature like CL, Earned Leave, etc. The accumulated leave cannot be carried forward to the next calendar year.
11.	Duration	Initially for one year and extendable further at sole discretion of DFCCIL.
12.	Number	Number of Works Engineer/Finance officer will be limited to 50% of vacancy in AM grade and Jr. Works Engineer/Jr. Finance Officer, will be limited to 50% of vacancy in Executive grade in respective disciplines.
13.	Age	18 to 35 years, with relaxation in upper age limit as per orders issued by GOI from time to time.
14.	Medical Examination	Candidates will have to undergo medical examination (as applicable for direct recruitment for E0 category in relevant discipline) and will be considered for contractual appointment only if they are found medically fit.

2. Application and Selection process:

- (i) The advertisement will be published in local and national newspaper(s) and will also be uploaded on DFCCIL website.
- (ii) The selection will be done through "Walk-in-Interview". The interview will be held at Field Offices or at Corporate Office depending upon the requirement of manpower.
- (iii) The duly filled application will be brought by the candidates on date of Walk- in-Interview. In case of large number of applicants, Walk-in-Interview may be held for more than one day.
- (iv) A three members Selection Committee at the level of GM/GGM/CGM including one officer from the concerned department and one from HR shall be nominated by MD. In case of non-availability of officers, HR and Finance officers may be one level below the level of officers of the Committee.
- (v) Scrutiny Committee for verification of documents/eligibility criteria shall be nominated by Director.
- (vi) Candidates not fulfilling the eligibility criteria will not be considered for interview.
- (vii) Distribution of marks (total 100) for selection:
 - Educational Qualification: 20
 - Job experience: 20
 - Personality/initiative/communication skill: 20
 - Technical/knowledge in relevant field: 40
- (viii) Qualifying marks (%):
 - General Candidates: 60%
 - OBC candidates: 55%
 - SC/'ST candidates: 50%
- (ix) The selection process will be reviewed based on experience.

3. General Guidelines

- (i) The concerned Director will identify the posts to be filled through Contract.
- (ii) The above posts are project specific for the limited period and are not for the regular establishment of DFCCIL. No other perks or benefits would be admissible except those mentioned above.
- (iii) The appointment initially will be for a period one year, extendable further as per the requirement at the sole discretion of the DFCCIL provided if the services of the candidates are found to be satisfactory.

- (iv) The appointment on contract basis will not confer any right to claim for regular absorption/extension in the company.
- (v) Applicants working in Govt./PSU may note that this is short duration contract. Besides, even for these posts they have to provide NOC at the time of interview and resign from their organization on their selection.
- (vi) The services may be terminated by either side by giving one month's notice. However, in case of gross negligence/misconduct/irregularities, the employment may be terminated with immediate effect and in such cases the employee will be liable for action as per law/policies of the Company.

4. PF Deduction

- (i) All the existing employees engaged on contract basis on consolidated emoluments and those who will join subsequently and who are already members of the PF Scheme in the previous organization will continue to be a member of EPF scheme. They will be required to submit Form -11 giving details of the PF particulars etc.
- (ii) All the existing employees engaged on Contract basis on consolidated emoluments and those who will join subsequently and who are not members of the PF Scheme, will be given an option to become a member of EPF scheme or otherwise and action will be taken accordingly.
- (iii) The amount of contribution towards PF deduction for those who opt for the EPF scheme or are already members of EPF Scheme in the past will be calculated based on the ceiling of the pay prescribed under EPF Scheme from time to time. Presently, the contribution will be limited to Rs. 1800/- per month (i.e. 12% of ceiling of the monthly wages of Rs.15000/- prescribed by the PF Scheme for which payment of EPF contribution is mandatory), with an equal contribution of Rs.1800/- per month from the Employer (DFCCIL).
- (iv) The prescribed forms will be got filed by the Recruitment Cell/HR at the time of their joining and send directly to finance/Payroll/CO for onward submission to EPFO.

(Circular No. 09/2017) dated 28.06.2017)

Interpretation:

MD would be the Competent Authority to interpret/clarify and to carry out minor modifications in the policy.

(letter no: HQ/HR/3/Manpower Contract/30 dated: 04.03.2016)

Chapter-III

Training

HR development

1. Training:

i) Hi-tech Organization:

- DFCCIL will use state of the art technology for construction of advanced heavy haul track system, OHE, signaling and telecommunication system for the project.
- It will follow modern international system and practices best suited for Indian conditions for the maintenance of its assets to deliver safe and reliable Rail freight corridors.
- Mechanized maintenance through integrated maintenance depot (IMD) located 160 Kms apart on the freight corridors as well as sub-depots at 80 Kms apart.

2. Training Delivery (Internal)

(i) Training School:-

- Since DFCCIL is adopting state of the art technology and modern international system of maintenance, a specialized training institute i.e. Heavy Haul Institute (HHI) has been set up at DFCCIL's office cum residential Head Quarters located at Noida. Presently HHI, Noida is equipped to provide Orientation Training to all new recruits of all departments. Induction Training of operating department is already being given there.
- The institute will have dedicated Principal, Vice Principal, Sr. Instructors and Instructors of specialized disciplines besides other staff. Manpower details of HHI, Noida are:-

DESIGNATION/ Grade	GGM (E8)	AGM (E7)	E7- E5	E4- E2	E1- E0	Skilled (N7-N5)	Unskilled (N4-N1)	Total
Principal	1							1
Vice Principal		1						1
Instructors								
Transportation			1	2	6	1	1	11
Civil			1	2	6	1	1	11
Electrical			1	2	6	1	1	11
S&T			1	2	6	1	1	11
Total	1	1	4	8	24	4	4	46

- The present infrastructure of the facility includes 4 Lecture Halls with a total capacity of 240 students at a time and 79 well-furnished rooms, each providing twin accommodation are functional. There is a plan to built fully equipped Model Rooms of Operations, Electrical and S&T systems to provide hands-on/on board experience to the newly joined professionals.
- The rates of Honorarium for Internal and External Faculty Members mas **Annexure-I.**
- In consultation with nominated Executive departmental heads, HR has prepared Orientation -Induction Training plan for S&T, Electrical, Operations, Mechanical and HR& Civil department. At-a-Glance Training Module being followed is:-

TRAINING SUMMARY

S. No.	Deptt.	Post	Grade	Training Type	Days	Duration (Weeks)	Training Place
1.	Electrical	Jr. Manager	E-2	Induction	130	26	CTI/HHI
		Jr. Manager	E-2	Promotion	20	04	CTI
		Jr. Manager	E-2	Refresher	5	01	CTI
		Executive	E-0	Induction	90	18	STC/CTI
		Executive	E-0	Promotion	20	04	STC/ HHI
		Executive	E-0	Refresher	5	01	STC/HHI
		Jr. Executive	N-5	Induction	45	09	STC/HHI
		Jr. Executive	N-5	Promotion	20	04	STC/HHI
		Jr. Executive	N-5	Refresher	5	01	HHI
2.	S&T	Jr. Manager	E-2	Induction	-	24	IRISET
		Jr. Manager	E-2	Promotion		4	IRISET
		Jr. Manager	E-2	Refresher		1	IRISET
		Executive	E-0	Induction		19	STTC/ IRISET
		Executive	E-0	Promotion		4	STTC/HHI
		Executive	E-0	Refresher		1	STTC/HHI
		Jr. Executive	N-5	Induction		9	STTC
		Jr. Executive	N-5	Promotion		4	STTC/HHI
		Jr. Executive	N-5	Refresher		2	STTC/HHI
3.	Mechanical	Junior Manager	E-2	Induction		25	CTI or STC, DFC
		Junior Manager	E-2	Promotion		4	CTI or STC, DFC

		Executive	E-0	Induction		18	STC, DFC
		Executive	E-0	Promotion		4	STC, DFC
		Executive	E-0	Refresher		1	STC, DFC
		Jr. Executive	N-5 to N-7	Induction		9	ZTC, DFC
		Jr. Executive	N-5 to N-7	Promotion		4	ZTC, DFC
		Jr. Executive	N-5 to N-7	Refresher		1	ZTC, DFC
		MTS	N1 To N4	Refresher		1	DFC
4.	Human Resource Department	Executive	E-2/E-0	Induction	30		DFC
		AM/JM/Executive	E-0/E-2/E-3	Refresher	10		DFC
5.	OP & BD	JM/AM	E-2/E-3	Induction	73		IRITM
		JPM	E-1 To E-2	Promotion	15		IRITM
		Executive	E-0	Induction	58		ZRTI
		Executive	N-5 To E-0	Promotion	44		ZRTI
		Sr. Executive/Executive/JM	E-0	Refresher	06		ZRTI/HHI
		Jr. Executive	N-5	Induction	24		ZRTI
		Jr. Executive	E-5	Refresher	05		ZRTI/HHI
			Deputation/Immediate Absorption basis	Orientation		10	ZRTI/HHI

Summary Civil Department

Category/ Grade	Training Type	No of Weeks	Training Details Institute	Training Institute	Total Duration (In weeks)
Jr. Manager (E-2)	Induction	01	Introduction & Orientation	HHI, DFCCIL	40 Weeks
		02	General Appreciation for OP & BD, Safety, Disaster Mgt, Finance, HR, Ethics, First Aid		
		16	Technical Training Phase-I & II (including exam)	ZTI, IRICEN	
		05	Appreciation Courses at various CTIs & NICMR/Pune	CTIs i.e IRIEEN, RIMEE, AND IRISSET AND IRTMTC, NICMR, Pune	
		01	Orientation towards Organizational set-up & OCCs	Corporate Office and OCC, Ahmadabad and Prayagraj	
		15	Field Training	CGM Units	
	Refresher	02	As per syllabus	HHI, DFCCIL	02 weeks
Executive (E-0)	Induction	01	Introduction & Orientation	HHI, DFCCIL	29 weeks
		24	Technical Training	ZTI, IRICEN & Supervisor Training Schools	
		04	Field Training	CGM Units	
	Refresher	04	As per syllabus	HHI, DFCCIL	04 weeks
Jr. Executive (N-5)	Induction	01	Introduction & Orientation	HHI, DFCCIL	
		21	Technical Training	ZTI, IRICEN & Supervisor Training Schools	
		04	Field Training	CGM Units	
	Refresher	02	As per syllabus	HHI, DFCCIL	02 weeks

Note:

- (a) As per instructions Training at HHI is to be aligned with IR Training with respect to module and duration. Therefore, the above duration may change as per requirements.
- (b) Refresher Courses will be due every three years and there is no field training in Refresher Courses.

i) **Assessment of training needs and development of training plans:**

- Initially, a comprehensive identification of skills, knowledge and attitudes required at each level will be undertaken.
- Thereafter, periodic assessment would be made of the gap between existing capabilities/skills/knowledge/competencies and those required keeping in view present and future technological up-gradations/organizational growth/environmental changes.
- This would be followed by identification of the needs that require training.
- Assessment would utilize the HRIS, employee and user group feedback, performance indicators and evaluations, internal and external environmental factors as also training audit. Based on these, customized cost-effective strategic Training Plans would be developed for identified target groups.

ii) **Training delivery (External):**

- The external plan would involve exposure to world class technology, practices and corporate culture through specialized training programs to be imparted in the training institutes or through seminar, conferences, workshop, etc.
- Talent exchange programme with the leading national and international organizations engaged in Heavy Haul Freight Railways.
- Employee exchange programme with other organization engaged in heavy haul freight movement.
- World Bank funded trainings covered in yearly training plan is attached as **Annexure-II**.

iii) **Training Audit:**

This would aim at assessment and evaluation of the training needs; ensuring compatibility between training need and design, identification of non-training issues influencing performance. It would utilize questionnaires, interviews, tests, trainee, trainer and stakeholder/user group feedback.

Annexure-I

Rates of Honorarium for Internal and External Faculty Members

The rates of honorarium for internal and external faculty members were issued vide Circular No. 33/2022. The rates for External speakers/delegates are revised as per details given below-

Lecture Duration	Internal Member	External Member
Up to 2 hours	Rs. 2500/- per lecture for GM & above officers subject to maximum of Rs. 5000/- per day.	Rs. 5000/-per lecture subject to maximum of Rs. 7500/- per day. For Senior External Speakers / Delegates, maximum of Rs. 10000/- per day.
	Rs. 1500/- per lecture for below GM level officers subject to maximum of Rs. 3000/- per day.	
Full day workshop/ training	Rs. 7500/- per day	Rs. 10,000/- per day. For Senior External Speakers/Delegates, maximum of Rs 15000/- per day.

- Lunch arrangements for faculty and Transportation cost/arrangement of vehicle for external faculty will be made by DFCCIL.
- Training coordinator/In charge of HHI will certify and recommend the claims of the Internal/External faculty members as per the above rates directly to Associate Finance for payment.
- For highly specialized external faculties of repute, the provision of SoP Para G3.2 with approval of concerned Director will continue to be applicable.
- The above Honorarium will not be applicable to officials/instructors posted in HHI.

* Senior External Speaker/Delegates which will include, Senior Retired/Serving Govt. Officers in level 15 & above, Retired/Serving PSU officers of the level of ED & above. (Letter dated 12.07.2023).

* For Senior External Speakers / Delegates, certification of Director Level will be required to grant enhanced honorarium.

(Circular No – 33/2022 dated 29.09.2022 and Circular No.17/2023 dated 25.04.2023).

Annexure-II

S. No.	Topics Covered in World Bank Training Plan (Yearly)
1	Strategic Management, Leadership , Change Management, Organizational excellence/ interpersonal skills/team performance/ managerial effectiveness, Ethics, Conflict Resolution, Emotional Intelligence
2	Organizational Development & Team Building
3	Construction Management/Contract Management (Service, Stores and Works), Compliance Management
4	PPP/Financial model for PPP
5	Environmental Management Framework/R&R Policy/Safeguards
6	System Design and Application/ Reliability Availability and Maintainability, Mechanized infrastructure maintenance, Network based Systems, Embedded Systems
7	Project Management, Safety Management (Operational Safety), Quality Management, Accident Site Management and conducting enquiries.
8	Communication, Communication Strategies for leaders, Communication and presentation skills for Managerial success,
9	Visit Heavy Earthwork (CIVIL), Construction Sites Visits
10	Financial Appraisal of the Projects/Commercial Accounting/Taxation/ Cash Flow & Treasury Management/Project Finance/Capital Budgeting (Finance)/Training on Companies Act, 2013/Financial Modelling/Forex Management, Working Capital Management/Income Tax, IFRS, Payroll, Finance for non- finance officers, GST, Project Financing, IND-AS, Financial Management from Project perspective & Taxation, International Finance i.e. raising of funds in International market for Infra Projects Procurement through GEM, Excel modelling for company accounts/project finance, Training on procurement guidelines of MA such as JARD, JICA, IMF, ADB etc. Regulatory Tariff-Approach and Practical Implementation
11	Computer/IT Applications, Managing IT projects/ERP, Information Management, Cyber Security, Business Analytics, SAP Trg.
12	Enterprises Risk Management
13	Strategic HRM, Linking Human Resources with Business Strategy, Best Practices in HR , Compensation schemes, Recruitment rules, Settlement Dues, Performance Management, E-HR, Corporate Social Responsibility, Pay Fixation, Disciplinary & Appeal Rules, Establishment Rules, Reservation Rules, HR Audit & other HR matters etc.
14	General- Stress Management, Time Management, Gender Sensitization etc.
15	RTI & E-Governance, Corporate Governance
16	Logistics services/intermodal supply chain Management

17	Rajbhasha training & workshop
18	Administration/General Management - Tenders & Contracts, Arbitration, Public Procurement, Archiving/Digitization and Disposal of Records, security systems, training, in building management system, sanitation/water harvesting, Fire, General Administration, Scanner, PA System, Access System, Upkeep and Maintenance of Office Premises, Building Automation System, Corporate Catering Service, Logistic Service, Best Practice in Administration,
19	Legal & Regulatory Issues in Infrastructure, Labour Law, Factory Act, Workmen Compensation Act.
20	System and Compliance Management,
21	Electric traction systems, energy efficiency, OHE monitoring & measurement, operational traction system, mechanised maintenance technique for traction, energy audit, Power trading through power exchange, Long term power purchase contracts as per E/Act. in India, Solar energy for Electric Traction, EI Interlocking, TPWS, MSDAC,GSM(R), Traction and Distribution on IR & DFCCIL, SCADA Maintenance
22	Training on Vigilance, Anti-Corruption
23	New wagon development, on – line condition monitoring of rolling stock, disaster management, Disaster Management of Rolling Stock,
24	Train Management System (TMS), Track Maintenance, EOTT Working, Loco troll Working, Double Stock Containers operations, Long haul/heavy haul operations, How it is computed, principles & practical implementation, IRR Calculations, RCRV, ART operations, Logistic working, Track Access charge in different Railways, RORO & Cold Chain, Rail Technology, Crew Management System, Fuelling installations, Running Room Management, Loco Operation and Maintenance.
25	FIDIC
26	Freight Business Development, Train Operations, Signalling, logistics and Intermodal business planning, and Safety during operations phase, New Loading Technology and Wagon Weighment Systems.

Chapter-IV

Conduct, Discipline and Appeal Rules

Rule-1. Short title and commencement

- a) These rules may be called DFCCIL (Conduct, Discipline and Appeal) Rules 2010.
- b) They shall come into force w.e.f. 16.07.2010.

Rule-2. Application

These rules shall apply to all employees except,

- a) Those in casual employment or paid from contingencies;
- b) Those governed by the Standing Orders under the Industrial Disputes Act, 1947.

Rule-3. Definitions

In these rules, unless the context otherwise requires-

- a) Employee means a person in the employment of the undertaking other than the casual, work-charged or contingent staff or workman as defined in the Industrial Disputes Act, 1947, but includes a person on deputation to the Company.
- b) Workman means a person as defined in the Industrial Disputes Act 1947, and to whom the provision of these rules shall not apply.
- c) Company means the Dedicated Freight Corridor Corporation of India Limited (DFCCIL).
- d) Board means the Board of Directors of the company and includes in relation to the exercise of powers, any committee of the Board/ Management or any officer of the Undertaking to whom the Board delegates any of its powers.
- e) Chairman/Managing Director means the Chairman/Managing Director of the Company.
- f) Disciplinary Authority means the authority specified in the Schedule appended to these rules and competent to impose any of the penalties specified in Rule 25.
- g) Competent Authority means the authority empowered by 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.
- h) Government means the Government of India.
- i) Appellate Authority means the authority specified in the Schedule appended to these rules.

- j) Reviewing Authority means the authority specified in the Schedule attached to these rules.
- k) Family in 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) Sons or daughters or stepsons or stepdaughters of the employee and wholly dependent on him, but does not include a child or stepchild who is no longer in any way dependent on the employee or of whose custody the employee has been deprived of 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.
- l) Public servant shall mean and include a person as mentioned in section 21 of Indian Penal Code as amended from time to time.

Rule-4. General

- a) Every employee of the company shall at all times
 - i) Maintain absolute integrity;
 - ii) Maintain devotion to duty; and
 - iii) Do nothing which is unbecoming of a public servant.
- b) Every employee of the company holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his control and authority.
- c) Prohibition of sexual harassment of working women: –
 - i) No employee shall indulge in any act of sexual harassment of any woman.
 - ii) 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 unwelcome sexually determined behavior, whether directly or otherwise as –

- (i) Physical contact and advances;
- (ii) Demand or request for sexual favours;
- (iii) Sexually colored remarks;
- (iv) Showing any pornography; or

- (v) Any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

Rule-5. Misconduct

Without Prejudice to the generality of the term "misconduct", the following acts of omission and commission shall be treated as misconduct:–

- a) Theft, fraud or dishonesty in connection with the business or property of the company or of property of another person within the premises of the company.
- b) Taking or giving bribes or any illegal gratification.
- c) Possession of pecuniary resources or property disproportionate to the known source of income by the employee or on his behalf by another person, which the employee cannot satisfactorily account for.
- d) Furnishing false information regarding name, age, father's name, qualification, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.
- e) Acting in a manner prejudicial to the interests of the Company.
- f) Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his superior.
- g) Absence without leave or over-staying the sanctioned leaves for more than four consecutive days without sufficient grounds or proper or satisfactory explanation.
- h) Habitual late or irregular attendance.
- i) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
- j) Damage to any property of the Company.
- k) Interference or tampering with any safety devices installed in or about the premises of the Company.
- l) 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.
- m) Gambling within the premises of the establishment.
- n) Smoking within the premises of the establishment where it is prohibited.
- o) 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.
- p) Sleeping while on duty.

- q) Commission of any act, which amounts to a criminal offence involving moral turpitude.
- r) Absence from the employee's appointed place of work without permission or sufficient cause.
- s) Purchasing properties, machinery, stores, etc. from or selling properties, machinery, stores etc., to the Company without express permission in writing from the competent authority.
- t) Commission of any acts subversive of discipline or of good behavior.
- u) Sexual harassment of women employees.
- v) Abetment of or attempt at abetment of any act which amounts to misconduct.

The above instances of misconduct are illustrative in nature and not exhaustive.

Note:

- i) No employee of the company should join educational institutions or courses of studies for university degrees without prior permission of the competent authority (*DOP&T's OM No.130/54-Estt. (A) Dated 26.02.1955*).
- ii) Every employee is required to take prior permission for leaving station/headquarters. For private visit abroad, the employee shall take prior approval furnishing the details as in the proforma at **Annexure-I** (*DOP&T's OM No.11013/7/2004-Estt. (A) Dated 05.10.2004*).

Rule-6. Employment of near relatives of the employees of the Company in any company or firm enjoying patronage of the Company

- a) 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.
- b) No employee shall, except with the previous sanction of the competent authority, permit his son, daughter or any member of the family to accept employment with any company or firm with which he has official dealings, or with any company or firm, having official dealings with the 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 forthwith.

- c) No employee shall in the discharge of his official duties deal with any

matter or give or sanction any contract to any company or firm or any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other matter 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.

Rule 7. Taking part in demonstration, politics and elections

- a) No employee of the Company shall engage himself or participate in any demonstration which involves incitement to an offence.
- b) No employee of the company shall engage himself in the following kinds of activities:
 - 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 or demonstration 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.

Rule 8. Connection with Press or other media

- a) No employee of the Company shall, except with the previous sanction of the competent authority, own wholly or in part, of conduct or participate in the editing or management of, any newspaper or other periodical publication or electronic media.
- b) No employee of the Company shall, except with the previous sanction of the Competent authority or the prescribed authority, or in the bonafide discharge of his duties, participate in a radio/media/electronic broadcast or contribute any article or write any letter either in his own name or anonymously, pseudonymously, or in the name of any other person to any newspaper or periodical.

Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

Rule-9. Criticism of Government and the Company

No employee shall in any electronic broadcast or in any document published under his name or in the name of any other person 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 Central or State Governments, or of the Company; or
- b) which is capable of embarrassing the relations between the Company and the public.

Provided that nothing in these rules shall apply to any statement made or views expressed by an employee, of 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 clause shall apply to bonafide expression of views by him as an office-bearer of a recognized trade union for the purpose of safeguarding the conditions of service of such employees or for securing an improvement thereof.

Rule-10. Evidence before Committee or any other Authority

- a) Save as provided in sub-rule (c) below, no employee of the Company shall, except with the previous sanction of the competent authority, give evidence in connection with any enquiry conducted by any person, committee or authority.
- b) Where any sanction has been accorded under sub-rule (a), no employee giving such evidence shall criticize the policy or any action of the Central Government or of State Governments, or of the Company.
- c) Nothing in this rule shall apply to-
 - i) evidence given at any enquiry before an authority appointed by the Government, Parliament or a State Legislator or any Corporation/ Company;
 - ii) evidence given in any judicial enquiry; or
 - iii) evidence given at any departmental enquiry ordered, by authorities subordinate to the Government.

Rule-11. Communication of official information

Every employee shall in performance of his duties in good faith, communicate information to a person in accordance with the Right to Information Act, 2005 (22 of 2005) and the rules made there under:

Provided that no employee shall, except in accordance with any general or special order of the Company or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or any part thereof to any officer or other employee, or any other person to whom he is not authorized to communicate such document or information.

Rule-12. Gifts

- a) Save as otherwise provided in these rules, no employee of the Company shall accept or permit any member of his family or any other person acting on his behalf to accept any gift.
- b) On occasions such as weddings, anniversaries, funerals or religious functions, when the making of gifts is in conformity with the prevailing

religious or social practices, an employee of the Company may accept gifts from his or her near relatives, but employee shall make a report to the competent authority if the value of the gift exceeds.

(i) Rupees twenty-five thousand in the case of the Manager & above.

(ii) Rupees fifteen thousand in the case of Assistant Manager and below.

From his /her personal friends having no official dealing with the employee, but employee shall make a report to the competent authority if the value of any such gift exceeds Rupees one thousand five hundred in the case of all employees.

(Circular No. 05/2019 dated 08.05.2019)

- c) In any other case, an employee of the Company shall not accept or permit any other member of his/her family or any other person acting on his/her behalf to accept any gifts without the sanction of the competent authority if the value thereof exceeds Rupees one thousand five hundred for all employees. (Circular No. 05/2019 dated 08.05.2019)
- d) 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 gifts exceeds Rupees twenty-five thousand for Manager & above and Rupees fifteen thousand for Assistant Manager & below. (Circular No. 05/2019 dated 08.05.2019)
- e) 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 gifts exceeds Rs.1500- for Assistant Manager & above and Rs.500- for Sr. Executive & below.
- f) Notwithstanding anything contained in sub-rules (b) & (c), an employee of the company, being a member of the Indian delegation or otherwise, may receive and retain gifts from foreign dignitaries if the market value of gifts received on one occasion does not exceed rupees one thousand. In all other cases, the acceptance and retention of such gifts shall be regulated by the instructions issued by the company in this regard from time to time.
- g) An employee of the company shall not accept any gifts from any foreign firm which is either contracting with the company or is one with which the employee had, has or is likely to have official dealings. Acceptance of gifts by an employee of the company from any other firm shall be subject to the provisions of sub-rule © above.

Note:

- i) The expression "gift" shall include free transport, boarding, 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.

- ii) An employee of the Company shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealings with him.

Rule-13. Dowry

No employee of the Company shall-

- a) give or take or abet the giving or taking of Dowry; or
- b) demand, directly or indirectly, from the parents or guardian of a bride or bridegroom, as the case may be, any Dowry.

Explanation: For the purposes of this rule 'dowry' has the same meaning as in Dowry Prohibition Act, 1961 (28 of 1961).

Rule-14. Private Trade or employment

- a) No employee of the 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.

Provided that an employee may, without such sanction, undertake honorary work of a social or charitable nature or occasional work of literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer.

- b) Every employee of the Company shall report to the competent authority, if any member of his family is engaged in a trade or business or owns or manages an insurance agency or commission agency.
- c) 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, 1956 (I of 1956) or other law for the time being in force or any cooperative 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, registered under the Cooperative 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.

- d) No employee of the Company may accept any fee 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.

Rule-15. Restriction on joining private commercial undertaking after retirement

- a) 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 or company, whether Indian or foreign, with which the Company has or had business relations, within one year from the date of retirement without prior approval of the Government.
- b) The term "retirement" mentioned in sub-rule (a) above includes resignation; but not cases of those whose term of appointment was not extended by Government for reasons other than proven misconduct. The term 'business relations' include 'official dealings' as well.
- c) Functional Directors including Chief Executive who after superannuation or resignation accept employment in private commercial firms without prior sanction of the Government, will henceforth be debarred from being appointed as full time/part time Directors of the CPSEs. Further, in order to secure compliance of the restrictions, the CPSEs shall secure a bond from the concerned person at the time of his/her employment/ retirement/resignation as Director in CPSEs for an appropriate sum of money payable by him/her as damages for any violation of the restrictions.
- d) The Administrative Ministry will be competent to consider and decide requests for post-retirement employment received from former Board level executives in consultation with DPE and with the approval of their Minister-in-charge. With a view to ensuring that all relevant particulars are available for considering the application for permission to take post-retirement employment, the application should be sent in the format as at **Annexure-II**.

Rule 16. Investment, lending and borrowing

- a) 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 is 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.
- b) A full time Director or any executive/employee involved in the decision making process of fixation of price of an Initial Public Offering/Follow-up Public Offering (IPO/FPO) of shares of a CPSE 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

- CPSE, even out of the category of preferential quota reserved for employees/Directors of the CPSE.
- c) All executives/employees including full time Directors of CPSEs 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.
 - d) Full-time Director or executives/employee of a CPSE 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.
 - e) All employees of the CPSEs would be required to disclose to the company all transactions of purchase/sale of shares worth Rs.20,000/- or more in value or existing holding/interest in the shares worth Rs.20,000/- 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.

Rule 17. Insolvency and habitual indebtedness

- a) An employee of the Company shall avoid habitual indebtedness unless he proves that such indebtedness or insolvency is the result of circumstances beyond his control and does not proceed from extravagance or dissipation.
- b) An employee of the Company who applies to be or is adjudged or declared insolvent shall forthwith report the fact to his competent authority.

Rule 18. Movable, Immovable and Valuable property

- a) 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. **(Annexure-III).**
- b) 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.
- c) No Company employee shall speculate in any stock share or other investments. Frequent purchase or sale or both of shares, debentures or other investments shall be deemed to be speculation within the meaning of this sub-rule.
- d) Every employee of the Company shall report to the competent authority every transaction concerning movable property owned or held by him in

his own name or the name of a member of his family, within one month from the date of such transaction, if the value of such property exceeds two months basic pay of the official as in **Annexure-IV**. The term "every transaction concerning movable property owned or held by him" includes all transactions of sale or purchase.

(Circular No. 05/2019 dated 08.05.2019)

- e) An intimation shall also be made as in **Annexure-V**, where cumulative transactions i.e. total transactions in shares, securities, debentures, mutual funds scheme, etc. exceeds six months basic pay of the employee during the calendar year (to be submitted by 31st January of subsequent calendar year).

(Circular No. 05/2019 dated 08.05.2019)

- f) For the purposes of this sub-rule, the definition of movable property would include:-
- i) Jewellery, insurance policies the annual premium of which exceeds two months' basic pay of the official; (Vide Circular No. 05/2019 dated 08.05.2019)
 - ii) Shares, securities and debentures;
 - iii) All Loans, whether secured or not, advanced or taken by the employee;
 - iv) Motor cars, motor cycles, or any other means of conveyance; and
 - v) Refrigerators, radios, radiogram and television sets.
- g) Transaction entered into by the spouse or any other member 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-rules.
- h) Every employee shall, on first appointment in the Company, submit a return of assets and liabilities as in **Annexure-VI** giving the full particulars regarding:-
- (i) The immovable property inherited by him, or owned or acquired by him, 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;
 - (ii) Shares, debentures, and cash including bank deposits inherited by him or similarly owned, acquired, or held by him;
 - (iii) Other movable property inherited by him or similarly owned, acquired or held by him if the value of such property exceeds two months' basic pay of the official. (Circular No. 05/2019 dated 08.05.2019)

- (iv) Debts and other liabilities incurred by him directly or indirectly;
- i) Employees belonging to Junior Manager & above shall, submit an Annual Property Return (APR) in January every year as in **Annexure-VII** giving full particulars regarding the immovable property inherited/ owned/acquired/held by him on lease or mortgaged either in his own name or in the name of any member of his family or in the name of any other person.
- j) 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 that 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.

Clarification-1:

It is clarified that the transactions entered into by the spouse or any other member 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/herself in his/her own name and in his/her own right, would not attract the provisions of Rule 18 (a), (b) and (d). (Circular No. 26/2022 dated 18.07.2022)

Rule 19. Canvassing of non-official or other influence

No employee shall bring or attempt to bring any outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service in the Company.

1. No employee shall send any representation regarding his/her service matters directly to any authority in Corporate Office. If the employee wishes to raise any grievance or claim in relation to his/her service matter, the representation should be addressed to his/her immediate superior authority. In case the said authority is not competent to deal with the same, he/she will forward the same to Corporate Office along with his/her comments. In no case shall the employee send his/her representation directly to Corporate Office. Violation of these instructions will invite action under the D&AR Rules.

(Circular No. 268/2023 dated 06.04.2023)

Rule 20. Bigamous marriages

- a) No employee shall enter into, or contract, a marriage with a person having a spouse living; and
- b) 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 (a) or clause (b) if it is satisfied that-

- i) such marriage is permissible under the personal law applicable to such employee and the other party to the marriage; and
 - ii) There are other grounds for so doing.
- c) The employee who has married or marries a person other than that of Indian nationality, shall forthwith intimate the fact to the Competent Authority through HR/Corporate Office.

Rule 21. 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 also take due care that the performance of his duties at any time is not affected in any way by the influence of such drink or drug;
- c) Refrain from consuming any intoxicating drink or drug in a public place;
- d) Not appear in public place in state of intoxication;
- e) Not use any intoxicating drink or drug to excess.

Explanation – For the purposes of this rule, 'Public Place' means any place or premises (including clubs, even exclusively meant for members where it is permissible for the members to invite non-members as guests, bars and restaurants, conveyance) to which the public have or are permitted to have access, whether on payment or otherwise.

Rule 22. Suspension

- a) The appointing authority or any authority to which it is subordinate or the disciplinary authority or any authority empowered in that behalf by the management by general or special order may place an employee under suspension-
 - i) Where disciplinary proceeding against him is contemplated or is pending; or
 - ii) Where case against him in respect of any criminal offence is under investigation or trial.
- b) An employee shall be deemed to have been placed under suspension by an order of appointing authority –
 - i) with effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding forty-eight hours;

- ii) with effect from the date of his conviction, if, in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction. The period of forty-eight hours shall be computed from the commencement of the imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.
- c) 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 is 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.
- d) Where a penalty of dismissal or removal from service imposed 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.
- e) Subject to the provision contained in sub rule (h) an order of suspension made or deemed to have been made under this rule shall continue to remain in force until it is modified or revoked by the authority competent to do so.
- f) 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 made the order or by any authority to which that authority is subordinate.
- g) An order of suspension made or deemed to have been made under this rule shall be reviewed by the authority competent to modify or revoke the suspension, before expiry of ninety days from the effective date of suspension, on the recommendation of the Review Committee constituted for the purpose and pass orders either extending or revoking the suspension. Subsequent reviews shall be made before expiry of the extended period of suspension. Extension of suspension shall not be for a period exceeding one hundred and eighty days at a time.
- h) An order of suspension made or deemed to have been made under sub-rules (a) or (b) of this rule shall not be valid after a period of ninety days unless it is extended after review, for a further period before the expiry of ninety days:

Provided that no such review of suspension shall be necessary in the case of deemed suspension under sub-rule (b), if the employee continues to be under suspension at the time of completion of ninety days of suspension and the ninety days period in such case will count from the date the employee detained in custody is released from detention or the date on which the fact of his release from detention is intimated to his appointing authority, whichever is later.

Notes:

- i) It shall be the duty of the employee who may be arrested for any reason to intimate the fact of his arrest and the circumstances connected therewith to his official superior promptly even though he might have subsequently been released on bail. Failure on the part of any employee to so inform his official superiors will be regarded as suppression of material information and will render him liable to disciplinary action on this ground alone, apart from the action that may be called for on the outcome of the police case against him.
- ii) The headquarters of an employee should normally be assumed to be his last place of duty. However, where an individual under suspension requests for a change of headquarters, there is no objection to a competent authority changing the headquarters if it is satisfied that such a course will not put company to any extra expenditure like grant of T.A. etc. or other complications.
- iii) Application of an employee for appointment, whether by Direct Recruitment, deputation or transfer, to any other post should not be considered/forwarded if: He is under suspension; **or** Disciplinary proceedings are pending against him and a charge sheet has been issued; **or** Sanction for prosecution, where necessary has been accorded by the competent authority; **or** where a prosecution sanction is not necessary, a charge sheet has been filed in a court of law against him for criminal prosecution.
- iv) The company reserves the right not to accept the resignation of the employee who is under suspension or against whom disciplinary cases are pending and contemplated or a decision has been taken by the competent authority to issue a charge sheet (DPE's guidelines no. 2(28)/75-BPE(GM-I) dated 09.12.1982 and further instructions thereon).
- v) Promotion of an employee under suspension / in respect of whom a charge sheet has been issued and the disciplinary proceedings are pending / prosecution for a criminal charge is pending, shall be governed as per "Sealed Cover Procedure" contained in DOP&T's OM no. 22011/4/91-Estt.(A) dated 14.09.1992 & further instructions thereon.

- vi) Guidelines for constitution and composition of review committee for the purpose of sub rule-(g) shall be governed in terms of (DOP&T's OM No. 11012/4/2003-Estt. (A) dated 07.01.2004).

Rule 23. Subsistence Allowance

- a) 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 vocation. In addition, he shall be entitled to Dearness Allowance admissible on such subsistence allowance and any other compensatory 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.
- b) 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 period of the first six months as follows:-
 - i) The amount of subsistence allowance may be increased to 75 percent of basic pay and allowances thereon, 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.
- c) 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.
- d) No payment shall be made unless the employee furnishes a certificate that he is not engaged in other employment, business profession or vocation.
- e) Deductions from subsistence allowance may be made on items like House Rent, Income Tax, where due, loans and advances, etc.

Rule 24. Treatment of the period of suspension

- a) When the employee under suspension is reinstated, the competent authority may grant to him the following pay and allowances for the period of suspension:

- i) If the employee is exonerated and not awarded any of the penalties mentioned in Rule 25 the full pay and allowances which he would have been entitled to if he had not been suspended, less the subsistence allowance already paid to him; and
- ii) If otherwise, such proportion of pay and allowances as the competent authority may prescribe.
- b) In a case falling under sub-clause (a) (i) the period of absence from duty will be treated as a period spent on duty. In case failing under sub-clause (a) (ii) it will not be treated as a period spent on duty unless the competent authority so directs.

Rule 25. Penalties

The following penalties may be imposed on an employee, as hereinafter provided, for misconduct committed by him or for any other good and sufficient reasons.

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(Three) 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-

- a) With-holding of increment of an employee on account of his work being found unsatisfactory or not being of the required standard, or for failure to pass a prescribed test or examination;
- b) Stoppage of an employee at the efficiency bar in a time scale, on the ground of his unfitness to cross the bar;
- c) 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;
- d) Reversion to a lower grade or post, of an employee officiating in 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 ground unconnected with his conduct;
- e) 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 appointment;
- f) Replacement of the services of an employee, whose services had been borrowed from any Ministry or Department of the Central/State Govt. or PSU or an authority under the control of the Central/State Govt., at the disposal of the Government/PSU/authority from which the services of such employee had been borrowed.
- g) Compulsory retirement of an employee in accordance with the provisions relating to his superannuation or retirement.
- h) Termination of Service
 - i) of an employee appointed on probation, during or at the end of the period of probation, in accordance with the terms of his appointment;
 - ii) 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 the terms of his appointment;

- iii) of an employee appointed under a contract or agreement, in accordance with the terms of such contract or agreement; and
- iv) of any employee on reduction of establishment.

Note:

- i) Cases of promotion of an employee during the pendency of disciplinary proceedings and after imposition of any of the prescribed penalties would be regulated in terms of instructions issued by DOP&T from time to time.

(DOP&T's OM No. 39/21/56-Estt(A) dated 13.12.1956, OM No. 21/5/70-Estt(A) dated 15.05.1971, OM No. 22011/2/78-Estt(A) dated 16.02.1979, OM No. 22011/4/91-Estt.(A) dated 14.09.1992, OM No. 22012/1/99-Estt(D) dated 25.10.2004, OM No. 22034/5/2004-Estt (D) dated 15.12.2004, OM No. 11012/2/2005-Estt.(A) dated 14.05.2007, OM No. 11012/6/2008-Estt(A), dated 07.07.2008, etc.)

Rule 26. Disciplinary Authority

The Disciplinary Authority, as specified in the Schedule or any authority higher than it may impose any of the penalties specified in Rule 25 on any employee of the company.

Rule 27. Procedure for imposing major penalties

- a) No order imposing any of the major penalties specified in Clauses (f) to (j) of Rule 25 shall be made except after an inquiry is held in accordance with this rule.
- b) 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 inquire into, or appoint any serving or retired public servant (hereinafter called the inquiring authority) to inquire into the truth thereof.

(Letter No. HQ/HR/3/CDA Rules/17 dated 21.11.2011)

Provided that where there is a complaint of sexual harassment within the meaning of Rule 4-(c) of this rule, the complaints Committee established 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 Complaints 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.

- c) Where it is proposed to hold an inquiry, the disciplinary authority shall frame definite charges on the basis of the allegations against the employee. The charges, together with a statement of the allegations, on which they are based, a list of documents by which and a list of

witnesses by whom, the articles of charge are proposed to be sustained, shall be communicated in writing to the employee, who shall be required to submit within such time as may be specified by the Disciplinary Authority (not exceeding 15 days) a written statement whether he admits or denies any of or all the Articles of Charge.

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.

- d) 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 (b).

Provided that, it may not be necessary to hold an inquiry in respect of the charges admitted by the employee in his written statement. The disciplinary authority shall, however, record its findings on each such charge.

- e) 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.
- f) The employee may take the assistance of any other public servant but may not engage a legal Practitioner for the purpose, unless the Presenting Officer appointed by the disciplinary authority is a legal practitioner, or the disciplinary authority, having regard to the circumstances of the case, so permits. However, nomination of an assisting public servant shall not be accepted if at the time of nomination, the assisting public servant has two pending disciplinary cases on hand in which he has to function as Defence Assistant. It is clarified that, when on behalf of the disciplinary authority, the case is being presented by a Prosecuting Officer of the Central Bureau of Investigation or a Government Law Officer (such as Legal Adviser, Junior Legal Adviser), there are evidently good and sufficient circumstances for the disciplinary authority to exercise his discretion in favour of the delinquent officer and allow him to be represented by a Legal Practitioner. Any exercise of discretion to the contrary in such cases is likely to be held by the court as arbitrary and prejudicial to the defence of the delinquent Government servant.
- g) On the date fixed by the inquiring authority, the employee shall appear before the Inquiring Authority at the time, place and date specified in the notice. The inquiring authority shall ask the employee whether he pleads guilty or has any defense to make and if 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 thereon. The Inquiring Authority shall return a finding of guilt in respect of those articles of charge to which the employee concerned pleads guilty.

- h) 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 charge-sheet.
 - ii) submit a list of additional documents and witnesses that he wants to examine; and
 - iii) Be supplied with the copies of the statements of witnesses, if any, listed in the charge-sheet.

Note: Relevancy of the additional document and the witnesses referred to in sub-clause h (ii) above will have to be given by the employee concerned and the documents and the witnesses shall be summoned if the inquiring authority is satisfied about their relevance to the charges under inquiry.

- i) The inquiring authority shall ask the authority in whose custody or possession the documents are kept, for the production of the documents on such date as may be specified.
- j) The authority in whose custody or possession the requisitioned documents are, shall arrange to produce the same before the inquiring authority on the date, place and time specified in the requisition notice.

Provided that the authority having the custody or possession of the requisitioned documents may claim privilege if the production of such documents will be against the public interest or the interest of the Company. In the event, it shall inform the inquiring authority accordingly.

- k) 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 witnesses shall be examined by or on behalf of the Presenting Officer and may be cross-examined by 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. The Inquiring Authority may also put such questions to the witnesses as it thinks fit.
- l) 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 charge sheet or may itself call for new evidence or recall or re-examine any witness. In such case the employee shall be given opportunity to inspect the documentary evidence before it is taken on record; or to cross-examine a witness, who has been so summoned.
- m) When the case for the disciplinary authority is closed, the 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.

- n) 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 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 witnesses for the disciplinary authority.
- o) 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.
- p) The inquiring authority may, after the completion of the production of the evidence, hear the Presenting Officer, if any, and the employee or the permit them to file written briefs of their respective cases, if they so desire.
- q) If any employee does not submit the written statement of defense referred to in sub-rule (c) 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 enquiry ex parte.
- r) Whenever any inquiring authority, after having heard and recorded the whole or any part of the evidence in an inquiry ceases 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 witnesses whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross-examine and re-examine any such witnesses as herein before provided.

- s) After the conclusion of the inquiry, a report shall be prepared and it shall contain-
 - i) a gist of the articles of charge and the statement of the imputations of misconduct or misbehavior;
 - ii) a gist of the defense of the employee in respect of each article of charge;
 - iii) and assessment of the evidence in respect of each article of charge;
 - iv) The findings on each article of charge and the reasons therefor.

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 findings 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.

- t) The inquiring authority, where it is not itself the disciplinary authority, shall forward to the disciplinary authority the records of inquiry which shall include-
 - i) The report of the inquiry prepared by it under sub-clause (s) above;
 - ii) The written statement of defense if any submitted by the employee referred to in sub-rule (m)
 - iii) The oral and documentary evidence produced in the course of the inquiry;
 - iv) Written briefs referred to in sub-rule (p) if any; and
 - v) The orders if any made by the disciplinary authority and the inquiring authority in regard to the inquiry.

Rule 28. Action on the inquiry report

- a) The disciplinary authority, if it is not itself the inquiring authority may, for reason to be recorded by it in writing remit the case to the inquiring authority for fresh or further inquiry and report and the inquiry authority shall thereupon proceed to hold the further inquiry according to the provisions of Rule 27 as far as may be.
- b) The disciplinary authority shall, if it disagrees with the findings of the inquiring authority on any article of charge, record its reasons for such disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose.
- c) 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 Rule 25 should be imposed on the employee it shall, notwithstanding anything contained in Rule 29, make an order imposing such penalty.
- d) 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.

Rule 29. Procedure for imposing minor penalties

- a) Where it is proposed to impose any of the minor penalties specified in clauses (a) to (e) of Rule 25, the employee concerned shall be informed in writing of the imputations of misconduct or misbehavior against him and give an opportunity to submit his written statement of defense

within a specified period not exceeding 15 days. The defense statement, if any, submitted by the employee shall be taken into consideration by the disciplinary authority before passing orders.

- b) 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 defense statement, if any; and
 - iii) The orders of the disciplinary authority together with the reason therefor.

Rule 30. Communication of orders

Orders made by the Disciplinary Authority under Rule 28 or Rule 29 shall be communicated to the employee concerned, who shall also be supplied with a copy of the report of inquiry, if any.

Rule 31. Common proceedings

Where two or more employees are concerned in a case, the authority competent to impose a major penalty on all such employees may make 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.

Rule 32. Special procedure in certain cases

- a) Notwithstanding anything contained in Rule 27 or 28 or 29, the disciplinary authority may impose any of the penalties specified in Rule 25 in any of the 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 enquiry in the manner provided in these Rules; or
 - iii) Where the Board 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.
- b) Notwithstanding anything contained to the contrary in any other Rules, the services of any employee shall be terminated by the Company:
 - i) If, his post is abolished or he is declared on medical grounds to be unfit for services in the company, after giving three months' notice to a permanent employee and one months' notice to a temporary employee or pay in lieu thereof in both the cases.
 - ii) If, he remains on unauthorized absence for **sixty days or more** and fails to explain his conduct satisfactorily within 15 days from the date

of receipt of the 'Show Cause Notice' issued to him and review of the case by a screening committee of two Functional Directors/General Managers to be constituted for this purpose by the Managing Director and the reasons for the decision would be recorded in writing. The Management shall be empowered to take a decision without resorting to further inquiries.

- c) 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. The concerned employee will not receive any pay and/or allowances after the date of superannuation. He will also not be entitled for the payments of retirement benefits till the proceedings are completed and final order is passed thereon except his own contribution to CPF.
- d) 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 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 his service including service rendered on deputation or on re-employment after retirement. However, the provisions of Section 7(3) and 7(3A) of the Payment of Gratuity Act, 1972 should be kept in view in the event of delayed payment, in case the employee is fully exonerated.

Rule 33. Employees on deputation from the Central Government or the State Government, etc.

- a) Where an order of suspension is made or disciplinary proceeding is taken against an employee, who is on deputation to the Company from the Central or State Government, 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 circumstances leading to the order of his suspension, or the commencement of the disciplinary proceeding, as the case may be.
- b) In the light of the findings in the disciplinary proceeding taken against the employee:-
 - i. 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; provided that in the event of a difference of opinion

between the Disciplinary and the Lending Authority, the services of the employee shall be placed at the disposal of the Lending Authority.

- ii. 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 proceedings of the enquiry for such action as it deems necessary.
- c) If the employee submits an appeal against an order imposing a minor penalty on him under sub-rule (b) (I), 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 action as it deems necessary.

Rule 34. Appeals

- a) An employee may appeal against an order imposing upon him any of the penalties specified in rule 25 or against the order of suspension referred to in Rule 22. The appeal shall lie to the authority specified in the schedule.
- b) 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 the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders within three months of 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.

Provided that if the enhanced penalty which the appellate authority proposes to impose is a major penalty specified in clauses (f) to (j) of Rule-25 and an inquiry as provided in Rule 27 has not already been held in the case, the appellate authority shall direct that such an enquiry be held in accordance with the provisions of Rule-27 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 enquiry has already been held as provided in Rule-27, the appellate authority shall give a show cause notice to the employee as to why the enhanced penalty should not be imposed upon him. The

appellate authority shall pass final order after taking into account the representation, if any, submitted by the employee.

Rule 35. Review

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.

Provided that if the enhanced penalty, which the reviewing authority purposes to impose; is a major penalty specified in clauses (f) to (j) of Rule-25 and an enquiry as provided under Rule-27 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-27 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-27, the reviewing authority shall give show cause notice to the employee as to why the enhanced penalty should not be imposed upon him. The reviewing authority shall pass final order after taking into account the representation, if any, submitted by the employee.

Rule 36. Service of orders, notices, etc.

Every order, notice and other process made or issued under these rules shall be served in person to the employee concerned or communicated to him by registered post at his last known address.

Rule 37. 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.

Rule 38. Savings

- (a) 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.
- (b) An appeal pending at the commencement of these rules against an order made before the commencement of these rules shall be considered and orders thereon shall be made, in accordance with these rules.
- (c) 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 these rules, as if such proceedings were proceedings under these rules.

- (d) 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.

Rule 39. Standard Forms for initiation of disciplinary proceedings

Standard Forms for initiation of disciplinary proceedings under DFCCIL (Conduct, Discipline and Appeal) Rules, 2010 for use in DFCCIL:

- (i) Standard form of Order for Suspension in Civil offence (SF-OI).
- (ii) Standard form of Order for Deemed Suspension (SF-02).
- (iii) Certificate of be furnished by the Suspended Employee (SF-03).
- (iv) Standard form of Order for Revocation of Suspension order (SF-04).
- (v) Standard form of Charge Sheet for Major Penalty (SF-05).
- (vi) Standard form of Order Relating to Appointment of Inquiring Authority (SF-07).
- (vii) Standard form for Appointment of Presenting Officer (SF-08).
- (viii) Standard form of Order for imposition of penalty of ...(SF-09).
- (ix) Standard form of Order for taking Disciplinary action in common proceedings (SF-10).
- (x) Standard form of Charge Sheet for Minor Penalty (SF-11).
- (xi) Standard form of Show Cause Notice to be issued to an employee convicted on a Criminal charge (SF-12).

(Circular No. 18/2017 dated 02.11.2017)

Rule 40. Interpretation / Relaxation / Deletion / Modification

In case of any doubt or dispute regarding interpretation of these rules, the decision of Managing Director shall be final. He shall also have the powers to relax, delete/modify/revise, etc. of any of the items of the provisions of these rules, found necessary in future, for reasons to be recorded in writing.

Standard Form -01
**STANDARD FORM OF ORDER FOR
SUSPENSION IN CIVIL OFFENCE**

[Rule 22 of DFCCIL (Conduct, Discipline and Appeal) Rules 2010]

No.

Date: /..... /20

ORDER

Whereas a disciplinary proceeding against Shri/Smt./Km.....
(Name/ Designation/place of posting of the employee), is contemplated/
pending.

NOW, THEREFORE, the undersigned (the authority competent to place
the official under suspension) in exercise of powers conferred by Rule 22(a)
of DFCCIL (Conduct, Discipline and Appeal) Rules 2010, hereby places the
said Shri/Smt./ Km..... under suspension with immediate
effect/with effect from.

It is further ordered that during the period that this order shall remain in
force, the said Shri/Smt./Km..... shall not leave the headquarters
without obtaining the prior permission of the Competent Authority.

Signature

(Name)

(Designation of the Suspending Authority)

Copy to:

1. Shri/Smt./Km (Name and designation of the suspended Employee). Orders regarding subsistence allowance admissible to him/her during the period of suspension will be issued separately.
2. Personal file.

Standard Form -02
**STANDARD FORM OF ORDER FOR
DEEMED SUSPENSION**

[Rule 22(b) of DFCCIL (Conduct, Discipline & Appeal) Rules, 2010]

No.

Date: / /20

ORDER

WHEREAS a case against Shri/Smt./Km.....
(Name/Designation/place of posting of the employee), in respect of a criminal offence is under investigation.

AND WHEREAS the said Shri/Smt./Km..... was detained in custody on for a period exceeding forty-eight (48) hours.

NOW, THEREFORE, the said Shri/Smt./Km..... is deemed to have been suspended with effect from the date of detention i.e..... (Date) in terms of Rule 22(b) of the DFCCIL (Conduct, Discipline and Appeal) Rules 2010, and shall remain under suspension until further orders.

Signature.....

(Name).....

(Designation of the Suspending Authority)

Copy to:

1. Shri/Smt./Km..... (Name and designation of the suspended DFCCIL's employee). Orders regarding subsistence allowance admissible to him during the period of suspension will be issued separately.
2. Personal File.

Standard Form -03**CERTIFICATE TO BE FURNISHED
BY THE SUSPENDED EMPLOYEE**

[Rule 23 (d) of DFCCIL (Conduct, Discipline and Appeal) Rules 2010]

I,..... (Name of the suspended employee) having been placed under suspension by Order No.....dated... .., while holding the post of..... do hereby certify that I have not been engaged in any business, profession or vocation for profit/ remuneration/salary.

Signature:

Name of the employee:

Designation:

Head Quarter:

Address:

Standard Form-04**STANDARD FORM OF ORDER FOR REVOCATION OF
SUSPENSION ORDER**

[Rule 22 (f) of DFCCIL (Conduct, Discipline & Appeal) Rules 2010]

No.....

Date.....

ORDER

WHEREAS the order placing Shri/Smt./Km. (Name and designation of the employee) under suspension was made/was deemed to have been made by..... on.....

NOW, THEREFORE, the undersigned (the authority which made or is deemed to have made the order of suspension or any authority to which that authority is subordinate) in exercise of powers conferred by Sub-Rule (f) of Rule 22 of DFCCIL (Conduct, Discipline and Appeal) Rules 2010, hereby revokes the said order of suspension with immediate effect/with effect from

Signature.....

Name.....

(Designation of the Authority making this order)

Copy to:

1. Shri/Smt./Km... (Name and designation of the suspended employee).
2. Personal File.

Standard Form-05
**STANDARD FORM OF CHARGE SHEET
FOR MAJOR PENALTY**

RULE 27 OF THE DFCCIL (CONDUCT, DISCIPLINE AND APPEAL)
RULES 2010

No.....

Date:/..../20.....

MEMORANDUM

1. The undersigned propose(s) to hold an inquiry against Shri/Smt./Kmunder Rule 27 of the DFCCIL's (Conduct, Discipline and Appeal) Rules, 2010. The substance of the imputations of misconduct or misbehavior in respect of which the inquiry is proposed to be held is set out in the enclosed statement of Articles of charges (Annexure-A). A statement of the imputations of misconduct or misbehavior in support of each Article of charges is enclosed (Annexure-B). A list of documents by which and a list of witnesses by whom, the article of charges are proposed to be sustained are also enclosed (Annexure-C & D).
2. Shri/Smt./Km is hereby informed and if he/she so desires, he/she can inspect and take extract from the documents mentioned in the enclosed list of documents (Annexure C) at any time during office hours within ten (10) days of receipt of this Memorandum. For this purpose, he/she should contact immediately on receipt of this memorandum.
3. Shri/Smt./Km is further informed that he/she may, if he/she so desires, take the assistance of any other public servant (who satisfies the requirements of Rule 27 (f) of the DFCCIL (Conduct, Discipline and Appeal) Rules 2010) for inspecting the documents and assisting him in presenting his/her case before the Inquiring Authority in the event of an oral inquiry being held. For this purpose he should nominate one or more persons in order of preference. Before nominating the assisting public servant, Shri/Smt./Km should obtain an undertaking from the nominee that he/she is willing to assist him during the disciplinary proceedings. The undertaking should also contain the particulars of other cases, if any, in which the nominee had already undertaken to assist and the undertaking should be furnished to the undersigned along with the nomination.
4. Shri/Smt./Km is hereby directed to submit to the undersigned a written statement of his/her defence, which should reach the undersigned within fifteen (15) days of receipt of this Memorandum, if he/she does not require to inspect any documents for the preparation of his defence, and within fifteen (15) days after completion of inspection of documents, if he/she desires to inspect documents, and also :-

- a) to state whether he/she wishes to be heard in person, and
- b) to furnish the names and addresses of the witnesses, if any, whom he/she wishes to call in support of his/her defence.
5. Shri/Smt./Kmis informed that an inquiry will be held only in respect of those Articles of charge as are not admitted. He/she should, therefore, specifically admit or deny each Article of charge.
6. Shri/Smt./Km is further informed that if he/she does not submit his/her written statement of defence within the period specified in para 4 or does not appear in person before the Inquiring Authority or otherwise fails or refuses to comply with the provisions of Rule 27 of the DFCCIL (Conduct, Discipline and Appeal) Rules 2010 or the orders/directions issued in pursuance of the said Rule, the Inquiring Authority may hold the Enquiry ex-parte.
7. The attention of Shri/Smt./Km s invited to Rule 19 of the DFCCIL (Conduct, Discipline and Appeal) Rules 2010, under which no DFCCIL employee shall bring or attempt to bring any outside influence to bear upon any superior authority to further his/her interests in respect of matters pertaining to his/her service under the company. If any representation is received on his/her behalf from another person in respect of any matter dealt within these proceedings, it will be presumed that Shri/Smt./Km is aware of such a representation and that it has been made at his/her instance and action will be taken against him for violation of Rule 19 of the DFCCIL (Conduct, Discipline and Appeal) Rules 2010.
8. The receipt of this Memorandum may be acknowledged.

DA. Annexure. A to D.

(Signature)

Name and Designation of Disciplinary Authority

To

.....

.....

Annexure-A

Article of charges proposed to be sustained against Shri/Smt./Km.....

(Name, Designation & Signature of the Disciplinary Authority)

Annexure-B

Statement of imputation of misconduct/misbehavior in support of Article of charges framed against Shri/Smt./Km.....

(Name, Designation & Signature of the Disciplinary Authority)

Annexure-C

List of documents by which Article of charges proposed to be sustained against Shri/Smt./Km.....

(Name, Designation & Signature of the Disciplinary Authority)

Annexure-D

List of witness by whom article of charges proposed to be sustained against Shri/Smt./Km.....

(Name, Designation & Signature of the Disciplinary Authority)

Standard Form-07**ORDER RELATING TO APPOINTMENT OF
INQUIRING AUTHORITY**

RULE 27 (b) OF DFCCIL (CONDUCT, DISCIPLINE AND APPEAL)
RULES, 2010

No.....

Date:...../...../20

WHEREAS an inquiry under Rule 27 of the DFCCIL (Conduct, Disciplinary & Appeal) Rules, 2010, is being held against Shri/Smt./ Km.....

AND WHEREAS the undersigned considers that an Inquiring Authority should be appointed to inquire into the charges framed against the said Shri/Smt./ Km.....

NOW, THEREFORE, the undersigned, in exercise of the powers conferred by Sub Rule (b) of the Rule 27, hereby appoints Shri/Smt./Km.....as the Inquiring Authority to inquire into the charges framed against the said Shri/Smt./Km.....

Signature.....

Name.....

Designation.....

(Disciplinary Authority)

Copy for information to:

1. Shri...the Charged Employee through Controlling Officer.
2. Shri...the Inquiring Authority.
3. Shri... Presenting Officer.

Standard Form-08
**STANDARD FORM FOR APPOINTMENT OF
PRESENTING OFFICER**

RULE 27 (e) OF DFCCIL (CONDUCT, DISCIPLINE AND APPEAL) RULES, 2010

No.....

Date: //20

Whereas an inquiry under Rule 27 of the DFCCIL (Conduct, Discipline and Appeal) Rules 2010, is being held against Shri/Smt./Km.....

And whereas the undersigned considers it necessary to appoint a person to present the case in support of charges before the Inquiring Authority.

Now, therefore, the undersigned, in exercise of the power conferred by Sub Rule (e) of the Rule 27, hereby appoints Shri/Smt./Km.....(Name & Designation) as the Presenting Officer to present the case in support of the Article of charges before the Inquiring Authority.

Signature.....

Name.....

Designation.....

(Disciplinary Authority)

Copy for information to:

1. Shri... ..the Charged Employee through Controlling Officer.
2. Shri... .. the Presenting Officer.
3. Shri... .. the Inquiring Authority.

Standard Form-09

**STANDARD FORM OF ORDER OF IMPOSITION OF
PENALTY OF.....**

No.....

Date:...../..... /20

ORDER

1. I have carefully considered your representation dated.....
in reply to the Memorandum of Chargesheet No.....
dated. I do not find your representation to be
satisfactory due to the following reasons :-
.....
.....
..... (Speaking Orders)
2. I, therefore, hold you guilty of the charge(s) viz.....
levelled against you and have decided to impose upon you the penalty
of.....
.....
.....
3. The penalty will be recorded in your Service Book, please note.
4. Under Rule 34 of DFCCIL (Conduct, Discipline & Appeal) Rules, 2010 against
these orders lies toprovided:
(i) the appeal is submitted through proper channel within 30 days from the
date you receive the orders; and
(ii) the appeal does not contain improper or disrespectful language.
5. Please acknowledge the receipt.

Signature

Name.....

Designation:.....

Shri/Smt./Km.....

Designation.....

Unit.....

Through.....

Copy to: Shri/Smt./Km for information, necessary action & record.

Standard Form-10

**STANDARD FORM OF ORDER FOR TAKING
DISCIPLINARY ACTION IN COMMON PROCEEDINGS**

RULE 31 OF DFCCIL (CONDUCT, DISCIPLINE AND APPEAL) RULES 2010

No.....

Date:..... /..... /20

ORDER

1. WHEREAS the following DFCCIL employee are jointly concerned in a disciplinary case:
 - i. Shri/Smt./Km..... (Designation)... (Unit)
 - ii. Shri/Smt./Km..... (Designation)... (Unit)
 - iii. Shri/Smt./Km..... (Designation)... (Unit)
2. NOW, THEREFORE, in exercise of the powers conferred by Rule 31 of the DFCCIL (Conduct Discipline and Appeal) Rules 2010, the undersigned hereby direct(s):
 - (i) The disciplinary action against all the said employees shall be taken in a common proceeding.
 - (ii) That Shri/Smt./Km (Name & Designation) shall function as the Disciplinary Authority for the purpose of the common proceeding.
 - (iii) That the procedure prescribed in Rule 27 and Rule 29 shall be followed in the said proceedings.

Signature.....

Name.....

(Designation of the Competent Authority)

Copy for information to:

1. Shri/Smt./Km..... (Designation)... (Unit)
2. Shri/Smt./Km..... (Designation)... (Unit)
3. Shri/Smt./Km..... (Designation)... (Unit)

Standard Form-11
**STANDARD FORM OF CHARGE SHEET
FOR MINOR PENALTY**

RULE 29 OF THE DFCCIL (CONDUCT, DISCIPLINE AND APPEAL)
RULES 2010

No.....

Dated:..... / / 20

MEMORANDUM

1. Shri/Smt./Km.....working under is hereby informed that the undersigned has proposed to take action against him/her under Rule 29 of DFCCIL (Conduct, Discipline and Appeal) Rules 2010. A statement of the imputations of misconduct or misbehaviour, on which action is proposed to be taken as mentioned above, is enclosed.
2. Shri/Smt./Km is hereby given an opportunity to make such representation as he/she may wish to make against the proposal. The representation, if any, should be submitted to the undersigned (through proper channel) so as to reach the undersigned within fifteen (15) days of receipt of this Memorandum.
3. If Shri/Smt./Km fails to submit his/her representation within the period specified in para 2, it will be presumed that he/she has no representation to submit and orders will be liable to be passed against Shri/Smt./Km ex-parte.
4. The receipt of this Memorandum should be acknowledged by Shri/Smt./Km.....

Encl. : - Statement of imputations of misconduct / misbehaviour.

Signature.....

Name.....

Designation.....

(Disciplinary Authority)

To,

**STATEMENT OF IMPUTATION OF MISCONDUCT ON
WHICH ACTION IS PROPOSED AGAINST Shri/Smt./Km**

.....

That Shri/Smt./Km.....while working under.....has
committed irregularities as much as ".....".

By this above act of omission & commission, Shri/Smt./Km
..... failed to maintain absolute
integrity/devotion to duty/acted in a manner unbecoming of a DFCCIL
employee and thereby contravened Rule 4(a)(i)/(ii)/(iii) of DFCCIL
(Conduct, Discipline and Appeal) Rules 2010.

Signature.....

Name.....

Designation.....

(Disciplinary Authority)

Note: Strike out, whichever is not applicable. Specific provisions of Rule 4 to
be indicated.

Standard Form-12

STANDARD FORM OF SHOW CAUSE NOTICE TO BE ISSUED TO AN EMPLOYEE CONVICTED ON A CRIMINAL CHARGE

MEMORANDUM

1. Shri/Smt./Km.....Designation..... Place of posting/Unit..... (under suspension) is informed that on a careful consideration of the circumstances of the case in which he/she was convicted on (date) on a criminal charge, the undersigned considers that his/her conduct which has led to his/her conviction, is such as to render his/her further retention in service of the corporation, undesirable. The undersigned has, therefore, provisionally come to the conclusion that-
2. Shri/Smt./Km... is not a fit person to be retained in service and so the undersigned, in exercise of power conferred by rule 25 of DFCCIL (Conduct, Discipline & Appeal) Rules 2010, proposes to impose on him/her the penalty of removal/dismissal from service.
3. Shri/Smt./Km.....is hereby given an opportunity of making representation on the proposed penalty. Any representation which he/she may wish to make on the penalty proposed, will be considered by the undersigned before passing final orders. Such representation, if any, should be made in writing and submitted to the undersigned within fifteen (15) days from the date of receipt of this Memorandum by Shri/Smt./Km..... If no representation is received from him within the stipulated time, it will be presumed that he/she has no representation to make and final orders will be liable to be passed against him/her ex-parte.
4. The receipt of this Memorandum should be acknowledged by Shri/Smt./Km.....

Signature.....

Name:

Designation:.....

Shri/Smt./Km.....

Designation.....

Through.....

Place of Posting/Unit.....

Address

.....

ThroughIn case of suspension

Copy to: for information, necessary action and record.

Annexure-I

Proforma seeking prior approval for private visit abroad

1. Name :
2. Designation :
3. Pay Scale :
4. Passport No. :
5. Details of private foreign travel to be undertaken:

Period of stay abroad		Names of Countries to be visited	Purpose	Estimated Expenditure (Travel; board/ lodging, visa, misc. etc.)	Source of Funds	Remarks
From	To					

6. Details of previous private foreign travel, if any, undertaken during the last four years (to be given in the above format).

Signature with Date

Controlling Officer
HR/Corporate Office

Annexure-II

Form of application for permission to PSE executives to accept commercial employment within a period of ONE year after retirement.

1.	Name of the Executive (in Block letters)			
2.	Date of Retirement			
3.	Particulars of the Ministry/Department/Office/PSE in which the executive served during the last 5 years preceding retirement (with duration):			
	Name of Ministry/ Department/Office/PSE.	Post held	From	To
4.	Post held at the time of retirement and period for which held			
5.	Pay scale of the post and pay drawn by the Executive at the time of retirement			
6.	Pensionary benefits			
	Pension expected/sanctioned, if any (communication if any, should be mentioned)		Gratuity, if any	
7.	Details regarding commercial employment proposed to be taken up-			
(a)	Name of the firm/company/co-operative society, etc.			
(b)	Products being manufactured by the firm/type of business carried out by the firm, etc.			
(c)	Whether the executive had during his official career, any dealings with the firm, etc.			
(d)	Duration and nature of the official dealings with the firm			
(e)	Whether the PSE in which the executive was working had any dealings with the firm, etc. if so, give details			
(f)	Name of the job/post offered			
(g)	Whether post was advertised, if not, how was offer made (attach newspaper cutting of the advertisement, and a copy of the offer of appointment, if any)			
(h)	Description of the duties of the job/post			
(i)	Remuneration offered for post/job			

8.	Any information which the applicant desires to furnish in support of his request	
9.	Declaration:-	
	I hereby declare that -	
i)	I had no official dealings with the prospective employer in the preceding 5 years. The proposed employment will not involve conflict of interest with the policies of the office held by me during the last 5 years and the interest represented or work undertaken by the organization;	
ii)	The employment which I propose to take up will not bring me into conflict with Government/PSE;	
iii)	My commercial duties will not be such that my previous official position or knowledge or experience under Government/PSE could be used to give my proposed employer an unfair advantage;	
vi)	My commercial duties will not involve liaison or contact with the Government departments/PSEs;	
v)	I have not been privy to sensitive or strategic information in the last 5 years of service which is directly related to the areas of interest of work of the firm that I propose to join or to the areas in which I propose to practice or consult.	

Signature of the applicant

Dated:

Name:

Address:

Annexure-III

Form for giving prior intimation or seeking previous sanction under Rule-18 for transaction in respect of Immovable Property.

1	Name and Designation.	
2	Scale of Pay and present pay.	
3	Purpose of application-sanction for transaction/prior intimation of transaction.	
4	Whether property is being acquired or disposed of.	
5	Probable date of acquisition/disposal of property.	
6	Mode of acquisition/disposal	
7	Full details about location, viz. Municipal No., Street/Village, (a) Taluk, and District and State in which situated.	
(b)	Description of the property, in the case of cultivable land, dry or irrigated land.	
(c)	Whether freehold or leasehold.	
(d)	Whether the applicant's interest in the property is in full or part. (In case of partial interest, the extent of such interest must be indicated).	
(e)	In case the transaction is not exclusively in the name of the Government servant, particulars of ownership and share of each member.	
8	Sale/purchase price of the property. (Market value in the case of gifts)	
9	In cases of acquisition, source or sources from which financed/proposed to be financed :-	
(a)	Personal savings	
(b)	Other sources giving details.	
10	In the case of disposal of property, was requisite sanction/intimation obtained/given for its acquisition (A copy of the sanction/acknowledgement should be attached).	
11	Name and address of the party with whom	
(a)	transaction is proposed to be made.	
(b)	Is the party related to the applicant? If so, state the relationship.	
(c)	Did the applicant have any dealings with the party in	

	his official capacity at any time, or is the applicant likely to have any dealings with him in the near future?	
(d)	How was the transaction arranged? (Whether through any statutory body or a private agency through advertisement or through friends and relatives. Full particulars to be given).	
12.	In case of acquisition by gift, whether sanction is also required under Rule 12.	
13.	Any other relevant fact which the applicant may like to mention.	

DECLARATION

I, hereby declare that the particulars given above are true. I request that I may be given permission to acquire/dispose of property as described above from/to the party whose name is mentioned in item 11 above.

OR

I, hereby intimate the proposed acquisition/ disposal of property by me as detailed above. I declare that the particulars given above are true.

Place:

Signature with Date

- Different portions may be used according to requirement.
- Where previous sanction is asked for, the application should be submitted at least 30 days before the proposed date of the transaction.

Annexure-IV

Form for giving intimation or seeking previous sanction under Rule 18 for transaction in respect of Movable Property.

1.	Name of the Government servant.	
2.	Scale of Pay and present pay.	
3.	Purpose of application - Sanction for transaction/ prior intimation of transaction.	
4.	Whether property is being acquired or disposed of.	
5.	Probable date of acquisition or disposal of property.	
(a)		
(b)	If the property is already acquired/disposed of – Actual date of transaction.	
6.	Description of the property (e.g. car/Scooter/ (a) Motorcycle/Refrigerator/radio/radiogram/ jewellery/ loans/insurance policies etc.)	
(b)	Make, model (and also registration No. in case of vehicles), where necessary.	
7.	Mode of acquisition/disposal (Purchase/sale, gift, mortgage, lease or otherwise).	
8.	Sale/purchase price of the property.(Market value in the case of gifts)	
9.	In case of acquisition, source or sources from which financed/proposed to be financed :-	
(a)	Personal savings	
(b)	Other sources giving details.	
10.	In the case of disposal of property, was requisite sanction/ intimation obtained/given for its acquisition (A copy of the sanction/ acknowledgement should be attached).	
11.	Name and address of the party with whom (a) transaction is proposed to be made/has been made.	
(b)	Is the party related to the applicant? If so, state the relationship.	
(c)	Did the applicant have any dealings with the party in his official capacity at any time, or is the applicant likely to have any dealings with him in the near future?	
(d)	Nature of official dealings with the party.	

(e)	How was the transaction arranged? (Whether through any statutory body or a private agency through advertisements or through friends and relatives. Full particulars to be given).	
12.	In the case of acquisition by gifts, whether sanction is also required under Rule-12	
13.	Any other relevant fact which the applicant may like to mention.	

DECLARATION

I, hereby declare that the particulars given above are true. I request that I may be given permission to acquire/dispose of property as described above from/to the party whose name is mentioned in item 11 above.

OR

I, hereby intimate the proposed acquisition/ disposal of property by me as detailed above. I declare that the particulars given above are true.

Place:

Signature with Date

- Different portions may be used according to requirement.
- Where previous sanction is asked for, the application should be submitted at least 30 days before the proposed date of the transaction.

Annexure-V

Form for giving intimation under Rule-18 for transaction in Shares/Securities/Debentures/Mutual Fund/etc.

1. Name and designation :
2. Scale of pay and present pay :
3. Details of each transaction made in Shares, securities, debentures, mutual fund scheme etc. during the calendar year. :
4. Particulars of the party/firm with whom transaction is made- :
- a) Is party related to the applicant? :
- b) Did the applicant have any dealings with party in his official capacity at any time or is the applicant likely to have any dealings with him in the near future.
5. Source or sources from which financed –
 - a) Personal savings :
 - b) Other sources giving details
6. Any other relevant fact which applicant may like to mention :

DECLARATION

I hereby declare that the particulars given above are true.

Place:

Signature with Date

Annexure-VI

Return of Assets and Liabilities on First Appointment (Rule-18) as on _____

1. Name in full.....(in block letters)
2. Designation and place of posting
3. Total length of past service till date.....
4. Total annual income from all sources during the Calendar year immediately preceding the 1st day of January' 20-

Declaration

I hereby declare that the return enclosed namely, **Forms-I to V** are complete, true and correct as on.....to the best of my knowledge and belief, in respect of information due to be furnished by me under the provisions of Rule-18 of DFCCIL (Conduct, Discipline & Appeal) Rules.

Date.....

Signature.....

Note:

1. This return shall contain particulars of all assets and liabilities of the employee either in his own name or in the name of any other person.
2. If an employee is a member of Hindu Undivided Family with coparcenaries rights in the properties of the family either as a 'Karta' or as a member, he should indicate in the return in Form No. I the value of his share in such property and where it is not possible to indicate the exact value of such share, its approximate value. Suitable explanatory notes may be added wherever necessary.

Annexure-VII**FORM No. 1**

**Statement of immovable property on first appointment
as on the 31st December, 20--.**

(e.g. Lands, House, Shops, Other Buildings, etc.)

S. No.	Description of property	Precise location (Name of District, Division, Taluk and Village in which the property is situated and also its distinctive number, etc.)	Area of land (in case of land and buildings)	Nature of land in case of landed property	Extent of interest	If not in own name, state in whose name held and his/her relationship, if any to the Government servant
1	2	3	4	5	6	7

Date of acquisition	How acquired (whether by purchase, mortgage, lease inheritance, gift or otherwise) and name with details of person/ persons from whom acquired (address and connection of the employee, if any, with the person/persons concerned) Please see Note 1 below)	Value of the property (see Note 2 below)	Particulars of sanction of prescribed authority if any	Total annual income from the property	Remarks
8	9	10	11	12	13

Date.....

Signature.....

Note:

1. For purpose of Column 9, the term "lease" would mean a lease of immovable property from year to year or for any term exceeding one year or reserving a yearly rent. Where, however, the lease of immovable property is obtained from a person having official dealings with the employee, such a lease should be shown in this Column irrespective of the term of the lease, whether it is short term or long term, and the periodicity of the payment of rent.
2. In Column 10 should be shown -
 - i. where the property has been acquired by purchase, mortgage or lease, the price or premium paid for such acquisition;
 - ii. where it has been acquired by lease, the total annual rent thereof also; and
 - iii. where the acquisition is by inheritance, gift or exchange, the approximate value of the property so acquired.

FORM No. II
**Statement of liquid assets on first appointment
as on the 31st December, 20--.**

- (1) Cash and Bank balance exceeding 3 months emoluments.
- (2) Deposits, loans, advances and investments (such as shares, securities, debentures, etc.)

S. No.	Description	Name & Address of Company, Bank etc.	Amount	If not in own name, name and address of person in whose name held and his/her relationship with the Government servant	Annual income derived	Remarks
1	2	3	4	5	6	7

Date.....

Signature.....

Note:

1. In column 7, particulars regarding sanctions obtained or report made in respect of the various transactions may be given.
2. The term "emoluments" means the pay and allowances received by the employee.

FORM No. III

**Statement of movable property on first appointment
as on the 31st December, 20 --.**

S. No.	Description of items	Price or value at the time of acquisition and/or the total payments made upto the date of return, as the case may be, in case of articles purchased on hire purchase or installment basis	If not in own name, name and address of the person in whose name and his/her relationship with the employee.	How acquired with approximate date of acquisition	Remarks
1	2	3	4	5	6

Date.....

Signature.....

Note:

1. In this Form information may be given regarding value of items like jewellery, silver & other precious metals/stones, Motor Cars, Scooters/Motorcycles, refrigerators/air-conditioners, television sets and such other articles.
2. In column-5, may be indicated whether the property was acquired by purchase, inheritance, gift or otherwise.

FORM No. IV
**Statement of Provident Fund and Life Insurance Policy on
First Appointment as on 31st December 20....**

S. No.	Policy No. and date of policy	Name of Insurance Company	Sum insured date of maturity	Amount of annual premium	Type of Provident Funds/ GPF/CPF, (Insurance Policies) account No.	Closing balance as last reported by the Audit/ Accounts Officer alongwith date of such balance	Contribution made subsequently	Total	Remarks (if there is dispute regarding closing balance the figures according to the Govt. servant should also be mentioned in this column)
1	2	3	4	5	6	7	8	9	10

Date.....

Signature

FORM No. V

**Statement of movable property on first appointment
as on the 31st December, 20 --.**

S. No.	Amount	Name and address of Creditor	Date of incurring Liability	Details of Transaction	Remarks
1	2	3	4	5	6

Date

Signature.....

Note: Individual items of loans not exceeding three months emoluments need not be included.

Annexure-VII

Statement of Annual Immovable Property Return for the year...

1. Name:
2. Designation:
3. Date of appointment:
4. Pay Scale:

Name of district sub-Division, Taluk and Village in which property is situated	Name and details of property		Present Value	If not in own name state in whose name held and his / her relationship to the employee	How acquired- Whether by purchase lease, mortgage, inheritance gift or otherwise, with date-of-acquisition and name with details of persons from whom acquired	Annual Income from the property	Remarks
	Housing and other buildings	Lands					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature with date.....

Note:

1. Inapplicable clause to be struck out.
2. In case where it is not possible to assess the value accurately the approximate value in relation to present conditions may be indicated.
3. This form is required to be filled in and submitted by employees in AM and above in January every year, giving particulars of all immovable property owned, acquired or inherited by him or held by him on lease or mortgage, either in his own name or in the name of any members of his family or in the name of any other person.

Schedule

Disciplinary, Appellate and Reviewing Authorities Under DFCCIL (Conduct, Discipline and Appeal) Rules.

S. No.	Category of Employee	Penalty	Disciplinary Authority	Appellate Authority	Reviewing Authority
(1)	(2)	(3)	(4)	(5)	(6)
1.	ED/GGM/GM	Major	MD	Chairman	BoD
		Minor	MD	Chairman	BoD
2.	AGM/JGM/DGM	Major	MD	Chairman	BoD
		Minor	Director	MD	Chairman
3.	Manager/AM/JM	Major	GM	Director	MD
		Minor	AGM	GM	Director
4.	Sr. Executive/ Executive	Major	AGM	GM	Director
		Minor	JGM	AGM	GM
5.	Below Executive	Major	JGM	AGM	GM
		Minor	DGM	JGM	AGM

(HRs letter no. HQ/HR/E2/Pt.I/201501794 dated; 10.02.2016)

Note:

- 1) Officers with different designations comparable to the designations mentioned in Col. (3) to (6) of the Table shall exercise the power.
- 2) The above Schedule of Power may be reviewed from time to time as per the requirements of the company.

Chapter-V Service Rules

Section-I Bond Policy

Following are the provisions of Service Agreement-cum-Bond and Forwarding of Applications, as given below: -

S. No.	Bond Policy (Applicable to Direct recruits)		
	Category	Period	Amount (In Rs.)
1.	Executive (E0) level to AM (E3)	3 yrs	04 lacs + GST (if applicable)
2.	Below E0 level (Jr. Executive/MTS)	3 yrs	02 lacs + GST (if applicable)

- a. For all employees inducted through Immediate Absorption basis, Bond amount shall be Rs. 3.0 lakhs + GST.
- b. No bond is required for employees inducted through Permanent Absorption basis.
- c. All employees shall have to serve minimum period of 3 years irrespective of their mode of induction.
- d. If an employee leaves the company during the bond period on completion of 02 years' service, proportionate bond amount to be recovered with the approval of MD only.
- e. In regard to forwarding of applications for outside employment, the same shall be forwarded as per DOPT guidelines.
- f. The bond is transferable.
- g. The revised policy shall be applicable to the existing employees also.

2.1 The items (e) i.e. forwarding of applications for outside employment as per DOPT guidelines and (f) i.e. bond is transferable, shall be governed as per follows:

- i) **Forwarding of applications:** Applications of DFCCIL employee for outside employment shall be forwarded as per DoPT guidelines contained in their OM No. 28011/1/2013-Esttt (C) dated 23.12.2013 and further instructions issued from time to time.
- ii) **Transfer of bond:** The instructions of DPE contained in their OM No. 15(2)/2003- DPE(GM)/GL-57 dated 29.07.2004 and further instructions issued from time to time regarding transfer of bond in respect of employees of PSUs who leave the services of one undertaking to join another Undertaking/Government will be applicable.

(Circular No. 11/2019 dated 29.05.2019)

Section-II

Probation Confirmation

Direct Recruits shall be on probation for a period of two years from the date of joining. They shall be confirmed subject to satisfactory completion of the probationary period including test/training as prescribed.

Probation period can be curtailed or extended on merits of individual cases duly bringing out the justification/reasons of each individual case with the approval of appointing authority.

Employees on probation may be discharged from the service during period of probation without assigning any reasons.

The following are the rules and procedure for probation confirmation:-

1. APARs for 02 Years.

- a) Employee's minimum grading should be 'Very Good' and above for 02 years.
- b) Where employee completes 02 years in middle of the year and only 01 APAR is available, **Special Working Report (SWR)** will be taken as on 30 June, 30th Sep and 31st Dec as the case may. The Performa of the SWR is enclosed at **Annexure- I**

Concerned Unit/ Functional Heads in C.O. will submit the **SWR** of the probationers in the prescribed format within 20 days after above due dates positively, to the corporate office/HR for further action in the matter.

- c) A probationer who is not making satisfactory progress, should be informed on his shortcomings well before the expiry of the original probationary period so that he can make special efforts at self-improvement.

2. Leave/Absence from Duty

If an employee does not complete 75% of the total duration prescribed for probation i.e. 2 years on account of availing any kind of leave as permissible to a probationer under the Rules, his/her probation period may be extended by the length of the leave availed, but not exceeding double the prescribed period of probation.

3. Vigilance/D&A Clearance.

The employee should be free from D&A and Vigilance angle. If he/she is not free from D&A/Vigilance angle then he/she will be taken up under the D&A Rules of the Company.

4. Procedure

The procedure for clearance of probation period will be as under:

Ratings of APAR	Process for Probation Clearance
In all the cases where rating of employees is 'Very Good' and above in two years APAR/SWR.	The probation period of such employees will be cleared automatically on obtaining D&AR and vigilance clearance. An Office Order to this effect will be issued by HR.
In all the cases where grading is less than Very Good in any of the APAR/SWR.	<p>In such cases, the probation period will be extended for six months automatically and the case for probation clearance will then be reviewed based on next APAR/SWR, as the case may be, after six months.</p> <p>If the employee is not found suitable for probation clearance even after 02 such extended period of probation, such cases will be referred to the Standing Committee/Committee who can recommend termination of service as 'discharge simpliciter' which will not amount to a punitive disciplinary action. The recommendation of the committee will be put up to MD for decision on discharge of the employee or otherwise.</p>

(Circular 34/2019 dated 19.11.2019)

Annexure - I

Special Working Report for Probation Clearance**(For the period from _____ to _____)**

01. Employee Code : _____
02. Name of the Employee : _____
03. Date of Birth : _____
04. Designation : _____
05. Grade : _____
06. Date of appointment : _____
07. Place of posting : _____
08. Whether SC/ST/OBC : _____
09. Date of Joining DFCCIL : _____
10. Date of Joining the present project : _____
11. Educational Qualification : _____
12. Report on Performance : _____
- (a) Brief statement of the work handled : _____
- (b) Technical ability : _____
- (c) Physical fitness for strenuous work : _____
- (d) Amenability to discipline : _____
- (e) Deficiencies/short comings noticed, : _____
 If so, whether these have been
 informed
- In writing to the employee and
 result Thereof. : _____
- (f) An assessment whether he can be
 Classified Outstanding/Very Good
 /Good/Fair/Below Par : _____

(g) Integrity	:	_____
(h) Fitness for probation clearance	:	_____
(I) General Assessment	:	_____
13. Leave Availed during the period (Other than C.L/R.H)	:	_____
(List may be attached if required)		
14. DAR & Vigilance case, if any	:	_____
Reporting officer	:	_____
Name	:	_____
Design	:	_____
Date	:	_____
Remarks of Reviewing Authority	:	_____
Signature	:	_____
Name	:	_____
Design	:	_____
Date	:	_____
Remarks of Accepting Authority	:	_____
Signature	:	_____
Name	:	_____
Design	:	_____
Date	:	_____

Section-III

Promotion

1. Sourcing and Cadre formation

- a) All the posts up to E8 level in DFCCIL will be distributed among different cadres as explained below:

	Cadre
Infrastructure	Civil
Systems	Electrical
	S&T
Operations	Operations & BD
Mechanical	Mechanical
Finance	Finance
HR	HR, Administration & Legal
IT	IT

(Circular No. 22/2021 dated 01.09.2021)

Note – Detailed functions for each cadre/post will be prepared with the approval of MD.

b) Hierarchy and cluster of Posts

The hierarchy and cluster shall be as under:

Grade	Post/Hierarchy	IDA Pay Scales	Cluster
E8	General Manager	120000-280000	F
E7	Addl. General Manager	100000-260000	E
E6	Jt. General Manager	90000-240000	
E5	Dy. General Manager	80000-220000	
E4	Manager	70000-200000	D
E3	Assistant Manager	60000-180000	
E2	Junior Manager	50000-160000	
E1	Sr. Executive	40000-140000	C
E0	Executive	30000-120000	
N7	Jr. Executive-Grade I	29000-91000	B
N6	Jr. Executive-Grade II	28000-80000	
N5	Jr. Executive-Grade III	25000-68000	
N4	MTS-Grade I	22000-63000	A
N3	MTS-Grade II	21000-60000	
N2	MTS-Grade III	18000-52000	
N1	MTS-Grade IV	16000-45000	

- c) The organizational structure of the company would be as decided from time-to-time.
- d) All the posts in Cluster A (N1 to N4) for different cadres will have common centralized seniority and employees can be posted and utilized as per requirement in different cadres/departments. At the time of promotion/selection from Cluster A (common cadre) to Cluster B (where the cadres will be different), options will be called from all the employees in the Cluster A.

An option will be given to all eligible MTS employees appearing in combined exam to choose three departments (for promotion to N5 level). Panel for N5 will be prepared department wise after considering three options along with other criteria of promotion policy.

(Circular No. 03/2021 dated 17.02.2021)

- e) From N5 to E8 level, seniority will be maintained cadre wise.
- f) Company reserves right to form new cadres or split cadres as per the prevailing functional needs.
- g) Recruitment and Promotions will be made on the basis of posts sanctioned for the different cadres as per the chart given above.
- h) Employees working against isolated posts/small group of posts like Company Secretary will be promoted on fulfilling the requisite residency period as per the selection procedure contained in Para 10 of promotion/this chapter.
 - For the post of Company Secretary, employees fulfilling the requisite residency period may be considered for promotion up to the level of E8.
 - For the post in Secretarial Cadre, employees fulfilling the requisite residency period may be considered for promotion up to the level of E6.
- i) The posts in Vigilance department shall be filled up by inducting staff as per instructions issued by DPE from time to time.
- j) Isolated/small group of posts may be filled on tenure basis by calling for volunteers from among DFCCIL employees or from outside through lateral induction.

2. Composition of cadre

- a) All regular employees appointed to a post/grade in a cadre/discipline referred to in Para-1, either by direct recruitment or by absorption, shall be members of the respective cadres/disciplines up to E8 level.
- b) The vacancies in any of the posts/grades in a cadre referred to in Para-1 shall be filled as per the mode of filling vacancies prescribed in Para-3, except for the posts as prescribed for Direct Recruitment.

3. Mode of filling the vacancies at various levels:

Grade	Post/ Hierarchy	Cluster	Mode of filling vacancies	Educational Qualifications for Direct Recruitment/ Immediate Absorption for entry in lowest grade of the cluster
E8	General Manager	F	70% by promotion, remaining 30% by lateral induction/ deputation. In case Promotion quota does not get filled up due to non-availability of suitable candidate, the vacancy will be filled up by lateral induction/ deputation. However, such vacancy will revert back to promotion quota on completion of deputation term of such incumbents.	
E7	Addl. General Manager	E	70% of the vacancies in Cluster E(E5/E6/ E7) should be filled up by promotion and remaining 30% should be filled through lateral induction/ absorption/ Deputation. The absorbed office should be counted towards 30% quota.	
E6	Jt. General Manager			
E5	Dy. General Manager			
E4	Manager	D	50% posts in E2 to E4 grade (cluster D) shall be filled by direct recruitment. 50% posts in E2 to E4 grade (cluster D) shall be filled by Promotion from eligible	Relevant Degree from a recognized Institute with minimum 60% marks.
E3	Assistant Manager			
E2	Junior Manager			

			employees in E0/E1 grade having 4 years minimum service through competitive examination.	
E1	Sr. Executive	C	50% posts in E0 & E1 grade (cluster C) shall be filled by direct recruitment. 50% posts in E0 & E1 grade (cluster C) shall be filled by Promotion from eligible employees in N5/N6/N7 grade having 4 years minimum service through competitive examination.	Relevant Diploma from a recognized Institute with minimum 60% marks, as approved from time to time as per Clause 5 (b)
E0	Executive			
N7	Jr. Executive-Grade I	B	50% posts in N5 to N7 grade (cluster B) shall be filled by direct recruitment. 50% posts in N5 to N7 grade (cluster B) shall be filled by Promotion from eligible employees in N1 to N4 grade having 4 years minimum service through competitive examination. For promotion to N5 grade in cluster B, combined written exam for eligible employees at the level of N1 to N4 will be held. (Circular No. 03/2021 dated 17.02.2021)	ITI approved by NCVT/ SCVT / ITI equivalent, with not less than 60% marks in aggregate in ITI (Specific qualification / trade for different cadre will be prescribed separately as approved from time to time as per Clause 5 (b))
N6	Jr. Executive-Grade II			
N5	Jr. Executive-Grade III			
N4	MTS -Grade I	A	100% by Direct recruitment	ITI approved by NCVT/ SCVT or ITI equivalent with not less than 60% marks in aggregate in ITI.
N3	MTS -Grade II			
N2	MTS -Grade III			
N1	MTS -Grade IV			

Note:

- (i) For the purpose of promotion within the executive and non-executive posts from the grade of N2 to E8, the various grades have been placed in cluster viz-A, B, C, D, E&F as indicated above. N1 to N7 are non-executive posts, whereas, E0 and above are executive posts.
(Circular No. 22/2021 dated 01.09.2021).
- (ii) All the posts in Cluster A (N1 to N4) will have common seniority. Employees working on these posts can be used as per requirement for different functions. For promotion from Cluster A (N1 to N4) to lowest level of Cluster B (N5), where the posts will be distributed in different cadres, as per the chart in Para 1(a), options will be called from the eligible employees in the N1 to N4 grades. The promotion will be processed to N5 grade on the basis of options submitted, as per the Zone of Consideration as described in Para 7 (b) (i) of promotion policy.
- (iii) All Open Market Recruitment/Immediate Absorption shall be made in the lowest grade/level in the cluster.
- (iv) For higher grades/levels within the cluster, promotion will be made on completion of minimum residency period.
- (v) Vacancies earmarked at various levels will be filled up against prescribed quota. Lateral Induction/ Permanent Absorption should be made only against the quota earmarked for direct recruitment/ lateral induction/ deputation.
- (vi) Eligibility conditions for lateral induction to Cluster E/F will be prescribed as per DPE guidelines. (Circular No. 22/2021 dated 01.09.2021).

4. Minimum Residency**Cluster A**

Multi-Tasking Staff-Grade I (N4)

2 3Yrs.

Multi-Tasking Staff -Grade II (N3)

2 3Yrs.

Multi-Tasking Staff-Grade III (N2)

2 3Yrs.

Multi-Tasking Staff-Grade IV (N1)

Cluster A to Lowest Grade in Cluster B

Total four years' service in Grade N1/N2/N3/N4 will be required for employees to appear in the Competitive Examination for promotion to Junior Executive Grade -III (N5 level).

Panel will be as per seniority from amongst the employees who meet the prescribed selection criteria.

Cluster B

Jr. Executive- Grade I (N7)

2 3Yrs.

Jr. Executive- Grade II (N6)

2 3Yrs.

Jr. Executive- Grade III (N5)

Cluster B to Lowest Grade in Cluster C

Total four years' service in Grade N5/N6/N7 will be required for employees to appear in the Competitive Examination for promotion to Executive (E0).

Panel will be as per seniority from amongst the employees who meet the prescribed selection criteria.

Cluster

Sr. Executive(E1)

2 4Yrs.

Executive(E0)

Cluster C to Lowest Grade in Cluster D

Total four years' service in Grade E0/E1 will be required for employees to appear in the Competitive Examination for promotion to Junior Manager (E2).

Panel will be as per seniority from amongst the employees who meet the prescribed selection criteria.

Cluster D

Manager(E4)

2 4Yrs.

Assistant Manager(E3)

2 3Yrs.

Junior Manager(E2)

Cluster D to Lowest Grade in Cluster E

Dy. General Manager(E5)

2 4Yrs.

Manager(E4)

Cluster E

Addl. General Manager(E7)

4Yrs.

Jt. General Manager(E6)

4Yrs.

Dy. General Manager(E5)

Grade E7 to grade E8

General Manager(E8)

4Yrs.

Addl. General Manager(E7)

Note:

Jr. Manager (E2) grade was introduced vide HR's Letter No. HQ / HR / E2 / Pt.I /201501794 Dt. 10.02.2016. To ensure that the promotional prospects of existing Sr. Executives (as on 10.02.2016) is not adversely affected by the insertion of new level of E2, such Sr. Executives who have completed 3 years or more in E1 (Sr. Executive) grade may be given an option to opt either -

- (i) For promotion to E3 on completion of six years residency in E1 (Sr. Executive) grade; or
- (ii) For promotion to the new E2 (Jr. Manager) grade on completion of 3 years in E1 (Sr. Executive) grade and will become eligible for promotion to E3 (Assistant Manager) on completion of 3 years residency period in E2 (Jr. Manager) grade.

5. Counting of Residency

5.1 Counting of residency period of employees on promotion

- a) The residency period for all cases of promotion will be counted as on 1st January every year.
- b) The actual financial benefits and the date of pay and increment fixation will be w.e.f the actual date of joining by the employee in the higher post.

5.2 Counting of residency period of employees on permanent absorption

For the purpose of counting residency period for promotion in the case of employees joining on deputation followed by permanent absorption in DFCCIL, they will be governed by the following: -

- a) In the cases where the employees are considered for absorption in higher grade, their date of residency would be the date of absorption.

- b) In cases where they are absorbed in the same grade in which they are working on the date of absorption, their date of residency would be the date of entry to the grade in which absorption is being made but not before the date of joining on deputation.
- c) The employee, who was on deputation and later on given higher designation and subsequently absorbed in higher designation, will not be entitled for the benefit of residency period i.e. the date of residency will be from the date of absorption.

6. Assessment of vacancy for promotion

(a) Within the cluster

- i. The number of posts in each grade/level within one cluster will be on floating basis.
- ii. Promotion within the cluster will be considered on completion of requisite residency period in the present grade, irrespective of vacancy, as per the selection procedure contained in Para 10.
- iii. Assessment for promotions shall be undertaken once in a year. For this purpose, eligibility lists of employees completing the minimum required residency for promotion to the next grade shall be prepared as on 1st January.

(b) From one cluster to another cluster

- i. Promotion from one cluster to another cluster shall be subject to availability of vacancy.
- ii. Reservation (SC/ST/PwBD) will be applicable for promotions from Cluster A to B, Cluster B to C and Cluster C to D.
- iii. Post based rosters will be maintained for each cluster where reservation is applicable as mentioned above.
- iv. Assessment of vacancies for promotion from one cluster to another (inter cluster promotion) in N5, E0, E2 grade shall be undertaken on 1st January. Similarly assessment of vacancy for E5 and E8 grade will be undertaken on 1st January of every year. For assessing the vacancy, the existing and anticipated vacancies that will arise in the next one year will be taken into consideration.
- v. The anticipated vacancies will cover the following-
 - a) Vacancies on account of normal wastage, viz retirement on superannuation
 - b) Vacancies likely to be caused as a result of resignation provided the same are likely to be accepted.
 - c) Vacancies in next higher clusters in the channel, the filling of which will result in the need to make consequent appointments from the proposed panel.

- d) Vacancies likely to be caused due to staff approved to go on deputation to other units.
- e) Number of staff already empanelled for ex-cadre posts.
- f) Vacancies likely to arise due to creation of additional posts in next higher clusters and in the same cluster, with approval of Competent Authority.

7. Zone of Consideration (ZOC) for Promotion

a) Within the cluster

All eligible employees who have completed the minimum residency period as on 1st January will be called for selection.

b) From one cluster to another Cluster

(i) For promotion to N5, E0, E2 grades.

All the employees in lower cluster with 4 years of minimum service will be eligible to appear in the Competitive Examination.

(ii) For promotion to E5 & E8 grades

The Zone of Consideration (ZOC) for E5 and E8 grades, i.e. number of employees to be called for selection process out of the employees who have completed minimum residency period as on 1st January shall be as under: –

Number of Vacancies(X)	Normal ZOC
Up to 10	$2X+4$
More than 10	$1.5 X+3$ but not less than 24.

8. Issue of notification of vacancies

The number of vacancies to be filled on promotion (within cluster or from one cluster to another cluster) will be notified. For promotion to N5, E0, E2, option will be called from the employees working in lower cluster who have completed 4 years of service in the cluster. List of employees who fall within the Zone of Consideration as explained in Para 7, who have opted for competitive examination in terms of Para 7 (b) (i) will be published.

9. Composition of Selection Committee (DPC)

- a) Selection Committee (DPC) shall be nominated by the Appointing Authority as per SOP
- b) Composition of the Selection Committee (DPC) for various grades shall be as under:

For promotion to	Selection Committee Composition
GM (E8)	Three Directors including Director in-charge of HR.
AGM, JGM, DGM (E5, E6, E7)	Three GGM/GMs, one each from HR, the concerned department and the sister department.
Manager and Asst. Manager (E3, E4)	Three AGMs one each from HR, the concerned department and the sister department.
Junior Manager (E2) (Cluster C to Cluster D)	Three AGMs one each from HR, the concerned department and the sister department. (one member should belong to SC/ST category). In case no member is available from SC/ST category, another member can be co-opted at one grade/level lower to the committee.
Sr. Executive (E1)	Three AGMs one each from HR, the concerned department and the sister department.
Executive (E0) (Cluster B to Cluster C)	Three AGMs one each from HR, the concerned department and the sister department. (one member should belong to SC/ST category). In case no member is available from SC/ST category, another member can be co-opted at one grade/level lower to the committee.
Junior Executive Grade I and Junior Executive Grade II (N6, N7)	Three AGMs/JGMs one each from HR, the concerned department and the sister department.
Junior Executive Grade III (N5) (Cluster A to Cluster B)	Three AGMs/JGMs, one each from HR, the concerned department and the sister department. (one member should belong to SC/ST category). In case no member is available from SC/ST category, another member can be co-opted at one grade/level lower to the committee.
Multi-Tasking Staff (N2, N3, N4)	Three DGMs one each from HR, the concerned department and the sister department.

10. Selection Procedure

10.1 Method

a) Within the cluster

- (i) For **N1 to N2, N2 to N3, N3 to N4, N5 to N6, N6 to N7 and E0 to E1** grades, promotions will be made on the basis of performance of the employee in the Annual Performance Appraisal. APAR's for last 3 years will be considered. Weightage of each APAR will be of 10

marks. Minimum Qualifying marks for the promotion will be 60% of the Total marks, (i.e 18 marks out of 30).

- (ii) For **E2 to E3, E3 to E4, E5 to E6 and E6 to E7** promotions will be made on the basis of performance of the employee in Professional/ Managerial Ability (Presentation), Personality Traits (Interview) and APARs. APAR's for last 4 years will be considered. Weightage of each APAR will be of 10 marks (through pro rata conversion). Distribution of Marks will be as under -

Professional/Managerial ability (Presentation)	Personality Traits(interview)	APAR	Total
25	25	50	100

Minimum Qualifying marks for the promotion will be 60% of Professional/ Managerial ability (Presentation) & Personality Traits (Interview) and 60% of APAR. Thus, overall Qualifying marks shall be 60% (i.e minimum 60 marks out of 100).

b) From one cluster to another Cluster

(i) For promotion to N5, E0, E2 grades

For Cluster A to lowest Grade in Cluster B (N5), Cluster B to lowest Grade in Cluster C (E0) and Cluster C to lowest Grade in Cluster D (E2) promotions will be made on the basis of performance of the Employee in competitive examination comprising of Professional/ Managerial ability (Written Test) and APARs.

All the employees in lower cluster with 4 years minimum service will be eligible to appear in the Competitive Examination.

Marks obtained in the written test (computer-based test) as per the result given by the reputed testing agency will be tabulated along with marks for APARs by the Selection Committee. APARs for last 4 years will be considered. Weightage of each APAR will be of 10 marks. Distribution of Marks will be as under -

Professional/Managerial ability (Written Test)	APAR	Total
60	40	100

If APAR for 4 years are not available then marks will be awarded on pro-rata basis on the basis of available APARs. Minimum Qualifying marks for the promotion will be 60% in Professional/Managerial ability (Written Test) and 60% in APAR. Thus, overall Qualifying marks shall be 60% (i.e 60 marks out of 100).

(ii) For promotion to E5 and E8 grades

From Cluster D (E4) to lowest Grade in Cluster E (E5) and Grade E7 to Grade E8 respectively, promotions will be made on the basis of performance of the Employee in Professional/Managerial Ability (Presentation), Personality Traits (Interview) and APARs. APAR's for last 4 years will be considered. Weightage of each APAR will be of 10 marks (through pro rata conversion).

Distribution of Marks will be as under:-

Professional/Managerial ability (Presentation)	Personality Traits(interview)	APAR	Total
25	25	50	100

For promotion to E5 grade, minimum qualifying marks shall be 60% in Presentation and interview and 60% in APAR. Thus, overall qualifying marks shall be 60% (i.e. minimum 60 marks out of total 100).

For promotion to E8 grade, minimum qualifying marks shall be 75% in presentation and interview and 75% in APAR. Thus, overall qualifying marks shall be 75% (i.e minimum 75 marks out of total 100).

10.2 Presentation

Candidates may be required to make a presentation about his/her professional/managerial achievements/abilities before Selection Committee (DPC), wherever prescribed, for promotion to various levels. Topics for presentation will be decided by member of the Selection Committee of the concerned department /cadre.

10.3 Written Test

Candidates may be required to appear in the written test for his/her Professional/ Managerial Abilities, wherever prescribed, for promotion to various levels. Computer-Based Test (CBT) will be conducted through reputed testing agency. Syllabus for the test will be prescribed with the approval of Appointing Authority.

10.3.1 Provision of 10% relaxation of marks to SC/ST/PwBD candidates shall be applicable up to E2 level in Promotion for non-safety category posts.

Accordingly, the SC/ST/PwBD candidates will require 50% qualifying marks in Professional/Managerial Ability (written test) and 50% in APAR. Thus, overall qualifying marks will be 50% (i.e. 50 marks out of 100) in Promotional Selections (up to E2 level) for posts other than those which fall under safety category, provided, there is a shortfall of SC/ST/PwBD candidates qualifying from normal standards and posts are reserved for SC/ST/PwBD candidates.

(Circular No. 36/2023 dated 09.10.2023)

10.4 **Distribution of Marks for APAR**

- a) For the purpose of assessing the suitability of the employees for promotion in every grade, the Selection Committee (DPC) shall award the marks against APARs four (04)/ three (03) preceding years, as prescribed.
- b) While awarding the marks under APAR head sum total of marks obtained on scale of 1 to 10 should be taken into account.
- c) Where one or more APAR is not available out of 03/04 (three/four), as prescribed, the Selection Committee may consider the APARs of preceding period. If this is also not available, Selection Committee may award the marks on the average of other available APARs.

10.5 **D&AR & Vigilance Clearance**

At the time of consideration of the cases of eligible employees for promotion, details of their D&AR/Vigilance clearance should be obtained and details thereof, should be brought to the notice of the Selection Committee.

11. **Recommendations of Selection Committee**

- a) The Selection Committee (DPC) after assessment of the employees shall prepare Select List/Panel.
- b) Cases in respect of employees, who are under suspension or who have been charge-sheeted or against whom criminal charges have been framed by a Court of Law, will specifically brought to the notice of the Selection Committee (DPC). The Selection Committee shall assess the suitability of such employees for promotion. The assessment and the recommendations of the Selection Committee shall be kept in a sealed cover.
- c) If the disciplinary case/ criminal prosecution proceedings are still pending against such employees at the time of subsequent selections, the Selection Committee (DPC) shall assess the suitability for promotion and the recommendations of the Selection Committee shall be kept in a sealed cover for each subsequent year.
- d) Detailed procedure and guidelines relating to processing the case kept in sealed cover will be issued from time to time.

12. **Formation of Panel**

12.1 a) **Within the cluster**

- (i) For **N2 to N3, N3 to N4, N5 to N6, N6 to N7 and E0 to E1**, Selection Committee will recommend names of the employees who have qualified as per the prescribed procedure in order of seniority.
- (ii) For **E2 to E3, E3 to E4, E5 to E6 and E6 to E7**, Selection Committee will recommend names of the employees who have qualified as per the prescribed procedure in order of seniority.

b) **From one cluster to another Cluster**

(i) **For promotion to N5, E0, E2 grades**

Selection Committee will recommend names of the employees in the order of seniority as per vacancies notified from amongst the employees who meet the prescribed selection criteria.

(ii) **For promotion to E5 and E8 grades**

Selection Committee will recommend names of the employees in the order of seniority as per vacancies notified from amongst the employees who meet the prescribed selection criteria.

12.2 **Approval of Panel**

The recommendation of Selection Committee (DPC) for promotion will be put up to Appointing Authority for approval, as per SOP.

12.3 **Notification of Panel**

List of candidates approved on recommendation of selection committee shall be notified.

12.4 **Currency of the Panel**

The currency of the panel shall be for a period up to the assessment of vacancies for promotions for the next cycle.

13. **Supplementary Selection**

a) **Within the cluster**

(i) For **N1 to N2, N2 to N3, N3 to N4, N5 to N6, N6 to N7** and E0 to E1, no supplementary selection will be required as the assessment is made only on the basis of APARs only.

(ii) For **E2 to E3, E3 to E4, E5 to E6 and E6 to E7**

If an employee is unable to appear in the Presentation/Interview for promotion on the scheduled date due to self – sickness or self-marriage or for any other extraordinary circumstances beyond his/her control, he/she may be considered for supplementary selection with approval of Competent Authority based on the merits of each case. The representation regarding inability to attend the selection should be submitted by the employee, duly forwarded by his/her Controlling Officer, to HR department/CO within 15 days from the scheduled date of selection. Supplementary Selection may be fixed on a convenient date after decision has been taken on the representation to convene Supplementary Selection. The supplementary meeting of the Selection Committee should as far as possible be attended by the same Officers who were present at the first Selection Committee. Not more than one

supplementary selection will be held to cater to such situation. Revised panel may be issued based on the results of the Supplementary Selection Proceedings.

b) From one cluster to another Cluster

- (i) **For promotion to N5, E0, E2 grades-** No supplementary written test (CBT) will be conducted. All the employees should appear in the written test (CBT).
- (ii) **For promotion to E5 and E8 grades-** If an employee is unable to appear in the Presentation/Interview for promotion on the scheduled date due to self – sickness or self-marriage or for any other extraordinary circumstances beyond his/her control, he/she may be considered for supplementary selection with approval of Competent Authority based on the merits of each case. The representation regarding inability to attend the selection should be submitted by the employee, duly forwarded by his/her Controlling Officer, to HR department/CO within 15 days from the scheduled date of selection. Supplementary Selection may be fixed on a convenient date after decision has been taken on the representation to convene Supplementary Selection. The supplementary meeting of the Selection Committee should as far as possible be attended by the same Officers who were present at the first Selection Committee. Not more than one supplementary selection will be held to cater to such situation. Revised panel may be issued based on the results of the Supplementary Selection Proceedings.

14. Orders of Promotion

- a) Within the cluster- Employees borne on the panel will be promoted irrespective of the vacancy by upgradation/down gradation of posts.
- b) Inter Cluster (one cluster to another) – Employees borne on the panel will be promoted subject to availability of vacancy.
- c) If an employee who is recommended for promotion by the Selection Committee, but in whose case, any of the circumstances indicated in Para 11 (c) arises after the notification of the panel but before he/she is promoted, the employee shall not be promoted until the case is finalized.

15. Refusal of promotion

In the event of an employee refusing promotion for any reason, he/she shall be debarred for promotion for a period of two years from the date of refusal by such employee. Further, an employee who has been called for selection for promotion to the next higher grade/post, declines to attend or fails to attend for any reason, he/she shall be considered again only in the next Promotion cycle.

16. Applicability

The promotion policy will be applicable from 01.01.2024. Promotions up to 31.12.2023 will be dealt as per earlier existing policy.

(Circular No. 36/2023 dated 09.10.2023)

The above policy is applicable to Permanent Cadre and may be reviewed from time to time.

(Circular No. 640/2020 dated 16.10.2020 & Circular No. 03/21 dated 17.02.2021)

II. Eligibility criteria, Mode of filling and Selection criteria for filling up the posts at E9 (Executive Director) level

- (a). **Eligibility criteria and Mode of filling:** The posts of E9 level (EDs) may be filled up Department-wise by promotion, by first inviting the applications from the officers already absorbed in DFCCIL (internal candidates) and presently working in E8 (GM) level in IDA scale, having at least 04 years of combined service in SAG including (NFSAG) (CDA)/E8 (IDA) and having total of 25 years of Group A/ Managerial Service. Maximum age limit on the date of publishing of advertisement should be 58 years. In case, internal candidates are found not suitable/not available in DFCCIL, then applications will be invited from regular officers of respective Department of IR and Central PSUs having at least 04 years of combined service in SAG grade (including NFSAG) (CDA) / in E8 grade in IDA scale and having a total of 25 years of Group A service/managerial service.
- (b). **Selection criteria :** Selection from amongst applicant candidates will be done on basis of marks against following attributes as assessed during interview/interaction with the Committee consisting of three (03) Directors of BoD nominated by MD –

APAR (5 years)	Professional competence & managerial qualities/ Attributes (through presentation)	Personality, General awareness & communication skills (through interaction)	Total Marks	Qualifying Marks (Total)
50	25	25	100	75

*The qualifying marks shall be 75% in each component/attribute as well as in total.

(Circular No. 20/2021 dated 13.08.2021.)

Section-IV

Rules governing Seniority

1. The Seniority shall be maintained in every grade/level in each cadre separately. The seniority among the incumbents in a grade/level shall be governed by the date of induction in the grade in the manner prescribed below.
2. The relative seniority of employees appointed by permanent/immediate absorption in a particular grade/level shall be determined in accordance with the position on the panel. The person ranking higher in a panel will be senior to the person ranking lower in the panel.
3. The relative seniority of the employees absorbed through a particular Selection Committee (DPC) shall be as per the recommendations made by the Selection Committee. All the employees from one select list will rank senior to employees borne on the subsequent select list/panel. The currency of the panel will be for a period of 12 months, up to the period of assessment of vacancies for next cycle.
4. In N5 (Junior Executive Grade III), E0 (Executive) and E2 (Junior Manager) grades, where the posts are filled partially by direct recruitment, by competitive examination and by promotion/absorption, the criterion for determination of seniority shall be the date of regular promotion after due process in the case of promotee and the date of joining in the case of direct recruit. When the dates of entry into a grade of promoted employees and direct recruits are same, seniority will be assigned to promotees first, followed by competitive examination and Direct Recruits.
5. The relative seniority amongst the direct recruits shall be in the order of their merit in which they are selected for such appointment, subject to the condition that selected candidate joins within the stipulated time. Those who seek extension of time for joining shall lose seniority vis-à-vis who joins before them. When two or more candidates get the same merit figure, the relative seniority shall be based on date of birth, the older candidate assigned higher seniority.
6. The relative seniority of the employees promoted through a particular Selection Committee (DPC) shall be in order of seniority on the select list/panel. All the employees from one select list will rank senior to employees borne on the subsequent select list/panel.
7. For any post that is required to be filled from multiple cadres, integrated seniority will be drawn amongst the eligible candidates on the basis of respective seniority position in respective cadres. For this purpose, date of entry into the grade/level will be taken as base.
8. If an employee who is empanelled, refuses promotion for any reason, he/she shall be debarred for promotion for a period of two years from the date of refusal. In such cases, he/she will rank junior to all others who have been

promoted based on earlier panel(s). He will have to appear in the subsequent selection on completion of two years and his/her relative seniority will be in order of merit on the subsequent select list/ panel.

9. **Interpretation**

MD would be the competent authority to decide/clarify the provisions, issue necessary administrative instructions and procedural order, etc. for implementation of seniority rules. This policy may be reviewed periodically.

(Circular No. 641/2020 dated 16.10.2020)

Section-V

Transfer

1. Initial posting and Request Transfer of officials

Following guidelines are laid down for consideration of cases related to initial posting of newly inducted officers/staff and request transfer of officials:-

1. Place of posting of newly inducted officials will be decided considering administrative requirement, vacancies, option given by the officials and seniority of the officials in the select list, Senior officials will be given preference for place of posting over his/her juniors, in the list.
2. Request transfer will not be considered unless officials have completed minimum two years of residency period at the place of posting except for the administrative reasons and exceptional circumstances to be recorded in writing. Any request for transfer on medical/humanitarian ground will be considered with the approval of MD.
3. Administrative requirement will always be of paramount importance in deciding the posting.

(Circular No. 06/2016 dated 15.09.2016)

2. Mutual Transfer

Guidelines for Mutual transfer rules for Employees of DFCCIL

1. Mutual transfer rules shall be applicable to:-
 - i) All permanent employees of the DFCCIL.
 - ii) These rules shall not apply to Deputationists, Consultants, Advisor, Casual/Daily rated employees and those on Service Contract.
2. Mutual Transfer shall be allowed between two employees holding same grades and cadre (viz Civil, S&T/Elect, etc) only i.e. and Executive/Civil or a Jr. Executive/S&T can seek mutual transfer with another Executive/Civil or a Jr. Executive/S&T respectively.
3. Procedure to be followed for mutual transfers in DFCCIL:-

S.No.	Activity	Time
i.	Forwarding of application by CGM unit in Project Offices/ Controlling officer in Corporate office to Corporate office HR. The forwarded application should convey the approval of the CGM/Controlling officer for the mutual request.	20 days
ii.	Processing of file by Corporate HR for obtaining approval of Competent Authority as defined in SOP for transfers.	15 days

iii.	Issue of Transfer order to Concerned Units/Deptt concerned in CO by Corporate OR alter receipt of Approval from the competent authority.	05 days
iv.	Relieving/Sparing:- Once a transfer order is issued, employees should be relieved within 01 month of the date of issue of transfer order by Corporate HR. This would be responsibility of C.O./Head of Department concerned under whom the staff is working.	One month
v.	Dispatch of LPC/No dues by the relieving unit/office:- HR nominated Official at the Unit will ensure that LPC/No dues are sent along with Relieving orders to the new Unit/ Office etc.	One month

4. General Rules:

- (a) Application for mutual transfer between employees working in different sub areas of a unit shall be dealt by the concerned CPM of that unit as per SOP on transfers.
- (b) There will be no effect on the seniority of the employees who undergo mutual transfer, since centralized seniority is maintained at DFCCIL.
- (c) No transfer benefits shall be admissible on mutual transfer.
- (d) As the mutual transfers are ordered with the consent of both the employees, it should be made clear right at the time of forwarding the applications that no request for back tracking from mutual exchange arrangement will be entertained under any circumstances.

In case, any official backtracks from the mutual request, he shall be debarred for three years from requesting for any type of transfer.

- (e) Once a mutual transfer request has been approved and implemented, the official cannot request for another mutual transfer, till the time he is working in the same Unit for which his mutual transfer was accepted in the first place.
- (f) It may be ensured that forwarding of application in enclosed format is done only by CGMs in Units and Controlling official in Corporate office. No application should be sent directly to Corporate HR without proper forwarding and recommendation of the CGM / Controlling officer.
- (g) All applications for mutual transfer should be forwarded in the enclosed format (**Annexure I**) to Corporate Office by 20th of every month along with D&AR/ Vigilance Clearance of the officials.

(CircularNo-22/2017 dated 28.11.2017)

Annexure I

(A) Application for Mutual Transfer (To be filled by the Employee):-

1. Name:
2. Designation:
3. E.Code:
4. Grade & Scale of Pay:
5. DOB:
6. Date of Joining in DFCCIL:
7. Present Place of Posting & Date of Joining
at present place of posting:
8. Educational/Professional Qualification:
9. Transfer sought to:
10. Awards Received, if any:
11. **Particulars of employee with whom mutual transfer is sought:-**

Employee to
paste a
recent
passport size
photograph

- i Name:
- ii Designation:
- iii E.Code:
- iv Grade & Scale of Pay:
- v DOB:
- vi Date of Joining in DFCCIL:
- vii Present Place of Posting & Date of Joining
at present place of posting:
- viii Educational/Professional Qualification:
- ix Transfer sought to:
- x Awards Received, if any:

I have read the guidelines for mutual transfer circulated vide Circular No. 22/2017 dated 28.11.2017 and will abide by them. I will not seek transfer back to my present place of posting or to any other place in future in case of acceptance of this request, neither will I claim for transfer benefits. The above particulars are correct to the best of my knowledge and if any discrepancy is detected at a later stage, I shall be held responsible for the same and will be liable to be taken up under D&AR Rules of DFCCIL.

Place :
Date :

(Signature)

(B) To be filled by the Forwarding Office:-

The above particulars have been checked and found to be correct.

There is no D&AR/Vigilance case pending, against Shri/Smt.....

.....Designation.....on date.

His application is forwarded to Corporate HR for consideration.

Any other Remarks/Recommendations.

Dealing official of the Unit

CGM (Controlling Officer in CO)

2. Rotational transfer of officers posted against sensitive posts

The nature of duties identified as sensitive as per DFCCIL's letter dated 08.12.2017 is accordance with DFCCIL's vigilance manual.

(i) Engineering, Civil, Electrical, S&T, IT and Admin Deptt:-

- All posts above the level of Sr. Executives engaged in Procurements, Tendering and Contract execution.
- All posts at the level of DGM and above engaged in tender finalization.

(ii) Finance/Accounts:-

- All posts of Finance above the level of Sr. Executives who are engaged in vetting of proposals, agreements, contractor payments etc.
- All posts of Accounts related to contractor payments, disbursement of compensation to PAPs.

A. HR:-

- All posts of HR at DGM and above level engaged in Promotion, transfer and posting activities.
- All posts of HR at DGM and above level engaged in HR policy formulation.

B. Vigilance:-

- All posts in vigilance.

C. In addition to above, in OP&BD department, Business development section has also been categorized as sensitive and once operation starts, inclusion of posts in Operations section shall be reviewed.

D. Secretarial staff have a tenure of five years with a particular officer and in case of continuance beyond five years, they are also being taken under the purview of rotational transfer, following Railway Board instructions.

Officials posted against these posts should be rotated as per the existing guidelines every four years to avoid developing vested interest.

(Letter no. DFC/Vig/0511/2023, Vigilance Policy 07.05.2023.)

Section-VI

Hours of Work and Period of Rest (HOER)

In terms of sub clause 34, Para 2, Chapter I of Indian Railways Act 1989, DFCCIL employees are covered under definition of Railway Servant.

In view of the above, the provisions of Railway Servants (Hours of Work and Period of Rest) Rules, 2005 are applicable to DFCCIL employees.

Accordingly, Railway Servants (Hours of Work and Period of Rest) Rules, 2005 are to be implemented in DFCCIL and are enclosed as Annexure.

(Circular No. 18/2022 dated 17.05.2022)

Annexure

MINISTRY OF RAILWAYS **(Railway Board)** **New Delhi, the 28th February, 2005**

RBE No: 131/2005, No. E(LL)2001/HER/9, New Delhi Dated: 09-08-2005

G.S.R.75, 28th February, 2005:- In exercise of the powers conferred by section 136 of the Railways Act, 1989 (24 of 1989), the Central Government hereby makes the following rules, namely:-

PART-1

1. **Short title, commencement and application**

- (1) These rules may be called the Railway Servants (Hours of Work and Period of Rest) Rules, 2005.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- (3) They shall apply only to those railway servants to whom Chapter XIV of the Act applies.

2. **Definitions:-**

In these rules, unless the context otherwise requires, -

- (a) 'Act' means the Railways Act, 1989 (24 of 1989).
- (b) 'full-night' means the period between 10.00 p.m. and 6.00 a.m.;
- (c) 'long-on' means a period of duty over eight hours in the case of 'intensive' workers, over ten hours in the case of 'continuous' workers and over twelve hours in the case of 'essentially intermittent' workers;
- (d) 'Ordinary rate of pay' includes-
 - i. pay as defined in rule 1303 (F.R. 9) of the Indian Railway Establishment Code Volume-11 (1990 Edition) and includes element of running allowance to the extent of 30 per cent of basic pay in the case of running staff as defined in Rule 1507 of the aforesaid Code,
 - ii. Dearness Allowance, Additional Dearness Allowance and Dearness Pay, if any, and
 - iii. Compensatory (City) Allowance;
- (e) "Railway servants employed in confidential capacity" includes-
 - i. Stenographers working either in a separate confidential cell or attached to the officers in Administrative offices,
 - ii. Cypher operators,

- iii. Confidential Assistants and Personal Assistants, and
- iv. Any other railway servant who may be so specified by the Head of the Railway Administration to have been employed in confidential capacity;
- (f) 'Regional Labour Commissioner' means an officer appointed as such by the Government of India in the Ministry of Labour, by notification in the Official Gazette.
- (g) 'Roadside station' means a station other than-
 - i. an important junction station,
 - ii. a station with marshalling yard,
 - iii. an important terminal station,
 - iv. a station from which trains are ordered as a regular measure, and
 - v. a station where a separate goods office under a supervisory Goods Clerk, in the grade of Chief Goods Clerk or of higher rank sanctioned on the basis of workload in that Goods Office has been provided : -
Provided that the Head of the Railway Administration or the authority to whom he may delegate this power, may draw up a list of road-side stations keeping in view the above definition.
- (h) 'Roster' means a document which shows the hours that a railway servant expected to be on duty every day, the daily as well as weekly rest and break between spells of duty in a day besides other necessary particulars;
- (i) 'Running staff' means the staff who are defined to be so in Rule 1507 of the Indian Railway Establishment Code, Volume-II (1990 Edition);
- (j) "Section" means a section of the Act;
- (k) 'Short off' means a period of rest which is-
 - (i) In the case of intensive workers:
 - A. less than 12 hours in a roster of six hours duty, and
 - B. less than 14 hours in a mixed roster of 6 and 8 hours duty,
 - (ii) In the case of continuous worker—less than 10 hours,
 - (iii) In the case of essentially intermittent workers - less than 8 hours,
- (l) 'Split duty' means duty in two or more spells with intervening breaks each of half or more hour necessitated by exigencies of work and when the employee is free to leave his place of duty. Intervals for rest and meals shall not breaks for the purpose of split duty;
- (m) 'Sustained attention' as used in clause (b), section 130 implies mental effort.

Explanation: A Points man waiting for the arrival of a train after setting points is required to give sustained attention. Similarly, a Station Master or an Assistant

Station Master is generally required to pay sustained attention from time he gives line clear to the Station in rear till the time the train arrives and again from the time the line clear is asked for to the time the Block Section ahead is cleared. Wherever circumstances justify a different treatment, the period involving sustained attention maybe decided by the Controlling Authority. In case of any doubt, the decision of the Head of the Department shall be final.

- (n) All other words and expressions used but not defined in these rules shall the meanings respectively assigned to them in the Indian Railway Establishment Code or the Act.

PART- II

Classification of Employment and Hours of Work

3. Prescribed authority to classify the employment of railway servant-

- (1) The power to declare the employment of railway servants as 'intensive' or essentially intermittent' within the meaning of section 130 shall vest in the Head of the Railway Administration:
 - a) Provided that the Head of the Railway Administration may, in his discretion, delegate the power vested in him under this sub-rule to the Chief Personnel Officer:
 - b) Provided further that during the period of emergency such as flood, accident, the power vested in the competent authority can be exercised by an officer not below the rank of senior scale.
- (2) A copy of every declaration made by the prescribed authority under sub-rule (1) shall, as soon as may be, sent to the Regional Labour Commissioner concerned and, in case the declaration is made by an officer other than the Head of the Railway Administration, to the Head of the Railway Administration or the Chief Personnel Officer, as the case may be.

4. Appeals against classification:-

- (1) Any railway servant aggrieved by the declaration of classification made under rule 3 may, within ninety days from the date of such declaration, prefer an appeal to the Regional Labour Commissioner, who, after scrutiny of relevant documents or if considered necessary, after a fresh job analysis, may order for a change in the classification.
- (2) Any railway servant or Railway Administration aggrieved by a decision of the Regional Labour Commissioner may, before the expiry of ninety days from the date on which the decision of the Regional Labour Commissioner is communicated to him, prefer an appeal to the Secretary to the Government of India in the Ministry of Labour who will dispose it off after hearing the parties concerned.

5. Supervisory staff:-

- (1) The Ministry of Labour shall, by order in writing, specify the railway servants or classes of Railway servants who shall be treated as supervisory staff under sub clause (iv) of clause (c) of section 130 on the ground that the Railway servant holds a position of responsibility, is employed on duties mainly of a supervisory character and is, from the nature of his work and position, comparatively free to adjust his hours of duty or work during such hours.

Provided that the railway servants who on the date of publication of these rules are treated as supervisory staff under these rules shall continue to be treated as such until the orders specifying the railway servants or classes of railway servants as supervisory staff is issued under this sub-rule.

- (2) A copy of every such order issued under sub-rule (1) shall be furnished to the Chief Labour Commissioner (Central), New Delhi.

6. Excluded staff:-

The following categories of staff of the Health and Medical Department shall be treated as 'excluded' under sub-clause (v) of clause (c) of Section 130, namely:-

- (a) Matrons;
- (b) Sisters-in-charge;
- (c) Midwives who are not posted on regular shift duty in Railway Hospitals
- (d) Health Educators and District Extension Educators (Male and Female)
- (e) Family Planning Field Workers (Male and Female);
- (f) Lady Health Visitors;
- (g) Auxiliary Nurses-cum-Midwives;
- (h) Projectionists.

In addition to the above, the Ministry of Railways may, by order in writing, specify any other category of railway staff in any of the Departments of the Indian Railways who shall be treated as 'Excluded' on the consideration that such staff are available on call.

7. Criteria for determining classification of railway servants:-

- (1) Continuous: All employments of Railway servants except those exclude: from the purview of the Hours of Employment Regulations are assumed to be 'Continuous', thereafter, on the basis of factual job analysis, the employment may be classified either as 'intensive' or 'essentially intermittent', as the case may be
- (2) Intensive: The two important factors in declaring an employment as

`Intensive' under clause (d) of section 130 of the Act are :—

- (i) Strenuous nature of the work tending to cause mental or physical strain; and
- (ii) Continuous application to such work with little or no periods of relaxation

Explanation I:- The term 'continued concentration' in clause (d) of the Section 130 is intended to convey that the attention demanded of the Railway servant concern& for a particular nature of job should be exclusive not to allow any other thought or idea to enter the mind and must be of such nature as to cause strain (physical or mental or both) upon the Railway servant concerned as a result of continuous application to such work over certain period without reasonable periods of respite. Thus, having regard to the entire period of duty and nature of work, the prescribed authority shall before declaring any employment as 'Intensive', satisfy itself that the above factors are present in the job concerned. In other words, the prescribed authority shall consider whether the job is of such a character that it demands continued concentration without any reasonable periods of relaxation.

Explanation II:- Factor (ii) should be considered to have been satisfied where the periods of rest, inaction or relaxation do not aggregate 6 hours or more in a cycle of 24 hours or one hour or more in a shift of 8 hours.

(3)Essentially Intermittent: The work of an employee is to be regarded as essentially intermittent' if his daily duty hours which should be assumed to be twelve hours per day include-

- (a) One period of inaction of not less than one hour, or two such periods of no-less than half an hour each, and
- (b) Various periods of inaction including the period of inaction specified in clause (a) aggregating 50 per cent or more, during which he is not generally called upon to display either physical activities or sustained attention.

Note: In assessing the work-load of the 'essentially intermittent' classification in accordance with sub-section (b) of Section 130, periods of inaction of less than 5 minutes shall be ignored.

8. Fixation of hours of work:-

The hours of work of a Railway servant as per roster (hereinafter referred to as the rostered hours of work) may be continuous or may have short interval for rest, or breaks due to exigencies of service or deployment.

- (1) Subject to the limit specified in section 132 and having regard to the requirement of the service and the nature of work, the Railway Administration shall fix the normal rostered hours of work for the various categories of railway servants in the manner indicated in these rules.

- (2) The rostered hours of work of Railway servants shall consist of-
 - (i) Standard hours of duty;
 - (ii) Additional hours as may be prescribed in the case of certain categories classified as essentially intermittent; and
 - (iii) Time required to do preparatory or complementary work or both for those who are required to do such work.
- (3) The standard hours of duty for different classes of employment of Railway servants shall be as under: -
 - (a) Intensive. . . 42 hours a week;
 - (b) Continuous. . . 48 hours a week; and
 - (c) Essentially Intermittent. . . 48 hours a week;
- (4) (a) Railway servants having essentially intermittent class of employment shall be called upon to work as per rule 8(2)(ii) additional hours as indicated below:-
 - (i) Gatemen 'C' Caretakers of Rest Houses and Reservoirs, etc., Chowkidars and Saloon Attendants -24 additional hours per week
 - (ii) Railway servants posted to work in Essentially Intermittent employment at road-side stations and provided with residential quarters with 0.5 Kms. From their place of duty -24 additional hours per week
 - (iii) Rest of the employees posted to work in Essentially Intermittent class of employment -12 additional hours per week.
- (b) Such additional hours of work shall be reflected in the duty rosters of the Railway servants concerned.
- (5) The time required by various categories of staff to do preparatory or complementary work or both, which includes the work of handling over and taking over charge, must necessarily be carried out outside the limits laid down for general working of an establishment, branch or shift and shall be determined by means of job analysis of such work in respect of representative posts in respective categories.
- (6) The time determined under sub-rule (5) shall be added to the standard hours of duty of the staff in all the various classifications subject to maximum limit prescribed below:-
 - (a) When employment is intensive. . . 3 hours a week;
 - (b) When employment is continuous. . . 6 hours a week;
 - (c) When employment is essentially intermittent. . .
 - (i) Gatemen 'C' Caretakers of Rest Houses and Reservoirs, Chowkidars, Saloon Attendants and those posted at road-side stations and provided with residential quarters within 500 meters from their place of duty - 3 hours a week:

- (ii) Railway servants other than those mentioned in sub-clause (a)
- 4-1/2 hours a week
- (7) The time required for preparatory or complementary work by the running staff shall be deemed to be 4 hours a week.

Notes:

- (i) Where the time assessed for doing preparatory or complementary work is under 15 minutes per day, the same shall not be treated as duty shall not be exhibited in the roster.
- (ii) In the case of employment of continuous' nature, the time assessed for doing' preparatory or complementary work, between 15 minutes and less than 45 minutes per day should be treated as half an hour's work such time between 45 minutes and one hour per day should be treated as one hour's work.
- (iii) In the case of intensive and essentially intermittent categories of employment, such time assessed between 15 minutes and 30 minutes per day shall be treated as half an hour's work.
- (iv) The time assessed for the work mentioned in Note (iii) shall be reflected in the duty rosters of the concerned railway servants.
- (v) Total hours for preparatory or complementary work or both shall fixed to ensure that the overall duty hours do not exceed the prescribed for respective classification in Section 132.
- (8) Where Railway servants are required to perform split duty, such duty shall subject to the following conditions, namely:-
 - (a) The spells of duty shall not exceed three and the number of breaks shall be limited to two; -24 additional hours per week
 - (b) In the case of an employment of 'continuous' nature, the railway servant whose place of residence is beyond 1.6 kilometers from the place of duty seven hours of split duty shall be treated as equivalent to eight hours of normal duty.
- (9) While preparing rosters, 'long on' or 'short offs' shall, accordingly, be avoided
- (10) Where, in accordance with the provisions of sub-section (4) of Section - 132 or sub- section (3) of Section 133 and in the circumstances mentioned therein, a - Railway servant is called upon by an order of temporary exemption made under Rule 9 below by the competent authority to render duty beyond the hours of work fixed in accordance with the foregoing sub-rules or beyond the hours prescribes in sub sections (1), (2) and (3) of the Section 132, it shall be the duty of the Railway concerned to render such extra hours of duty.

9. Power to make temporary exemption

- (1) Subject to the provisions of sub-section (4) of Section 132 and of sub-section (3) of Section 133, Head of a Railway Administration may by order in writing make temporary exemption of any Railway servant or class of Railway servants from the provisions of sub sections (1), (2) and (3) of Section 132 and subsections (1) and (2) of Section 133.
- (2) The Head of Railway Administration may by order in writing delegate his powers under sub rule (1) to any officer subordinate to him and whom he may deem it to exercise the powers.
- (3) A copy of every order of delegation made under sub-rule (2) shall be sent to the Regional Labour Commissioner concerned.

10. Principle of averaging and payment of overtime allowance

- (1) Where a Railway servant is required to render extra hours of duty beyond the rostered hours fixed in accordance with rule 8 or beyond the limits specified for different classes of Railway servant under section 132, he shall be paid overtime for such extra hours of work, subject to the principle of averaging as specified in sub-rule (2).
- (2) Averaging shall be done by averaging of the hours of work over the averaging periods as specified in Section 132 which has been adopted to provide a reasonable measure of elasticity as essential in railway working for certain classes of Railway servants and it shall apply to-
 - (i) Running staff;
 - (ii) Operating staff;
 - (iii) Shift workers; and
 - (iv) Those other Railway servants whose work is connected with the work of any of the categories of Railway servants mentioned in clauses (i), (ii) and (iii).
- (3) Subject to the provisions contained in sub-section (4) of Section 132, payment of overtime for excess hours of work shall be made as under :-
 - (i) for the excess hours of work rendered by a Railway servant between the limits of prescribed rostered hours of work and the hours prescribed in Section 132, during the relevant averaging period, payment shall be made at 1 1/2 times the ordinary rate of pay; and
 - (ii) for the excess hours of work rendered beyond the limits prescribed in Section 132, payment shall be made at two times the ordinary rate of pay.
- (4) The hourly rate of overtime shall be worked out on the basis of rostered hours over the relevant averaging period as under :-
 - (i) Hourly rate of Pay (for staff governed by Averaging Principle)

Period of averaging ÷ No. of rostered hours of work in the averaging period X 1/30 of monthly ordinary rate of pay.

(ii) Hourly rate of pay (for those not governed by Averaging Principle)

1 ÷ No. of daily rostered hours of work X 1/30 of monthly those ordinary rates of pay

11. Register of extra hours of work:- The particulars of all extra hours of work done by a Railway servant beyond the prescribed rostered hours of duty shall be recorded in a register to be maintained in Form 'A' appended to these rules by the officer authorized in this behalf by the Head of the Railway Administration.

12. Periodical Rest:-

- (1) Railway servant whose employment is Intensive or Continuous shall be granted, every week commencing on a Sunday, rest of not less than thirty consecutive hours and those whose employment is Essentially Intermittent, shall be granted rest of not less than twenty-four consecutive hours including a full night.
- (2) No Railway servant classified as Intensive, Continuous or Essentially Intermittent shall be called on duty unless one has had a rest of not less than 12, 10, 8 consecutive hours, respectively after completion of the previous tour of duty. Such rest shall be given as far as possible through the employment of rest givers and the rest givers so provided shall be separate for Continuous and Essentially Intermittent categories.
- (3) Locomotive or traffic running staff shall be granted, each month, a rest of at least five periods of not less than twenty-two consecutive hours each, or a rest of at least four periods of not less than thirty consecutive hours each including a full - The hours of work for this purpose shall be calculated from "signing on" to 'signing off'".
- (4) The locomotive and traffic running staff shall not normally be away from headquarters for more than three or four days at a stretch and the periodic rest for such staff shall be given at headquarters. Rest at headquarters shall always include a night in bed, and as far as possible be once in every ten days.
- (5) Staff on duty in running trains, other than locomotive and traffic running staff such as Travelling Pay Clerks and Catering Staff attached to Restaurant Car shall be given periodic rest on the scale and in the manner laid down for the locomotive and traffic running staff. Some portion of the periodic rest may, however, be given away from their headquarters having regard to their length of trips.
- (6) The working hours and periodic rest of marine staff, other than those who are governed by the Factories Act shall be regulated in the same manner as running staff.

- (7) In accordance with clause (ii) of sub-section (2) of Section 133 of the Act, the Head of the Railway Administration may, with the prior approval of the Ministry of Railways, specify the categories of Railway servants to whom the periods of rest on scales less than those laid down under sub-section (1) of the said section prescribed.

13. Compensatory periods of rest:-

No Railway servant in respect of whom an exemption has been made under rule shall be required to work for more than fourteen days without a period of rest and shall be provided with compensatory rest within this period.

PART-III

AUTHORITIES TO ENSURE PROPER IMPLEMENTATION OF THE PROVISIONS OF CHAPTER XIV OF THE ACT AND THESE RULES

14. **Appointment of Supervisors-** The supervisors of Railway labour shall be appointed by the Ministry of Labour. The manner of their appointment and the educational qualifications, etc., prescribed for the purpose will be as laid down by the Ministry of Labour from time to time.

15. Display of rules and notices-

Every Railway Administration shall display in. a conspicuous place

- (a) Where the Railway servants work, notices specifying the classification of employment of Railway servants; the duration of their hours of employment, their period of rest and rosters; and
- (b) In each station or other establishment, a copy of Chapter XIV of the Act and these rules in English, Hindi and in local language.

16. Annual Return

Every Railway Administration shall send each financial year a return in Form "B" appended to these rules, so as to reach the Regional Labour Commissioner not later than the 15th day of May following the end of the financial year to which it relates.

PART-IV

RESIDUARY POWER

17. Power to make modification in special cases.

- (1) Notwithstanding anything provided in these Rules, where, in the interest of efficient working of the Railways, there are certain conditions of special nature necessitating an immediate modification

of any conditions laid down under these web rules to suit local conditions, such modifications which are not inconsistent with any provisions of Chapter XIV of the Act, may be effected with the prior approval of the Ministry of Railways.

- (2) A copy each of such modification shall be sent to the Regional Labour Commissioner concerned.
- (3) If any Railway servant is adversely affected by any such modification made under sub-rule (1), he may prefer an appeal before the expiry of 90 days from the date of effecting such modification to the Ministry of Railways whose decision thereon shall be final.

PART-V

REPEAL AND SAVING

18. **The Railway Servants (Hours of Employment) Rules, 1961** and any orders issued there under in so far as they are inconsistent with these rules, are hereby repealed, provided that:-

- (1) Such repeal shall not affect the previous operation of the said rules or any orders made or anything done or any action taken there under;
- (2) 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 or orders in force before the commencement of these rules.
- (3) An appeal pending at the commencement of these rules against an order made before such commencement shall be considered and orders thereon shall be made in accordance with these rules as if such orders were and the appeals were preferred under these rules.
- (4) As from the commencement of these rules any appeal or application for review against any orders made before such commencement, shall be preferred or made under these rules as if such orders were made under these rules.

FORM 'A'**(See Rule 11)**

**REGISTER OF EXTRA HOURS OF WORK –REGISTER PRESCRIBED
UNDER RULE 11 OF RAILWAY SERVANTS (HOURS OF WORK AND
PERIOD OF REST) RULES, 2004.**

Station:

Division:

S. No.	Month and date overtime worked	Name and Father's Name	Designation	Classification Intensive Continuous Essentially Intermittent	Rate of Pay	Rostered hours		Actual Hours	Extra Hours worked
						From	To	From	To
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Reason for working extra hours	Compulsory rest granted Date From To	Number of hours for which over time payable	Reasons for granting temporary exemption under section 132 (4) and 133	Signature of subordinate incharge granting exemption under rules	Amount of overtime paid and date of payment	Remarks
(10)	(11)	(12)	(13)	(14)	(15)	(16)

FORM 'B'
(See Rule 16)
ANNUAL RETURN FOR THE YEAR ENDING 31st MARCH

S. No.	Name of Railway	Total No. of Railway Servants Employed	Intensive		Continuous			
			No.	Percent	No.	Percent	Other than running staff	
							No.	Present
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

THE GAZETTE OF INDIA MARCH 5, 2005/PHALGUNA 14, 1926 [Part II Sec 3 (I)]

Essentially Intermittent		Supervisory		Excluded employed in confidential capacity		Others		
No.	Percent	No.	Percent	No.	Percent	No.	Percent	Remarks
(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
<div style="display: flex; justify-content: space-between;"> <div> Place: Date: To: </div> <div style="text-align: right;"> Signature of Head/ Incharge of Railway Administration (SEAL) </div> </div> <div style="text-align: center; margin-top: 20px;"> The Regional Labour Commissioner (Central) </div>								

Section-VII

Leave Rules

01. Short Title and Commencement:-

- (a) These Rules may be called DFCCIL Leave Rules' 2008 and as amended in 2021.
- (b) These Rules came into force from 26.12.2008 and Leave on Average Pay (LAP) and Leave on Half Average Pay (LHAP) already earned by the regular employees of the Company prior to commencement of these Rules were credited to their Leave Account.

02. Extent of Application:-

- (a) These Rules shall apply to all regular employees in the permanent strength of the Company and such other category of employees brought under these Rules by special order.
- (b) These Rules shall NOT apply to the employees working on Deputation terms from Indian Railways and other Government Departments/ Organizations. These Rules shall also NOT apply to the employees appointed on Contract terms, those on casual employment and those engaged as Consultants.
- (c) In the matter of leave, the employees appointed on Contract terms or as Consultants, etc. shall be governed by the mutually agreed terms and conditions of their appointment.

03. General Conditions and procedures for Grant of Leave:-

- (a) **Right to Leave:** - Leave cannot be claimed as a matter of right. The competent authority shall not alter the kind of leave due and applied for except at the written request of the employee. Leave of any kind may be refused or revoked by the authority competent to grant Leave to ensure that no dislocation in the normal working of the establishment is caused.
- (b) **Combination of different kinds of Leave:** - Except as provided otherwise under these rules, any kind of leave under these rules may be granted in combination with or in continuation of any other kind of leave. Casual Leave (CL) shall not be combined with any other kind of leave admissible under these rules.
- (c) **Combination of Holidays with Leave:** - Holiday or a series of holidays (including Restricted Holidays) falling before commencement of the leave or after expiry of the leave may be prefixed and/or suffixed with leave.
- (d) **Employment during Leave:** - The employee on leave shall not take

any service or accept any employment without the previous sanction of the competent authority in the Company.

- (e) **Application, Grant for Leave and Leave Account:** - All kinds of leave are to be applied through ESS portal of DFCCIL/SAP data. The leave shall be sanctioned by the authority in accordance with the powers delegated in the Schedule of Powers (SOP)-Schedule-III (Estt. Matters) of the Company. Leave account will be maintained in the ESS portal/SAP data. Leave shall not be granted to an employee whom the competent authority has decided to dismiss, remove, or compulsorily retire from service. Leave for three days or less shall be made at least twenty-four hours prior to the start of the requested leave and if the leave is required for more than three days, the leave request shall be made seven days prior to the start of the requested leave.
- (f) **Extension of Leave:** - An employee who desires to extend his leave shall apply through ESS portal/SAP data to the sanctioning authority giving reasons for extension well in time so as to reach the sanctioning authority before the expiry of leave already granted. Except in the case of an emergency, the employee shall not avail the leave for the extended period before it is sanctioned by the leave sanctioning authority.
- (g) **Absence after expiry of Leave:** - Willful absence after expiry of leave/extended leave or unauthorized absence from duty shall render an employee liable to disciplinary action. An employee who remains absent from duty after expiry of leave unless it is extended shall not be entitled for leave salary for the period of such absence and such period shall be debited as leave without pay i.e. against the EOL. However, if the employee proves to the satisfaction of the leave sanctioning authority that his absence was on account of sickness or other valid reasons, that authority may at his discretion regularize his absence into any leave due with or without pay. (Circular 12/2017 dated 19.07.2017 for ESS portal)
- (h) **Recall from Leave:** - In case the Company finds it necessary to recall an employee to duty before the expiry of sanctioned leave, it shall be obligatory for the employee to comply with the orders and mandatorily report for duty and DFCCIL employee shall be entitled to:-
 - (a) If the leave from which he is recalled is in India, to be treated as on duty from the date on which he starts from the station to which he is ordered, and to draw:-
 - i. Travelling allowance under rules made in this behalf for the journey; and
 - ii. Leave salary until he joins his post, at the same rate at which he would have drawn it but for recall to duty.
 - (b) If the leave from which he is recalled is out of India, to count the

time spent on the voyage to India as duty for purposes of calculating leave, and to receive -

- i. Leave salary, during the voyage to India and for the period from the date of landing in India to the date of joining the post at the same rate at which he would have drawn it but for recall to duty;
- ii. A free passage to India;
- iii. Refund of his passage from India if he has not completed half the period of his leave by the date of leaving for India on recall, or three months, whichever is shorter;
- iv. Travelling allowance under rules made in this behalf for the journey.

(c) The period of leave not availed shall be restored to his / her account.
(Para 516 IREC Vol.II)

- (i) **Grant of Leave on Medical Grounds:** - Grant of leave or extension of leave, on medical grounds, must be accompanied by a Medical Certificate from any "Authorized Medical Attended" nominated by the Company or by any medical practitioner duly qualified in the Allopathic, Homeopathic or Ayurvedic systems of medicines and registered in the appropriate schedule of the State and acceptable to the Company. An employee who has been sanctioned leave or an extension of leave on medical grounds shall not resume duty unless he produces a "Fitness Certificate" from the aforesaid medical authority or any other higher Medical Authority/ Medical Board as may be required by the leave sanctioning authority.
- (j) **Procedure in case of Deputationist:**- The Procedure for making application for leave and grant of leave for a Deputationist shall be same as followed for regular employees of the Company. In terms of Rule No.-2016 and 2023-(6.6)-(c)-(iii) & (6.7) of Indian Railway Establishment Code (Volume-II), all Railway Employees on deputation to DFCCIL shall be regulated by the Leave Rules of their Parent Organization. Employees from other Govt. Deptt. on deputation to DFCCIL shall also be governed by the Leave Rules of their Parent Organization. The details of the Leave availed by deputationist shall be periodically sent by HR/Corporate Office to the Pay and Accounts Office of their parent organization for making necessary debit in their Leave Account. DFCCIL shall pay Leave salary contribution (except for the period of leave availed while on deputation with DFCCIL) in favour of such deputationist, along with Foreign Service Contribution (FSC) towards the cost of their Pension. The Leave Salary and Foreign Service Contributions shall be determined as prescribed in Rule No.-2007 and 2008 read with Appendix-I of the Indian Railway Establishment Code (Volume-II) and the required amount of cheque

along with its details shall be periodically sent by Finance/ Corporate Office to the Pay and Account Office of their parent office, under intimation to the deputationist.

Kind and Amount of Leave admissible:-

04. Leave on Average Pay (LAP):-

- (a) The employee shall be entitled to 30(thirty) days Leave on Average Pay (LAP) in a calendar year. The Leave Account of every employee shall be credited with LAP in advance, in two installments of 15 days each on the first day of January and July of every calendar year. *(BoD 65th meeting 13.08.2018)*
- (b) During the half yearly period in which appointment was made, LAP shall be credited to the leave account @2^{1/2} days for each completed calendar month of service which he is likely to render in that half year. Similarly, during the calendar half year in which an employee is due to retire or resign from service or is removed or dismissed from service or dies while in service, credit of LAP to his leave account shall be afforded @ 2^{1/2} days per completed calendar month. In both the cases the period of 15 days or more shall be taken as one month and less than 15 days shall be ignored.
- (c) The maximum accumulation of total LAP at credit shall not exceed 300 days at any given point of time out of which the ceiling under the encashable Leave Account shall be 150 days. The maximum amount of LAP that can be granted at a time to an employee shall be 150 days.
- (d) The leave at the credit of an employee at the close of the previous half year shall be carried forward to the next half year subject to the leave so carried forward plus the credit for the half year do not exceed the maximum limit of 300 (three hundred) days.
- (e) During employment only, the employee would be allowed to encash 50% of LAP to his/her credit as on the date on which he/she applies for encashment once in a calendar year provided that he/she is left with at least 30 days LAP to his/her credit after such encashment as on the date of the application. *(BoD 65th meeting 13.08.2018)*

The period of leave shall not be deducted from the maximum quantum of leave encashable (300 days) at the time of retirement. *(BoD 65th meeting 13.08.2018)*

- (f) An employee who proceeds on Leave on Average Pay (LAP) shall be entitled to leave salary equivalent to that he/she was drawing immediately before proceeding on LAP.
- (g) If an employee has been sanctioned leave beyond 180 days will be allowed HRA/Lease provided a certificate is submitted that the employee continued for the period for which house rent allowance is

claimed, to retain the house of the same station whether within the qualifying limits or in an adjoining areas from where he proceeded on leave and paid rent for it and did not sublet whole of it. Based on the above instructions, certificate from DFCCIL employee could be as under:

The DFCCIL Employee Ms./Mrs./Shri _____ continued for the period for which house rent allowance/ Leave is claimed, to retain the house at the same station (whether within its qualifying limits or in adjoining area) from where the employee proceeded on paid rent for it and did not sub-let whole of it;

Note: The words "adjoining area" used in the above certificate refer to an area from which a DFCCIL employee normally attends to his/her duty.

(Ministry of Finance letter dated 27.11.1965 and Para 1707(iii) (ii) of IREC Vol. II)

05. **Leave on Half Average pay (LHAP):-**

- (a) The employees shall be entitled to Leave on Half Average Pay (LHAP) of 20 days in respect of each completed year of service. The account of LHAP of every employee shall be credited with LHAP in advance, in two installments of 10 days each on the 1st day of January and 1st day of July of every calendar year. LHAP can be accumulated to any extent in the leave account of an employee.
- (b) The LHAP shall be credited to the leave account @5/3 days for each completed calendar month of service which the employee is likely to render in the half-year of the calendar year in which he/she is appointed. Similarly, the credit for half year in which the employee is due to retire or resign from service shall be allowed @ 5/3 days per completed month upto the date of retirement or resignation. However, when an employee is removed or dismissed or dies while in service, credit of LHAP shall be allowed @5/3 per completed month upto the end of calendar month proceeding the calendar month in which the employee is removed or dismissed from service or dies while in service. In all these cases (fraction of a day shall be rounded off to the nearest day).
- (c) The amount of LHAP that can be availed of in one spell irrespective of its being combined with any other kind of leave or not shall be limited to 24 months.
- (d) An employee who proceeds on LHAP shall be entitled to leave salary equal to half of that he/ she was drawing immediately before proceeding on such leave.

06. **Commuted Leave:-**

Commuted leave not exceeding half the amount of LHAP due may be granted, on Medical Certificate, to the employees with the following conditions:-

- (a) The authority competent to grant leave is satisfied that there is reasonable prospect of the employee returning to duty on its expiry;
- (b) When commuted leave is granted, twice the amount of such leave shall be debited against the LHAP due;
- (c) There is no limit to the number of days of commuted leave to be availed of during the entire service;
- (d) Where an employee who has been granted commuted leave and resigns from service or at his request is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as LHAP and the difference between the leave salary in respect of commuted leave and LHAP shall be recovered. However, no such recovery shall be made if the retirement is compulsorily thrust upon him by reason of ill health incapacitating the employee for further service or in the event of his death;
- (e) Commuted leave may be granted at the request of the employee even when LAP is due to him.

07. Leave Not Due:-

- (1) Leave Not Due may be granted to a DFCCIL employee in permanent employment subject to the following conditions:-
 - i) Leave Not Due shall be limited to the leave on half average pay he is likely to earn thereafter;
 - ii) Leave Not Due during the entire service shall be limited to a maximum of 360 days, on medical certificate;
 - iii) Leave Not Due shall be debited against the half pay leave he is likely to earn subsequently.
 - iv) Where a DFCCIL employee who has been granted Leave Not Due resigns from service or at his/her request permitted to retire voluntarily without returning to duty the Leave Not Due shall be cancelled, his/her resignation or retirement taking effect from the date on which such leave had commenced and the leave salary shall be recovered.
 - v) Where a DFCCIL employee who having availed of Leave Not Due returns to duty but resigns or retires from service before he/ she has earned such leave shall be liable to refund the leave salary to the extent the leave has not been earned subsequently.
- (2) Provided that no leave salary shall be recovered under clause (iv) or clause (v) if the retirement is compulsorily thrust upon him/her by reason of ill health incapacitating the employee for further service or if he/she is retired compulsorily on disciplinary grounds or due to pre-matured retirement. **(Para 528 of IREC Vol.II)**

08. **Extraordinary Leave (EOL) i.e. Leave without Pay: -**

- (a) Extraordinary leave (EOL) i.e. leave without pay may be granted to an employee in special circumstances, when no other leave is admissible to him.
- (b) EOL shall not be granted to an employee on probation and to those re-employed with the company.
- (c) Two spells of EOL, if intervened by any other kind of leave, shall be treated as one continuous spell of EOL.
- (d) Where an employee fails to resume duty on the expiry of the EOL sanctioned to him/her, admissible under these rules, he/she shall be deemed to have resigned from the service, unless the competent authority of the Company in view of the exceptional circumstances of the case otherwise determines.
- (e) An employee who proceeds on Extraordinary Leave (EOL) shall not be entitled to any leave salary.

09. **Leave Preparatory to Retirement (LPR):-**

- (a) An employee not desirous of encashment of Leave on Average Pay (LAP) at his credit at the time of retirement on superannuation may be permitted by a competent authority to take leave preparatory to retirement to the extent of LAP due, not exceeding 180 days together with LHAP due, subject to the condition that such leave extends only upto and includes the day preceding the date of retirement.
- (b) The leave granted as leave preparatory to retirement shall not include EOL.

10. **Maternity Leave: -**

- (a) Maternity leave will be granted to a female employee for a maximum period of 26 weeks of which not more than 8 weeks shall precede the date of her expected delivery subject to maximum of 2 surviving children etc. **{Para 3(A)(I) of the Maternity Benefit (Amendment) Act 2017}.**

The term "week" means a cycle of seven days including Sundays.

B. Shah V. Presiding Officer, A.I.R. 1978 S. C. 12 **{Note under Para 5(3) of the Maternity Benefit Act 1961}**

- (b) Maternity leave to those female employees who are already having two, or, more than two surviving Children shall be for a maximum period of 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery. **{Para 3(A)(ii) of the Maternity Benefit (Amendment) Act 2017}**
- (c) Any other kind of leave (including commuted leave for a period of not exceeding 60 days and leave not due) that can be granted in continuation with maternity leave shall be for two years. The period of

Extra Ordinary Leave without Medical Certificate, if any, shall not be treated as qualifying service for the purpose of pension, annual increments, etc.

- (d) No woman shall be entitled to maternity benefit unless she has actually worked in an establishment of the employer from whom she claims maternity benefit for a period of not less than one hundred and sixty days in the twelve months immediately preceding the date of her expected delivery. **{Para 5(2) of the Maternity Benefit Act 1961}**

- (e) Maternity leave may be granted for a maximum period of six weeks immediately following the day of her miscarriage. **{Para 9 of the Maternity Benefit Act 1961}**

This also includes abortion induced under the Medical Termination of Pregnancy Act, 1971.

- (f) Maternity leave may be combined with any other kind of leave.
- (g) The maternity leave shall not be debited against the leave account.
- (h) Maternity leave will be granted on the production of a certificate recommending its grant and period by an Authorized Medical Practitioner.
- (i) During maternity leave, the employee shall be paid leave salary equal to the pay drawn immediately before proceeding on leave **{Para 551(2) IREC Vol.I}**.
- (j) A woman who legally adopts a child below the age of 3 months or a commissioning mother shall be entitled to maternity benefit for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother as the case may be. **{Para 3(B)(4) of the Maternity Benefit (Amendment) Act 2017}**
- (k) In case where nature of work assigned to a woman is of such nature that she may work from home, the employer i.e. DFCCIL may allow her to do so, after availing of the maternity benefit for such period and on such conditions as the employer i.e. DFCCIL and the woman may mutually agree. **{Para 3(B)(5) of the Maternity Benefit (Amendment) Act 2017}**

11. Paternity Leave:-

- (a) A male employee with less than two surviving children may be granted Paternity Leave for a period of 15 days during the confinement of his wife i.e. up to 15 days before or up to 06 months from the date of delivery of child and if such leave is not availed of within this period, it shall be treated as lapsed.
- (b) It shall not be debited against the leave account and may be combined with any other kind of leave.
- (c) This leave may not normally be refused to the employee.
- (d) It shall be sanctioned only in a single spell.

- (e) During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.

12. Special Disability Leave:-

- (a) Special disability leave may be granted to an employee, who is disabled by injury accidentally incurred in, or in consequence of due performance of his official duties or in consequences of his official position, or by illness incurred in the performance of any particular duty which has the effect of increasing his liability to illness or injury beyond the ordinary risk attaching to the post which he holds.
- (b) Such leave shall not be granted unless the disability manifested itself within 03 months of the occurrence to which it is attributed, and the person disabled acted with due promptitude in bringing it to notice.
- (c) The period of leave shall be such as certified to be necessary by the proper medical authority/ authorized medical attendant of the company, however, the maximum period of such leave shall not exceed 24 months in consequence of any one disability.
- (d) Special disability leave may be combined with any other kind of leave. Such leave shall not be debited against the leave account.
- (e) Leave salary during such leave for the first 120 days shall be allowed equal to the leave salary while on LAP; and for the remaining period of any such leave, leave salary shall be equal to that admissible during LHAP.
- (f) In the case of a person to whom the Workman's Compensation Act, 1923 applies, the amount of leave salary payable under this rule shall be reduced by the amount of compensation payable under the said Act.
- (g) Procedure adopted for processing the cases of employees injured by accident arising out of and in the course of employment is placed at Annexure-IV.

13. Leave Encashment:-

- (a) **In case of death while in service:-** In case an employee dies while in service, the cash equivalent of the leave salary that the deceased employee would have got had he gone on LAP that would have been due and admissible to him but for the death, on the date immediately following the date of death, and in any case not exceeding leave salary (including DA) for 300 days, shall be paid to his family.
- (b) **In case of retirement on attaining the age of superannuation:-** All employees retiring on superannuation shall be paid cash equivalent of leave salary in respect of LAP at their credit at the time of retirement. The payment of cash equivalent of leave salary shall be limited to a maximum of 300 days of LAP and shall be paid in one lump sum as one time settlement. Cash payment shall be equal to leave salary as

admissible for LAP and DA admissible on that leave salary @ in force on the date of retirement. No CCA and/or HRA shall be payable. The above rule shall not apply to the cases where an employee is dismissed, removed from service or compulsorily retired as a measure of punishment under DFCCIL (Discipline & Appeal Rules). The cash payment for unutilized LAP shall be made in the manner indicated below:

Cash Payment =	Pay admissible on the date of retirement + DA admissible on that date.	Multiplied by the Number of unutilized LAP at credit on the date of retirement, subject to a maximum of 300 days.
	30	

- (c) In case of Premature/ Voluntary retirements/Termination from Service:-** The employee who retires by giving notice to the Company or the employee is retired or his services are terminated by the Company by giving him the notice or pay and allowances in lieu of such notice in accordance with the terms and conditions of his service, may be allowed encashment in respect of LAP at his credit, subject to a maximum of 300 days. The amount shall be determined as at (b) above and shall be paid in one lump sum as a onetime settlement. No HRA or CCA shall be payable.
- (d) In cases of retirement while under Suspension or D&AR case Pending:-** In case of an employee retiring from service on attaining the age of retirement while under suspension or while disciplinary or criminal proceedings are pending against him at the time of retirement, the competent authority may withhold whole or part of cash equivalent of LAP payable to him, if in the view of such an authority there is possibility of some money recoverable from him on conclusion of proceedings against him. On conclusion of the proceedings, he will be eligible to the amount withheld after adjustment of Company's dues, if any.
- (e) In cases of resignation or quitting of service:-** In the cases of resignation or quitting of service, the employee may be granted cash equivalent in respect of LAP at his credit on the date of cessation of service to the extent of **HALF** of such LAP at his credit, subject to a maximum of **150 days**.
- (f) Encashment of Leave on Half Average Pay (LHAP):-** The half pay leave shall be considered for encashment of leave along with LAP, subject to overall limit of 300 days. The cash equivalent payable for half pay leave shall be equal to leave salary as admissible for half pay leave plus Dearness allowance admissible on the leave salary without any reduction being made on account of pension equivalent of other retirement benefits payable. To make up the shortfall in LAP, no commutation of half pay leave shall be permissible. The cash equivalent

for half pay leave component shall be calculated in the manner indicated below: -

Cash Payment in lieu of Half Pay Leave Component =	Half Pay Leave salary admissible on the date of retirement + DA admissible on that date.	Multiplied by the Number of days of half pay leave at credit subject to the total of LAP and LHAP at credit not exceeding 300 days.
	30	

14. Casual Leave and Restricted Holidays: -

- Casual Leave may be granted to an employee subject to exigencies of the work. A total of 08 CL is admissible to the employees in a calendar year. Half a day's CL can also be granted, if requested by the employee.
- CL shall not be combined with any other kind of leave; however, it can be prefixed and suffixed with holidays.
- An employee on CL shall be treated as on duty for the purpose of drawal of salary.
- CL shall be sanctioned by the concerned controlling officer of the employees through ESS portal/ SAP data.
- In addition to the CL, the employees shall be entitled to avail 02 Restricted Holidays to be chosen from a list of RH notified by the Central/ State Govt. where the office of DFCCIL is located.

Note:

- Field Unit staff may be granted casual leave for half-a-day or for the full day on Saturday, depending upon the periods of working i.e. if there are two periods of working on Saturdays and the absence is during either of the two periods, casual leave may be granted for half-a-day; and
- If there is only one period of working on a Saturday, the leave should be for a full day.

15. Transfer of leave from previous organization and vice-versa:-

- Wherever an employee, joins the services of DFCCIL after leaving the services of any Public Sector Enterprise, the Company will accept the transfer and amount of Leave on Average Pay (LAP) subject to a maximum of 300 days and Leave on Half Average Pay (LHAP) already earned by him under his previous employer provided applications having been routed through proper channel and the management of both the concerns have concurred in.
- Wherever an employee leaves the services of DFCCIL and joins the services of any Public Sector Enterprise, the amount of Leave on

Average Pay (LAP) subject to a maximum of 300 days and Leave on Half Average Pay (LHAP) already earned by the employee, will be transferred to the new employer subject to the condition that the applications having been routed through proper channel and the new employer agrees to accept such amount. Such transfer should take place with the consent of DFCCIL and the other employer.

- (c) The transferor organization should liquidate its liability by making lump-sum payment to the borrowing organization in respect of leave salary for Leave on Average Pay (LAP) and Leave on Half Average Pay (LHAP). {BoD 43rd meeting 20.01.2014}

16. Special Casual Leave

- (a) Special Casual Leave will be admissible to employees of DFCCIL to cover their absence from duty. It may also be granted to those engaged on contract basis.
- (b) It is not a recognized leave or is subject to any rule under leave Rules applicable to DFCCIL employees.
- (c) Full Pay will be admissible during the period when the employee is on Special Casual Leave.
- (d) Special Casual Leave can be combined with regular leave or casual leave, but not with both.
- (e) Special Casual Leave will be granted to DFCCIL employees to cover their absence from duty on the following occasions –

1) Absence due to bandh/curfew and other disturbances

Special Casual Leave may be granted subject to the Competent Authority being satisfied that the absence is due to the reasons beyond their control in following cases-

- i. In case of failure of transport facilities.
- ii. In case of picketing or disturbances or curfew.
- iii. Disorganization of train services either on account of train accidents or floods.
- iv. In case of employees who proceed on leave but are unable to return to place of duty owing to dislocation of train services or floods.

In both these cases (item iii & iv), special casual leave will be permissible when no other mode of transport could have been availed of to reach place of duty.

2) Sporting and Cultural events.

- i. For participation in sporting and cultural events organized by DFCCIL
- ii. For participation in State/National/International sporting events (including Training Camps) conducted by Government/recognized Federations/Associations.

- iii. Participation in cultural events of national importance.
- iv. Participation in Mountaineering/ trekking expeditions recognized by Indian Mountaineering Federation or Youth Hostel Association of India.

For participation in these events, maximum of 30 days in a calendar year will be admissible.

3) Miscellaneous purposes.

- i. Voluntary blood donation organized at DFCCIL office/ Railways DFCCIL volunteering to donate blood at camps organized at DFCCIL office may be granted one day Special Casual Leave if blood is donated on a working day.
- ii. For appearing as Defense Counsel in Departmental enquiries.

4) Regularization of absence during COVID-19 Epidemic Lockdown.

Instructions contained in DFCCIL circular No. 12/2021 dated 01.06.2021 and 16/2021 dated 23.06.2021, will apply. Maximum Special Casual Leave a DFCCIL employee can avail is 30 days.

5) Sanctioning Authority.

Concerned GGM/GM in Corporate Office and CGM/GM(Coordination) in field units will be sanctioning authority for Special Casual Leave for employees' up to the level of E5 (up to DGM/PM level). For employees at E6 and above level (JGM/Dy.CPM and above), Director concerned will be the sanctioning authority.

{Office Order No. 383/2020 dated 24.06.2020}

17. Maximum amount of continuous leave

Unless MD, in view of the exceptional circumstances of the case otherwise determines, no DFCCIL employee shall be granted leave of any kind for a continuous period exceeding 5 years. (Para510 of IREC Vol.I). This includes all types of leave including Extra-ordinary leave/ Maternity Leave, etc.

Provided further that this rule shall not apply to a case where leave is applied on medical certificate, in connection with disability.

Note: Here and hereafter "disability" means "specified disability", "benchmark disability" and "disability having high support needs" as referred to in the Rights of Persons with Disabilities Act, 2016 (49 of 2016).

18. Amendments and Interpretations:-

- (a) Where any doubt arises to the interpretation of these Rules, it shall be referred to the HR/Corporate Office for a decision by the Competent Authority, which shall be final.
- (b) The Managing Director DFCCIL may amend, Delete or Add or Revise any of the provisions of these rules as required from time to time.

Annexure-I

Dedicated Freight Corridor Corporation of India Limited. Application for Leave.

01. Name of applicant : _____
02. Employee Code : _____
03. Post held : _____
04. Place of posting (Deptt /Project) : _____
05. Kind of Leave applied for : _____
06. Period : _____ Days. From _____ to _____
07. Purpose : _____
- 08 Sat./Sun./Holidays to be : _____refixed, _____suffixed.
09. Whether intends to avail LTC.
(If so, mention the block year &
Num. of days to be encashed, if any): _____
10. Address while on Leave : _____
11. Leave Balance : _____

Signature of the applicant.

Recommendation of controlling officer.

Orders of the Leave sanctioning authority. If the concerned CPM/GGM/GM is the leave sanctioning authority for the leave applied for, the same may be sanctioned, subject to verification by HR of the leave due and admissible. In other cases, the leave application, if recommended, may be forwarded to HR/Corp. Office for further processing.

Signature,
Date &
Designation.

Annexure-II**LEAVE ACCOUNT**

Name of Employee: _____, Designation: _____,

Employee Code: _____, Date of Joining DFCCIL: _____,

Date of Birth: _____, Date of Retirement: _____,

Whether Deputationist or Regular employee: _____.

Opening Balance	Half Year	Leave availed on			Leave on Average Pay(LAP)			Leave on Half Average Pay (HLAP)				Other Leave		Verification		Remarks
		From	To	Total	Cr.	Dr.	Balance	Cr.	Dr.	Double debit, if Commuted	Balance	Kind of Leave	Nos. of days availed	By the custodian of Leave A/C	HR Officer	

CASUAL LEAVE/RH RECORD- 20...

Place of Posting:_____.

[illegible]

01. A total of 08 CL and 02 RH shall be admissible in a calendar year, as per the terms and conditions contained in DFCCIL Leave Rules.
02. This card shall be maintained by the Holder and CL/RH will be sanctioned only in it.
03. In case of loss of this card, it will be presumed that the holder has availed of all the CL/RH due to him/her. No duplicate card will be issued.

Annexure-IV

The following procedure will be adopted for processing the cases of employees injured by accident arising out of and in the course of employment: -

1. The Supervisor/Incharge should immediately render first aid and provide medical treatment to the injured employee.
2. The Supervisor/Incharge should give message to all concerned (CGM/GM/Co-ord, AGM/Dy. CPM/PM/Dy. PM of concerned Department, Unit HR, and Finance) within 48 hours and a copy of the same should invariably be forwarded to GM/HR/CO for information. An email in this regard may also be sent to all concerned, immediately.
3. The Supervisor/Incharge should take two eyewitnesses and their statement.
4. The Supervisor/Incharge should prepare accident report including small diagram.
5. The Supervisor/Incharge should get medical report of injured employee.
6. The Supervisor/Incharge should also take the statement of injured employee if possible.
7. The Supervisor/Incharge should make findings of injury comprising all facts viz. timing of duty, cause of accident, time of accident, medical recommendation, Safety precautions, etc. He should forward the report with all documents to unit HR for further course of action.
8. Controlling Officer of the concerned Department may ensure all the above Reports to submit to Unit HR for processing within a week time.
9. Unit HR should prepare the details of the leave taken during the last 12 months and process the case for approval of concerned CGM/GM/Co-ord for forwarding the case to Corporate Office for sanctioning of Special Disability Leave in another 10 days.
10. The period of leave is required to be certified as necessary by proper Medical Authority/Authorized medical attendant.
11. The detailed incident report along with all necessary documents i.e. Medical certificate by AMA/Hospital, Copy of FIR, recommendation of concerned CGM/GM should reach to Corporate Office/HR Department within 3 weeks of the incident.

(letter No. HQ-HR0CMER(MISC)/22/2023 dated: 13.03.2023)

Chapter-VI

IDA Pay Scale Structure & Pay Fixation

1. Implementation of IDA Pay Scales and Allowances:

A) The following shall be the Pay scales for Board level and Below Board level Executives governed by IDA pay scales w.e.f. 01.01.2017:

Grade	Post*	IDA Pay Scale (Rs.)
(Sch. 'A')	CMD/MD	200000-370000
(Sch. 'A')	Director	180000-340000
E9	Executive Director	150000-300000
E8	GGM/GM	120000-280000
E7	AGM	100000-260000
E6	JGM	90000-240000
E5	DGM	80000-220000
E4	Manager	70000-200000
E3	Asst. Manager	60000-180000
E2	Junior Manager	50000-160000
E1	Sr. Executive	40000-140000
E0	Executive	30000-120000

(Circular No. 41/2018 dated 14.08.2018)

B) IDA Pay Scale Structure for below Executive (E0) level is as under: -

S. No.	Categories	Grade	IDA Pay Scale (Rs.)
1	Jr. Executive-Grade I	N7	29000-91000
2	Jr. Executive-Grade II	N6	28000-80000
3	Jr. Executive-Grade III	N5	25000-68000
4	Multi-Tasking Staff (MTS)- Grade I	N4	22000-63000
5	Multi-Tasking Staff (MTS)- Grade II	N3	21000-60000
6	Multi-Tasking Staff (MTS)- Grade III	N2	18000-52000
7	Multi-Tasking Staff (MTS)- Grade IV	N1	16000-45000

(Circular No. 58/2018 dated 30.11.2018)

2. Allowances payable to IDA employees as per basket:

Fitment Benefit:

2.1 A uniform fitment benefit @ 15% on existing basic pay (IDA) drawn by the employee as on 31.12.2016 + DA @ 119.5% as applicable on 01.01.2017 would be provided to all Board level officers and below

Board level employees as on 01.01.2017. The aggregate amount would be rounded off upto next Rs. 10/- and pay fixed in the revised scale.

2.2 Methodology for pay fixation: To arrive at the revised Basic Pay as on 01.01.2017 fitment methodology shall be as under:

A		B		C	D (Revised BP as on 01.01.2017)	
Basic Pay + Stagnation increment (s) as on 31.12.2016 (personal pay/special pay not to be included)	+	Industrial Dearness Allowance (IDA) @ 119.5% as applicable on 01.01.2017 (under the IDA pattern computation methodology linked to All India Cumulative Price Index (AICPI) 2001=100 series)	+	15% of (A+B)	+	Aggregate amount rounded off to the next Rs. 10/-

2.3 In case revised basic pay as on 01.01.2017 arrived so is less than the minimum of the revised pay scale, pay will be fixed at the minimum of the revised pay scale.

2.4 In case of employees, who have been granted increment as on 01.01.2017 in pre-revised scale, they will be eligible for increment on 01.01.2017 in revised pay scale.

2.5 In the case of employees who have taken absorption in DFCCIL on or after 01.01.2016 after availing 7th CPC scales of pay, the following procedure will be adopted for fixation of pay in revised pay as per 3rd PRC:

- (i) Employees who have taken absorption between 01.01.2016 and 31.12.2016 and availed 7th CPC scales of pay, their basic pay in IDA as on 31.12.2016 will be taken and applicable IDA on the date (119.5%) will be added to the basic pay for fixing the pay in the revised scale as per 3rd PRC w.e.f. 01.01.2017.
 - (ii) The pay of the employees absorbed w.e.f. 01.01.2017 onwards will be re-fixed in reference to their Cadre pay of 7th CPC.
 - (iii) In respect of employees in Vigilance Department who have opted for IDA pay scale, their cases will also be dealt as per (i) and (ii) above.
3. **Increment:** A uniform rate of 3% of Basic Pay will be applicable for both annual increment as well as Promotion Increment and rounded off to the next multiple of Rs. 10/-.
 4. **Stagnation Increment:** In case of reaching the end point of pay scale, an Executive (all employees of DFCCIL) will be allowed to draw stagnation increment, one after every two years upto a maximum of three such increments and rounded off to the next multiple of Rs. 10/-, provided executives gets a performance rating of "Good" or above.

5. **Dearness Allowance:** 100% DA neutralization will be adopted for all the employees who are on IDA pattern of scales of pay w.e.f. 01.01.2017. The periodicity of adjustment will be once in three months as per the existing practice for these categories.
6. **House Rent Allowance (HRA):** The House Rent Allowance payable to the employees of the Company will be at the following rates from the date of issue of Presidential Directive i.e. 05.07.2018:

Classification of Cities	Rate of HRA
X – class (Population of 50 lakh and above)	27% of Basic Pay
Y – class (Population of 5 lakh to 50 lakh)	18% of Basic Pay
Z – class (Population below 5 lakh)	9% of Basic Pay
Note: The rates of HRA shall be revised to 30%, 20% and 10% when IDA crosses 50%.	

7. **Superannuation Benefits :** The existing provisions regarding superannuation benefits have been retained as per which CPSEs can contribute upto 30% of Basic Pay plus DA towards Provident Fund (PF), Gratuity, Post-superannuation Medical Benefits (PRMS) and Pension of their employees.
8. **Gratuity:** The ceiling of gratuity is raised from Rs. 10 lakhs to Rs. 20 lakhs with effect from 01.01.2017 and the funding for the entire amount of Gratuity would be met from within the ceiling of 30% of Basic Pay plus DA. Besides, the ceiling of gratuity shall increase by 25% whenever IDA rises by 50%.
9. **Club Membership:** Board level executives will be allowed Corporate Club Membership (upto maximum of two clubs), co-terminus with their tenure.
(Circular No. 41/2018 dated 14.08.2018)

10. **General:**

All the employees who were on the rolls of the company in IDA pay scale as on 01.01.2017 but subsequently ceased to be in service on account of superannuation, resignation, termination of employment, death, repatriation etc. would be eligible for the benefits of the revised scales and allowances of pay upto the period they were in employment with the Company.

11. **Guidelines for Pay Fixation:**

For the employees working on deputation and permanently absorbed in DFCCIL, pay will be fixed in terms of the Office Memorandum issued by DPE on the subject "Finalization of Terms & Conditions including Pay Fixation in respect of Board level executives of CPSEs, revised procedure thereof" as applicable at below Board level executives, issued from time to time.

Latest order has been issued by DPE vide O.M No. W-02/0035/2019-DPE (WC)-GL XIX/19 dated 17th Sept. 2019.

Annexure-I

Items to remain outside the purview of 35% Basket:

S. No.	Items
1.	Dearness Allowance
2.	House Rent Allowance / Lease Accommodation
3.	Monthly CTA in lieu of DA
4.	Official communication (Telephone/Broad band charges within the permissible limits)
5.	Expenditure on residential office to the entitled categories.
6.	Mobile/Landline
7.	Telephone attendant wages (TADK) to the entitled categories.
8.	Company Car to entitled categories.
9.	Expenses on Indoor Medical treatment and Special diseases as per Medical Policy.
10.	Brief case
11.	Birthday Gift / Diwali Gift.
12.	Performance Related Pay (PRP)
13.	Leave Travel Concession.
14.	Leave Encashment
15.	Uniform Allowance
16.	Hard & Soft Furnishing
17.	Entertainment Allowance

Chapter-VII

PERK & ALLOWANCES TO BOARD LEVEL & BELOW BOARD LEVEL EXECUTIVES

Section-I

Perks & Allowances

A. Allowances paid with Salary:

1. Basket of allowances (Cafeteria approach – IDA employees)

Allowance are payable to IDA Employees as per “basket of Allowances” along with salary. The Employees can select from Components of the Basket to the extent of Upper Ceiling limit of 35%. Selection by the employee is allowed once a year (Change in the components).

S. No.	Allowances	Percentage (%)
1	Transport Allowance	4
2	Fitness Allowance	6
3	Professional Updation cum Education Allowance	15
4	Recreation Allowance	6
5	Special Personal Allowance	4
6	House upkeep allowance	4
7	Outdoor Medical, Health and Wellness Allowance*	14
8	Newspaper/Magazine & Knowledge/Information (including digital media) Upgradation Allowance	8

*Earlier referred as Medical Allowance

(Circular No. 17/2024 dated 02.05.2024).

- The regular employees of DFCCIL in IDA scale will be eligible to choose allowances from the above basket to the extent of 35%.
- Any employee who avails the facility of transport from the office, the ceiling for the basket will be reduced by 4%.
- Allowances will be paid along with the Salary every month. Bills / Certification will be submitted through ESS portal at the end of the financial year (Similar to Certification for Uniform Reimbursement/TADK Reimbursement). Any employee leaving the organization will have to submit the Bills/Certification as a part of No Dues Certificate, non-submission of Bills/Certification will make the employee liable for Recovery of Reimbursement already paid.

(Circular No. 23/2019 dated 09.09.2019 & JPO dated 15.10.2019, Circular No. 17/2024 dated 02.05.2024)

- d) A declaration in the prescribed format for opting set of allowances/ perks, as per Annexure-I shall be submitted to Finance/Pay Roll in the beginning of each financial year i.e. by 20th of April. The declaration once submitted by the employee to Finance Department, will not be changed till end of the financial year and the employee will continue to draw the same set of allowances/perks during the currency of the financial year.

2. Transport Allowance (part of basket in IDA):

- (i) In case of deputationists (CDA scale) the revised rates of Transport Allowance notified by Govt. of India (Ministry of Finance) will be payable at the following rates –

Level	Employees posted in the city as per annexure of Ministry of Finance (O.M No.21/5/2017-E.II(B) dt.7-7-2017	Employees posted in all other places
9 and above	Rs. 7200 + DA thereon	Rs. 3600 + DA thereon
3 to 8	Rs. 3600 + DA thereon	Rs. 1800 + DA thereon
1 and 2	Rs. 1350 + DA thereon	Rs. 900 + DA thereon

The other conditions for grant of Transport Allowance will be as per Ministry of Finance, Government of India letter No. 21/5/2017-E-II (B) dated 07.07.2017. (Circular No. 23/2019 dated 09.09.2019 & JPO dated 15.10.2019).

- (ii) **Double/Additional Transport Allowance shall be kept out of 35% ceiling of cafeteria for Divyangnan/PwD.**

Additional (Double) Transport Allowance @ 4% of Basic Pay, beyond the 35% ceiling of Cafeteria shall be paid for PwD employees, to facilitate their accessibility to &fro the office, in line with DPE's O.M.No. W-02/0015/2021-DPE(WC) dated 21.02.2022).

(Circular No. 35/2023 dated 06.10.2023)

3. Medical Allowance (Outdoor Treatment – Part of basket in IDA):

- (i) Officials on deputation to DFCCIL shall be allowed outdoor Medical, Health and Wellness Allowance (earlier referred to as medical allowance) @ 14% of basic pay if he/she has opted for DFCCIL Medical facility by surrendering the medical facility of Railway/Parent Organization during deputation tenure.
- (ii) The allowance will be paid along with the Salary every month and will be admissible on reimbursement basis i.e. on submission of bills/certification on monthly basis.
- (iii) Bills /Certification will be submitted through portal at the end of the financial year. Any employee leaving the organization will have to

submit the Bills/Certification will make the employees liable for recovery of reimbursement already Paid.

4. **Newspaper/Magazine & Knowledge/Information (including digital media) upgradation allowance (part of basket in IDA):**

Officials on deputation will be entitled to Newspaper/Magazine & Knowledge/ Information (including digital media) upgradation allowance @ 8% of basic pay. A certificate to the effect that expenditure has been incurred on these items shall be provided by the officer concerned on half yearly basis to concerned finance for continued reimbursement.

(Circular No. 17/2024 dated 02.05.2024)

5. **Birthday Gift:** Employees are eligible for birthday gift every year. The amount of gift will be limited to Rs. 1000/- per person.

6. **Reimbursement of Mobile call charges/Telephone charges/Broadband charges:**

For the employees of Corporate Office & Field units, a combined amount, as indicated below, towards expenses on landline/mobile/ broadband usage shall be paid through salary:

Board Level Executives	
CMD/MD	No Limit
Director	
Below Board Level Executives	
Category	Corporate Office and Field Units (Rs.)
ED (E9)	5000
GGM/GM (E8)	5000
AGM (E7)	2500
JGM (E6)	2500
DGM (E5)	1500
Manager (E4)	1500
AM (E3)	1500
Jr. Manager (E2)	1200
Sr. Executive (E1)	1000
Executive (E0)	1000
Below Executives	
Skilled Staff (Jr. Executives) N5-N7	800
MTS (N1-N4)	500

The charges being incurred by the company towards USB modem for mobile broadband provided to the officers, if any, shall also be included to keep the clubbed amount within the existing ceiling.

(Circular No. 30/2021 dated 22.12.2021 & 07.07.2022)

7. Travelling and Daily allowance for travel on duty

The travelling and daily allowance on duty shall be admissible to the employees posted in Field Units and in the Corporate Office as under:

Levels	Travelling Allowance (Field & CO)	Daily Allowance		
		Field Units	Corporate Office	
		Actual movement basis beyond 8 Km. from HQ (per day)	Beyond 60 Km. from HQ (per day)	Within 60 Km. of HQ (CTA)
MD	Actual expenditure as per the entitled mode of travel for journey away from HQ.	-	4000	-
Director		-	3500	-
E9 (ED)		-	2100	-
E8 (GGM)		1900	1900	3000/month
E8 (GM)		1900	1900	3000/month
E7 (AGM)		1700	1700	2500/month
E6 (JGM)		1500	1500	2500/month
E5 (DGM)		1500	1500	2000/month
E4 (Manager)		1300	1300	2000/month
E3 (AM)		1300	1300	1500/month
E2 (JM)		1300	1300	1500/month
E1(Sr. Exec.)		1100	1100	1500/month
E0 (Exec.)		1100	1100	-
N5-N7 (Jr. Exec)		700	700	-
N1-N4 (MTS)		700	700	-

(Circular No. 15/2024 dated 23.04.2024, Circular No. 23/2019 dated 09.09.2019 & JPO dated 15.10.2019 and Circular No.681/2020 dated 06.11.2020)

- Consolidated Travelling Allowance (CTA) for employees in Corporate Office shall be granted on monthly basis in lieu of Daily Allowance for travel within 60 K.M from HQ and will be charged with salary.

3. Since TA/DA on the basis of actual movement is admissible for field unit employees, CTA is not admissible for employees of the field units.
4. Full daily allowance shall be granted for each completed day of absence from HQ reckoned from midnight to midnight i.e. for each calendar day.
5. For the day of departure from or return to HQ or when the journey commences or ends on the same calendar day, the following proportion of daily allowance shall be admissible: -
 - (i) if the absence from HQ does not exceed 6 hours..... 30%
 - (ii) if the absence exceeds 6 hours but does not exceed 12 hours ...70%
 - (iii) if the absence exceeds 12 hours..... full daily allowance.
 - (iv) if the period of absence from the HQ falls on two calendar days, it shall be reckoned as two days, even when the absence does not exceed 24 hours, and the daily allowance for each day shall be granted separately in terms of the above.
 - (v) Each spell of absence from HQ shall constitute a complete journey and daily allowance allowed separately in respect of it. The total daily allowance allowed for journey performed on any calendar day shall, however, be subject to a maximum of the full daily allowance admissible for each completed day of absence from midnight to midnight.
 - (vi) Daily allowance is also admissible for holiday during tour but not when an employee avails leave during tour.
 - (vii) Daily allowance admissible at a place outside HQ while on tour where board or lodging are not provided shall be - First 180 days - full daily allowance and beyond the period of 180 days, the case will be put up to concerned Director for decision.
 - (viii) If an employee is provided boarding free of cost, he/she will draw 25% of admissible daily allowance.
 - (ix) Payment of lodging/accommodation charges and Daily Allowance to fresh recruits during training-
 1. If the newly recruited candidate is deputed directly for Institutional Training after joining, then the HQ of the trainee will be Corporate Office.
 2. He/She will be eligible for lodging/accommodation charges and Daily Allowance during the training period as under, subject to the condition that training is organized /conducted beyond 8 kms from the Corporate Office -
 - 2.1 Daily Allowance - Where boarding is provided by the Training Institute free of cost and same is borne by DFCCIL, then only 25% of DA shall be payable, otherwise 100% DA shall be paid.

2.2 Lodging Charges- If lodging (accommodation) is not provided by the Institute, then the employees will be eligible for reimbursement of lodging/accommodation charges as per his/her entitlement. In such cases, the claim shall be supported by a certificate from the training coordinator regarding non-availability of accommodation by the Training Institute.

3. The new recruits under training whose Headquarter is Corporate Office shall not be entitled to CTA.

i. CTA will not be admissible for the calendar month(s) wholly covered by leave.

ii. CTA will not be admissible for attending training for the whole month.

(Circular No. 23/2019 dated 09.09.2019 & JPO dated 15.10.2019, Circular No.681/2020 dated 06.11.2020, Circular No. 41/2022 dated 23.12.2022)

8. Caretaker for office work at Residence:

The officers, who have not been provided official TADK, are entitled for reimbursement for the expenditure incurred towards caretaker for office work at residence as per entitlements:

Level	Amount per month in Rs.
CMD/MD	32,900/-
Director	32,900/-
Executive Director (E9)	28,800/-
GGM(E8)	28,800/-
GM (E8)	24,700/-
AGM(E7)	24,700/-
JGM (E6)	12,000/-
DGM (E5)	12,000/-

a) This will be paid on submission of annual certificate, as reimbursement. In case of Corporate Office, certificate should be submitted by employees to Finance payroll by 5th of the month. For field staff, they should submit certificates by 5th of every month to the associate finance of the field unit who will release the payment.

b) For Board level officers as well as officers on deputation, they have the option to bring their existing caretaker to DFCCIL on deputation if permitted by their parent department. In such an event, such caretakers may be allowed to join DFCCIL on deputation on standard terms and conditions of deputation on co-terminus basis with the tenure of the officer with whom the caretaker will be engaged. On

expiry of the tenure/superannuation of the Board Level officer, such caretakers will be repatriated to the parent department.

(Circular No. 59/2018 dated 05.12.2018 & Circular No. 23/2023 dated 27.06.2023)

9. Lodging Charges (Hotel)

- a) As far as possible all employees, while on official tour, should try to make use of lodging arrangements in Guest House/Rest Houses owned and managed by Railways/Central Government Public Sector Enterprises and other Government sectors. In case where such accommodation is not available or special exigencies of work so demand, hotel /private lodge accommodation may be utilized within the prescribed ceiling.
- b) The lodging charges are admissible only when night stay is involved and the employee is on approved tour programme.
- c) If an employee spends whole day at a place of duty other than his/her HQ and if there is no Rest House facility of DFCC available at that place of duty, the officer shall be entitled to reimbursement of actual hotel charges against receipt or double DA. An officer may exercise this option as per his/her requirement.
- d) If the newly recruited candidate is send directly for Institutional Training after joining, then the HQ of the trainee will be Corporate Office. He/She will be eligible for lodging/accommodation charges, if lodging (accommodation) is not provided by the Institute, then the employees will be eligible for reimbursement of lodging (accommodation) charges as per his/her entitlement. In such cases, the claim shall be supported by a certificate from training coordinator regarding non-availability of accommodation by the Training Institute subject to the condition that the training is organized/conducted beyond 08 Kms from the Corporate Office. (Circular No. 41/2022 dated 23.12.2022).
- e) Actual lodging charges will be reimbursed on production of receipt, subject to following upper ceiling for lodging charges: -

Level	Ceiling for Lodging Charges In Rs.		
	X	Y	Z
MD	Ashoka Hotel Suite	90% of the rate of Ashoka Hotel Suite	80% of the rate of Ashoka Hotel Suite
Director			
E9 (ED)	12000	11000	8500
E8 (GGM)	12000	11000	8500
E8 (GM)	12000	11000	8500
E7 (AGM)	10000	8500	6000
E6 (JGM)	8000	7000	5000
E5 (DGM)	8000	7000	5000
E4 (Manager)	5000	4500	3000

E3 (AM)	5000	4500	3000
E2 (JM)	5000	4500	3000
E1(Sr. Exe)	3000	2000	1500
E0(Exec.)	3000	2000	1500
N5-N7 (Jr. Exec)	3000	2000	1500
N1-N4 (MTS)	2000	1500	1000

(Circular No. 15/2024 dated 23.04.2024, Circular No. 23/2019 dated 09.09.2019 & JPO dated 15.10.2019)

10. Travel Entitlements on Domestic Tour

Travel entitlements for various grades of employees as contained will be admissible as under: -

Mode	Designation	Travel entitlement on official tour (CDA and IDA)
By Air	MD/Directors	Business Class
	EDs	Business Class/ Economy class
	GGM/GM	Economy class*
	AGM/JGM/DGM	Economy class
By Rail (Including Rajdhani/ Shatabdi)	DGM & above	AC-I (Including Rajdhani/ Shatabdi)/ Executive Class
	Manager/AM/JM/Sr Exec.	AC-II
	Executive	First Class.AC-III/AC-CC
	Junior Executive, Grade -I, II, III, MTS N3-N4	AC-III/AC-CC
By Road	MTS N1 & N2	AC-III/AC-CC
	GGM/GM	AC Bus/AC Taxi or Auto as per actual
	AGM to Sr Executive	Same as above except AC Taxi
	Executive & Below	Non-AC Public Bus as per actual/Auto rickshaw

Note : In the case of GGM/GM, in exigencies requiring essential travel for work, business class travel in relaxation may be approved by the Director concerned only for the cases where no ticket is available for Economy class.

(Circular No. 93/2016 dated 17.10.2016)

In case employee uses his/her own vehicle to travel on duty by road, he/she will be eligible for the following-

Mode of journey	Rate
For journeys performed by own car/taxi	Rs 24/- per km
For journeys performed by auto rickshaw, own scooter etc.	Rs 12/- per km

Note – The rate per km will further rise by 25%, whenever IDA increases by 50%.

The time limit for submission of claim for travelling allowance (TA) will be 60 days succeeding the date of completion of the journey in case of TA/DA on tour/transfer/training and 180 days for journey on retirement.

(Circular No. 46/2018 dated 26.09.2018)

11. **Tour Advance:** The facility of tour advance has been provided to employees of DFCCIL while proceeding on duty and training within India and the following procedure is laid down for drawl of tour advance in such cases: -

- i) The tour advance will be admissible to meet the expenses for hotel charges, daily allowance and local conveyance.
- ii) The tour advance will be restricted to 75% of the estimated expenditure on the items mentioned at (I) above.
- iii) For journeys the tour advance will be up to 100% of the ticket charges.
- iv) Employees should submit TA bills within 30 days of the conclusion of the tour failing which the uncleared tour advance will attract interest @18% per annum.
- v) Employees will submit the request for tour advance in the prescribed format enclosed as **Annexure-III**
- vi) Controlling officer (not below the rank of GM/CPM) will sanction the tour advance and Finance will release the advance payment.

(Circular No. 06/2017)

12. **Allowances for official travel abroad**

1. All official travel of the officers of Dedicated Freight Corridor Corporation of India Limited to foreign countries will be governed by the following terms and conditions: -

1.1 The Foreign Travel Allowance will consist of two parts – a) Daily Allowance (DA) and b) Consolidated Per Diem (consisting of lodging allowance, local transport allowance and other incidental and contingent expenses).

1.2 The entitlement for various level of officers shall be as given below:

Level	Daily Allowance (DA)	Ceiling for Consolidated Per Diem (consisting of lodging allowance, local transport allowance, other incidental and contingent expenses) plus DA*.
MD/Directors	Full rates as fixed by the Ministry of External Affairs for DA for Foreign Travel for various countries	US \$ 475
GGM/GM		US \$ 400
AGM/JGM		US \$ 335
DGM/Manager		US \$ 275
AM/Jr. Manager	75% of the rates fixed by the Ministry of External Affairs for DA for Foreign Travel for various countries.	US \$ 250
Sr Exec/Exec	33% of the rates fixed by the Ministry of External Affairs for DA for Foreign Travel for various countries.	US \$ 250

1.3 The time limit for submission of claim for travelling allowance (TA) will be 60 days succeeding the date of completion of the journey in case of TA/DA on tour/transfer/ training and 180 days for journey on retirement.

(Circular No. 17/2022 dated 23.01.2023)

1.4 Daily Allowance (DA):

- (i) Daily Allowance (DA) will cover expenses of personal nature for the employees. The Daily Allowance (DA) will be at the rate(s) fixed by Ministry of External Affairs from time to time.
- (ii) For the purpose of calculating Daily Allowance, the day will be taken from midnight to midnight and the clock will start from the time of disembarkation at the destination.
- (iii) The payment of Daily Allowance will be admissible as under-

S. No.	Details	Admissibility
i	For a stay of less than six hours	Nil
ii	For a stay of more than six hours but up to twelve hours	50% of Daily Allowance rate
iii	For a stay of more than twelve hours	100% of Daily Allowance rate

Daily Allowance will also be paid as per above rates for the journey time.

- (iv) Total Daily Allowance including that of journey time will, however, not exceed the total number of days spent outside India.

1.5 Consolidated Per Diem: The consolidated Per Diem will consist of following components:

- (i) Lodging Allowance: Lodging allowance will cover expenses on room rent including service charges and taxes etc.
- (ii) Transport Allowance: Transport allowance will cover the expenditure on local conveyance and Airport transfers. The expenses for intercity travel will not form part of transport allowance.
- (iii) Other Incidental and Contingent Expenses: This allowance will cover such expenses as phone call charges, fax charges, stationery and printing expenses, computer charges and use of internet etc.

The consolidated Per Diem shall be granted based on the number of nights spent in foreign countries on official duty.

2. Grant of advance towards Daily Allowance & Consolidated Per Diem:

The Officer proceeding on foreign tour on duty shall be granted advance in following two parts:

- a) An advance of Daily Allowance calculated as per provisions contained in para 1.4.
- b) An advance of Consolidated Per Diem as per ceiling mentioned in column 3 of the table given in para 1.2.

3. Submission of TA Bill and Account of Expenditure:

- 3.1 Daily Allowance: No vouchers or certificates of use are required to be submitted for items of expenditure covered under daily allowance.
- 3.2 The Officer shall submit an account of expenditure on Consolidated Per Diem including Lodging, Transport and Other Incidental and Contingent Expenses duly supported by the voucher within one month on return from the foreign tour with following exceptions: -
 - a) The officer can submit a self-certification of use for expenditure of an amount not more than 20% of the ceiling on consolidated per diem towards expenses for local transportation and other incidental and contingent expenses, wherever vouchers are not available.
 - b) In case, the officer is not able to produce hotel voucher for lodging charges, he/she will be allowed only 20% of the ceiling of consolidated per diem towards lodging charges.
- 3.3 The time limit for submission of claim for travelling allowance (TA) will be 60 days succeeding the date of completion of the journey in case of TA/DA on tour/transfer /training and 180 days for journey on retirement.

(Circular No. 17/2022 dated 23.01.2023)

4. In case where both lodging and boarding are provided by DFCC/ Foreign sponsor or agency, the above rates will be as under:

- a) Daily allowance 50% of the entitlement
- b) Consolidated per Diem 33% of the ceiling of Consolidated Per Diem subject to submission of voucher/self-certification as per para 3.2.

5. In case where only lodging is provided by DFCC / Foreign sponsor or agency the above rates will be as under:

- a) Daily allowance 100% of the entitlement
- b) Consolidated Per Diem 33% of the ceiling of Consolidated Per diem subject to submission of voucher/self-certification as per para 3.2.

6. The same entitlements shall also be applicable for attending any Training/workshop/Seminar/Conference abroad.

7. Journey by Air (International)

- (i) GM & above (grade pay of Rs. 10,000/- or equivalent IDA): Business Class
- (ii) Others: Economy Class

13. Brief Case

Board level executives will be entitled for reimbursement of the cost of briefcase as per actuals every year.

The employees of below board level of DFCCIL will be allowed reimbursement of the cost of Brief case as per following scale once in two years:-

Category	Revised rate (once in 2 years) in Rs.
ED (E-9)	9500
GGMs (E-8)	9000
GMs (E-8)	8000
AGM (E-7)	7000
JGM (E-6)	6000
DGM (E-5)	5000
Manager (E-4)	4000
AM/Junior Manager(E-3) & (E-2)	3000
Sr. Executive (E-1)	2000
Executive (E-0)	2000
Below Executives (N1 to N7) (E-0)	1500

(Circular No. 23/2019 dated 09.09.2019 & 15.10.2019)

14. **Reimbursement of expenses towards purchase of instrument (Mobile/landline):**

Board level executives will be entitled for reimbursement of the cost of briefcase as per actual once in a year.

(Circular No. 42/2022 dated 23.12.2022)

Below board level employees will apply for reimbursement of expenses towards purchase of instruments (Mobile/Landline) as per rates given below (once in two years). The claim will be submitted by the employee on ESS portal & Payment will be made by Finance.

Category	Rate (Once in two years) in Rs.	
	Mobile	Landline/cordless phone
ED	30000	5700
GGM/GM	27000	5700
AGM	21000	2990
JGM	18000	2990
DGM	15000	2990
Manager	12000	0
Jr. Manager/AM	10000	0
Sr. Executive/Executive	8000	0
Jr. Executive (N5 to N7)	6000	0
MTS (N1 to N4)	6000	0

Depreciation @47.5% pa, 5% being scrap to be paid by the concerned employee to DFCCIL. This is inclusive of GST. This will be applicable on the purchase of mobile instruments under revised rate w.e.f. 01.09.2019.

(Circular No. 23/2019 dated 09.09.2019 & 15.10.2019)

15. **Rates of Night Duty Allowance (NDA) for rostered staff (up to E1 level)**

Rates of NDA for rostered staff in DFCCIL shall be as indicated below-

- Hourly rate of NDA shall be calculated based on {(Basic pay + Dearness Allowance)/200} for work put in during the period from 2200 hours to 0600 hours. For calculation of NDA, weightage of 10 minutes for every hour of duty performed between hours of 22.00 and 06.00 will be applicable. The rate would be separately worked out for each employee.
- Controlling officer/supervisor shall submit statement with details of staff utilized for NDA for the month directly to Finance at field unit for payment.

(Circular No. 27/2022 dated 19.07.2022)

16. Rates of National Holiday Allowance (NHA) for rostered staff (up to E1 level)

- i. Admissibility of NHA for various groups of rostered staff for work during National Holidays will be as indicated below-:

Level in DFCCIL	Rate of allowance (per day) - INR
N1-N4	Rs. 384/-
N5-N7	Rs. 477/-
E0-E1	Rs. 630/-

- ii. The rates of this allowance will further increase by 25% each time DA rises by 50%.
- iii. Rostered staff of DFCCIL, who can't be allowed to avail the holidays, due to compulsions of work will be eligible for monetary compensation in lieu thereof, as in the case of attendance on national holidays. (Circular No. 09/2022 dated 14.03.2022)
- iv. Controlling officer/supervisor shall submit statement with details of staff utilized for NHA for the month directly to Finance at field unit for payment.
(Circular No. 27/2022 dated 19.07.2022)

17. Hard and soft furnishing allowance

Hard and Soft Furnishing Allowance shall be paid to the categories from E0 and above through SAP/Employee Self-Service Portal as per the defined rates given below:

Category	Amount
CMD/MD	Rs. 250000/-
Director	
ED (E9)	Rs. 225000/-
GGM/GM (E8)	Rs. 200000/-
AGM (E7)	Rs. 150000/-
JGM (E6)	Rs. 125000/-
DGM (E5)	Rs. 100000/-
Manager (E4)- (E0)	Rs. 75000/-

The eligibility of the hard and soft furnishing allowance will be on the basis of date of first purchase only, i.e. the employees' eligibility will be fixed on the date of first purchase and thereafter no changes will be made due to change in status of an employee (re-designation/ promotion).

- a) Employees will be eligible to purchase any household items like A/C, Inverter, Multifunctional printer, heat converter, Furniture, Television, Carpet, Mattresses, Curtain, and Refrigerator etc.

- b) Regular employees are entitled to two times in their whole tenure including the period of deputation with a minimum gap of 5 years between the two purchases.
- c) Five years period of next purchase is to be counted from the date of first purchase of any of the furnishing items by the employee including the period of deputation/ extended period of deputation.
- d) Deputationists will be entitled to the furnishing reimbursement once in their tenure.
- e) Where an officer on deputation takes permanent absorption, he will be eligible for the next purchase only after a gap of five year.
- f) The eligibility of the hard and soft furnishing allowance will be on the basis of date of first purchase only, i.e. the employee's eligibility will be fixed on the date of first purchase and thereafter no changes will be made due to change in status of an employee (re-designation/ promotion).
- g) The depreciated cost for the above items will be 60% for the first year, 40% for the second year, 20% for the third year, 10% for the fourth year and NIL for the fifth year. Depreciation of each item will be calculated from the date of purchase of that item only. If an officer is leaving organization, he/she will be allowed to purchase the items at the depreciated value indicated above.
- h) The employee will be eligible for Second Cycle Purchase, provided the depreciation of all items purchased in First Cycle becomes 0 (zero) or the employee deposits the balance depreciated cost to the Company.
- I) For calculation of the entitlement as well as the residual value, GST will be excluded, both at the time of sanction as well as at time of calculation of residual value. Residual value will be calculated on basis of date of purchase of each bill.

(Circular No. 23/2019 dtd. 09.09.2019, 31/2022 dtd.17.08.2022 & 32/2022 dtd. 18.08.2022 & JPO dtd. 15.10.2019)

18. Uniform Allowance:

The objective of scheme of uniform allowance is to facilitate employees of DFCCIL to be in professional attire while performing official duties whether they are at place of work or are in official meetings with clients.

Regular employees and employees on deputation shall be eligible for the scheme as per following rates: -

Level	Annual ceiling of reimbursement (Per Year)
MD/Director	40,000/-
ED/GGM/GM	30,000/-
AGM/JGM	25,000/-
DGM/Manager/AM/Jr. Manager	20,000/-

Sr. Executive/ Executive	15,000/-
Below Executive (E0) (Excluding TADK)	10,000/-

(HR Letter No. HQ/HR/3/Outfit & Washing Allowance dated 25.01.2016& Circular No. 552/2020 dated 07.08.2020)

- All employees (regular & deputationists) on roll as on 31st March will be eligible for reimbursement of cost of uniform as per their entitlement without any restrictions of separation/repatriation/resignation.
- The annual cycle of reimbursement of cost of uniform will be March to February.
- Newly joined employees will be entitled for reimbursement of cost of uniform which will be paid in their first month's salary.
- In the case of those employees who are joining within 3 months from the next annual reimbursement cycle (i.e. December to February) will also be reimbursed along with their first salary but they will not be eligible for reimbursement in the next March Annual Cycle, and thereafter, they will be covered in the regular cycles. For instance, if an employee joins on 1st January, 2018, he/she will be paid the reimbursement of cost of uniform with the salary of January, 2018 but will not be eligible for reimbursement in March, 2018 (annual cycle of reimbursement). Such employees will be eligible for reimbursement of cost of uniform from next cycle i.e. March, 2019.
- All employees shall furnish a utilization certificate towards expenditure incurred on cost of uniform within one month from the date of payment.
- Dress code and other modalities will be decided by a committee whose members will be nominated with the approval of MD/DFCCIL for this purpose.

(Circular No. 03/2017 dated 08.03.2017 & Circular No. 32/2018 dated 07.06.2018)

19. Entertainment Expenses:

Grade	Limit for DFCCIL
Jr. Manager/Assistant Manager/ Manager (E2, E3 and E4)	Rs. 1500/- per occasion subject to a maximum of Rs. 20,000/-p.a
DGM/JGM (E5 and E6)	Rs. 4000/- per occasion subject to a maximum of Rs. 50,000/-P.a.
AGM (E7)	Rs. 7500/- per occasion subject to a maximum of Rs. 90,000/- p.a.
GM/GM (Co-ord.) (E8)	Rs. 10,000/- per occasion subject to a maximum of Rs. 1,20,000/- p.a.
ED/GGM/CGM (E8 and E9)	Rs. 12,500/- per occasion subject to a maximum of Rs. 1,50,000/- p.a.

(Circular No. 23/2019 dated 09.09.2019)

- a) If an official joins or leaves the organization in mid-year and works only for a part year, he/she is entitled to claim reimbursement proportionately for the period of his/her working in the organization and not the whole amount as per the defined ceiling limit, in a particular year.
- b) The amount of reimbursement claim will be in proportion to the period of his/her working till the time of claim. For example, the annual hospitality limit of an officer is Rs. 1,20,000/- and he submits the claim after two months of beginning of the financial year, the reimbursable amount should not exceed Rs. 20,000/-.
- c) In case of change of status of employee (due to promotion/reversion/re-designation etc.), revised limit shall be changed from the first day of next month. For example, if AGM is promoted/re-designated to GM on 08th September, then he is eligible for Rs. 60,000/- as Entertainment

Allowance of GM grade (for the remaining period i.e. from October to March).

(Circular No. 22/2022 dated 21.06.2022)

- d) Existing facility for making the expenditure through Credit Card, where credit card has been issued to the Officer will continue.
- e) For the officers who have not been issued Credit Card facility, this reimbursement will be paid to the eligible categories as per the procedure being followed for the payment of TA/DA.
- f) Powers available under Para G 5.8 of SOP for protocol expenses will be de-linked from reimbursement of entertainment expenses.

(Circular No. 289/2020 dated 26.05.2020)

- g) Employees may claim month wise Entertainment Allowance as per his/her entitlement (Month wise/FY wise) on ESS portal.
- h) Summary sheet (as per Annexure-II of Entertainment Allowance bills with self-declaration (month wise) are to be uploaded on ESS portal by the employee.
- i) Claims under entertainment allowance will be made only once in a month and not multiple times a month.

(Circular No. 23/2019 dated 09.09.2019& Circular No. 22/2022 dated 21.06.2022&JPO dated 15.10.2019)

20. **Reimbursement of membership/subscription fee: For National/ International Institutions of repute as per IR Policy:**

DFCCIL has adopted the Indian Railway scheme of reimbursement of Membership fees/Subscription fee for National/International Institutions/ Societies of repute in terms of Railway Board's guidelines issued vide letter no. E (G) 33FEI-4 dated 29.04.1988 and list of 77 National Institutes and 54 International Institutes and further amendments issued by MoR from time-to time.

Accordingly, the entitlements will be as under:

- i) Officers of DGM and above level shall be permitted to become member of five National/International Institution/Society including maximum 2 international institutions and shall be reimbursed with 90% of the membership/subscription fees.
- ii) AM and Managers shall be permitted to become member of two National/International Institution/Society including maximum one international institution and shall be reimbursed with 90% of the membership/subscription fees.

21. Facilities for the employees deputed for attending breakdown

The working of DFCCIL is similar to that of Indian Railways and breakdowns do occur on DFCCIL track. Accordingly, Competent Authority has fixed the definition of 'Breakdown' as under and approved the following facilities to the employees of all departments (E1 and below level) who are deputed at accident sites for restoration:-

A) Breakdown

Any Accident /derailment of a train which involves calling out of a breakdown train or engine with special staff or equipment (including MFD equipment or traffic crane) from the nearest breakdown train depot or shed, or a breach or wash away on the line which interrupts normal traffic.

B) Facilities to the employees deputed to accident site for restoration:

- (i) Supply of free food, departmentally or otherwise, during the period they are engaged in breakdown duties.
- (ii) Payment for overtime work in accordance with the normal rules, time taken in traveling to the site of the accident/breakdown and back shall also be reckoned for payment of overtime.
- (iii) Payment of full daily allowance without the stipulation that they should be out of headquarters beyond 8 kilometers for a period exceeding 12 consecutive hours.

Daily allowance at full rates as above will be admissible for each breakdown occurring at different places on the same day.

Officers of Level E2 and above who are called out in connection with accidents/ breakdown shall be allowed concessions enumerated in clauses (i) & (iii) above.

(Circular No. 34/2023 dated 06.10.2023)

22. Provision of Tablet/iPad for DFCCIL officers from E7-E9 level

Officers at E7-E9 level shall be eligible for provision of Tablet/iPad as per details given below -

Grade	Post	Rates in DFCCIL (excluding GST)
E9	ED	55000
E8	GGM	55000
E8	GM	50000
E7	AGM	45000

1. The officials may complete the procurement of Tablet/iPad and thereafter claim reimbursement of the amount by submitting GST paid invoice.
2. The Tablet/iPad so purchased will be taken in the asset register of DFCCIL.
3. Codal life of the tablet/iPad will be three years.
4. The Tablet/iPad may be procured with 1+ 2-year Annual Maintenance Contract and Insurance. Hence, no separate maintenance/repair charges shall be payable.
5. The Tablet/iPad purchased under the policy is meant for official purposes and will be property of DFCCIL till expiry of its codal Life.
6. The responsibility for security and proper upkeep of the Tablet/iPad shall be undertaken by the custodian. In case of theft/loss of Tablet/iPad, the custodian shall lodge the First Information Report (FIR) with the police.
7. The life of Tablet/iPad will be three years and depreciation will be 60% at the end of the first year, 84% at the end of second year and 90% at the end of third year (SLM), i.e, 10% being scrap value. Monthly pro-rata calculation for depreciation of Tablet/iPad shall be similar to that of Laptop contained in the existing Laptop Policy dated 18.10.2023.
8. If an official has already purchased the Tablet/iPad, under the existing laptop policy, he/she will not be eligible to purchase Tablet/iPad under the new policy till three years of codal life is over and the residual value of the earlier purchased Tablet/iPad is deposited to the company.
9. At the time of leaving DFCCIL, the residual value of Tablet/iPad will have to be necessarily deposited by the concerned official as per the depreciation mentioned above.
10. In case of any clarifications with respect to interpretations of any provisions of the Tablet/ iPad policy, the matter shall be referred to the Managing Director, whose decision shall be final.
11. The Managing Director can make modifications, amendments and deviations to the Tablet/iPad policy.

(Circular No. 16/2024 dated 23.04.2024, Circular No 19/2024 dated 10.05.2024)

Annexure-I**(For Employees in IDA scales)**

To,
Finance (PR),
Corporate Office,
DFCCIL

Subject: Option for Perks & Allowances under the Cafeteria Approach.

Ref.: Corporate office letter No. _____.

With reference to the above, I hereby opt for the following Perks and Allowances under Cafeteria Approach:

S.No.	Item	S.No.	Item
1		6	
2		7	
3		8	
4		9	
5		10	

I understand that the above option will be valid till the end of the present financial year.

I certify that Company car has been provided / not provided to me.

My salary may accordingly be charged.

Thanking you,

Yours faithfully

(Signature)

Name: _____

Designation: _____

Place of Posting: _____

Annexure II

Performa for submission of claim related to Entertainment Allowance

Sub: Claim for entertainment allowance (Month wise)

Month_____

Financial Year_____

S.No.	Bill No.	Date of Bill	Amount
1.			
2.			
3.			
4.			
Total (in words also) _____			

1. I hereby declare that all the bills of entertainment allowance mentioned herewith have been preserved and kept in my custody till end of the financial year plus next one year.
2. Amount of claim of entertainment allowance above is as per my entitlement (Month Wise and Financial Year Wise).

Signature:_____

Name:_____

Designation: _____

Employee ID: _____

Location: _____

Date of Submission: _____

Annexure-III

(Circular No. 06/2017)

TOUR ADVANCE FORM

1.	Name	
2.	Emp. Code	
3.	Designation	
4.	Place of Posting	
5.	Place of visit	
6.	Purpose of the visit	
7.	Duration of the visit	From.....to.....total.....days
8.	Advance	A) To cover expenses on Hotel, Daily Allowance and Conveyance (75% of the estimated expenditure) i) Hotel:..... ii) Daily Allowance..... iii) Local Conveyance..... Total Amount: Rs..... B) Fare : (100% of the Ticket Charges) Rs..... Grand Total : Rs.....
8.	Amount of advance	Rs...../- (in words.....)

(Signature of the employee)

Dated:.....

Controlling Officer.....

For use of Finance

Passed for advance payment of Rs.....

Prepared by.....

Checked by

Sanctioning Authority.....

Section-II

JPO for disbursement of Pay/Perks and Allowance

Allowances payable to IDA employees as per basket:

- i) The employee can select from components of the basket given below to the extent of Upper Ceiling limit of 35%. Selection by the employee is allowed once a year (Change in the components) in SAP/ESS Portal:

S.No.	Allowances	Percentage (%)
1	Transport Allowance	4
2	Fitness Allowance	6
3	Professional Updation cum Education Allowance	15
4	Recreation Allowance	6
5	Special Personal Allowance	4
6	House upkeep allowance	4
7	Outdoor Medical, Health and Wellness Allowance*	14
8	Newspaper/Magazine & Knowledge/Information (including digital media) Upgradation Allowance	8

*Earlier referred as Medical Allowance

(Circular No. 17/2024 dated 02.05.2024).

- ii) Any employee availing the facility of transport from the office, the ceiling for basket shall be reduced by 4%. If the employees avails medical allowance 14% as part of basket, the same shall be payable on reimbursement basis. For such employees the ceiling for the basket shall be reduced by 14%. The Medical Allowance for IDA employees who opt for the allowance as an item in the basket of allowances shall be paid @ 14% of the basic pay w.e.f. 02.05.2024.
- iii) Allowance shall be paid along with the salary of every month. Bill/certification shall be submitted through portal at the end of the financial year (similar to certification for uniform reimbursement / TADK reimbursement). Any employee leaving the organisation shall have to submit the bills/certification as a part of No Dues Certificate, non-submission of bills/certification shall make the employee liable for recovery of reimbursement already paid.
- iv) Necessary provision shall be made in SAP/ESS Portal for selection in the components of basket initially on activation of the automated process/First joining of the employee and subsequently in once in April every year components can be allowed to be changed.

- v) Work Flow for approval of components of Basket is as under:

Corporate Office:

Employee -> HR (Perks and Allowance) -> Finance (Payroll)

Field Units:

Employee -> HR (CGM Unit) -> Finance (Payroll)

(JPO dated 15.10.2019, 14.10.2022)

2. Hard and Soft furnishing:

- (i) Hard and Soft Furnishing Allowance shall be paid to the categories from E0 and above through SAP/Employee Self-Service Portal as per the defined rates given in HR Manual Chapter ----:
- (ii) Asset creation shall be done automatically in SAP at approver one level. For calculation of the entitlement as well as Residual Value, GST shall be excluded, both at the time of sanction as well as at the time of calculation of Residual Value. The eligibility of the hard and soft furnishing allowance shall be on the basis of date of first purchase only, i.e. the employee's eligibility shall be fixed on the date of first purchase and thereafter no changes shall be made due to change in status of an employee (re-designation/promotion). Depreciation of each item shall be calculated from the date of purchase of that item only. The employee shall be eligible for Second Cycle purchase, provided the depreciation of all items purchase in First Cycle becomes 0 (Zero) or deposits the balance depreciation cost to the Company. Residual Value must be deposited by the employee at the time of leaving the organization. No dues certificate will be issued by Finance only after residual value has been deposited by the employee.
- (iii) Work Flow for sanction of hard and soft furnishing will be as under:

Corporate Office:

Employee -> Finance (Payment)

Field Units:

Employee -> Finance (Payment)

(JPO dated 15.10.2019, 14.10.2022 & Circular No. 31/2022 & 32/2022)

3. Reimbursement limit on entertainment expenses:

The rates for reimbursement of entertainment allowance to different categories are given in HR Manual Chapter VII (Section I).

- (i) Existing facility for making the expenditure through the Credit Card where credit card has been issued to the officer shall continue. For the officers who have not been issued Credit card facility, this reimbursement will be paid to the eligible categories as per the procedure being followed for the payment of TA/DA.

- (ii) Work Flow for reimbursement of Entertainment Expenditure shall be as under:

Corporate Office:

Employee -> Finance (Payment)

Field Units:

Employee -> Finance (Payment)

3.1 Procedure for payment of Entertainment Allowance:

- (i) Employees may claim month wise Entertainment Allowance as per his/her entitlement (Month wise/FY wise) on ESS Portal.
- (ii) There is no need to upload Entertainment Allowance Bills on ESS Portal. Only Summary Sheet (As per Annexure-I) of Entertainment Allowance Bills with Self-Declaration (Month Wise) is to be uploaded on ESS portal by the Employee (Format of summary sheet with Self Declaration is attached).
- (iii) Claims under Entertainment Allowance will made only once in a month and not multiple times in a month.

(JPO dated 19.05.2020)

4. CDA Employees (On deputation) will be paid following allowance with the salary:

- (i) Professional updation-education allowance (part of basket in IDA): This allowance is payable @ 15% of the revised pay in 7th CPC of CDA employees w.e.f. 01.09.2019.
- (ii) Transport Allowance (part of basket in IDA): In case of deputationists (CDA scale) the revised rates of Transport Allowance notified by Govt. of India (Ministry of Finance) will be payable at the following rates w.e.f. 01.09.2019:

Level	Employees posted in cities as per Ministry of Finance (OM No. 21/5/2017-E-II(B) dated 07.07.2017.)	Employees posted in other places
9 and above	Rs. 7200/- + DA thereon	Rs. 3600/- + DA thereon
3 to 8	Rs. 3600/- + DA thereon	Rs. 1800/- + DA thereon
1 to 2	Rs. 1350/- + DA thereon	Rs. 900/- + DA thereon

The other conditions for grant of Transport Allowance will be as per Ministry of Finance, Government of India letter No. 21/5/2017-E-II (B) dated 07.07.2017.

(iii) **Medical Allowance (Outdoor Treatment) (CDA Employees):**

The Medical Allowance for CDA employees (Deputationists) shall be paid @14% of basic pay w.e.f. 01.11.2023.

Allowance shall be paid along with the salary every month to the employee who are on deputation and opt for medical facilities from DFCCIL. Bills/Certification shall be submitted through portal at the end of the financial year. Any employee leaving the organization shall have to submit the Bills/Certification as a part of No Dues Certificate, Non-submission of Bills/Certification shall make the employee liable for recovery of reimbursement already paid.

Work Flow for submission of Bill/Certification will be as under:

Employee -> Finance (Corporate Finance Payments)

(iv) **Newspaper/Magazin & Knowledge/Information (including digital media) upgradation allowance (part of basket in IDA):**

The Newspaper/Magazine & Knowledge/Information (including digital media) upgradation Allowance for CDA employees (Deputationists) shall be paid @ 14% of basic pay w.e.f. 01.11.2023.

A certificate to the effect that expenditure has been incurred on these items shall be provided by the officer concerned through ESS portal on half yearly basis to concerned finance for continued reimbursement.

Non-submission of Bills/Certification shall make the employee liable for recovery of reimbursement already paid.

Work Flow for submission of Bill/Certification will be as under:

Employee -> Finance (Corporate Finance Payments)

(Circular No. 17/2024 dated 02.05.2024)

5. Lodging charges (Hotel):

(i) Lodging Charges (hotel) is currently being paid as part of TA/DA or Credit Card Expenditure where Credit Card has been issued vide JPO dated 15.10.2019.

(ii) Work Flow is as under:

Corporate Office:

Employee -> Controlling Officer (CO) -> Finance (Payment)

Field Units:

Employee -> Controlling Officer (Field Unit) -> Finance (Payment)

6. Daily Allowance on tour:

Daily allowance on tour is currently being paid as a part of TA/DA.

(ii) Work Flow is as under:

Corporate Office:

Employee -> Controlling Officer (CO) -> Finance (Payment)

Field Units:

Employee -> Controlling Officer (Field Unit) -> Finance (Payment)

7. Reimbursement of expenses towards purchasing of instrument (Mobile/ landline):

Employees shall apply for reimbursement of expenses towards purchase of instruments (Mobile/Landline) as per rates given in HR Manual Chapter VII (Section I) (once in two years). Depreciation @47.5% pa, 5% being scrap to be paid by the concerned employee to DFCCIL. This is inclusive of GST. This shall be applicable on the purchase of mobile instruments under revised rate w.e.f. 01.09.2019. The claim shall be submitted by the employee on ESS portal & Payment shall be made by Finance.

(ii) The rates as per eligibility shall be maintained in SAP by HR.

(iii) Asset Creation to be done automatically in SAP at approver one level.

(iv) Work Flow shall be as under:

Corporate Office:

Employee -> Finance (Payment)

Field Units:

Employee -> Finance (Payment)

8. Reimbursement of Mobile call charges:

For the employees of field units and Corporate Office, a combined amount mentioned in HR Manual Chapter VII (Section I) towards expenses on Landline+Mobile+Broadband call charges shall be paid with salary.

(ii) The charges being incurred by the company towards USB modem for mobile broadband provided to the officers, if any, shall also be included to keep the clubbed amount within the existing ceiling.

(iii) The details of recovery of Mobile call charges/bill on account of CUG facility shall be updated in SAP for field units by the Field Unit itself for which relevant authorization shall be provided by IT department based on request of CGM.

(iv) An annual utilization certificate will be provided by the employee for mobile call charges through IT connect.

(v) The period of non-admissibility of allowance due to any kind of leave or any other reason will be incorporated in the SAP by the field unit itself.
(JPO dated 07.07.2022).

9. Brief Case:

Employee will apply for brief case claim as per defined rates given in HR Manual Chapter VII (Section I) --- (once in two years) on ESS portal. The claim shall be submitted by the employee on ESS portal & payment shall be made by Finance (JPO dated 14.10.2022).

(ii) Work Flow shall be as under:

Corporate Office:

Employee -> Finance (Payment)

Field Units:

Employee -> Finance (Payment)

(iii) The rates as per eligibility shall be maintained in SAP by HR.

10. Sanctioning of Traveling/Daily Allowance on Foreign Tour

Powers for sanctioning of traveling/daily allowance for foreign tour at various levels (including field units), in terms of Para E3.2 of SOP have been specified.

2. The following procedure order is laid down for payment of foreign tour advance/settlement-

(A). Procedure order for the payment of foreign tour advance in INR

- i. While issuing the office order for nomination of officer for foreign training, HR Department will indicate the entitlement of allowances on foreign tour as per HR Manual. Similarly, in case of testing/ inspection etc. abroad, respective Executive Departments will mention the entitlement of foreign tour allowances in their Office Orders, as per HR Manual.
- ii. The officer(s) will give the request for advance in INR to Finance Department in Corporate Office / Field units, as the case may be, as per the entitlement indicated in office orders in the format as given in **Annexure-I**, at least 04 working days in advance.
- iii. The request submitted by the officer will be processed and paid by Finance Department in terms of the Circular issued vide letter no. HQ/HR/8/Foreign Trg. dated 16.11.2018 within three (03) working days.
- iv. The concerned Office(s) can get the advance received in Indian Rupees converted into foreign exchange from any authorized foreign exchange dealer (list available on RBI website i.e. **<https://rbi.org.in/scripts/ffmclist.aspx>**) depending upon the city of transaction/ rate on the date of transaction.

(B). **Procedure order for the payment of foreign tour advance in Foreign Currency**

- (i) The procedure laid down in Para 2 (A) - Item (i) and (ii) will apply, except that the officer will clearly specify if advance is required in foreign currency at least 10 working days in advance.

(ii) **For Corporate Office**

- (a) In case of officers working in Corporate Office, the request of the officer will be sent through Controlling Officer to GM/Fin/CF at least 10 working days in advance, after issue of order as indicated in item (I) above.
- (b) Finance department (Payroll Section) will process the payment within 02 working days and forward the same to banking section.
- (c) The payment will be released in foreign currency by the Finance Department (Banking section) within 05 working days.

(iii) **For Field Units**

- (a) The request submitted by the officer working in field units will be processed by Unit Finance within two working days and forwarded to GM/Fin/CF (Corporate Office) after approval of CGM.
- (b) On receipt of the sanction from field unit, Finance (Payroll Section) in Corporate Office will process the payment within 02 working days and forward the same to Banking section.
- (c) Banking section will release the payment in foreign currency within 05 working days.

(C) **General Conditions**

- i. The Officer shall submit the travelling allowance bill on return from foreign tour within one month from the date of return as per format enclosed as **Annexure II**.
- ii. Any difference in the advance received and actual expenditure incurred by the Officer and also on account of conversion into foreign exchange is to be adjusted at the time of submission of tour bill by the Officer.
- iii. The checklist for scrutinizing and processing of foreign tour advance/accountal by Finance is enclosed at **Annexure-III**.

(Circular No. 19/2019 dated 10.07.2019)

11. Admissibility of Pay/Perks & Allowances to the official who join in DFCCIL & Issuance of LPC on repatriation/resignation:

11.1 Admissibility of Pay/Perks & Allowances to the official who join in DFCCIL:

- (i) A checklist separately for IDA/CDA officials, having complete details of admissible Pay/Perks & Allowance, shall be provided at time of joining.
- (ii) HR Format (joining order) which is provided to the officials at the time of joining should be duly filled by the concerned official in all respects. Concerned HR official shall ensure the same from the official at the time of joining.

11.2 Issuance of LPC on repatriation/resignation within one month of personnel leaving the organization:

- i) Official completing their deputation period shall have to submit No Dues Certificate on prescribed format, from all concerned departments of the DFCCIL, within 15 days from date of repatriation order.
- ii) Those officials, willing to avail two months repatriation leave and then join another organization after/before completion of two months leave, shall have to furnish their Joining Report to DFCCIL for issuing and adjustment of salary payment and recovery, if any. The office order sanctioning leave (02 months) shall also have the following, "it shall be personal responsibility of the officer concerned to inform DFCCIL in case he/she is posted and joins before the expiry of leave, so that his/her salary payment is stopped immediately.
- iii) Repatriated officials shall have to declare about the status of "Housing Lease facility" during repatriation leave and ensure refund of Security Money in case of third party lease.
- iv) Those cases in which the repatriated officials fail to submit No Dues Certificate within stipulated period (i.e. within 15 days from date of repatriation order) will be put to MD for further course of action.
- v) After the clearance of all outstanding dues, LPC shall be issued within 07 working days. **(JPO dated 04.07.2019).**

12. Procedure of payment of NDA & NHA: Following procedure for claiming NDA and NHA shall be followed by rostered staff in all CGM units/Corporate office, wherein, the allowance shall be applied through ESS portal for approval.

1. Procedure for NDA

- i. Employee will fill in the hours put in night duty in a month (total in a month) – and upload attendance register as attachment, which should be duly counter signed by his reporting officer.
- ii. Reporting officer will confirm/edit night duty hours by an employee in a month. (i.e hours worked between 22.00 to 06.00 hours only).
- iii. The amount based on laid down formula and as per Basic Pay and DA of the employee will be calculated through SAP.
- iv. Officer in charge at E5 and above level will approve the hours.
- v. Finance will release the payment with salary or off cycle.

2. Procedure for NHA

- i. Employee will fill in the date of NHA for which he is booked in a month and upload approval letter as attachment.
- ii. Reporting officer will confirm/edit NHA dates claimed by an employee in a month.
- iii. The amount on basis of grade wise laid down rates shall be auto calculated by the system.
- iv. Officer in charge at E5 and above level, shall be the approver for NHA.
- v. Finance will release the payment with salary/ off cycle.

Till the time this provision is enabled in SAP, the above-mentioned procedure should be followed as per prescribed formats (**attached as annexure-IV & V**) with immediate effect.

(Circular No. 27/2022 dated 19.07.2022)

Annexure-I

Application Form for Grant of Foreign Travel Advance

1	Name of the Employee and Employee Code	
2	Date of appointment	
3	Designation/Department/Place of posting	
4	Basic Pay and Scale	
5	Sanction Order No. (indicating amount entitled for foreign visit)-copy to be enclosed	
6.	Details of Program, including period of visit and place of visit (copy of tour program to be enclosed)	

7. Journey Details

Date/place/time of departure	Date/place/time of arrival	No of days of stay

8. Foreign Travel Allowance

(a)

Total number of days	Daily Allowance as per rules	Consolidated per diem as per rules	Advance claimed (INR or foreign currency)

(b) Amount of advance required towards air travel (if any) – as per estimate from travel agency /actual ticket cost)

9. Total amount of advance required 8 (a) + (b) :

(i) Foreign Travel Advance (INR or foreign currency)

(ii) Air Travel (INR)

*The amount of advance will be limited to the entitlement /ceiling as prescribed in Para 16 (1.2) of Chapter XIII of HR Manual, as per which AM is eligible for 75% of the rates fixed by Ministry of External Affairs for DA. In case of Sr. Executive and below, the eligibility is 33% of the rates fixed by the Ministry of External Affairs for DA.

Certified that –

1. The advance claimed for foreign visit is as per the entitlement as prescribed in rules.
2. I shall submit the travelling allowance bill on return from foreign tour within one month from the date of return. In case of failure to submit the bills within one month of return from foreign trip, the amount can be deducted from salary.
3. In the event of cancellation of said foreign visit, I undertake to return the advance immediately to Finance Department.

Date.....

Signature of Employee

For office use only

Field Units

Controlling Officer (CGM)

Unit Finance

(In case of foreign currency)

GM/Fin/CF

Banking Section

Corporate Office

Controlling Officer (CO)

GM/Fin/CF

Banking Section

Annexure-II**Accountal of Expenditure for foreign visit**

1	Name of the Employee and Employee Code	
2	Date of appointment	
3	Designation/Department/Place of posting	
4	Basic Pay and Scale	
5	Sanction Order No. (indicating amount entitled for foreign visit)-copy to be enclosed	
6	Details of Program, including period of visit and place of visit	

7. Break up of Expenditure (All original documents/receipts etc. to be enclosed)

Heads	Actual Expenditure/ Entitlement	Advance Received	Adjustment/ Remarks
DA			
Consolidated per diem			
Air Travel			
Boarding/lodging (including local travel in foreign country)			
Visa fee			
Travel Insurance			
Local Travel (before and after departure)			

Advance sanctioned

Expenditure incurred

Recovery /Payment to be made

Date

Signature of Employee

For office use only

Field Units

Controlling Officer (CGM)

Unit Finance

*Officers working in CGM units will submit accountal at the unit level for settlement.

Corporate Office

Controlling Officer (CO)

GM/Fin/CF

*For officers working in Corporate Office, accountal to be submitted to GM/Fin/CF

Annexure- III**Check list for scrutinizing and processing of foreign tour advance/accountal****1. Advance**

- (a) Copy of nomination letter
- (b) Approved tour programme with flight details/timings etc.
- (c) Tickets (Copy of confirmed ticket)
- (d) Copy of passport (front and last page)
- (e) Valid visa copy
- (f) Copy of pan card
- (g) Exchange rate prescribed by RBI on the date of application for advance to be attached.

2. Accountal (All documents to be submitted in original)

- (a) Flight tickets indicating date and time of arrival
- (b) Boarding passes
- (c) Hotel bills
- (d) Fee Visa receipt
- (e) Insurance receipts
- (f) Bill of purchase of foreign currency/authorized agency as per RBI website **www.rbi.org.in/scripts/FFMClis.aspx**
- (g) Local Travel

Annexure-IV

NIGHT DUTY ALLOWANCE (NDA)				
Circular No. 571/2020				
Hourly rate of NDA shall be calculated based on [(Basic pay + Dearness Allowance)/200] for work put in by eligible rostered staff during the period from 22.00 hour to 06.00. For calculation of rate of NDA, Weightage of 10 min for every hour of duty performed between hours of 22.00 and 06.00 will be applicable. The rate separately worked out for each employee.				
Night allowance for the month of :				
Name : Emp ID: Designation : Posting Place : Basic pay & DA : Rate of NDA :				
Date	Night Shift in which employed		Total(hr.)	Period of night duty @10 min per hour of night duty
	From	To		
Total hours of Night Duty (hours)				
Total Amount of Night Duty (Rupees)				

Total Amount in words:

Signature of Employee

The above duty booking was essential

Reporting officer**Approving authority - E5 and above level****Finance**

Annexure-V

NATIONAL HOLIDAY ALLOWANCE (NHA)					
S. No.	Emp. Code	Name (Shri)	Designation	Period of Claim M___/Y___	
				National Holiday Date (A)	Amount Payable (B)
1				To be Picked from system Calendar	As Per defined rates

Grade Wise Rates	
Grade	Rates (C)
N1-N4	384
N5-N7	477
E0-E1	630

Signature of Employee

The above duty booking was essential

Reporting officer**Approving authority -
E5 and above level****Finance**

Chapter-VIII

Rules for Travel entitlements and other benefits including CTG on Transfer, Retirement, etc.

TRAVEL ENTITLEMENT RULES ON TRANSFER & RETIREMENT etc.

1. **Short Title and Commencement:**

- a) These rules may be called DFCCIL Travel Entitlement (Transfer, Retirement) Rules 2018.
- b) They shall come into force from 28.09.2018.
(Circular No. 49/2018 dated 28.09.2018)

2. **Application:**

- a) These rules shall be applicable to:
 - i) All regular employees of the company and deputationists and their "Family".
 - ii) These rules shall not apply to Consultants, Advisors, casual/daily rated employees and those on contract.

3. **Definitions:**

- a) "Company" means DFCCIL.
- b) "Employee" means regular employees of the Company.
- c) "Deputationist" means those officials who join the Company on deputation from Central or State Government or any other Public Sector Undertaking.
- d) "Family" for the purpose of these rules shall mean spouse and dependent children.
- e) "Transfer" means "the movement of the employee from one Headquarter station in which he/she is employed to another such station, either to take up the duties of the new post, or in consequence of a change of his/her headquarters".

4. **Entitlement on Transfer:**

- a) The following are the different kinds of entitlement admissible on transfer:-
 - (i) Travel Expenses (Actual cost of travelling)
 - (ii) Road Mileage
 - (iii) Reimbursement of hotel charges on transfer

- (iv) Cost of transportation of personal effect from residence to residence
- (v) Transportation of vehicle possessed by the employee
- (vi) Composite Transfer Grant
- (vii) Joining Time
- (viii) Daily Allowance on Temporary Transfer
- (ix) Advances on Transfer

5. Travel Expenses on Transfer (Actual cost of Travelling)

- a) An employee of the company on transfer from one unit to another in public interest will be entitled for reimbursement of travel expenses for self and "Family" for the journey performed from his/her last place of posting to his/her new place of posting as per the entitlements on tour provided in para-10 of Chapter-VII (Section I) of DFCCIL's HR Manual.
- (b) In case, the journey is performed by a higher class than the entitled class or any other mode, then the reimbursement of claim will be restricted to the entitlement or actual expenses incurred, whichever is less.
- (c) **Road Mileage:** When an employee makes a journey by road by own vehicle, actual admissible road mileage allowance prescribed by the Directorate of Transport of the concerned State. At places where no specific rates have been prescribed by the Director of Transport of the concerned State or of the neighboring States, the mileage allowance shall be regulated at the rates prescribed by Central Government, which are as under at present:

- For journey performed by own Car :- Rs. 24 per km

Note-(1) These rates will further rise by 25 % whenever DA increases by 50 %.

Note-(2) Apart from the above-mentioned prescribed rates, employee shall also be eligible for Toll/Levy charges as applicable during the course of the journey by own vehicle, subject to original bills /receipts being submitted.

Note-(3) When the journey is performed by the employee/Family member in own vehicle (car/scooter/motor cycle), then employee will not be entitled for the transport of the vehicle benefit as mentioned at Rule-8.

- (d) Time Limit to submit the bills for reimbursement of Travel expenses:
 - (i) After carrying out the orders of transfer, an employee should submit his/her claim for reimbursement of travel expenses for self/family within a period of three (03) months from the date on which the journey is performed.

- (ii) If a member of employee's family follows him/her within six (06) months or precedes him/her by not more than one month, the reimbursement of travel expenses may be granted in respect of such member. For such cases the claim for reimbursement of travel expenses should be submitted within a period of three (03) months from the date on which the journey is performed.

6. **Reimbursement of Hotel charges on transfer**

- (i) An employee on transfer to a place other than Delhi, Mumbai and Kolkata will be entitled to claim reimbursement of lodging charges as per his/her entitlement for staying in a hotel for a period upto 15 days or till he/she arranges for an accommodation in the new place of posting whichever is earlier. However, the proposed reimbursement will not be admissible where Company arranged accommodation is available.
- (ii) Employees on transfer to the cities of Delhi, Kolkata and Mumbai may claim reimbursement for lodging charges for stay in a Hotel only if they get a 'no room' certificate from concerned Project Head and General Manager/Administration in case of Corporate Office. The clause shall also apply mutatis-mutandis on any other city where company guesthouse accommodation is available.
- (iii) The claim of hotel reimbursement beyond 15 days will be reimbursed under special circumstances with the prior approval of the Managing Director.

7. **Transportation of personal effects on transfer**

- (i) An employee shall be entitled to reimbursement of expenses for transportation of personal effects by train/road on transfer as per rates given below: -

Designation (IDA)	Luggage Entitlement	Mode of Transportation of personal effects
		(a) If transported by train (goods train only) the actual expenses subject to specified luggage limits.
		(b) If transported by road the rates are as under:-
		Rate per KM for Transport by Road (Rs. per km)
DGM and above (E5 & above)	6000 Kg by Goods Train/ Four-Wheeler double container	Rs. 50 per KM

Manager to Jr. Manager (E2 to E4)	3000Kg	Rs. 25 per KM
Executive/Sr. Executive (E0 & E1)	2500Kg	Rs. 25 per KM
Non-Executive including MTS	2000 Kg	Rs. 25 per KM

Note-(1) The rates will further rise by 25% whenever DA increases by 50%.

Note-(2) The monetary ceiling would be inclusive of all levies and taxes, which may be imposed by any authority on account of transportation of personal effects by road. Any claim for reimbursement of expenses must be supported with the bills/ vouchers / tax payment receipts etc.

(ii) **Time limit:** Personal effects may be transported within six months from the date of joining at new place of posting.

8. Transportation of vehicle

i) An employee shall be entitled to reimbursement of transportation cost of vehicles as follows:-

ii)

Level	Reimbursement
AM and above	01 motor car etc or 01 motor cycle/scooter
Below AM	01 motor cycle/scooter/moped/bicycle

iii) An employee shall be entitled to reimbursement of expenses for transportation of his/her personal vehicle by train/road at the rates given below:-

Between Places connected by Rail	Between Places not connected by Rail
If transported by goods train, actual cost of packing and freight between two stations Or If transported by passenger train, actual freight charges by the Railways Or	Same rates as for Road mileage indicated in Rule – 5 (c) above.

If transported by road carrier service providers, actual cost or freight admissible had the vehicle been transported by passenger train or whichever is less. This will only include the transportation cost inclusive of taxes as applicable, excluding the cost and taxes applied upon packing, loading/unloading, insurance charges etc.	
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- iv) **Time Limit:** Personal vehicle may be transported within six months from the date of joining at new place of posting.

9. Composite Transfer Grant

- (i) Composite Transfer Grant will be admissible to employees who are transferred from one station to the other. This is intended to cover all incidental expenditure such as packing, loading/unloading, insurance charges etc. in upsetting/shifting establishment at the old station and setting it up at new station.

(ii) Quantum of Composite Transfer Grant

If there is a change of residence as a result of transfer and the employee has been transferred to an outstation (see Note 1 below) beyond a distance of 20 KMs , payment of Composite Transfer Grant will be regulated as under:-

Category	CTG (for 20kms. or more)
(1)	(2)
Employees	80% of One month's Basic pay (exclusive of NPA, MSP, etc)

Note-(1) The term Same Station means area falling within the jurisdiction of the Municipality or Corporation including such of sub-urban Municipality notified area or cantonment as are contiguous to the same Municipality. For example, an employee transferred from Ghaziabad, Sonapat, Gurgaon, Faridabad, Noida etc. to Delhi and vice versa, shall be treated as transferred within the same station and they will be granted Composite Transfer Grant only at the rate of one-third of one month's Basic Pay.

Note-(2) No Daily Allowance or road mileage allowance for the journey on transfer is Permissible.

In the case of transfer to an outstation within 20 kms. of the old headquarters, Composite Transfer Grant shall be granted at the rate

of one-third of one month's basic pay, provided there is a change of residence, as a result of transfer.

- (iii) **Time limit:** The composite transfer grant should be claimed within a period of 6 months from the date the employee take charge of the new post. However, in case of any delay in submitting the claim of the CTG within the prescribed period, MD or any authority to whom this power is delegated by him, is empowered to condone the delay, for reasons to be recorded in writing.
- (iv) **Terms and Conditions of grant of Composite Transfer Grant (CTG):**
 - a) Composite Transfer Grant will not be admissible if there is no change in the residence of the employee as a result of transfer.
 - b) Composite Transfer Grant will not be admissible in case of a temporary transfer not exceeding 180 days.
 - c) Composite Transfer Grant will not be admissible if the transfer/mutual transfer has been ordered at the request of an employee.
 - d) The Composite Transfer Grant shall not be treated as income for the purpose of Computation of Income Tax being a part of Travelling Allowance admissible to the employee on transfer.
 - e) The payment of Composite Transfer Grant need not be linked with the vacation of Company Leased Accommodation provided at the old headquarters. The Grant will be payable if the employee makes some temporary arrangement for residence at his/her new headquarters.
 - v) For claiming Transfer Grant, an employee is required to submit documentary proof of his having performed the journey, etc.

10. **Deputationist from Railways and other Government Departments/ PSUs**

- i) In the case of Officials on deputation to DFCCIL from Railways or other Government Departments/ PSUs, they will be eligible for transfer benefits and the CTG benefits at the time of joining/repatriation at the rates prescribed by their parent department.
- ii) The procedure of claiming transfer benefits and Composite Transfer Grant (CTG) for Deputationists on initial joining and repatriation will be as per **Annexure 'A'**.

11. **Advance on transfer**

- a) DFCCIL employees can avail the facility of advance not exceeding one month's basic pay from the project/unit from which they are transferred, if he/she applies for it. However, the final claim would be

settled by the project / unit where the employee has been transferred only on joining at the new place of posting.

- b) The advance will be interest free and the amount of Advance on transfer should be recorded in the Last Pay Certificate of the transferred employee.

12. Joining Time on Transfer

- a) In the case involving transfer from one station to another and also involving change of residence, the employee shall be allowed joining time with reference to the distance between the old headquarters and new headquarters by direct route and ordinary mode of travel as indicated below:-

Distance between Old and New Headquarter	Joining Time admissible
Upto 1000 Kms	10 days
More than 1000 and upto 2000 Kms	12 days
More than 2000 Kms	15 days

Note-(1) In case of travel by air maximum joining time will be 12 days.

Note-(2) The period of joining time shall include the period spent on journeys.

Note-(3) The joining time shall commence from the date of relinquishment of charge of the old post if charge is made over in the forenoon, or the following day if the charge is made over in the afternoon.

- b) When holidays follow joining time, the normal joining time may be deemed to have been extended to cover such holidays. In other words, when holidays fall immediately on expiry of the permissible joining time, the period of joining time shall stand extended to cover the holidays.
- c) Leave in lieu of joining time: when an employee joins the new post without availing of the full joining time, the number of days of joining time as admissible reduced by the number of days actually availed of shall be credited to his leave account as earned leave/LAP. The credit of joining time to the leave will be subject to usual restriction on accumulation of Earned Leave/LAP in the leave account.
- d) No joining time is admissible in case of temporary transfer. Only the actual journey time will be allowed.
- e) Not more than one day joining time shall be admissible if the new headquarters and old headquarters are at the same station.

13. **Daily Allowance on Temporary Transfer**

The cases of transfer not exceeding the period of 180 days will be treated as on tour/temporary Transfer. The Daily allowance is admissible during temporary transfer as follows:

- First 180 days : a) Full Daily Allowance.

Note–(1) Transfer effective for more than 180 days will deemed to be permanent transfer.

14. **Entitlement on Superannuation**

- a) The Composite Transfer Grant shall be paid at the rate of 80% of the last month's pay to the retiring employee who wishes to settle down at the last station of duty or other than last station of duty after retirement, subject to the condition that change of residence is actually involved (irrespective of distance).

The employee has to submit a Self-declaration Certificate regarding change of residence in prescribed format enclosed as **Annexure – B**.

In case of settlement to and from the Island territories of Andaman, Nicobar & Lakshadweep, CTG shall be paid 100% of last month's basic pay.

(Circular No. 38/2023 dated 10.10.2023)

- b) The claim shall be availed by the employee within ONE year from the date of Superannuation.
- c) No advance is permissible in such cases.
- d) No claim for Composite Transfer Grant will be entertained until and unless the retired employee vacates the leased accommodation allotted to him and has actually performed the journey/transported his personal effects finally and has submitted the necessary documentary proof thereof.

15. **Entitlement to the family of Deceased employee:**

In the case of employee who dies while in service, his/her family will be entitled for the same travel benefits including Composite Transfer Grant as applicable in the case of employees on Superannuation as per Rule 14. In such cases the criteria of minimum qualifying service period of five (5) years in DFCCIL will not apply.

16. **Entitlement at the time of initial joining or on absorption:**

- a) **Fresh Open Market Recruitment:** A person at the time of initial joining on appointment in the Company will be entitled for reimbursement of travel expenses from the place of his residence to the place of joining within India as per his/her entitlement.

- b) **Appointed on tenure:** A person joining the Company on tenure basis will be entitled to travel expenses and cost of transportation of personal effects from the place of last residence to the place of new residence within India as applicable on transfer subject to the condition that he/she has not claimed the travel benefits from his/her Previous Organization.
- c) **Appointed on absorption:** In the case of a person joining the Company on Immediate absorption, he/she will be entitled to travel expenses and cost of transportation of personal effects from the place of last residence to the place of new residence within India as applicable on transfer subject to the condition that he/she has not claimed the travel benefits from his/her previous Organization.

17. Sanctioning Authority:

The Authority for sanctioning the claims of Travel Entitlement, Hotel Charges, Transportation of Personal Effects & Vehicle and Composite Transfer Grant of employees, deputationists etc. will be as under:

Particulars	Sanctioning Authority	Sanctioning Authority (If bills are submitted after the prescribed time limits)
Employees working in Field units	CGM	GM/HR
CGMs	AGM/HR	GM/HR
Corporate Office Employees	AGM/HR	GM/HR

Note–(1) The reimbursement may be claimed by presentation of supporting bills in original as per the entitlement in terms of the Rules of the Company as amended from time to time.

18. General Rules

- a) Transfer Benefits in cases, where both husband and wife are in Government service and are transferred within 60 days of his/her transfer from the same place to the same place, shall not be admissible to the spouse transferred later. In cases where the transfer takes place within six months, but after 60 days of the transfer of the spouse, fifty per cent of the Transfer Grant on transfer shall be allowed to the spouse transferred later. No transfer grant shall be admissible to the spouse transferred later, in case both the transfers are ordered within 60 days. The existing provisions shall continue to be applicable in case of transfer after a period of six months or more.
- b) No transfer benefits will be allowed in case of own request transfer/mutual transfers.

- c) If any variation / error is found in the claim relating to travel benefits including CTG, at a later stage, necessary correction will be made and overpayment, if any, will be recovered from the employee's salary or the settlement dues.
- d) The official submitting a wrong claim will also be liable to be taken up under the relevant Conduct & Disciplinary rules.

19. **Interpretations**

In case of any doubt or dispute regarding interpretation of these rules, the decision of Managing Director shall be final.

(Circular No. 49/2018 dated 28.09.2018)

Annexure-'A'**Procedure of claiming transfer benefits and Composite Transfer Grant "CTG" for Deputationists on initial joining and repatriation**

- A) **For deputationists from Railways:-** They shall be governed by the TA rules —VIIth CPC as circulated and amended by the Ministry of Railways from time to time.
- i) The deputationists from Railways upon joining DFCCIL will submit his/her claim in the prescribed format to the Controlling Officer/Project Head. The details of transportation of household effects and the availing or otherwise of VPU (with or without car) should also be mentioned in the form to decide the percentage of CTG admissible.
 - ii) In case Railway employees avail the facility of Kit Pass/VPU for transfer of the impersonal effects/conveyance, the rate of CTG will be governed by the instructions issued by the Ministry of Railways from time to time.
 - iii) The composite transfer grant should be claimed within a period of six months. Further, guidelines as per Para-9(iii) shall be applicable.
 - iv) The sanctioning authority shall be defined in para-17 of these Rules.
 - v) The details of CTG claim/payment made to the officer will be referred by the HR Department in Corporate Office/HR coordinator in Units, as the case may be, to the concerned Railway for necessary confirmation with the request to point out any variation/error to the Unit/Corporate Office within 60 days.
 - vi) If any variation/error is found at a later stage, necessary correction will be made and over payment, if any, will be recovered from the officer's salary or the settlement dues. The official raising a wrong claim will also be liable to be taken up under the relevant Conduct & Disciplinary rules.
 - vii) CTG claims of officers repatriated back to the Railways will be settled only after approval from the concerned Railway is received.
 - viii) In case a deputationist is paid CTG on joining but later on gets absorbed in DFCCIL then he/ she will not be entitled for the CTG again at the time of absorption.

B) **For deputationists from other Government Departments and PSUs**

- a) The deputationists upon joining the project office will submit his/her claim, duly forwarded by his/her controlling officer, to the Project Head.
- b) The Project Head after assessing eligibility, forward the claim of the employee, to the concerned lending organization, for getting their approval for payment.
- c) On receipt of the requisite approval from the lending organization, Accounts Department of the Project will process the case for a final payment to the employee.

Annexure-B

Self-declaration Certificate for Change of Residence for claiming Composite Transfer Grant (CTG) on Retirement

(Annexure to Circular No. 38/2023 dated 10.10.2023)

I, (Name of the employee) hereby declare and certify that:

1. I have changed my residence from.....tofor settlement on my retirement
2. In case the above declaration given by me is not found true at any stage, I shall be liable to disciplinary action under DFCCIL Conduct, Discipline & Appeal Rules as amended from time to time, and to refund the sum along with penal interest thereon to the company.

(Signature)

Name of the Retired Employee.....

Employee Code.....

Designation/ Department.....

Last Place of Posting.....

Address and Contact Details.....

To

CGMs/GM-Co-ord. (Field Units)

GM/HR (in case of CO.)

Chapter-IX

Company Lease & Residential Accommodation Rules

1. Short Title and commencement

These Rules may be called DFCCIL Company Lease & Residential Accommodation Rules.

2. Extent of Application

- (a) The scheme of company lease shall be applicable only to the Regular Employees and the Employees on deputation, who are working in DFCCIL as Executive and above (E0 and above) and for Jr. Executives (N5-N7) posted at X-Class cities, as per the instructions issued from time to time. (Circular No 18/2024 dated 06.05.2024)
- (b) The scheme of residential accommodation shall be applicable to all the Regular Employees and the Employees on deputation, who are working in DFCCIL and as per instructions issued from time to time.
- (c) These rules shall not apply to Contract employees, Consultants, Trainees and Apprentices, who are governed by the specific terms and conditions of their appointment.
- (d) These rules shall be applicable to the Third Party as well as to the Self-Leased residential accommodations. If an employee takes house on lease belonging to a person who is fully dependent upon that employee as per DFCCIL Medical Rules or his/her Parents, then it will be treated as the case of self-lease and not 3rdParty Lease. (79th meeting of BoD held on 09.11.2021)

3. Procedure for obtaining Company leased accommodation

The lease facility may be availed by the eligible Employees at any place of his/her choice within the country, subject to the base lease rates prescribed as per the applicable rates issued from time to time for X, Y and Z class cities or place of posting, whichever is lower. (79th meeting of BoD held on 09.11.2021)

The existing lease rates (as on 01.07.2024) are as under:

Level of Officers	Revised Monthly rental ceiling for Third party lease accommodation		
	X	Y	Z
MD	111644	-	-
Director	98510	-	-
ED	72316	50793	29395

GGM	66290	46612	27057
GM	58788	41322	23983
AGM	48826	34314	19925
JGM	40095	28288	16357
DGM	39847	28042	16235
Manager	39110	27548	15989
AM	32592	22998	13284
Jr. Manager	30871	21769	12544
Sr. Executive	26442	18694	10822
Executive	17465	12299	7133
Jr. Executive (N7)	15450	-	-
Jr. Executive (N6)	13905	-	-
Jr. Executive (N5)	11974	-	-

(Circular No. 27/2024 dated 03.07.2024)

Lease rates for Jr. Executives (N5-N7 level) are as under-

Categories/Grade	DFCCIL Monthly rental ceiling for Third Party at X class city (In Rs.)
	X
Jr. Executive Grade I -N7	15000
Jr. Executive- Grade II -N6	13500
Jr. Executive Grade III -N5	11625

(Circular No 18/2024 dated 06.05.2024)

- The eligible officials desirous of having company leased accommodation, either from Third Party or on Self Lease basis, shall make an application in the proforma as prescribed at **Annexure-I & II** respectively. For the officials posted in Corporate Office, such application will be addressed to the GGM/GM, HR Department and in the Field Units, such application shall be addressed to the concerned CGM. Lease accommodation in favour of a CGM/ GM-Coordination in the Unit shall be processed and finalized by the concerned CGM/GM-Coordination himself/herself.
- The Third-Party lease agreement shall be executed in the proforma prescribed at **Annexure-III** and the Self lease agreement shall be made in the proforma prescribed at **Annexure-IV** in a stamp paper of adequate value as may be applicable in the state where it is executed. The blank stamp paper of required value will be provided by the company to the concerned employee.

- (c) The application (both for Third Party or Self Lease) shall also be accompanied by the relevant lease agreement in the stamp paper duly filled and signed by the owner of the house, along with proof of ownership of the house, which may be either in the form of a copy of the registration deed or letter of allotment by the authorized Government agencies like DDA, GDA, NOIDA authority, HUDCO, IRWO, Housing Board, Co-operative society, Private Builders or Power of Attorney (POA) accompanied by sale deed and absolute Will in favour of the owner.
- (d) The Lease agreement shall be signed with the owner of the house by the designated HR officer in Corporate Office on behalf of the Company. In the Projects/Field Units, the concerned CGM/ Nominated Officer of the Unit may sign the lease agreement with the owner of the house on behalf of the Company.
- (e) It will be the personal responsibility of the employee concerned as to the amount of lease and no further check will be done. The employee should take care with regard to the amount of lease duly following the canons of Financial Propriety.
- (f) The original documents including the agreement will be uploaded in the employee self-service portal by the concerned Employee and a copy of the same shall be sent to Finance for making necessary payments and House rent recovery (HRR) at the applicable rates from the official.

4. General Conditions governing Lease accommodation:

- (a) The Employees availing the Company leased accommodation shall not be eligible for HRA.
- (b) It shall be the responsibility of employee availing self-lease/third party lease for ensuring all conditions are duly satisfied, while entering into an agreement.
- (c) Whenever the Lease Rent is enhanced by the Company, a fresh lease at enhanced rate, both for third party and self-lease, may be executed after the expiry of the earlier lease agreement.
- (d) Under no circumstances, an employee can enter into a lease agreement at a monthly rent higher than that agreed to by both the parties in the initial lease agreement during the currency of the lease period.
- (e) Lease Agreement (Self and Third Party) shall be executed for a maximum period of 11(eleven) months at a time and shall be effective from the date of possession of the accommodation by the Employee.
- (f) The lease agreement (Self and Third party) cannot be modified if the current lease agreement is in operation. The higher lease entitlement can be only on renewal of the agreement. The lease agreement (Self

and Third party) cannot be unilaterally broken to avail the enhanced lease amount for the same house till the old agreement expires. In case, lease agreement is broken by either party during existing lease tenure, agreement cannot be renewed for the same house till the expiry of lease tenure that was broken.

- (g) Where the current lease agreement is more than the entitlement of the employee resulting in excess amount being recovered from the salary, in such cases, when employees become eligible for higher lease amount on event of promotion/redesignation, recovery shall be adjusted as per the eligibility to the post he is promoted/redesignated.
- (h) No sub-letting of the company leased accommodation shall be allowed. The term "subletting" would mean sharing of the accommodation by the employee otherwise than with 'close relations'. The following are to be treated as 'close relations' for this purpose:
 - i. Father, Mother, Brothers, Sisters, Grandfather and Grandmother and Grandsons and Granddaughters.
 - ii. Uncles, Aunts, First cousins, Nephews, Nieces, directly related by blood to employee.
 - iii. Father-in-Law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Brother-in-law.
 - iv. Relationship established by legal adoption (not admissible when the relationship ceases by any order of court of law)
- (i) The company shall have the right to inspect the premises to ensure the appropriate use of such accommodation and may terminate the lease with or without notice, if it is satisfied that the accommodation has been put to inappropriate use, apart from the employee himself/herself being liable for disciplinary action.
- (j) While vacating the lease accommodation, the concerned employee shall furnish a "No Demand Certificate" from the owner of the house as in the proforma prescribed at **Annexure-V**.
- (k) In case there is overpayment to the Lessor for reasons attributable to the Employee, he/she will make good the loss to the Company for such over payment.
- (l) In respect of retention of government/ railway accommodation, the amount of rental ceiling on the basis of entitlement of the employee will be remitted to the concerned Railway unit/department as per the rates prescribed.
- (m) Tax on housing perquisite value for third party/self-lease accommodation will be borne by DFCCIL at applicable rates; and
- (n) Tax on housing perquisite on Railway/Government Accommodation will be borne by DFCCIL at applicable rates for such employees.

- (o) Where the accommodation provided to the employee is owned by the employer.

S. No.	Cities having population as per 2001 census	Perquisite
1	Exceeds 25 lacs	15%
2	Exceeds 10 lacs but does not exceed 25 lacs	10%
3	For other places	7.5%

Tax on housing perquisite on DFCCIL Accommodation will be borne by DFCCIL at applicable rates for such employees. (BoD 79th meeting held on 09.11.2021)

5. Rental Ceilings on Lease accommodation

- (a) Entitlement of Lease Third party for various Level of employees will be as per the latest circular issued by HR, with the approval of Competent Authority.
- (b) Lease rate shall be revised to the extent of an increase of @3% annually on 1st July.
- (c) Base rate shall be enhanced to the extent of 25% for main areas of Delhi (A, B & C categories as per Delhi Govt. notification).
- (d) In case an employee takes a house on lease in excess of his/her entitlement, the employee shall give an undertaking to pay the excess of admissible lease rent in addition to HRR (House Rent Recovery) from his/her monthly salary, to be deducted at the time of monthly salary payments. Where the current lease agreement is more than the entitlement of the employee resulting in excess amount being recovered from the salary, in such cases, when employees become eligible for higher lease amount on event of promotion/re-designation, recovery shall be adjusted as per the eligibility to the post he is promoted/re-designated.

(Circular No. 11/2022 dated 30.03.2022)

- (e) In case of self-lease no excess amount may be allowed beyond the ceiling limit. However, the employees may be permitted to revise the self-lease agreement at any time even before expiry of validity of original agreement.
- (f) In Case of Self Lease Monthly ceiling limit at various places/cities based on stay/posting (whichever is lower) will be as under: -

Grade	For X City	For Y City	For Z City	HRA Recovery
All Employees (E0 and above and Jr. executives posted at X class cities)	HRA as applicable plus 3% of the Basic Pay rounded to Rs. 100.	HRA as applicable plus 3% of the Basic Pay rounded to Rs. 100.	HRA as applicable plus 3% of the Basic Pay rounded to Rs. 100.	1% of the Basic Pay

If an employee takes house on lease belonging to a person who is fully dependent upon that employee as per DFCCIL Medical Rules or his/her Parents, then it will be treated as the case of self-lease and not 3rd Party Lease. (BoD 79th meeting held on 09.11.2021).

6. **Rent Recovery**

House Rent Recovery (HRR) from the employees for the third party leased accommodation/self-lease accommodation will be @ 1% of the Basic Pay. House Rent Recovery (HRR) for DFCCIL staff quarters and Government/ Railway accommodation will be made at the standard rate (prescribed flat rate of license fee which is recoverable on basis of plinth area), as per policy guidelines issued by HR from time to time with the approval of Competent Authority. Rates prescribed vide HR's order dated 24.06.2020 are placed at **Annexure-VI**. (BoD 79th meeting held on 09.11.2021).

7. **Allotment of Quarters to DFCCIL Employees**

Entitlement of the employees for the DFCCIL Quarters as well as procedure of allotment of quarters will be as per the policy guidelines issued by from time to time with the approval of Competent Authority.

8. **Brokerage Charges and Advance Deposit:**

- (a) If the accommodation from a third party is arranged through a broker, the company may pay brokerage charges directly to the broker. The Brokerage charges admissible shall be up to a maximum of one month's rental once in two years, subject to the condition that change in residence is due to the reasons other than personal or expiry of existing lease period.

In this connection, it is clarified that the brokerage charges will be limited to one month's lease entitlement of the officer and excess, if any, claimed by the broker shall be recovered from the employee.

(Circular No. 11/2022 dated 30.03.2022)

- (b) In the case of Third-Party accommodation, an advance equal to three (3) months rental may be paid directly to the house owner. However, such an advance shall be treated as an advance to the House Owner and a separate Advance Ledger against house owner shall be maintained, which will be cleared on refund of the amount by the house owner or the officer or adjusted against the monthly lease payments made to the House Owner as per the conditions of the lease agreement.
- (c) Brokerage charges and Advance deposit shall not be payable in the case of Self Lease.

9. Retention of Company lease/Government/Railway accommodation

- (a) In case of transfer (From one CGM unit to other CGM unit/Corporate Office and vice versa) or transfers within units–
 - i. In the event of transfer from one unit to another or within unit, employee can retain the lease accommodation at the previous place for the full period with same lease entitlement. The words “full period” means the period of lease agreement.
 - ii. In case of DFCCIL Accommodation, employee can retain accommodation at the previous place for 2 months/scholastic session (where children are studying) whichever is later.
 - iii. The permission to retain lease accommodation shall be based on employee’s application and approval of Competent Authority.
- (b) Repatriation-Period of retention of DFCCIL Accommodation/leased Accommodation will be two months.
- (c) Retirement-Period of retention will be two months for DFCCIL Accommodation/leased accommodation. The Rates for leased accommodation will as per the rate of last lease entitlement.
- (d) Death-Period of retention will be four months for DFCCIL Accommodation/leased Accommodation. The Rates for leased accommodation will be as per the rate of last lease entitlement.

10. Amendments and Interpretations

- (a) The Rates prescribed for rental Ceilings as well as House Rent Recovery will be revised from time to time by HR up to the limit approved by BoD. Revision of Rates for rental ceilings as well as House Rent Recovery other than the limit prescribed and approved by BoD will require approval of NRC & BoD.
- (b) Where any doubt arises to the interpretation of these Rules, it shall be referred to the HR/Corporate Office for a decision by the Competent Authority (MD), which shall be final. Further, any interpretation having financial implications should be referred to HQ/Finance through HQ/HR department only.

The Company may amend, delete or add to these rules, from time to time with the approval of MD, and all such amendments, deletion or additions shall take effect from the date stated therein. *(BoD 79th meeting held on 09.11.2021)*

Annexure-I

Application for Company Leased Accommodation from Third Party basis.

To,**The CGM/GGM/GM Corp. Office/Field Unit**

01. Name and Designation of the Officer : _____
02. Employee Code : _____
03. CDA Pay & Grade Pay or IDA Pay Scale : _____
04. Are you a Regular officer or a Deputationist : _____
05. Deputation tenure upto : _____
06. Tenure of existing lease : _____
07. Amount of lease (i) Eligible : _____
- (ii) Claimed : _____
- (iii) Previous Lease Amount : _____
08. House owner's Name, Address & Tele. : _____
- _____
- _____
09. Full address of the House to be leased : _____
- _____
- _____
- i) Relationship with owner, if any: : _____
10. Whether proof of ownership of house enclosed : _____
11. Monthly house rent claimed by the owner : _____
12. Whether advance deposit is to be paid to the owner : _____
- (If yes, mention the amount)
13. Whether the house is arranged through a broker: _____
- (If yes, mention the Name of broker & the amount of brokerage to be paid)
14. The period for which leased accommodation is proposed to be taken.
From _____ to _____

(Column-09 & 10 are relevant only in case of leased accommodation from Third Party)

'I understand that normally the company shall enter into the lease agreement with the owner only within the amount of lease rent admissible to me as per

rule. Since I am taking the above house on lease in excess of my entitlement, I request that the company may execute the lease agreement for the rent indicated in Para-8 above and I authorize the company to deduct from my salary the amount in excess of the admissible lease rent.'

'I understand that in case my spouse whether residing with me or not or parent/son/daughter residing with me and working in the Central/State Govt., Autonomous bodies, Public Undertaking or Semi-Govt. organisations such as Municipality, Port Trust, Nationalized Banks, LIC of India, etc. at the same station where the lease accommodation is provided by DFCCIL, HRA will not be admissible to my spouse/parent/son/daughter. Further, I declare that my working spouse and parent/son/daughter residing with me has not been allotted accommodation (including leased) by his/her employer at the same station.

That I will not claim lease beyond my deputation period/tenure.

Signature:_____

Name & Designation:_____

Date:_____

(Controlling Officer)

Forwarded by

Papers checked & found in orders, he is eligible for Rs...../- monthly lease.

HR. Deptt.

Annexure-II

Application for Company Leased Accommodation on Self Lease basis

To,

The CGM/GGM/GM Corp. Office/Field Unit

01. Name : _____
02. Designation of the officer : _____
03. Employee Code : _____
04. CDA Pay & Grade pay/IDAP ay Scale : _____
05. Regular/Deputationist : _____
06. Deputation tenure up to : _____
07. Tenure of existing lease : _____
08. Amount of lease(i)Eligible : _____
- (ii) Claimed : _____
- (iii) Previous Lease Amount : _____
09. House Owner's name, address, Tele : _____
- _____
- _____
10. Full address of the House Leased : _____
11. Proof of ownership enclosed : Yes/No
12. Area in Square feet : _____
13. Accommodation is proposed to be taken from _____to _____
14. I here by certify the following:
- That the rent of the **unfurnished** house/flat for which the lease has been applied is Rs. _____/-(Rupees _____)
 - That the rent certified is based on prevalent market rates.
 - That the certified lease is not additional source of income to me.
 - That if the lease claimed by me is found to be in excess of my entitlement, I under take to refund the difference of amount to DFCCIL.
 - That the premises for which I am claiming the rent is in accordance with the approved plan by the concerned agency/authority.
 - That I will not claim lease beyond my deputation period/tenure.

I understand that in case my spouse whether residing with me or not or parent/son/daughter residing with me and working in the Central/State Government, Autonomous bodies, Public Undertaking or Semi-Government organizations such as Municipality, Port Trust, Nationalized Banks, LIC of India, etc. at the same station where the lease accommodation is provided by DFCCIL, HRA will not be admissible to my spouse/parent/son/daughter. Further, I declare that my working spouse and parent/son/daughter residing with me has not been allotted accommodation (including leased) by his/her employer at the same station.

Signature: _____

Name & Designation: _____

Date: _____

(Controlling Officer)

Forwarded by

Tick mark the document enclosed:

- (i) Letter of consent from the owner of the house
- (ii) Drawing of the house with details of rooms, veranda, balconies, etc
- (iii) Proof of ownership of the house by the owner, which may be either of the following:
 - () Copy of the registration deed, or
 - () Letter of allotment by the authorized Govt. agencies like DDA, GDS, HUDCO, NOIDA Authority, Housing Board, Co-operative Society, IRWO, etc, or
 - () Power of Attorney accompanied by sale deed and absolute Will in favour of the owner.

Officer dealing:

Lease Date:

Papers checked & found in orders, he is eligible for Rs _____/-monthly lease.

HR. Dept.

Annexure-III

Company Leased Accommodation Agreement (From Third Party)

This Agreement of Lease is made at.....on thisDay of, between Shri/Smt.....Son/Daughter of Shri/Smt.....and resident of, hereinafter referred to as the LESSOR (which expression shall mean and include his heirs, successors, assignees, nominees and legal representatives) and Dedicated Freight Corridor Corporation of India Limited (DFCCIL), through its representative Mr./Ms....., address... .., hereinafter referred to as the LESSEE.

WHEREAS, the LESSOR Shri/Smt..... is the owner of the premises known as..... The LESSOR hereby agrees to lease out to the LESSEE his/her above said accommodation consisting of.....Bed Rooms,Dining Rooms,.....Drawing Rooms,Kitchen... .., Bathroom & Toilets, etc with a total covered area of aboutSq. Feet and Open area of.....Sq. Feet, together with all Electrical and Sanitary fittings and fixtures, under the following terms and conditions:-

1. The LESSEE agrees to pay the LESSOR a monthly rent of Rs....only (Rupees... ..only) by 10th of every month.
2. The Lease is for a period of.....months commencing from.....to.....and for exclusive residential use of LESSEE's official Mr./Ms....., working as.....in DFCCIL, along with his/her family.
3. The Lease may be terminated during the currency of Lease Agreement by giving one month's notice on either side.
4. All taxes payable to the Municipality or any other authority shall be paid by the LESSOR at his own cost.
5. 'Major Repairs' of the house shall be done by the LESSOR at his own cost. 'Major Repairs' shall mean any structural and other damages not relating to normal wear and tear caused by normal usage of a house. It includes items like plumbing complaints of leaking washers, choked exhausts/drains (if not related to a structural faults), electrical fuses, bulbs, switch/plug, etc. and other such items.
6. The Water and Electricity charges shall be paid by the LESSEE residing in the premises.
7. The LESSEE shall be liable to pay breakage, damages to sanitary and electrical fittings, etc during the lease period.

8. The LESSEE shall not make any structural additions or alterations without the written consent of the LESSOR.
9. The LESSEE shall not sublet the premises other than to 'close relations' as defined in Rule-4 (h) of the DFCCIL Lease Rules.
10. The LESSEE shall give vacant and peaceful possession of the premises on expiry/termination of the Lease.
11. The LESSEE shall pay an advance of Rs.....to the LESSOR as Security Deposit, which shall be promptly returned to the LESSEE at the time of vacation of premises.
12. Under no circumstances, Security Deposit on third party lease may be allowed unless requested by the Landlord in his consent letter.

(Letter No. HQ/HR/Misc./2023 dated 11.07.2023)

IN WITNESS WHEREOF, the parties have set and subscribe their hands in the presence of the witnesses mentioned herein below:

Signature:	Signature:
Shri./Smt:	Mr./Ms.
(LESSOR)	Dedicated Freight Corridor Corporation of India Ltd. (LESSEE)

WITNESSES:

1.....

2.....

Annexure-IV

Company Leased Accommodation Agreement (On Self Lease)

This Agreement of Lease is made at.....on thisDay of....., between Shri/Smt.....Son/Daughter of Shri/Smt. and resident of....., hereinafter referred to as the LESSOR (which expression shall mean and include his heirs, successors, assignees, nominees and legal representatives) and Dedicated Freight Corridor Corporation of India Limited (DFCCIL), through its representative Mr./Ms....., address....., hereinafter referred to as the LESSEE.

WHEREAS, the LESSOR Shri./Smt.....is the owner of the premises known as..... The LESSOR hereby agrees to lease out to the LESSEE his/her above said accommodation consisting of.....Bed Rooms,Dining Rooms,.....Drawing Rooms,Kitchen... .., Bathroom & Toilets, etc with a total covered area of aboutSq. Feet and Open area of.....Sq. Feet, together with all Electrical and Sanitary fittings and fixtures, under the following terms and conditions:-

1. The LESSEE agrees to pay the LESSOR a monthly rent of Rs....only (Rupees..... only) by 10th of every month.
2. The Lease is for a period of..... months commencing from.....to..... and for exclusive residential use of LESSEE's official Mr./Ms....., working as in DFCCIL, along with his/her family.
3. The Lease may be terminated during the currency of Lease Agreement by giving one month's notice on either side.
4. All taxes payable to the Municipality or any other authority shall be paid by the LESSOR at his own cost.
5. 'Major Repairs' of the house shall be done by the LESSOR at his own cost. 'Major Repairs' shall mean any structural and other damages not relating to normal wear and tear caused by normal usage of a house. It includes items like plumbing complaints of leaking washers, choked exhausts/drains (if not related to a structural faults), electrical fuses, bulbs, switch/plug, etc. and other such items.
6. The Water and Electricity charges shall be paid by the LESSEE residing in the premises.
7. The LESSEE shall be liable to pay breakage, damages to sanitary and electrical fittings, etc. during the lease period.
8. The LESSEE shall not sublet the premises other than to 'close relations' as defined in Rule-4 (h) of the DFCCIL lease rules.

IN WITNESS WHEREOF, the parties have set and subscribe their hands in the presence of the witnesses mentioned herein below:

Signature:	Signature:
Shri./Smt:	Mr./Ms.
(LESSOR)	Dedicated Freight Corridor Corporation of India Ltd. (LESSEE)

WITNESSES:

1.....

2.....

Annexure-V**NO DEMAND CERTIFICATE**

(Applicable in case of Third Party Lease. To be obtained from the house owner while vacating the house)

I,....., presently working as.....have handed over vacant possession of the Flat No....., to Shri./Smt....., along with fittings/fixtures, etc. to the satisfaction of the owner. No dues are payable to the owner.

Signature & Date:	Signature & Date:
Name:	Name:
(House Owner)	(Executive of DFCCIL)

Copy to:

01. HR, Corp.Office/Field Unit

02. Finance, Corp.Office/Field Unit

Annexure-VI

Standard Rates of License Fee		
Type	Slab of Plinth Area	Revised rates w.e.f 01.09.2019 (in Rs.)
1	Upto 25 Sqm	116
	25-30 Sqm	145
	30-35 Sqm	176
	Above 35 Sqm	191
2	Upto 45 Sqm	231
	45-50 Sqm	271
	50-55 Sqm	295
	Above 55 Sqm	319
3	Upto 60 Sqm	408
	60-65 Sqm	448
	65-70 Sqm	480
	Above 70 Sqm	510
4	Upto 80 Sqm	600
	80-90 Sqm	670
	90-100 Sqm	743
	100-120 Sqm	879
	Above 120 sqm	1118
5	Upto 150 Sqm	1646
	150-200 Sqm	2068
	200-250 Sqm	2924
	250-300 Sqm	3339
	300-350 sqm	4122
	Above 350 Sqm	4951

For servant quarters and garages allotted, following flat rates may be recovered as under: -

Quarters

Servant Quarter	111
Garages	80

Note

The rate of standard rent will be revised by 10% on 1st July every year (rounded off to next whole rupee). The rate of standard rent will be applicable with effect from 01.09.2019, the date on which Perks and Allowances have been revised.

Chapter-X

Leave Travel Concession Rules

1. **Short title & Objective:**

- (a) These Rules shall be called the "DFCCIL (Leave Travel Concession) Rules".
- (b) These Rules are meant to provide financial assistance to employees of DFCCIL in meeting the expenses of travel involved while availing of rest and recreation with their family away from their headquarters at their Home Town or elsewhere periodically.

2. **Scope and Applicability:**

(a) **These Rules shall apply to:**

- (i) Full time functional directors of the company
- (ii) All regular employees of the Company with at least one year of continuous service in the company on the date of journey.
- (iii) The deputationists from Central/State Government, Railways and other Public Sector Undertakings on permanent absorption in the company. The LTC facility will be in addition to the facility of post-retirement complementary Railway passes or such facilities from previous employer. The deputationists on their permanent absorption in DFCCIL will be entitled for LTC without the condition of one year continuous service thereafter.
- (iv) The employees from Central/State Government (except railway employees) and other Public Sector Undertakings working in the Company on deputation terms shall be eligible for LTC facility as per the rules in parent organization and the costs will be borne by the company on certification by the concerned organization.

(b) **These Rules shall not be applicable to:**

- (i) Casual or daily rated employees.
- (ii) Persons engaged on contract basis including retired employees re-engaged as consultant.
- (iii) Persons not in the whole time employment of the company, including outsource persons,
- (iv) Persons who are eligible for any other form of travel concession from their parent organization as a part of service conditions.

3. Definitions:

- (a) "Competent Authority" means Managing Director, Director or any other officer of the company, having delegation of powers.
- (b) 'Family' means:
 - (i) Employee's Spouse.
 - (ii) Two surviving unmarried children / step children / adopted children wholly dependent upon the employee, whether residing with the employee or not.

Explanation:

The restriction of the concession to only two surviving children or step children shall not be applicable in respect of (i) those employees who already have more than two children prior to the coming into force of this restriction i.e. 20.10.1997; (ii) children born within one year of coming into force of this restriction; (iii) where the number of children exceeds two as a result of second child birth resulting in multiple births.

- (iii) Married daughters, who have been divorced, or separated from their husbands, if residing with and wholly dependent upon the employee.
- (iv) Unmarried brothers, unmarried sisters, divorced/separated sisters from husbands or widowed sisters residing with and wholly dependent upon the employee provided their parents are either not alive or are themselves wholly dependent on the employee.
- (v) Parents and/or step parents (step-mother & step-father) wholly dependent upon the employee, irrespective of whether they are residing with the employee or not.
- (c) The "Dependency" will be linked to the minimum family pension prescribed in Central Government and dearness relief thereon. In other words, a member of the family of the employee other than the spouse shall be treated as wholly dependent upon the employee if his/her income from all sources does not exceed the minimum family pension prescribed from time to time + dearness relief thereon.
- (d) All employees are required to give a declaration of dependent family members in the form given in **Annexure-I** at the time of appointment in DFCCIL and changes thereafter, if any, should be intimated to the HR/Corporate Office within one month of such changes.
- (e) "Home Town" shall be the place declared as such by the employee at the time of appointment/absorption in the company, where the employee was or near relations are still residing or where the employee owns immovable property or is a member of a joint family having such property. The declaration of home town shall be given in

the prescribed form as per **Annexure-I**. Such a declaration shall be subject to acceptance by the competent authority. The hometown once declared and accepted by the competent authority shall be treated as final. In exceptional circumstances, the MD may authorize a change in such declaration provided that such a change shall not be made more than once during the entire service of an employee.

- (f) The term 'shortest route' under the scheme means the fare by the shortest direct route irrespective of whether journey was performed by any other route.

4. **General Conditions for grant of LTC:**

- (a) The LTC shall be admissible during any kind of leave including Casual Leave.
- (b) LTC, however, cannot be availed claiming regular leave and resigning without returning to duty.
- (c) Where husband and wife are both DFCCIL employees, option will be available to choose separate home towns and may also claim LTC separately under the rules for their respective families. If either of them avails the facility as a member of the family of other the concession will not be permitted for self independently. The children shall be eligible for the benefit in one particular block as member of the family of one of the parents only.
- (d) An employee under suspension cannot avail of LTC as no leave of any kind is permitted. However, since the employee continues to be in service, the family members shall be entitled to LTC during the period of suspension.

5. **Admissibility and Type of LTC:**

- (a) The LTC to home town shall be admissible irrespective of the distance between the headquarter of the employee and the home town, once in a block of two calendar years. The block year of the employee for the purpose of LTC will be as per the block year prescribed by DoP&T. The current four year block is 2022-25, while two year block is 2022-23 & 2024-25.
- (b) The LTC to any place in India shall be admissible irrespective of the distance of the place of visit from the headquarter of the employee, once in a block of four calendar years.
- (c) The employee and his/her family can avail one All India LTC in exchange of one of the two hometown LTCs in a block of 4 years.
- (d) Thus, in a block of 4 years, an employee, at the maximum can either avail one home town LTC and one All India LTC.

(Clarification Letter dated 17.02.2023 (E.File 13215))

- (e) An employee whose family (spouse, children etc.) lives in home town or unmarried employee having left wholly dependent parents, sisters and minor brothers in home town, may avail of LTC **for self only** to visit the **home town every year**. This concession will be in lieu of all other LTC facilities admissible under this scheme, including the LTC to visit any place in India once in a block of four years.
- (f) **Fresh Recruit:**
 - (i) Fresh recruits from the open market in the company will be allowed LTC to their Home Town along with their family on three occasions in a block of four years and to any place in India on the fourth occasion. Accordingly, the entitlement of new recruits shall be different during the first two blocks of four years (i.e. during their first 8 years of service) as per **(DoPT's O.M.No. 31011/7/2013-Estt. (A-IV) dated 26.09.2014.**
 - (ii) Entitlement of LTC may be carried forward in case of a previously serving in Central/State/PSUs who joins after having submitted Technical Resignation. In case of government employee who resigns within 08 years of his/her appointment and joins DFCCIL after Technical Resignation, the employee shall be treated as a fresh recruit for a period of 08 years from the date of his/her initial appointment under Central/State/PSUs. Thus if a direct recruit joins DFCCIL after serving in previous Government department for 04 years, he will be treated as a fresh recruit for 04 years in the corporation.
- (g) LTC to visit North-East Region), Jammu and Kashmir (J&K) and Andaman and Nicobar Islands (A&N) by Air In lieu of a Home Town will be governed by the instructions/guidelines of DoP&T issued from time to time.

6. **Declaration of place of visit under LTC to any place in India:**

Declaration of place of visit under LTC shall be made in advance to the controlling officer. The declaration may be changed before the commencement of the journey with the approval of controlling officer, but it may not be changed after the commencement of the journey except in exceptional circumstances where it is established that the request for change could not be made before the commencement of the journey owing to circumstances beyond the control of the employee.

7. **LTC in different groups and at different times:**

- (a) An employee and members of family availing of LTC may travel in different groups at different times during a block of two or four years, as the case may be. The concession so availed of will be counted against the block of two years or four years within which the outward

journey by the first group is performed, even if the return journey was performed after the expiry of the block of two years or four years. This will also apply to availing of LTC carried forward in terms of Rule-8.

- (b) During All India LTC, the employee and the family members may travel to different places of their choice at different times during a block of four years.

Note: It is clarified that full reimbursement as per the entitlement of the employee shall be allowed for the journey (s) performed on LTC by the family members from any place in India to Headquarters/place of posting of the employee and back. When such journey is performed from Home Town, the LTC shall be counted against "Home Town" LTC and in case the journey is from any other place in India, then it shall be counted against "Any place in India" LTC.

8. **Carry forward of LTC:-**

- (a) In case, the employee is unable to avail LTC for home town in any particular block of 2 years, the same may be allowed to be carried forward and availed of before the expiry of the first year of the succeeding block of two calendar years.
- (b) Similarly, all India LTC once in a block of four years if not availed of in any block, the same may be allowed to be carried forward and availed of before the expiry of the first year of the succeeding block of four calendar years.
- (c) No Carryover of LTC to the next year is allowed in case of a fresh recruit as he is already entitled to every year LTC. Hence, if a fresh recruit does not avail of LTC facility in any year, his LTC will deem to have lapsed with the end of that year.

9. **Restricted Concession:**

The LTC will be restricted to one may journey only when:

- (a) A dependent son gets employment or a dependent daughter gets married after completion of the outward journey or remains at the outstation for studies or for any other valid reason.
- (b) When the family having completed the outward journey does not intend to complete the return journey.
- (c) The employee's newly married wife coming from Home town to headquarters station or a wife who has been living away from the employee travels to the headquarters station only on the "return" journey.
- (d) A child completes the fare-paying age only at the time of travel on the return journey.

- (e) A child adopted by the employee while on a visit to another station travels to the headquarters.
- (f) When the employee and his/her family travels to home town on his/her proceeding on Leave Preparatory to Retirement or terminal leave or within two months of retirement, provided the LTC is otherwise admissible.

10. LTC to Visit Home Town outside India:

LTC is restricted for visits to places in India only. If the Home Town of an employee is located outside the country, the LTC will be limited to journeys to and from the railway station nearest to the home town/ port of embarkation/ disembarkation in India.

11. Travel Entitlement on LTC:

For travel under the scheme of leave travel concession the entitlement shall be as under:

Level of Officer	Entitlement
By Air mode	
GGMs & above	Economy
GMs/AGMs	Economy
DGM & above	Economy
AM & above	Economy
By Rail (including Rajdhani/Shatabdi)	
DGM & Above	AC-I/Executive Class
Sr. Executive to Manager	AC-II /CC
Below Sr. Executive	1st class/AC-III/CC
By Road	
GM & above	AC Bus/ AC Taxi as per actual
Sr. Executive to AGM	AC Bus/Non-AC Taxi
Below Sr. Executive	Non-AC Public Bus as per actual/Auto rickshaw
By Sea/River Steamer	
AM & above	Highest Class/Deluxe Class
Below AM	Next lower class

Note:

- (i) The entitlement for Air Journey during LTC will be governed by the instructions issued by the Ministry of Finance and DO P&T from time to time.

- (ii) Travel entitlement as above shall be according to the status of the employee on the date of journey. No Daily allowance shall be admissible.
- (iii) Entitlement by Rajdhani/Shatabdi Trains would be applicable in cases where journey is actually undertaken by these trains and not for determining on notional basis when the journey is actually undertaken by some other mode.
- (iv) LTC shall be admissible in respect of journeys by chartered railway coach but the reimbursement of fare shall be restricted to the cost of fare by the shortest /direct route for his entitled class.
- (v) In case a journey is performed by a longer route or in higher than the entitled class, the reimbursement will be calculated by the shortest route as per his entitlement.
- (vi) Where an employee and/ or his family avail(s) of the concessional circular tour tickets offered by the Railways in conjunction with LTC, the fare at the normal rate for the entitled/lower class actually used between headquarters and home town/place of visit by the shortest route shall be reimbursed.
- (vii) In all cases of travel by AC Taxi, Taxi or Auto-rickshaw or Bus, production of fare receipt/tickets is necessary. The word "as per actual" mentioned in the table under Rule-12 (Road Journey) means- the expenditure incurred in actual (as per money receipts/bills), expenditure admissible to distance travelled on the basis of certain rates.
- (viii) Reimbursement shall not cover incidental expenses and expenditure incurred in local journeys.
- (ix) LTC partly by rail and partly by road on tours conducted by ITDC / State Tourism Development Corporations or local bodies would be permissible subject to the condition that the amount of reimbursement will in no case exceed to the rail/bus fare by the shortest/direct route for his entitled class.
- (x) Where an employee or family travels by road, by private car or otherwise, the reimbursement shall be equivalent to what would have been admissible had the journey been performed by the entitled class, or the actual expenses, whichever is less.
- (xi) Journey by air is permissible to non-entitled officers for LTC subject to condition that reimbursement of fare would be restricted to the entitled class by rail. Also, reimbursement at the rates applicable for Rajdhani/Shatabdi express trains is permissible provided the employee is entitled to travel by such trains in such class and the places visited or the portion travelled by air is directly connected by Rajdhani/Shatabdi. In case, the fare paid for the air ticket on LTC is less than the fare being charged for Rajdhani/Shatabdi trains, the reimbursement would be limited to the actual expenditure.

- (xii) Travel by Premium Trains is not permissible on LTC. Hence, the fare charged by the Railways for journeys performed by Premium Trains shall not be reimbursed for the purpose of LTC.
- (xiii) If an employee/his family members are entitled to concessional train fare such as Sr. Citizen, Student concession, children, then in case of air travel, the reimbursement would be restricted to the full train fare in entitled class including Rajdhani/Shatabdi if full air fare has been charged by the airlines¹.
- (xiv) Flexi fare (dynamic) applicable in Rajdhani/Shatabdi/Duronto trains shall be admissible for the journey(s) performed by these trains on LTC. This dynamic fare component shall not be admissible in case where a non-entitled employee travel by air and claims reimbursement for the entitled class of Rajdhani / Shatabdi / Duronto trains.

12. **Grant of advance and adjustments thereof:**

- (a) An employee proposing to avail LTC may draw an advance limited to 90% of the estimated final claim. For this purpose an application in the form specimen at **Annexure-II** shall be submitted to Competent Authority. An employee can draw advance for LTC journey before the proposed date of the outward journey as under:-
 - (i) In case by Rail: 125 days.
 - (ii) By any other mode: 65days

He/she should, however, produce the outward railway tickets within 10 days of the drawal of advance to the competent authority.
- (b) Advance can be separately drawn for self and different groups of family members if traveling separately.
- (c) Advance for both the outward and return journeys will be admissible only if their turn journey is to be completed within prescribed time limit as per mode of travel availed.
- (d) The advance shall be refunded forthwith in one lump sum by the employee if the outward journey is not commenced within prescribed time frame of the drawal of the advance. No request for recovery of the advance in installments shall be entertained.

13. **Interest at penal rate:**

If the conditions to the grant of advance including those relating to the recovery of amount are not complied with fully and / or the rules regulating the grant of these advances have been violated, the interest @ 2 % per month over the interest rate allowed on the Provident Fund balances shall be charged.

14. Reimbursement:

- i. Reimbursement of expenses towards journey shall be allowed as per the entitlements for the shortest direct route on production of original tickets. This scheme shall not cover incidental expenses/local journeys except conveyance charges from residence to station/airport and back.
- ii. For family members of employees of DFCCIL, aged between 5-12 years, the actual rail fare shall be reimbursed for LTC as per the choice of rail tickets purchased by the employees.

15. LTC Claims:

- (a) **Submission of LTC claim:** An employee availing LTC for himself and/or his family should submit his claim for reimbursement in Form **(Annexure-III)** within the prescribed time and along with supporting documents.
- (b) **Time Limit for Submission of LTC Claims:** Where LTC advance is availed, LTC claim is required to be submitted within one month of completion of the return journey and where LTC advance is not availed, LTC claim may be submitted within 2 months of completion of the return journey.
- (c) **Furnishing of Evidence and Certificates:** An employee while submitting LTC claim should produce such evidence (like rail tickets, bus tickets in original, cash receipts, Boarding pass and Air tickets, etc.) as will confirm his and his family members having actually performed the journey. The employee is also required to submit a certificate in the claim form to the effect that the various conditions relating to admissibility of LTC have been complied with.
- (d) **LTC Claim in respect of Spouse:** In case the spouse of an employee is employed in an office other than the DFCCIL which provides LTC facilities and the employee prefers spouse's LTC claim, he shall certify in the claim form that the spouse has not made a claim with his/ her employer for the same journey.
- (e) **Forfeiture of claim:** A claim for reimbursement of expenditure incurred on journey under LTC shall be submitted within the prescribed time limit. Failure to do so will entail forfeiture of the claim and no relaxation shall be permissible in this regard.

16. Disciplinary action for Fraudulent claim of leave travel concession:

- (a) Decision to initiate disciplinary proceeding on the charge of preferring a fraudulent claim of LTC shall debar future LTC till finalization of such disciplinary proceedings.
- (b) Imposition of any of the penalties specified in DFCCIL (Conduct,

Discipline and Appeal) Rules for misuse of LTC facility shall debar the next two sets of the leave travel concession in addition to the sets already withheld during the pendency of the disciplinary proceedings. If the misuse is considered grave enough, more than two sets of LTC may be disallowed with reasons to be recorded in writing. Withholding of sets of LTC will be in addition to the penalty imposed. For this purpose, LTC to home town and to any place in India shall constitute two sets of LTC.

- (c) Full exoneration of the charge of fraudulent claim of LTC shall entitle the concession withheld earlier as additional set(s) in future blocks of years without attracting the provision so lapsing of LTC facility not availed of within the first year of the next block.

This should, however, be done before the normal date of superannuation.

17. Interpretation and Relaxation

In the event of any doubt regarding interpretation of these rules and relaxation of any provisions of these rules in individual cases of hardship, the decision of the MD shall be final and binding. MD shall also have the power to amend, modify, delete any of the provision of these rules, found necessary in future.

Annexure-I

Declaration of Home Town and dependent family members

(Name) Designation Emp. No. _____ Scale of Pay _____ Rate of Pay DOA/Absorption hereby declare that my Home Town for the purpose of LTC is falling within the District _____ of State _____.

I further declare that my spouse and other family members who are wholly dependent* upon me consists of the following members with the relevant particulars shown against each in the table below. Notify the changes, if any, as and when arise.

S. No.	Name of Family members, including self	Sex	Date of Birth	Age	Relationship

*Please refer to Rule 3 (b) & (c) of the DFCCIL (LTC) Rules.

Date:

Signature:

Place:

Designation:

Controlling Officer

Annexure-II**Application Form for Grant of LTC Advance.**

S. No.	Particulars	Details	
1.	Name & Designation of the Applicant (in block letter) / Emp. No.		
2.	Date of Joining DFCCIL.		
3.	Present Pay + Grade pay or present IDA Pay scale		
4.	Nature & period of leave sanctioned		
5.	Particulars of members of 'Family' (Including self) in respect of whom LTC is proposed to be availed.	Name & age	Relationship
6.	a) Name of the place to be visited with the nearest railway station (in block letters)		
	b) "Home Town" as declared under the rule.		
	c) Specifically mention the block for which LTC is to be availed.		
7.	Probable date of commencement of the journey		
8.	Single rail fare / bus fare from the headquarters to home town/ place of visit by shortest route in the entitled mode/class		
9.	Amount of LTC advance required		

A. Certified that:

- I am availing of the concession for the first time during the block years_____.
- The Family members in respect of whose journey(s) the advance is being claimed are entirely dependent upon me.
- That my wife/husband is not an employee of DFCCIL. He/She has not availed of the concession separately.
- That the journey(s) shall be performed by the class of accommodation for which the advance has been drawn.

B. I undertake:

- (a) To refund the advance in full forthwith if the outward journey is not commenced within 30 days of the drawal of advance.
- (b) To refund the Company one half of the advance forthwith where the advance has been drawn for both the outward and return journey and later it becomes clear that the period of absence from headquarters is likely to exceed 90 days.
- (c) To submit the LTC claim along with journey tickets / cash receipts, etc. against the advance drawn within 30 days after the completion of the return journey.

I declare that the particulars furnished above are true and correct to the best of my knowledge. I undertake to return the advance in one lump-sum, in case the outward Journey is not commenced within 30 days of receipt of the advance.

Dated: _____

Signature of the Employee

Controlling Officer

For Official Use

Passed for payment of Rs. _____ against the block year of _____ for the Home Town/All India.

Dealing Officer/ HR**DGM/JGM (HR) (for CO)/Associate HR/ Finance (for units)****GM/ HR/ CGM** (for approval)**Finance/ Finance Head at CGM/ Units** (for payment)

Annexure-III

LTC Claim Form

1.	Name of the employee	
2.	Date of appointment	
3.	Designation/Department	
4.	Employee No	
5.	Basic pay and scale	
6.	Period & nature of leave availed	
7.	(i) Block year during which the concession last availed of	
	(ii) Block years during which the concession now applied for	
8.	Please indicate the type of LTC i.e. Home Town or All India	
9.	Place of visit	

10. Details of journey undertaken (please enclose journey tickets, cash receipts, etc.)

S. No.	Name	Relationship and age	Date of journey	From	To	Distance	Mode	Fare
OUTWARD JOURNEY								
RETURN JOURNEY								

11. Amount of fare claimed as per rules: _____

12. Amount of advance taken, if any: _____

13. Balance amount payable/receivable: _____

Date:

Controlling Officer

Signature of the employee

For Official Use

Passed for payment of Rs. _____ against the block year of _____ for the Home Town/All India.

Dealing Officer/ HR

DGM/JGM (HR) (for CO)/Associate HR/Finance (for units)

GM / HR/CGM (for approval)

Finance/ Finance Head at CGM/ Units (for payment)

Check list for Scrutinizing and processing of LTC claims:

The following points should be kept in view while scrutinizing and processing the LTC claims:

- (i) Whether the employee has completed one year of continuous service on the date of journey.
- (ii) Whether the claim has been preferred within one month / two months of the date of completion of the return journey.
- (iii) Whether the claim is for the journey performed within India.
- (iv) Whether the home town is the permanent home town recorded in the service book or as declared by the employee for this purpose.
- (v) Relationship of the members of the family and age.
- (vi) Whether the employee is entitled to the class of accommodation by which he has travelled.
- (vii) Whether the claim is by the shortest route.
- (viii) Whether the employee has previously intimated before the journey was undertaken.
- (ix) Whether proof of journey i.e. railway tickets /cash receipts/bus tickets, etc. submitted.
- (x) Whether the concession has been availed as per the entitlement in the relevant block year.
- (xi) Whether the advance taken has been adjusted in full or to be recovered/refunded.

Chapter-XI

Loans And Advances

Section-I

Multi-Purpose Advance rules

- i) Multi- Purpose Advance rules for DFCCIL employees are as under:
- a) **Purpose:** The Multi-purpose Advance would provide financial assistance to the employees for their various needs like marriage of self or children, education of self or children, purchase of household appliances including computer, furniture and home furnishing requirement etc. except HBA & Conveyance Advance.
 - b) **Scope:** These rules shall apply only to the regular employees of the company and shall not apply to Deputationists, consultants, or re-employed or those working on daily wages, outsourced manpower or contractual basis.
 - c) **Eligibility:** Regular employees of the company who have completed their probation period (two years) as on date of application for advance will be eligible to be granted advance under these rules. Employees joining DFCCIL on Immediate/permanent absorption shall also be eligible if they have completed 5 years of continuous service, including the service in previous PSU/Govt. department.
 - d) **Source of fund:** A budgetary allocation of Rs. 2.25 crores to start with will be provided by DFCCIL.

Amount of advance: The amount of advance to be sanctioned would be as under:

- (a) Upto Rs. 3.0 lakhs for below Executive level;
- (b) Upto Rs. 3.5 lakhs for Executive to Manager level;
- (c) Upto Rs. 4.0 lakhs for DGM to AGM; and
- (d) Upto Rs. 5.0 lakhs for GMs & above.

The advance sanctioned for payment would be subject to repaying capacity of the employees and budget allocation for multipurpose advance every financial year.

- (i) **Ceiling of Advance:** The advance may be drawn partially in maximum 3 installments. The balance amount remains at the credit of the employee till he utilizes the entire advance. The advance is restricted to 2 times in entire service, subject to repayment of previous advance so drawn and not earlier than expiry of 5 years from the date of drawl of first advance. Subsequent advance will be granted only after full recovery of the previous advance including accrued interest.

- (ii) **Interest:** The rate of interest for Multi-purpose Advance sanctioned under these rules would be 7.5%. The advance shall carry simple interest from the month of payment of advance. The amount of interest shall be calculated on the balance outstanding on the beginning of each month. The advance shall be recovered from the month following the month in which first installment of advance is drawn.

The advance shall be recovered in maximum 84 installments (Principal + interest) from the salary, subject to remaining number of months of service of the employee.

Company reserves the right to change the rate of interest at any time.

- (iii) **Repayment:** The capacity of the applicant to repay the advance shall be worked out before grant of advance in order to ensure that the principal together with interest thereon is fully recovered before the applicant retires from the service.

The total deductions towards all advances should not exceed 50% of the total gross emoluments which does not include statutory/ voluntary deductions and further in any case, total deductions including statutory deductions viz. PF, Income Tax etc. should not be more than 75% of total gross emoluments.

- (iv) **Mode of Payment:** The employee shall have the option of pre-payment of the entire outstanding balance in one installment at any time during the currency of the loan, subject to realization of interest as applicable till that month.
- (v) **Security:** The security shall be obtained in the form of Agreement & Surety Bond. A surety bond from two employees shall be furnished by the applicant who have completed at least 5 years of service and who is a status equal to or higher than that of the applicant before the sanctioned advance or any part thereof is disbursed.

- (vi) **Procedure of sanction:**

- Sanctions will normally be done on first come first served basis by the HR department limited to budget allocation for the year, satisfactory evidence of the purpose of utilization of loan submitted by the employee.
- GM/HR will be the authority for sanction of the advance, subject to availability of funds in the budget.
- Application for Advance shall be made by the employees in the prescribed format as per Annexure-1 hereto.
- Documentary support required along with loan application (Annexure-II).
- Evidence of utilization e.g. in case of purchase of vehicles,

equipment's, fee payment, purchase of furniture/furnishing items, copies of invoices will be submitted within 30 days of drawl of loan, failing which loan should be returned immediately and on any delay, penal interest at 3% will also be charged and advance recovery can be accelerated/made of any dues.

- In case of large number of applicants, HR department reserves the right to prioritize cases to be sanctioned.
- The amount of Multipurpose Advance so granted shall be minus the existing advances other than HBA/Conveyance Advance taken by the employee.

(vii) **Interpretation/Relaxation/Deletion/Modification:**

In case of any doubt or dispute regarding interpretation of these rules, the decision of Managing Director shall be final. He will also have the power to frame rules from time to time and relax/delete/modify/revise, etc. any of the items of the provisions of these rules found necessary to be recorded in writing. The Managing Director, DFCCIL is also empowered to increase the budgetary allocation from time to time. Any substantial/significant change in the Multi-purpose Advance Rules will be informed to Board.

Annexure-I**DFCCIL****Application for Multipurpose Advance**

1. Name of the applicant :
2. Employee Code :
3. Designation :
4. Place of Posting :
5. Present basic pay :
6. Pay Scale :
7. Purpose of advance :
 - (a) Contact No. :
8. (a) Date of appointment :
 - (b) Date of Birth :
 - (c) Date of superannuation :
9. (a) Amount of advance required :
 - (b) Earlier advances, if any, amount of advance & interest accrued thereon (on the date of application) :
10. No. of installments in which the Advance is desired to be repaid :
11. Whether Multipurpose Advance availed earlier with balance Outstanding. :
12. Names & signatures of Sureties

1.	2.
a) Designation	:
b) Basic Pay	:
c) Date of superannuation	:
13. a) Certified that the information furnished above is correct.
 b) Certified that I have read the rules and will abide by them.
 I hereby authorize the company to recover any outstanding amount from my settlement/final dues.

(Signature of Applicant)

Dated:

Certified that particulars given above and the case is recommended. (to be signed by HR Department).

(Note: Papers attached with application should be duly signed by employee).

Annexure-II

Documents to be attached with the Application

1. Photocopy of latest pay slip.
2. For Marriage of self or children - Marriage card/Invitation card & dependent certificate.
3. Education of children – Details of Expenditure from the Institute.
4. Purchase of Electronic appliances including computer & other domestic requirements – Quotation.
5. Furnishing/furniture for House – Estimate.

Section-II

Conveyance Advance

1. Title and Scope:

- 1.1 These rules shall be called "DFCCIL RULES FOR GRANT OF ADVANCE FOR PURCHASE OF CONVEYANCE" and shall be deemed to have come into force from 30.07.2014.
- 1.2 These rules shall apply only to the permanent employees of the company and shall not apply to the employees on deputation or those on contract, engaged as consultant etc.
- 1.3 Employees who have not worked for at least one year as permanent employee in the DFCCIL and have less than three years to serve before superannuation from the date of application will, however, not be entitled for advance.

2. Eligibility:

- 2.1 Permanent employees of DFCCIL will be eligible for grant of advance as indicated below:
 - (i) **Motor Car Advance:** Jr. Manager and above.
(Circular No. 552/2020 dated 07.09.2020)
 - (ii) **Motor Cycle/Scooter/Moped Advance:** All permanent employees of DFCCIL.

3. Sanctioning Authority:

The following will be the sanctioning authority for advance for purchase of conveyance subject to availability of funds and satisfaction of repayment capacity of the employee.

- (a) Director/Incharge of HR/DFCCIL: For car advance.
- (b) GGM/GM (HR)/DFCCIL: For Motor Cycle/Scooter/Moped Advance.

Note:

- (i) No authority shall sanction for himself, but seek the approval of the next higher authority not less than Director as the case may be.
- (ii) Sanction will be subject to compliance with other existing provisions in the Rules relating to conditions of second/subsequent advance, mortgage, insurance, submission of proof of purchase/cash receipt within thirty days etc.
- (iii) The disbursing authority is an authority which disburses salary to the employees.

4. **Amount of Advance:**

The maximum amount that will be advanced for purchase of conveyance in each case will be as follows:

(i) **Motor Car**

15 (fifteen) times the basic pay of the employee, or 90% of the estimated "on the road cost" or Rs. Five Lacs, whichever is less.

(ii) **Motor Cycle/Scooter/Moped**

Rs. 40,000/- or 90% of the estimated "on the road cost", whichever is less.

Note:

Estimated "on the road cost" shall include onetime registration and insurance charges, sales-tax and road tax at the time of purchase but excluding cost of accessories which are not an essential and integral part of the vehicle and on which the purchaser has a choice.

5. **Procedure for Sanction of Advance:**

- (i) Application for advance shall be made in the prescribed form and the advance will be sanctioned by the sanctioning authority after ascertaining the eligibility of the employee and the availability of funds.
- (ii) A copy of the sanction order will be sent by the sanctioning authority to the disbursing authority and the applicant advising him to execute an agreement in the prescribed form.
- (iii) Purchase of vehicle should be completed within thirty days from the date on which the applicant actually draws the advance failing which full amount of advance drawn with interest thereon will have to be refunded to the Company immediately. The sanctioning authority may, however, extend the above time limit for a period not exceeding one month on the merits of the case.
- (iv) As soon as vehicle is purchased and in any case within thirty days from the date of purchase, the applicant will submit to the sanctioning authority a mortgage deed in prescribed form mortgaging the vehicle to DFCCIL. After scrutiny, the sanctioning authority will forward the mortgage deed, duly accepted, to the disbursing authority for safe custody.
- (v) Sanctions that are not utilized within a period of four months from the date of sanction will automatically lapse.
- (vi) Case receipt and agreement form shall be returned to the employees after the advance and interest thereon has been completely recovered.

5.1 An advance for purchase of a conveyance shall not be granted to an employee of the Company who has already purchased the

conveyance and paid for it, unless the conveyance has been purchased within the last three month commencing from the date of advance was applied for and has been paid for by raising a temporary loan. In such case the agreement will have to be executed by the employee in specified format.

6. **Second/Subsequent Advance:**

- 6.1 For second and subsequent advance, the limit would be restricted to the difference between the “estimated on road price” of the vehicle to be purchased and the sale proceeds of the old one left over with the employee of the Company after repayment of the earlier outstanding advance (Principal + Interest), if any, subject to the amount not exceeding the limit prescribed in Rule 4.

Note:

- (a) A second advance will be granted only after 5 years from the date of the first one was granted except in exceptional circumstances at the discretion of the sanctioning authority.
 - (b) In all the above cases, if the ‘actual on road cost’ of the vehicle paid by the employee is less than the amount of advance, he shall refund the balance forthwith.
- 6.2 The number of occasions on which the advance can be granted to an employee shall not exceed 3 each for motor car/motor cycle/scooter/moped during his entire service.
- 6.3 The restriction of five years will not, however, apply when advance has been allowed earlier for the purchase of Moped/Motor cycle/Scooter but it is desired to draw an advance for the purchase of Motor car.

7. **Insurance:**

- i) The vehicle purchased with the advance given by DFCCIL should be comprehensively insured within one month from the date of purchase, and the Insurance Policy should be furnished to the sanctioning authority along with the mortgage deed for verification. The amount for which the vehicle is insured should at no time be less than the outstanding balance of the advance plus interest. The insurance should be renewed from time to time till the full amount of advance, including interest is liquidated.
- ii) The applicant should also furnish to the Insurance Company in prescribed form informing the Insurance Company that DFCCIL has interest in the vehicle. The sanctioning authority will countersign and forward the original to the Insurance Company and obtain the letter’s acknowledgement.

- iii) The employee should produce renewal policies to the sanctioning authority for verification until the advance is fully liquidated.

8. **Mortgage Bond:**

The Mortgage Bond will be executed in a prescribed format in compliance with Rules.

9. **Interest:**

The interest rates on advance sanctioned to the employees for purchase of Motor Car shall be 7.5% and for Motor Cycle/Scooter/Moped shall be 6.5%.

- i) Recoveries on account of simple interest will be made after all the recoveries on account of principal have been completed.
- ii) The total amount of interest due from the employees shall be recovered in the minimum number of monthly installments, the amount of each such installment being not more than the amount of installment by which the principal amount is repaid.
- iii) Provided that the advance together with the interest will be recovered before the date of leaving service in the Company due to retirement or any other reason.

Note: Calculation of interest on outstanding advance – on acceptance of resignation of employees and calculation of settlement dues.

In cases of resignation where the payable settlement dues to the employee are more than the recoverable outstanding dues, then the interest on outstanding conveyance advance will be calculated till the date of relieving of the employee by the projects/corporate office, as the case may be.

However, in case outstanding recoverable dues are more than the payable settlement dues then the interest on outstanding advances will be calculated up to the date of final release of settlement dues.

10. **Repayment of Advance:**

- 1. The advance for purchase of a Motor Car will be recovered in not more than 120 equal monthly installments, if it is a first advance and in not more than 90 equal monthly installments, in case it is second or subsequent advance.
- 2. The advance in the case of Motor Cycle/Scooter will be recoverable in not more than 60 equal monthly installments in the case of first advance and in not more than 50 equal monthly installments in the case of second or subsequent advance.
- 3. In the case of Moped, the advance will be recoverable in not more than 50 equal monthly installments in the case of first advance and 40 equal monthly installments in the case of second or subsequent advance.

4. The amount recoverable in each installment will be in whole rupees, except the last installment. The installment once fixed cannot be altered, except with the permission of the sanctioning authority.
5. Recoveries of the advance will commence from the salary for the month following that in which the advance is drawn.

11. **Sale of Conveyance before Complete Repayment of Advance:**

- 11.1 If an employee desires to sell the vehicle before the advance received from the Company with interest thereon has been fully repaid, he will do so only after obtaining permission from the sanctioning authority. In such case, he will surrender the balance of the advance outstanding to his credit immediately after carrying out the transaction.
- 11.2 If, however, an employee desires to apply for re-appropriation of sale proceeds before the purchase of another vehicle, the management, may permit the same, provided:-
 - i) The amount outstanding shall not be permitted to exceed the cost of the new vehicle obtained;
 - ii) The amount outstanding will continue to be repaid at the rate previously fixed;
 - iii) If the amount outstanding is less than the cost of new vehicle, the balance advance will be surrendered forthwith; and
 - iv) The new vehicle is insured comprehensively and mortgaged to the Company and all conditions and rules will apply in such case.

12. **Penalty:**

If an employee does not produce proof of purchase/cash receipt along with registration certificate, insurance details, etc. within the time specified in Rule 5 or does not return the advance with interest as provided for in the Rules, he will have to pay penal interest at the rate of double the normal interest on such advance in addition to attracting action under the Conduct, Discipline & Appeal Rules of the DFCCIL.

13. **Implementation and Interpretation:**

In case of any doubt or dispute regarding interpretation of these rules, the decision of Managing Director shall be final. The Forms/Mortgage deed/Surety bonds will be framed/finalized/amended with the approval of Managing Director.

(Vide HR circular dated 07.08.2015 BoD approved Multi-Purpose advance in meeting held on 12.02.2015)

Annexure-I

Sub: Application for purchase of Car/Motor Cycle/Scooter/Moped.

CONDITIONS:

1. Regular employees who have completed one year service and have three years to serve before superannuation would be eligible for vehicle advance.
2. Car-AM & above-15 times basic pay or 90% of the estimated "on road cost"/or Rs.5 Lacs whichever is less.
3. Motor cycle/Scooter/ Moped – All officers & Staff – Rs.40,000 or 90% of the estimated "on road cost" or whichever is less.
4. Rate of interest- Car-7.5%; M.cycle/Scooter/Moped – 6.5%.
5. Max. no of Installments –
Car - 120 installment; M.cycle/Scooter - 50 installments; Moped - 50 installments.

Note:

1. Information in respect of all columns is compulsory for processing of application.
2. Strikeout whichever is not applicable.

1.	Employee Code	
2.	Name of the Employee	
3.	Designation	
4.	Place of Posting	
5.	Status	
	Regular/Probation/Perm. Absorption	
6.	Date of Appointment	
7.	Grade	Rs._____IDA
8.	Basic Pay	Rs._____p.m

9.	Type of vehicle to be purchased	Car/Motor-cycle/scooter/Moped
10.	Whether purchasing new / old vehicle	New vehicle/Old vehicle
	Note: If the intention is to purchase old motor car/ motor cycle/ scooter/ moped from a person having official dealings with the employer or other than a regular reputed dealer/agent, previous sanction of the competent authority is required.	
11.	Completed months of service rendered in DFCCIL	months _____
12.	Date of Superannuation	____/____/____
13.	Service left in complete months upto the date of superannuation.	months _____
14.	Estimated on road cost of the vehicle (excluding accessories) (Attach original estimate)	
	a) Invoice price	Rs. _____
	b) Registration charges	Rs. _____
	c) Taxes including Road tax,sales tax etc.	Rs. _____
	d) Cost of Insurance	Rs. _____
	e) Total	Rs. _____
15.	Amount of Advance Required (Least of as given in condition-2/3 above)	
16)	Particulars of Previous advance- (IF APPLICABLE)	Type of Vehicle- _____
(i)	Note: It is necessary to clear the earlier advance along with the interest. After clearing the earlier advance along with interest, certificate from Accounts is to be enclosed with this application.	Office Order No. _____ Date: _____ Amount- Rs. _____
(ii)	For Second and subsequent advance-	
	a) Sale proceeds of the old vehicle	
	b) Amount refunded to the company for settlement of earlier advance	
	c) Left over balance with the employee	
(iii)	a) Net amount required for purchase of vehicle (Col.14(e) – 16 (ii)(c)	
	b) Maximum admissible amount of advance (least of (i) and (ii))	

		Car	i)	90% of the estimated on road cost of the vehicle		Least of (i), (ii) & (iii)
			ii)	15 times of basic Pay (Rs. x 30 = Rs.)		
			(iii)	Rs.5 lacs.		
	Scooter	i)	90% of the estimated on road cost of the vehicle			
		ii)	Rs.40,000/-			
c) Eligibility – amount of advance (least of col.(a) & (b))						
(iv)	Amount of advance applied for (sub to max. limit mentioned in col.16(iii)(c))					Rs.
17)	No.of installments in which the advance is desired to be paid (For maximum no.of installments refer condition-5 at top)					Principal-No.of installments Interest-No.of installments

Undertaking: - I certify that I have not taken delivery of the Car / Motor cycle / Scooter / Moped on account of which I apply for the advance. I shall complete negotiations of the Car / Motor Cycle / Scooter / Moped before the expiry of one month from the date of drawal of the advance and that the vehicle shall be insured and hypothecated in favor of "DFCCIL" from the date of taking delivery of it.

Dated

Signature of Applicant

Encls.....:

(Tick mark the enclosures attached)

1	Form of agreement for drawal of advance on a stamp paper of Rs.50/-
2	Form of mortgage deed for drawal of advance on a stamp paper of Rs.100/-
3	Proforma invoice from the reputed dealer with on road price of the vehicle.
4	Last month pay slip of the applicant.
5	Certificate from Accounts regarding full and final recovery of earlier advance (ref. para 16 (ii))
6	Approval of competent authority for purchase of vehicle if the purchase is not from a reputed dealer (ref. para 10)
<i>In case the employee is posted at project, the above information should be recommended by CGM before this is forwarded to Corp.Office.</i>	

CONTROLLING OFFICER

For use in HR

Information given above is checked & verified.

Employee is eligible for conveyance advance for- Car / Motor Cycle / Scooter /Moped.

Amount of advance recommended- Rs._____

No.of installments in which principal is to be recovered _____ installments.

No.of installments in which interest is to be recovered _____ installments.

Competent Authority for approval is _____ (Ref.Item No E8.4(ii)
Revised SOP).

Submitted for approval please.

Signature of the dealing official

DGM/HR

GM/HR

DGM/Fin/PR

Annexure-II

Page-1

[Form CA-2]

Form of Agreement to be Execute before Drawing Advance for the Purchase of a Motor Vehicle

(First Advance) (Rule – 5 ii)

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF A SUITABLE VALUE

AGREEMENT

This Agreement made on this _____ day of Two thousand and seventeen between Shri son of Shri (hereinafter called 'the Borrower' which expression shall include his heirs, administrators, executors, legal representatives and assigns) of the one part and the Dedicated Freight Corridor Corporation of India Limited, New Delhi (hereinafter called the Company which expression shall include and assignees) of the other part.

WHEREAS the borrower has under the provisions of the Rules framed for the purpose (hereinafter called the 'RULES' and which expression shall include any amendments thereof and/or any instructions issued in this behalf for the time being in force), applied to the Company for a, loan of Rs. 4,08,300/- (Rupees Four lac Eight thousand Three hundred only) for the purchase of a Motor Car and the Company has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs...../- (Rupeesonly) paid by the Company to the borrower (the receipt of which the Borrower hereby acknowledges), the Borrower hereby agrees with the Company:

1. to pay the Company the said amount with interest calculated @7.5% per annum according to the said rules by monthly deductions from the salary as provided in the said rules and hereby authorizes the Company to make such deductions and
2. within one month from the date of payment of the said amount to expend the full amount of the said loan in the purchase of a Motor Vehicle or if the actual price paid is less than the loan to repay the difference to the Company as security for the amount lent to the borrower as aforesaid and interest in the form provided by the said rules AND IT IS HEREBY LASTLY AGREED AND DECLARED THAT if the Motor Vehicle has not been purchased and hypothecated as aforesaid within one month from the date of payment of the said sum or if the borrower within that period becomes insolvent or quits the service of the Company or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

Annexure-II
Page-2

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ in the Company and on behalf of the Company has hereunto set his hands on the date and year first before written.

Signature and Designation
of the borrower

WITNESS

1. _____
2. _____

Signed by _____
Name _____
Designation _____

For and on behalf
Dedicated Freight Corridor Corporation of India Limited

Annexure-III
Page-1**[Form CA-3]****(Rule 5 iv)****Form of Mortgage Bond for Motor Vehicle Advance**

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF A SUITABLE VALUE

MORTGAGE BOND

THIS INDENTURE made on this _____ day of _____ between Shri Vipin Parihar S/o Shriare (hereinafter called the "BORROWER" which expression shall include his heirs, administrators and legal representatives) of the one part and the Dedicated Freight Corridor Corporation of India Limited of the other part.

WHEREAS the borrower has applied for and has been granted an advance of Rs./- (receipt of which sum the mortgagor hereby acknowledges) to purchase a Motor Car on the terms of the rules framed by the Company (hereinafter referred to as the rules which expression shall include any amendment thereof or additions thereto for the time being in force).

WHEREAS the borrower has agreed to purchase the Motor Vehicle described in the schedule hereunder written (hereinafter referred to as the "said motor vehicle".)

AND WHEREAS one of the conditions upon which the said advance has been/was granted to the Borrower is/ was that the borrower will/ would hypothecate the said Motor Vehicle to the Company / Project / Unit within 30 days of grant of advance, as security for the amount so advanced as aforesaid the motor vehicle particulars whereof are set out in the schedule herein under written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the borrower doth hereby covenant to pay to the Company the sum of Rupees _____ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of Rs. _____ each on the first day of every month and will pay interest on the sum for the time being remaining due and being calculated according to the said rules and the Borrower doth agree that such payments may be received by monthly deductions from his salary in the manner provided by the said rules, or where, in the event of his proceeding on deputation out of India for a period of 12 months or on his being transferred to a post outside India, the competent authority has allowed repayment of the amount of advance remaining unpaid and / or interest as aforesaid on, the happening of such an event, in Rupees in India, the borrower doth hereby agree to pay the Company such dues by remittance through Bank Draft drawn by the 15 of every month in favour of the Accounts Officer in whose books the accounts of the aforesaid advances are

kept and in further pursuance of the said agreement the borrower doth hereby assign and transfer up to the Company the motor vehicle, the particulars whereof are set out in the schedule hereunto written by way of security for the said advance and to interest thereon as required by the said rules.

AND the borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Company, in respect of the said advance, will not sell, pledge or part with the property in or possession of the said motor vehicle.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten day after the same are due or if the borrower shall die or at any time ceases to be in the Company service or if the borrower shall sell or pledge or part with the property in possession of the said motor vehicle or become insolvent or make any composition or agreement with his creditors or if any person shall take proceeding in execution of any decree of judgment against the borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon, calculated as aforesaid shall forthwith become payable.

AND IT IS HEREBY AGREED and declared that the Company may on the happening of any events herein before mentioned seize and take possession of the said motor vehicle and either remain in the possession thereof without removing the same or else may remove and sell the said motor vehicle either by public auction or otherwise and may out of the sale money retain the balance of the said advance, the remaining unpaid and any interest due thereon calculated as aforesaid charges, expenses and payments properly incurred or made in maintaining, defending or realizing his rights herein under and shall pay over the surplus, if any, to the borrower, his executors, administrators, or legal representatives, PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said motor vehicle shall not prejudice the right of the Company to sue the borrower, his personal representative for the said balance remaining due and interest or in the case of the motor vehicle being sold, the amount by which the net sale proceeds fall short of the amount owing AND the borrower hereby further agrees that so long as any moneys are remaining due and owing to the Company, he, the borrower, will insure and keep insured the said motor vehicle against loss or damage by fire, theft or accident or strike risk and any disturbance of public peace with an Insurance Company to be approved by the Company that the Motor Insurance Company with whom the said motor vehicle is insured have received notice that the Company, is interested in the policy and the borrower hereby further agrees that he will not permit or suffer the said motor vehicle to be destroyed or injured or to deteriorate in a greater degree that it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said motor vehicle, the borrower will forthwith have the same repaired and made good.

The Schedule:

DESCRIPTION OF MOTOR VEHICLE :

Maker's Name :

Description :

No. of Cylinders :

Engine No. :

Chasis No. :

Cost Price :/- (Including registration, insurance)

IN WITNESS whereof the borrower be hereunto set his hand and Shri _____ in Dedicated Freight Corridor Corporation of India Limited _____ for and on behalf of Dedicated Freight Corridor Corporation of India Limited has hereunto set his hand.

*Signed by the said in the presence of

(Signature and Designation of the borrower)

WITNESSES:

1. _____

2. _____

Signed by _____

(Name and Designation)

For and on behalf of DEDICATED FREIGHT
CORRIDOR CORPORATION OF INDIA LIMITED

WITNESSES:

1. _____

2. _____

*Name and designation of the Borrower

Annexure-IV
Page-1**Form CA-7**
(Rule 5.1)**Form of Agreement to be Execute before Drawing
Advance for the Purchase of A Motor Vehicle****AGREEMENT**

This Agreement made on _____ day of _____ between Shri(hereinafter called the borrower which expression shall include his heirs, executors, administrators and legal representatives) of the one part and Dedicated Freight Corridor Corporation of India Limited which expression shall include its successors and assignees of the other part.

WHEREAS the borrower has purchased the motor vehicle described in the schedule hereunder written (hereinafter referred to as the 'said motor vehicle')

AND WHEREAS the borrower has under the provisions of the said rules regarding grant of advance for purchase of conveyance (hereinafter referred to as the said rules) which expression shall include any amendments thereof for time being in force), applied to Dedicated Freight Corridor Corporation of India Limited for a loan of Rs. 4,08,300/- for the purchase of a motor vehicle.

AND WHEREAS Dedicated Freight Corridor Corporation of India Limited has agreed to lend the said amount to the borrower on the terms and conditions hereinafter contained.

NOW it is hereby agreed with Dedicated Freight Corridor Corporation of India Limited.

1. To repay to Dedicated Freight Corridor Corporation of India Limited the said amount with interest calculated according to the said rules by monthly deductions from his salary as provided in the said rules and hereby authorizes Dedicated Freight Corridor Corporation of India Limited to make such deductions and
2. Within one month from date of payment to the borrower to the said sum to expend the full amount of the said loan in the repayment of any loan obtained by him from a private party / the.....(Bank) for the purchase of the said motor vehicle or if actual price paid is less than the loan, to repay the difference to Dedicated Freight Corridor Corporation of India Limited forthwith and
3. To execute a document hypothecating the said motor vehicle to Dedicated Freight Corridor Corporation of India Limited as security for the amount to be lent to the borrower as aforesaid and interest in the form provided by the said rules.

Annexure-IV

Page-2

AND IT IS HEREBY LASTLY AGREED AND DECLARED THAT if motor vehicle has not been purchased and hypothecated as aforesaid within one month from the date of payment to the borrower of the said sum if the borrower fails to repay the amount of the loan obtained by him from a private party / _____(Bank) for the express purpose of purchasing the said motor vehicle within one month from the date of payment to the borrower of the said sum or if the borrower within that period becomes insolvent or quits the service of Dedicated Freight Corridor Corporation of India Limited or dies, the whole amount of the loan and interest accrued shall immediately become due and payable.

The Schedule:

DESCRIPTION OF MOTOR VEHICLE :

Maker's Name :

Description :

No. of Cylinders :

Engine No. :

Chasis No. :

Cost Price :/- (Including registration, insurance)

IN WITNESS WHEREOF THE borrower has hereunto set his hand Shri _____ in Dedicated Freight Corridor Corporation of India Limited for and on behalf of Dedicated Freight Corridor Corporation of India Limited has hereunto set his hand.

(Signature and Designation of the borrower)

WITNESSES:

1. _____

2. _____

Signature and Designation of the officer
For and on behalf of DEDICATED FREIGHT
CORRIDOR CORPORATION OF INDIA LIMITED

WITNESSES:

1. _____

2. _____

Annexure-V
Form CA-8
(Rule -7 ii)
**Letter Intimating to the Insurance Company, Company's
Interest in Insurance Policies of Motor Car etc.**

To

.....**General Insurance Co. Ltd.,**

.....,

.....

PIN-.....

Dear Sir,

I am to inform you that Company is interested in the Motor Car Insurance Policy Nosecured in your company and to request that you will kindly insert a clause to the following effect in the policy:

1. **CLAUSE TO BE INSERTED IN THE INSURANCE POLICY**

"It is hereby declared and agreed that Shri(the owner of the Motor Car, hereinafter referred to as the insured in the schedule to this policy), has hypothecated the Motor Car to Dedicated Freight Corridor Corporation of India Limited as security for an advance for the purchase of the Motor Car and it is further declared and agreed that Dedicated Freight Corridor Corporation of India Limited is interested in any money which but this endorsement be payable to the said Shrithe insured under this policy in respect of the loss or damage to the said Motor Car (which loss or damage is not made good by repair, reinstatement or replacement) and such money shall be paid to Dedicated Freight Corridor Corporation of India Limited as long as it is the mortgagee of the Motor Car and its receipt shall be full and final discharged to the company in respect of such loss or damage.

2. "Save as by this endorsement expressly agreed nothing herein shall modify or effect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term or any term of provision or condition thereof".

Yours faithfully,

(_____)

Borrower's Signature & Designation

Place:

Date _____

Forwarded, receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

(Signature and Designation of the sanctioning authority)

Place & Date _____

Chapter-XII

Medical Rules

1. Scope and Applicability:

- a) These Rules shall be applicable to:
 - (i) All regular employees of the company and their "Family"
 - (ii) Deputationists opting for Medical benefits of the company,
- b) These Rules shall not apply to Consultants, advisors, casual/daily rated employees and those on service contract.
- c) All employees including deputationists have to submit the option/family composition as in Annexure-I to become eligible for Medical benefits.

2. Definitions:

- a) "Family" for the purpose of these rules shall include:
 - (i) Spouse.
 - Unmarried daughters'/Step daughters.
 - Unmarried son without an upper age limit, even if not a student or invalid, provided he is wholly dependent on, and resides with the employee.
(Circular No. 22/2023 dated 26.06.2023).
 - Widowed daughters/step daughter/ separated daughters who are wholly dependent on the employee.
(Circular No. 35/2022 dated 06.10.2022).
 - (ii) Dependent parents of the employee, normally residing with the employees. If both husband and wife are the employees of the company, only one of them may avail the medical benefits for the family. However, dependent parent of both will be included independently, for the purpose of these benefits.
(Circular No. 09/2023 dated 24.02.2023).
- b) Dependent shall mean a person whose income from all sources does not exceed the minimum family pension plus dearness relief thereon, prescribed by Central Govt. from time to time which is Rs.9450/- per month (Rs.9000+ Dearness Relief @ 5% i.e. Rs.450/-) as on 01.07.2017. This is further to revision of Dearness Relief rate from time to time.
 - (i) Any candidate joining DFCCIL, either through deputation or permanent/ Immediate absorption or Open market, etc. shall,

within 3 months of joining furnish an Income certificate of dependent parents from Tehsildar/SDM/DM etc. office for availing the benefit of DFCCIL Medical Rules. In case the aforesaid Income certificate is not furnished within 3 months, it will be presumed that the employee will not avail the medical benefits of his dependent parents.

- (ii) The aforesaid Income certificate shall be valid for a period of two years and shall be renewed by the employees within 3 months of the expiry of the said certificate. In case the renewal is not submitted by the concerned employee, the benefit of medical facilities to the dependent parents shall cease.
- (iii) In case after a period of time, an employee's parents become dependent on the employee, the employee shall obtain an income certificate from Tehsildar/SDM/DM etc. office for availing the benefits of DFCCIL Medical Rules for parents.
- (iv) The income Certificate will be submitted by the employee while preferring any claim for medical reimbursement.

(Circular No. 13/2022 dated 07.04.2022)

- c) "Authorized Medical Attendant" (AMA) means a medical officer, if any, in the service of the Company or any medical practitioner duly qualified in the Allopathic, Homeopathic or Ayurvedic systems of medicine, and registered with the appropriate schedule of the State and acceptable to the Company.

3. Medical Treatment:

a) Outdoor Treatment

- (i) Medical Allowance shall be part of the 35% basket of allowances towards expenses on outdoor treatment.
- (ii) The Medical Allowance for CDA employees (deputationists) is 7% of basic pay. The allowance is admissible on reimbursement basis i.e. on submission of bills/certification on monthly basis.

(Circular No. 23/2019 dated 09.09.2019)

- (iii) All employees shall furnish a utilization certificate towards the end of the financial year.
- (iv) Apart from the outdoor medical allowance, the expenses incurred by the employees towards investigations including pathological investigations, radio diagnosis, etc. in cases of specific occasions of presence of symptoms to rule out a disease or otherwise, if prescribed by AMA shall be reimbursable on submission of a copy of AMA's prescription and original bills. **(Annexure-II).**

(HR's letter no. HQ/HR/3/Medical Rules/4 dated 16.12.2010)

- b) Presently, Physiotherapy charges shall be allowed on advice of an AMA registered by the Apex body, subject to a maximum reimbursement for 15 sessions of physiotherapy only. There will be a ceiling limit of Rs. 500 per session in physiotherapy.
- c) The limit of 15 sessions would not be applicable in case of accident on duty which causes long term impairment or partial disablement of the employee, requiring long term physiotherapy.
- d) Cases of Autism, Cerebral palsy/Learning disorders etc. which are neurological disorders already covered under "special diseases" and require long term occupational therapy/speech therapy/special education etc. shall be kept out of purview of ceiling limit/ restrictions of 15 sessions.

(Circular No.33/2023 dated 03.10.2023)

e) **Indoor Treatment**

- (i) Indoor treatment means treatment taken during hospitalization for which room rent is charged by the hospital. For this purpose, the treatment should be taken from any Govt./Private/Trust hospital/ Nursing Home registered with Local Bodies or State Govt.
- (ii) In case of day care/short admission etc. for any minor medical procedure/emergency treatment, the treatment charges shall be reimbursable, even if no bed charges have been levied & for post-operative follow up (after day care/short admission etc.), reimbursement may be given for consultation charges for one visit only.

(Circular No. 39/2022 dated 14.12.2022).

- (iii) All expenses for a particular treatment leading to indoor admission, upto 30 days prior to admission and follow-up treatment upto 30 days after the date of discharge from hospital, shall qualify as indoor treatment to be claimed as in **Annexure-III**.
- (iv) The indoor expenses shall include consultation, diagnostics, medicines, ambulance charges, surgery/OT charges, equipments like pacemaker, coronary stents, intra ocular lenses, artificial limbs and implants, essential cosmetic treatments in the cases of burns, disfiguring in accidents, etc.
- (v) Reimbursement on account of Room Rent, based on original receipts, shall be as per the following entitlements:

S. No.	Levels	Room Type
1	MD/Directors	Suite/Deluxe Room
2	ED/GGMs/GMs	Deluxe Room
3	AGMs/JGMs/DGMs/Mgrs./ AMs/Jr. Managers	Single Room
4	Sr. Executive/Executive	Double/Three bedded room
5	Below Executives	General Ward
6	All levels	ICU charges (as per actuals)

(HR's letter no. HQ/HR/3/Medical Rules/4 (Pt.II) dated 06.08.2015 & Circular No. 552/2020 dated 07.09.2020)

- f) **Reimbursement of medical claims for indoor treatment:** If treatment is taken at an empanelled hospital, reimbursement will be made on actual basis. If treatment is not taken at an empanelled hospital, rates of Max Saket, New Delhi shall be the benchmark for reimbursement of claims for indoor treatment. Actual claims shall be reimbursed in case of emergency, life-threatening and accidental cases subject to approval of MD with due justification on case-to-case basis.

(Circular No. 01/2024 dated 02.01.2024)

g) **Special Diseases**

- (i) The following diseases shall be considered as special diseases:

- Cancer, Cardiac Ailments, Kidney ailments, Treatments arising out of accidents/fire etc., Diabetes, Mental Diseases, Poliomyelitis, Cerebral Palsy and Spastics, Tubercular diseases, Thalassemia major, AIDS, Hypertension, Neurological diseases, Thyroid, Rheumatoid Arthritis, Epilepsy, Ovarian Cyst, Growth Hormone Disorder, Psoriasis (I), Hepatitis A/B/C/D/E (ii), COVID-19 (iii), Cirrhosis of liver with established portal hypertension, Amoebic liver abscess, Varicose veins, Carotid artery insufficiency, Fibrosis of lungs, Emphysema, Asthma, Leprosy, Gangrene and Osteo- Arthritis (iv).

Note: (Inserted vide HR's letter no. HQ/HR/3/Med. Rules/4 dated 31.03.2015 for SN- (i), HR's Circular No. 34/2018 dated 08.06.2018 for SN- (ii), HR's Circular no. 673/2020 dated 05.11.2020 for SN-(iii), HR's Circular No. 39/2022 dated 14.12.2022 for SN-(iv)).

- (ii) Reimbursements towards expenses incurred like consultation, diagnostics, medicines, etc. shall be allowed as per actual based on production of original receipts and copy of the prescriptions of

the AMA as in **Annexure-IV**. The nature of special diseases must be properly and legibly mentioned on the prescription by AMA in all the system of treatment. Reimbursement for only one system of treatment for a particular disease at a time shall be admissible.

*Under 'Diagnostics' pertaining to Special Disease of Diabetes & Hypertension, following items are reimbursable: -

- a) Reimbursement of cost of BP instrument once in a period of 3 years with cost ceiling of Rs. 1600/-.
- b) Reimbursement of cost of Glucometer once in a period of 3 years, with cost ceiling of Rs. 1200/-.
- c) Glucose, testing strips for blood tests at home in respect of employees suffering from diabetes will be allowed subject to the specific recommendation of AMA to this effect.

(Circular No. HQ/HR/3/Medical Rules/4 dated 18.06.2015.)

- (iii) Claims for medicine bills exceeding Rs 5000 (excluding consultation/investigation under special diseases) per person, per month shall be sent to Corporate Office for sanction, except for chronic ailments such as cancer, chronic kidney disease/renal failure and liver cirrhosis. Claims for medicines below this amount may be sanctioned by CGM at Unit level.
- (iv) Food/dietary supplements, vitamins, tonics, protein powder, diet box, products certified by FSSAI shall not be reimbursed under medicines.
- (v) Medicine bills without a proper description like name of medicine, quantity, rates etc. will not be eligible for reimbursement.
- (vi) Employees shall certify about genuineness of claim of medicine under special disease and thereafter, the claim should be scrutinized scrupulously by concerned dealing official in CGM unit/CO.
- (vii) The list of special diseases may be reviewed with the approval of MD from time to time.

h) **Medical equipment/treatment without indoor admission**

Hearing Aid:

- (i) Expenses incurred towards Hearing Aid shall be reimbursed with ceiling upto Rs.30,000 for Bilateral Hearing Aid and upto Rs. 15,000 for one-sided Hearing Aid. In special circumstances, Digital Hearing Aid with ceiling upto Rs.40,000 per Ear shall be reimbursed on production of original receipt.
- (ii) The use of hearing aid and its type should have been recommended by any ENT specialist registered with appropriate

Govt. authority or an ENT specialist of a hospital/clinic/nursing home, registered with the local authority.

- (iii) However, the digital hearing aid shall be permitted under the following two special circumstances duly mentioned by the ENT specialist in his prescription:
- (iv) Moderate to Severe Sensory Neural Hearing Loss with Aided Speech Discrimination Score, which cannot be improved to 70% by use of Analog Hearing Aid.
- (v) Sharply sloping audiogram seen on Pure Tone Audiometry, inverted V audiogram or U-shaped audiogram involving 2000 Hz.
- (vi) Replacement of Hearing Aid may be allowed only after Five (5) years on the recommendation of an ENT specialist as at (ii) above.

Ophthalmic:

- (vii) The expenses towards Ophthalmic (cataract) surgery shall be reimbursed as per actual with cost ceiling for Intra Ocular Lens upto Rs.30,000 for each Eye.

(Circular No. 39/2022 dated 14.12.2022).

Dental:

- (viii) The expenses towards Dental treatment for Extraction, Scaling & Gum treatment, Filling of teeth, any major dental treatment involving jaw bones, operation of gums, removal of wisdom teeth, Root Canal Treatment shall only be allowed for reimbursement as per actual, subject to cost ceiling for crown upto Rs.3000 per tooth.
- (ix) However, supply of artificial denture, cleaning/polishing of teeth, filling of teeth with gold or other expensive materials or orthodontic treatment for cosmetic reasons shall not be reimbursable.

Artificial limbs and appliances:

- (X) Artificial limbs and appliances used shall be reimbursed as per actual. **(Annexure-V).**

4. Executive Health Check-up Scheme (EHCS):

- (i) Employee and spouse shall be permitted comprehensive medical checkup at Company's expenses every alternate year between the age of 45 (40 years in case of female employees and wife of male employees) and 55 years and every year above 55 years of age of the concerned employee/spouse till superannuation/retirement of the employee in the Government Hospital, Government aided hospitals,

Trust hospital operating on a no profit no loss basis and Hospital/ Nursing Home registered with the local bodies/state government including reputed hospitals like Apollo, Escorts etc.

- (ii) Reimbursement towards expenses incurred shall be allowed as per actual based on the production of original receipts as in the enclosed format (**Annexure-VI**).

5. Annual ceiling limit for dependent parents:

- (i) The capping of annual medical reimbursement for dependent parents (excluding Self, Spouse and Children as defined in these rules) shall be as under: -

Category of Employee	Annual Medical coverage for Dependent Parents
Non-executive (All clusters)	Rs. 5 Lakh
E0 to E4	Rs. 7.5 Lakh
E5 to E7	Rs. 10 Lakh
E8 to E9	Rs. 15 Lakh
Functional Directors/MD	Rs. 20 Lakh

- (ii) 80% of the reimbursement of the bills shall be borne by DFCCIL and the balance 20% by the employee. This implies that each medical bill of the dependent parents will be borne by DFCCIL to the extent of 80% and by the employee to the extent of 20%. Further, the payment of DFCCIL share of 80% will be subject to the limit prescribed in the above table. Beyond the above capping, all expenses shall be borne by the employee himself/herself.
- (iii) The limits prescribed above for dependent parents shall be applicable from 1st April 2022 and onwards. The limit shall be applicable taking into account the date of Admission or the date of Consultancy during a financial year.
- (iv) The capping, as prescribed in the above table shall be reviewed after a period of two years.

(Circular No. 13/2022 dated 07.04.2022)

6. Medical Advance:

Advance for the purpose of Indoor medical treatment may be sanctioned subject to the following conditions:

- Employees shall furnish an estimate of the likely expenditure as per enclosed format (Annexure-VII) from the hospitals where treatment is proposed to be taken.
- Advance shall be released through a cheque/draft/RTGS in favor of

the Hospital/Employee.

- c) It will be the responsibility of the employee to ensure that the unutilized portion of the advance is returned by the hospital/himself within a week after discharge.
- d) Original bills/vouchers shall be submitted within 30 days from the date of discharge from the hospital failing which recovery of the advance would be made from the salary.
- e) Reimbursement Procedure: All medical expenses including medical advance, other than medical allowance paid through salary, shall be reimbursed as per SOP.
- f) The monetary ceiling for various treatments/equipments shall be reviewed periodically; say for every two years as per the prevailing market conditions.

7. **Submission of documents for availing Income Tax Exemption:**

- 7.1 DFCCIL is reimbursing the expenditure by its employees on medical treatment of self and dependents and expenditure on medical treatment incurred by employee/employer is covered under section 17 (2) & Rule 3(A)(1) and 3A (2) of Income Tax Act, 1962, for the purpose of applicability of tax on the same (relevant extracts of the Income Tax Act are annexed with Circular No. 40/2018 dated 14.08.2018). While submitting the claims for reimbursement of indoor medical expenditure, following documents are to be enclosed:
 - (i) Registration certificate of the Hospital with Govt./Local bodies with current validation.
 - (ii) Income Tax exemption certificate issued by the Chief Commissioner of IT in favor of the Hospital.
- 7.2 In absence of the above documents, the reimbursed amount would be liable to be included as Income of the official and will be subject to applicable tax.
- 7.3 The above shall be subject to the provisions of the Income Tax Act as amended from time to time.

(Circular No. 40/2018 dated 14.08.2018)

8. **Contribution to Railway revenues in the case of officers/staff availing Railway Medical Facilities during the period of their deputation to Govt. Department/ Corporations/Undertakings**

- 8.1 Ministry of Railways, Railway Board vide its letters dated 27.11.2013 and 29.07.2021 advised the following amendment in Rule-625 of IRMM-2000 and corresponding Rule 602, para-1 (Sub Section-19) of IREC, Vol-1:

“Railway employees sent on deputation to other Government Departments/Corporations/Undertakings may be governed by the medical attendance rules of the borrowing departments. The borrowing organization may, however, allow the railway employees, at his/her option, to enjoy Railway Medical facilities, provided a contribution to Railway revenues is made by the borrowing Corporations/Undertakings at the rate of recovery prescribed from time to time for Government employees of his/her status under the CGHS. However, in case of borrowing Central and State Government Departments, no such contribution is required to be paid and the employee will enjoy the Railway Medical facilities free of cost as during Railway services”.

- 8.2 Accordingly, the rates (per annum) notified by the Railway Board from time to time towards the contribution for availing medical facilities by the officials on deputation to PSUs are as under:

S. No.	Year	Annual contributions (Rs.)	Railway Board's letter dated
1	2014-2015	10,283.29/-	25.11.2014
2	2015-2016	11,020/-	27.05.2016
3	2016-2017	11,731/-	20.12.2017
4	2017-2018	12,924/-	26.06.2018
5	2018-2019	14,837/-	17.06.2019
6	2019-2020	16,575/-	28.10.2020
7	2020-2021	16,286/-	31.08.2021
8	2021-2022	17,304/-	22.07.2022
9	2022-2023	18,859/-	30.10.2023

- 8.3 Corporate Finance will remit the amount to Parent Railways in respect of the concerned employees working on deputation in DFCCIL as per the above rates on annual basis regularly.
- 8.4 CO/HR Cadre officials will provide complete details of the employees mentioning to whom the contribution is to be sent as under:
- Railway Employee No. -----
 - Payment to be made in favour of -----
 - Name of the Railway----- Address: -----
 - RTGS details of the concerned Railways for sending online payment (preference should be given for online mode payment).
- 8.5 The rates for future contribution will be notified by HR from time to time on receipt from the Railway Board.

(Circular No. 21/2021 dated 19.08.2021)

9. **Modalities for Annual Health Checkup for filling APAR through E-Office (SPARROW)**

9.1 All officers above the age of 40 years working in E2 and above grades shall undergo health checkup as per details given below: -

A. Through physical examination

B. Basic investigations for screening of following health parameters:

- Blood test for HB, TLC, DLC, FBS, Hb, Alc, Lipid profile, LFT, KFT
- ECG
- Urine-R/E, M/E

9.2 Accordingly, all officers working in E-2 grade or above and above the age of 40 years are advised to undergo mandatory health checkup.

9.3 The Certificate of health checkups as per **(Annexure-VIII)** will be required to be uploaded by such officers on SPARROW while filing APAR form online.

The health checkup should be done by March of the concerned year.

(Circular No. 21/2023 dated 21.06.2023)

10. **Empanelment of Hospitals and Diagnostic Labs with DFCCIL.**

To provide medical services and health care treatments benefits to the DFCCIL employees and their dependents, various hospitals/labs have been empaneled by DFCCIL for indoor and outdoor treatment as per details given in Annexure-IX

11. **General Conditions:**

a) If the spouse of an employee is employed in another organization (Private or Govt.) whether at the same station or elsewhere, which provides medical facilities in cash or kind or both, the spouse shall be entitled to the medical facilities under the medical rules only if he/she does not avail of the medical facilities in the organization, in which he/she is employed. The employee shall give his/her option in writing whether his/her spouse who is employed in another organization, shall avail of the medical facilities of DFCCIL or of the organization, in which he/she is employed and shall certify to the effect that he/she is not availing medical facilities in cash or kind or both, from any other sources.

b) Time limit for submission of medical claims:

Time limit for submission of medical claims of employees/ dependents shall be within 30 days.

For condonation and delay in submission of medical claims, the powers will be as under:-

- i. Field Units- CGMs are empowered to condone delay up to 2 months (after 30 days period).
- ii. Corporate Office-GM/HR is empowered to condone delay up to 2 months (after 30 days period).
- iii. The cases requiring condonation of delay beyond (a) & (b) shall be put up to Director/Infra (In-Charge of HR) for decision.

(Circular No. 39/2022 dated 14.12.2022 and Circular No. 27/2023 dated 19.07.2023).

12. Interpretation / Relaxation:

- a) In case of any doubt or dispute regarding interpretation of these Rules, the decision of Managing Director shall be final. He may also relax, delete, modify, and revise any of the provisions of these rules as required from time to time.
- b) The Managing Director may at his discretion review and check the veracity of any claim or treatment and the decision of MD taken after such review shall be final.
- c) Misuse, fraudulent use, false declaration, or false claims for reimbursement, by any employee under these Rules will render the employee liable to refund the amount with penal interest besides initiation of disciplinary action as per rules.

Annexure-I

Medical Benefits Declaration

I certify that my family members stated below are dependent upon me as per DFCCIL Medical Rules and any change in the status in this respect shall be immediately intimated to HR, Corp. Office.

S. No.	Name	DOB	Relationship with employee	Remarks
1				
2				
3				
4				
5				
6				
7				

- The employee shall give his/her option in writing whether his/her spouse who is employed in another organization, shall avail of the medical facilities of DFCCIL or of the organization, in which he/she is employed and shall certify to the effect that he/she is not availing medical facilities in cash or kind or both, from any other sources.
- I, being on deputation to DFCCIL, opt to avail the medical benefits of the company and shall not avail the benefits from my parent department. (For deputationists only).

Name _____

Signature _____

Designation _____

Date _____

Controlling Officer

HR/Corp. Office.

Annexure-II

**Sub: Reimbursement of medical expenses on
Investigations under DFCCIL Medical Rules.**

1	Name of the employee			
2	Employee Code			
3	Designation & Place of posting			
4	Scale of Pay & Basic Pay			
5	Name of the patient			
6	Employee's Relationship with patient			
7	Disease diagnosed by the AMA/presence of symptoms (to be specifically mentioned in the prescription)			
8	Name/s of AMA with Regn No.			
9	Details of the amount claimed are given below:			
10	Details	Bill No./ date	Gross amount of bill	Amount claimed*
A	Consultation/s			
B	Investigation charges (head-wise)			
	GROSS TOTAL:			

* All bills/cash-memos (in original)/supporting prescriptions (clearly indicating the diagnosis/presence of symptoms) etc. duly verified must be enclosed.

DECLARATION/UNDERTAKING:

1. The claim for reimbursement is being made for self/family members, who are covered under the definition of 'Family' under the DFCCIL Medical Rules as on the date of treatment.

2. The claimed expenditure has actually been incurred by me.
3. Misuse, fraudulent use, false declaration, or false claims for reimbursement will render me liable to refund the amount with penal interest besides initiation of disciplinary action as per extant rules.

Signature of the employee : _____

Date: _____

Recommendation of the Controlling Officer

Name:

Designation:

Annexure-III

Sub: Reimbursement of medical expenses on Indoor Treatment under DFCCIL Medical Rules.

1	Name of the employee			
2	Employee Code			
3	Designation & Place of posting			
4	Scale of Pay & Basic Pay			
5	Name of the patient			
6	Employee's Relationship with patient			
7	Name & Address of the Hospital			
8	Registration No. of the hospital with Central/State Govt./Local Bodies:			
9	Date of Admission in the hospital			
10	Date of Discharge from the hospital			
11	Diagnosis of the ailment and treatment given in brief.			
12	Details of the amount claimed are given below:			
13	Details of the amount claimed (attach details as per format below in a separate sheet, if the space is not adequate)			
14	Details	Bill No./ date	Gross amount of bill	Amount claimed*
A	Medicines			
B	Consultation charges			
C	Investigation charges			
D	Room Rent			
	GROSS TOTAL:			

* All bills/cash-memos (in original)/supporting prescriptions (clearly indicating the diagnosis)/ duly verified must be enclosed.

DECLARATION/UNDERTAKING:

1. The claim for reimbursement is being made for self/family members, who are covered under the definition of 'Family' under the DFCCIL Medical Rules as on the date of treatment.
2. The amount claimed is only for in respect of treatment of specified **Special Disease** only. No other medicines/expenses are claimed for reimbursement.
3. The claimed expenditure has been incurred by me.
4. In the case of multiple diseases covered in the same prescription, the amount claimed is restricted to the treatment of specified **Special Disease** only.
5. Reimbursement is claimed for only one system of treatment for the specified **Special Disease** only.
6. Misuse, fraudulent use, false declaration, or false claims for reimbursement will render me liable to refund the amount with penal interest besides initiation of disciplinary action as per extant rules.

Signature of the employee: _____

Date: _____

Recommendation of the Controlling Officer

Name:

Designation:

Annexure-IV

Sub: Reimbursement of medical expenses on Special Disease under DFCCIL Medical Rules.

1	Name of the employee			
2	Employee Code			
3	Designation & Place of posting			
4	Scale of Pay & Basic Pay			
5	Name of the patient			
6	Relationship with the employee			
7	Disease diagnosed by the AMA (to be specifically mentioned in the prescription)			
8	Details of the amount claimed are given below:			
9.	Name/s of AMA with Regn No.			
10	Details	Bill No./ date	Gross amount of bill	Amount claimed*
A	Medicines			
B	Consultation charges			
C	Investigation charges			
	GROSS TOTAL:			

* All bills/cash-memos (in original)/supporting prescriptions (clearly indicating the diagnosis)/ duly verified must be enclosed.

DECLARATION/UNDERTAKING:

1. The claim for reimbursement is being made for self/family members, who are covered under the definition of 'Family' under the DFCCIL Medical Rules as on the date of treatment.
2. The amount claimed is in respect of treatment of specified **Special Disease** only. No other medicines/expenses are claimed for reimbursement.

3. The claimed expenditure has actually been incurred by me.
4. In case of multiple diseases covered in the same prescription, the amount claimed is restricted to the treatment of specified **Special Disease** only.
5. Reimbursement is claimed for only one system of treatment for the specified **Special Disease** only.
6. Misuse, fraudulent use, false declaration, or false claims for reimbursement will render me liable to refund the amount with penal interest besides initiation of disciplinary action as per extant rules.

Signature of the employee: _____

Date: _____

Recommendation of the Controlling Officer

Name:

Designation:

Annexure-V

**Sub: Reimbursement of medical expenses on Hearing Aid/
Ophthalmic/Dental under para-4 (d) of DFCCIL Medical Rules.**

1	Name of the employee			
2	Employee Code			
3	Designation & Place of posting			
4	Scale of Pay & Basic Pay			
5	Name of the patient			
6	Employee's Relationship with patient			
7	Disease diagnosed by the AMA/ claims made for type of treatment (to be specifically mentioned in the prescription)			
8	Name/s of AMA with Regn No.			
9.	Details of the amount claimed are given below:			
10.	Details	Bill No./ date	Gross amount of bill	Amount claimed*
A	Consultation/s			
B	Investigation charges (head-wise)			
C	Procedures (detailed break up)			
	GROSS TOTAL:			

* All bills/cash-memos (in original)/supporting prescriptions (clearly indicating the diagnosis/presence of symptoms) etc. duly verified must be enclosed. **Claims to be made only for specified treatments given in the Medical Rules and all required documents to be attached.**

DECLARATION/UNDERTAKING:

1. The claim for reimbursement is being made for self/family members, who are covered under the definition of 'Family' under the DFCCIL Medical Rules as on the date of treatment.

2. The claimed expenditure has actually been incurred by me.
3. Misuse, fraudulent use, false declaration, or false claims for reimbursement will render me liable to refund the amount with penal interest besides initiation of disciplinary action as per extant rules.

Signature of the employee: _____

Date: _____

Recommendation of the Controlling Officer

Name:

Designation:

Annexure-VI

Sub: Re-imbursement of expenses under Executive Health Check-up Scheme (EHCS).

1	a) Name of Employee (Date of Birth) b) Name of Spouse (Date of Birth)	
2	Employee Code	
3	Designation & posting	
4	Scale of Pay & Basic Pay	
5	Date of last re-imbursement taken, if any under EHCS	
6	Whether verified original bills enclosed	
7	Total amount claimed	

Signature of employee with date.....

Controlling Officer

HR/Corp. Office

Annexure-VII

Dated:

Medical Indoor Advance Form

1	Name of the employee with Designation & Posting	
2	Employee Code	
3	Scale of Pay & Basic Pay	
4	Name of the patient	
5	Relationship with the employee	
6	Disease diagnosed	
7	Name of the Hospital (With Registration Number/certificate)	
8	Expected Date of Admission	
9	Expected Date of Discharge	
10	Advance Demanded, if/any	
11	Original Estimated cost of treatment from the Hospital, duly signed	
12	Amount to be paid in favour of (if Sanctioned Name of A/C)	

Declaration:-

1. I will ensure that the unutilized portion of the advance is returned by the hospital within a week after discharge
2. Original bills/vouchers shall be submitted within 30 days from the hospital, failing which recovery of advance may be made from salary.

Name & Designation of Employee

Controlling Officer

Annexure-VIII

Mandatory Health Check up of E2 and above level officers (age above 40 years) of DFCCIL for filing APARs (This part to be attached/ uploaded with APAR):

Name : _____
Employee Code : _____
Designation : _____
Department : _____
Location : _____

The health checkup of above-named officer has been conducted on.....
and he/she has been advised accordingly. The record of medical examination
has been made available to the officer who is liable to produce it, as and when
required by the administration.

Signature & Stamp of Doctor

Annexure-IX**LIST OF EMPANELLED HOSPITALS****1. Fortis HealthCare Ltd.**

Particulars	Facilities extended
OPD	OPD Investigations, Diagnostics and Consultation: At 15% discount on Prevailing Hospital Tariffs.
IPD	IPD on 15% discount on Prevailing Hospital Tariffs excluding drugs, consumables, and implants.
Preventive Health Checkup (PHC)	15% discount on Hospital's Health Checkup Package
Applicable Tariff	Prevailing Hospital Tariffs at the time of Billing
Applicable Units	All Units of Fortis Pan-India
Payment Terms	Payment directly by beneficiary at the time of billing for all facilities.

S.No.	Hospital	Contact Details (Mr/Ms.)	
1.	Fortis Hospital, Mohali, Punjab	Ajinder Singh	9872170582
2.	Fortis Hospital, Arcot Road, Chennai	Veeraprakash	9994197222
3.	Fortis Hospital, Shalimar Bagh, Delhi	Narender Attri	9717446414
4.	Hiranandani Hospital, Vashi	Tejashree	9967550070
5.	Fortis Hospital, Bannerghatta Road, Bengaluru	Ravi Kumar	9980411377
6.	Fortis Hospital, Anandpur, Kolkata	Tonmoy Sen	9874319898
7.	Fortis Kalyan Hospital, Mumbai	Madhavi Varik	8879469847
8.	Fortis Hospital, Mulund, Mumbai	Priya Sawant	8108800259
9.	Fortis Hospital & Kidney Institute, Kolkata & Fortis Medical Centre. Kolkata	Partha Sarkar	9477239114
10.	Fortis Hospital, Cunningham Road, Bengaluru	Chandrasekhar	7975589364
11.	Fortis Escorts Hospital, Amritsar	Akshay Prashar	9115119191
12.	Fortis Escorts Hospital, Faridabad	Mohit Ahuja	9953758994
13.	Fortis Memorial Research Institute, Gurgaon	Dev Ranjan	7980248113

14.	Fortis Escorts Hospital, Jaipur	Neeraj Kr. Purohit	8769374564
15.	Fortis Hospital, Noida	Piyush	9999412921
16.	Fortis La Femme, New Delhi	Sonia Balwani	9911121848
17.	Fortis La Femme, Bangalore	Manjunatha B S	9538001314
18.	Fortis Hospital, Ludhiana	Anil Singh	7087000735
19.	Fortis Cancer Institute, Defense Colony, New Delhi	Niranjan	9315504128
20.	Fortis C-Doc, Chirag Enclave, New Delhi	Danish	8586968664
21.	Fortis Escorts Heart Institute, Okhla Road, New Delhi	Devendra Singh	9540100069
22.	Fortis Malar Hospital, Chennai	Gopalkrishnan	9884815051
23.	Fortis Hospital, Rajaji Nagar	Srikant R	9916866463
24.	Fortis Hospital, Nagarbhavi	Yathish Kumar	8748859111
25.	Fortis Flt Lt Rajan Dhall Hospital, Vasant Kunj	Virendera Joshi	9717100012
26.	Fortis S L Raheja Hospital, Mumbai	Dhirendra Mallick	9820450134
27.	Fortis Hospital Greater Noida (Unit of Ramratan Real Estate Pvt Ltd)	Anurag Yadav	9953759545

(*Second level contact: Mr. Siddharth Datta, Fortis Corporate office - 9711144010)

2. Max Healthcare

Particulars	Facilities extended	Contact details
OPD, IPD & PHP	20% discount on 1st Oct 2022 tariff except medicines, consumable, implants & packages (Excluding Outsourced Investigation).	(i) Mr. Rakesh Kumar Singh Manager – Institutional Sales, Max Healthcare Institute Ltd., Max Multi Speciality Centre, Noida Mob: 9873823879 Email - rakesh.singh@maxhealthcare.com
Payment Terms	Payment directly by beneficiary at the time of billing for all facilities.	(ii) Mr. Sachin Bhatia Associate General Manager- Institutional Sales, Max Healthcare Institute Ltd., Max Multi Speciality Centre, Noida Mob: 8826972555, 9818372555 Email - sachin.bhatia@maxhealthcare.com
Applicable Units	All Units of Max Health Care Pan India. (As per Annexure IX (I))	

3. Ayushman Hospital

Particulars	Facilities extended	Contact details
OPD	15 %discount (Consultation, Radiology, Diagnostics)	Mr. C M Bhatnagar, GM – Marketing, Ayushman Hospital & Health Services, Elephanta Lane, Sector -10, Dwarka, New Delhi -110075, Mob: 9910272570, Phone No: 011-49495555 (Exnt-2121), Email: gm.marketing@ayushmanhhs.in
IPD	10 % discount (Except Packages, Drugs, Disposables and Implants)	
Room Rent	10% discount	

(Circular No. 43/2022 dated 27.12.2022)

4. Medanta Hospital

Particulars	Facilities extended
OPD Consultations	Discount of Rs. 900/-
OPD Laboratory & Radiology Tests	15% Discount on Prevailing Hospital Tariffs.
All IPD and Day-Care Admissions.	15% Discount on Prevailing Hospital Tariffs excluding Drugs, Disposables, Consumables, Blood Components, Implants, Devices etc.
	Discount Coverage Details:- Room Rent, Lab & radiological Investigations.
Contact details :	Name: Mr. Ajay Sharma, Desig:- Sr. Manager Marketing Email: ajay.sharma@medanta.org Mob: 9999769539
*Comments:- Billing Policy same as Medanta Prevailing tariff. *All Exclusions:- (OPD Consultations) <ol style="list-style-type: none"> 1) Package based OPD Treatments (e.g. Mental Health). 2) Physiology & Dietician not included. (OPD Laboratory & Radiology Tests) <ol style="list-style-type: none"> 1) No Discount on investigations other than Lab or Radiology. 2) No Discount on outsourced investigations. 3) No Discount on CT, PET-CT, and MRI. 	

- 4) No Discount applicable on Covid Tests in OPD.

(All IPD and Day-Care Admissions)

- 1) No Discount to TPA/Insurance Patients.
- 2) No Discount on any component of any pre-defined packages or Heart Station Test.
- 3) All Day-Care procedures like Dialysis and Radiotherapy.
- 4) No Discount on investigations other than Lab or Radiology.
- 5) No Discount on outsourced Investigations.
- 6) No Discount on CET, PET-CT, and MRI.
- 7) No Discount applicable on Covid treatment.

5. Apollo Hospital

Benefits offered	Locations	Contact Details
<ul style="list-style-type: none"> ➤ 15% discount on room rent and IP Investigations. (excluding medicine, consumables, packages, critical care beds and Implants). ➤ 15% discount on Preventive Health Check Ups. ➤ 15 % discount on OPD services (Investigations and Diagnostics only), except outsourced investigations. ➤ Coverage – Serving employees and their dependents are entitled for the above benefits (self, spouse, dependent children, parents). Retired employees, their spouses, dependent children are also eligible for above benefits on cash basis. ➤ Free Registration at Apollo hospitals. ➤ Free ambulance pick up and drop within 10 Km radius from nearest Apollo hospital. ➤ Room upgrade at Apollo Hospitals (basis availability of beds). ➤ Access to Apollo advantage Desk - Dedicated corporate help desk at hospitals. ➤ Access to Apollo 24 7 corporate suit ➤ Apollo pharmacy (other than hospital pharmacy) discount – 10% discount on medicines (Login to "Apollo 24/7" App and login with your companies Email Id and Password to avail the benefits)/Call on 1800-1099 (Toll- Free) for Pharmacy booking. 	<p>List of Hospitals are enclosed as Annexure IX (ii)</p>	<p>Toll Free Corporate Helpline Number- 1800-1099</p> <p>Email: corporatehelpline@apollohospitals.com</p> <p>Level- 2 Mr. Anand G, Customer Relationship Manager</p> <p>Mob. No: 8919633788</p> <p>Email: anand_gujju@apollohospitals.com</p>

(Circular No. 04/2024 dated 23.01.2024)

6. Manipal Hospital

Benefits offered	Locations	Contact Details
Inpatient Services: Inpatient Services: <ul style="list-style-type: none"> 15% discount on Procedure Packages of the Hospital tariff 15% discount on open billing as per hospital tariff Outpatient Services: <ul style="list-style-type: none"> 15% discount on all services including Consultation, Laboratory, Radiology, Physiotherapy etc. Health Check Packages: <ul style="list-style-type: none"> 20% discount on all Manipal hospital health check packages Discount is not applicable on drugs, consumables, implants, outsourced tests, blood product etc. 	Karnataka (Bengaluru, Mysuru, Mangaluru, Manipal, Udupi, karkalla, Kateelu), Tamil Nadu (Salem), Andhra Pradesh (Vijayawada), Rajasthan (Jaipur), Punjab (Patiala), Uttar Pradesh (Ghaziabad), Haryana (Gurugram), Delhi (Dwarka), Maharashtra (Pune), West Bengal (Kolkata) (28 Hospitals)	Mr. Dharmapalan P S, Desig: - Associate Director - Marketing E-mail: dharmapalan.srinivasan@manipalhospitals.com Mob: 9686474455, 080-49360300

7. Kailash Hospital

Benefits offered	Locations	Contact Details
1. IPD- 15% Discount on Room rent (except ICU, ICCU, CCU, NICU & Nursery), Lab, Diagnostic. 2. OPD -20% discount on Lab, Diagnostic & OPD Consultation 3. Discounted health checkup packages 4. Hospital Current schedule of charges (01.04.2022) as amended on financial year basis will be applicable.	Noida Sector- 27, Noida Sector- 71, Greater Noida	Mr. Manish Email: kailash.noida@kailashhealthcare.com, agm.marketing@kailashhealthcare.com Mob: 8010666742

8. Jaipur Golden Hospital

Benefits offered	Location	Contact Details
IPD/OPD facility at applicable CGHS rates.	Rohini, Delhi	Mr. Ravinder Kumar, Desig: -Dy. General Manager - Corporate & TPA Email: corp.mgr@jghdelhi.Net Mob: 9968240003, 011-27907244

9. Delhi Heart and Lung Institute (DHLI)

Benefits offered	Location	Contact Details
<ul style="list-style-type: none"> Rates notified by CGHS and prevailing from time to time would be applicable. In case the items are not included in the CGHS rate list, 10% discount will be provided on Hospital Tariff 2020 except medicines, consumables, implants & outsourced investigations. 	Punchkuian Road, Delhi	<p>Mr. Vijay Kumar, Deputy Manager, Marketing and Corporate Relations</p> <p>Email: vijaykumar.dhli@gmail.com, gmmarketing@dhli.in</p> <p>Mob: 9654100141</p>

10. Metro Heart Institute with Multispecialty Hospital (Faridabad)

Benefits offered	Location	Contact Details
10% discount on OPD and IPD services at Hospital rate list SOC- 2019.	Faridabad	<p>Mr. Bikram Singh DGM/Marketing</p> <p>Mob: 9711380456</p>

11. Metro Group of Hospitals

Benefits offered	Locations	Contact Details
<ol style="list-style-type: none"> 15% Discount for OPD (Consultation & Inhouse Investigations) 12% Discount for I.P.D (Excluding Medicines, Consumables, Implants and Outsourced Investigations) 10% Discount on our Hospital Preventive Health Checkup Packages. Admission on priority basis Ambulance will be provided free in case of emergency/admission. Tariff of 2021 will be applicable (except Jaipur unit) Tariff of 2018 will be applicable (For Jaipur unit) 	<ul style="list-style-type: none"> Metro Hospital & Health Institute, X-1, Sector-12, Noida-201301. Metro Hospital & Health Institute, L-94, Sector-11, Noida-201301. Metro Hospital & Cancer Institute, 21, Community Center, Preet Vihar, New Delhi. RLKC Hospital & Metro Heart Institute, Pandav Nagar, Naraina Road, New Delhi. Metro Hospital & Heart Institute, Meerut (U.P) Metro Hospital & Heart Institute, Haridwar (U.K) Metro M.A.S Heart Care & Multi speciality, Jaipur, Rajasthan. 	<p>Mr. Vinod Kumar, Manager - Corporate Affairs</p> <p>Email: vinod.kumar@metrohospitals.com, info@metrohospitals.com</p> <p>Mob: 99901457443</p>

12. Medeor Hospital

Benefits offered	Location	Contact Details
<ul style="list-style-type: none"> OPD & Investigations – 20% discount on Doctor Consultations and Investigations IPD Services – 20% discount on IPD services like doctor consultation, surgery/procedure charges and room rent. Discount will not be valid on drugs, disposables, implants, consumables, transportation, meals, blood component and fixed cost packages. Hospital SOC 2018 will be applicable. 	Qutub Institutional Area, Dwarka, Delhi	<p>Mr. Vaibhav Chauhan, Manager, Corporate Relations & BD</p> <p>Email: vaibhav.chauhan@medeor.in</p> <p>Mob: 95400325425</p>

(Circular No. 19/2023 dated 12.05.2023)

13. Jaypee Hospital

Benefits offered	Contact Details
<p>OPD/IPD Consultation</p> <ul style="list-style-type: none"> General Rs 600, Super Specialist - Rs 800 <p>OPD</p> <ul style="list-style-type: none"> 20% Discount on investigations and diagnostics 15% discount on eye, dental and physiotherapy procedures in OPD <p>IPD</p> <ul style="list-style-type: none"> 15% Discount on room rent, investigations and diagnostics, non-package surgeries, OT and Anesthesia (Except medicines, consumable, implant, blood transfusion, outsourced investigation and ambulance charges) Hospital Tariff as on 01st April 2022 will be applicable. 	<p>Mr. Prashant Verma, Deputy Manager, Marketing & Communication</p> <p>Mob: 9953437644</p> <p>Email: prashant.verma@jalindia.co.in</p>

14. Neo Hospital

Benefits offered	Contact Details
<ul style="list-style-type: none"> OPD Consultation -20% discount, Consultation charges will not exceed Rs 1000, for neurology consultation - Rs 1500 will be maximum charge. IPD services-20% discount (Except medicines and consumables) Lab/diagnostics/investigations - 20%discount Hospital Tariff 2023-24 will be applicable. 	<p>Mr. Rishi Dev,</p> <p>Desig:-DGM Marketing, Neo Hospital Noida,</p> <p>Mob: 7906959285</p> <p>Email: rishi@neohospital.com</p>

15. Eye 7 Group of Hospitals

Benefits offered	Location	Contact Details
<ul style="list-style-type: none"> OPD/IPD services - on prevailing CGHS rates 15% discount (except consumables) on existing Hospital Tariff on items not covered/unlisted procedures by CGHS. 10% discount on spectacles IOL cost as per approved limit by DFCCIL 	Daryaganj (Central Delhi), Lajpat Nagar (South Delhi), Eye7 Kids eye Center (South Delhi), Janakpuri (West Delhi), Shaheen Bagh, Indirapuram	Mr. Suraj Kaushal, Desig:-Manager Marketing Mob: +91 9717896107 Email: suraj.kaushal@eye7.in Website: www.eye7.in

(Circular No. 24/2023 dated 12.07.2023)

16. Felix Hospital

Benefits offered	Contact Details
* All medical treatments as per approved by CGHS/NABH 2018 rates.	Mr. Mohammad Raheel, Deputy Manager Marketing Mob : 9650022081, 9599112227 Email : development.psu@felixhospital.com Marketing.raheel@gmail.com

17. Gandhi Hospital

Benefits offered	Contact Details
* Prevailing CGHS rates for indoor treatment for all specialties, OPD Consultations, Investigations and Diagnostic procedures.	Mr. Aman Gupta, Admin Executive Mob: 7982388240, 9582134315 Email: gandhihospital2017@gmail.com

(Circular No. 29/2023 dated 09.08.2023)

18. Artemis Hospital

Benefits offered	Location	Contact Details
<ul style="list-style-type: none"> CGHS Tariff for OPD and IPD specialties such as Cardiology and cardiothoracic surgery, orthopedic with joint replacement, Medical oncology. 12% discount on all OPD, IPD and Health Check up services including Consultations, Room rent, Investigations, Procedures and other facilities. No discount shall be offered on Outsourced investigations, procedures, drugs and consumables. Prevailing tariff 2022 will be applicable 	Gurgaon	Shahjad Hassan, Sr. Manager- Sales & Mktg Artemis Hospital, Gurgaon Email: shahjad.hassan@artemishospitals.com Mob: 9810402797

(Circular No. 39/2023 dated 11.10.2023)

19. Sarvodaya Healthcare (Delhi/NCR)

Particulars	Benefits offered	Locations	Contact Details
IPD	15 % discount on total bills except DCI, Room rent, Blood bank, Outsource Investigations	<ul style="list-style-type: none"> Sarvodaya Hospital, Sector-8, Faridabad, Haryana, 121006. Sarvodaya Hospital, Gaur City-2, Sector-16c, Greater Noida West, G.B. Nagar, U.P. 201301. Sarvodaya Hospital, Sector-19, Faridabad, Haryana-121002. Sarvodaya Imaging Centre, Charak Palika Hospital, New Delhi. Sarvodaya Imaging Centre, NRCH Connaught Place, New Delhi. Indirapuram 	Sh. Saurabh Chaudhary Manager S&M Mob: 9971835139 Email: saurabh@sarvodayahospital.com
	Discount not applicable on TPA/Insurance IPD cases.		
OPD	25% discount on Lab Investigation test. (Except outsourced test)		
	15% discount on Diagnostic test. (Except outsourced test)		
	10% discount on Pharmacy.		
	10% on procedure.		
	10% discount on Physiotherapy.		
	OPD Consultation - Specialty consultation- Rs 500 Super Specialty consultation- Rs 600		

20. Yatharth Hospital (Delhi/NCR)

Particulars	Benefits offered	Location	Contact Details
OPD	25% discount on services.	<ul style="list-style-type: none"> Yatharth Wellness Super Specialty Hospital & Heart Centre, Noida. Yatharth Super Specialty Hospital, Noida Extension. Yatharth Super Specialty Hospital & Trauma Centre, Greater Noida. 	Sh. Ravi Verma Assistant Manager - PSU & Corporate Relations Mob: 8588833394 Email: ravi.verma@yatharthhospitals.com
IPD	15% discount on services (except medicine & implant)		
Health Checkup	10% discount on Preventive health checkup packages.		

(Circular No. 41/2023 dated 06.11.2023)

21. Cloudnine Hospitals

Benefits offered	Location	Contact Details
<ul style="list-style-type: none"> Rs. 10K discount on IPD 10% discount on OPD/consultation 10% discount on Lab tests. Monthly Gynae clinic set up at DFCCIL office Regular online sessions/webinars 	<p>List of Hospitals are enclosed as Annexure IX (iii)</p>	<p>Mr. Chandan AGM/Marketing Cloudnine Hospital Mob: 9990114256 Email ID: chandansi@cloudninecare.com</p>

22. Dr. Sabherwal Dental Clinic

Benefits offered	Location	Contact Details
<ul style="list-style-type: none"> 20 % off on All Treatments, consultation and X-rays except Implants, Braces, Crowns and Bridges treatment 10% off on Implants, Braces, Crowns and Bridges treatment 	<ul style="list-style-type: none"> E-7 Lajpat Nagar, New Delhi-110024 B-202 Sec 19, Noida-201301 	<p>Dr. Uday Sabherwal Dr. Sabherwal Dental Clinic Mob: 9350004448, 9811162115, 9311294688 Email ID: udaysabherwal19@gmail.com</p>

23. Kailash Deepak Hospital

Benefits offered	Location	Contact Details
<ul style="list-style-type: none"> IPD- 15% Discount on Room rent (except ICU, ICCU, CCU, NICU & Nursery), Lab, Diagnostic. OPD -20% discount on Lab, Diagnostic & OPD Consultation Discounted health checkup packages 	<p>5, Vikas Marg, Institutional Area, II, New Delhi, Delhi, 110092</p>	<p>Mr. Manoj Kumar Sr. Manager Corporate Relations Mob: 9711918490, 9871244013 Email ID: marketing@kailashdeepakhospital.com</p>

(Circular No. 04/2024 dated 23.01.2024)

24. List of Empaneled Hospitals of Vadodara Unit

Hospitals	Benefits Offered	Contact Details
Chhani Multispecialty Hospital	<ul style="list-style-type: none"> * 15% discount on Final Hospital Bill (IPD/OPD) * 15% discount on Packages * 10% discount on Pharmacy 	<p>Mr. Ankit Parekh, Hospital Administrator Mob: 7490036797</p>

Spandan Multispeciality Hospital	<ul style="list-style-type: none"> * 10% discount on SOC * 5% discount on Pharmacy * No discount on outsourced facilities like CT Scan, MRI, Blood Bank, NPPA, items like stent and covered medicine and consumables 	<p>Mr. Kartik Shah, Medical Operation Manager</p> <p>Mob: 7819858574</p> <p>Email: info@spandan.co.in</p>
BAPS Shastriji Maharaj Hospital	<ul style="list-style-type: none"> * 10% discount on OPD, IPD, Health Check up Services (except outsourced services) with application of charges list SOC-2023 	<p>Mr. Nirmal Patel, Deputy Manager, Business Development</p> <p>Mob: 9727953710</p> <p>Email: corporate@bapssmho spital.org</p>
Bhalla Amin General Hospital	<ul style="list-style-type: none"> * 5% discount on Consultation Full Time doctors, Pathology (In-house), Radiology (In-house) – OPD Services * 5% discount on BAGH Health Packages * 5% discount on Room rent, Pathology (Inhouse), Radiology (In-house)- IPD services * Free ambulance services within VMC limit in case of emergency 	<p>Mr. Parth Patel, Senior Manager, BD</p> <p>Mob: 9825711116</p> <p>Email: dennis.swami@bagho spital.com</p>
Aashray Hospital	<ul style="list-style-type: none"> * IPD- 10% discount applicable only on Total Hospital Bill including investigations like laboratory (pathology), x-ray, ECG & Excluding Implants, CT Scan, MRI and other Radiological investigations, Blood Products, Outsourced services *OPD-10% discount on consultation only 	<p>Mr. Siddharth, Hospital Administrator</p> <p>Mob: 9624295864</p> <p>Email: aashrayhospital@ gmail.com</p>
Zydus Hospital	<ul style="list-style-type: none"> * 10% discount on OPD Consultation for In-house Consultants (Excluding Visiting consultants) * 10% discount on OPD based Pathological and Radiological Investigations (Excluding Outsourced services) 	<p>Mr. Pawan Patidar, Marketing Executive, Corporate</p> <p>Mob: 9106938880</p>

	<ul style="list-style-type: none"> * 10% discount on Zydus Health Checkup packages (Excluding promotional packages and customized health checkup packages) * No registration Fees in OPD and IPD Registration * 10% discount on Indoor patient treatment (Except packages, medicines, consumables, implants and govt. ceiling rates) 	
Sunshine Global Hospital	<ul style="list-style-type: none"> * First OPD consultation on complimentary basis (Physician, Gen. Surgeon, Orthopedic, Gynecology, Ophthalmology, Spin Surgeon, Urology, Cardiology) with appointment. * 15% discount on OPD Investigation (Radiology & Pathology in house only) * 10% discount on Indoor patient services (excluding Medicine, consumable, Packages, Blood & Blood product & Outsource Services If any) * 10% discount on Health check-up Services Range. For COVID-19 treatment, charges shall be applicable as per the latest circular issued by Vadodara municipal corporation or any changes made on time-to-time basis. * Above discount will be applicable on prevailing Rates 	<p>Mr. Purvansh Dagor, Senior Executive, BD Corporate</p> <p>Mob: 8889243469</p> <p>Email: purvansh.dagor@sunshineglobalhospitals.com</p>
Sterling Hospital	<ul style="list-style-type: none"> * 10% discount on the IPD Services Excluding Pharmacy, Professional Fees, consumables, Packages, Blood product, NPPA-DPCO Products and outsourced services. * 10% discount on OPD Consultation (Not on visiting consultant) & In-house diagnostic services. 	<p>Mr. Denis, Assistant Manager Corporate, Sales and Marketing</p> <p>Mob: 9898852528</p> <p>Email: info@sterlinghospitals.com</p>

Adarsh Heart & Super speciality Hospital (Bharuch)	* 10% discount on Hospital Bill, Lab Bill, Excluding Pharmacy Bills.	Mr. Sanjay, Hospital Administrator Mob: 9601269034 Email: ahsshospital@gmail.com
Orchid Multispeciality Hospital (Bharuch)	* 10% discount on hospital bills excluding Laboratory, Radiology and Pharmacy.	Mr. Pravin Singh, Marketing Head Mob: 9558207870 Email: orchidhospital.mkt@gmail.com
Sunshine Global Hospital (Surat)	<p>Outdoor Patient Services</p> <ul style="list-style-type: none"> * Priority Access consultation * 15% discount on consultation with Full Time Doctors * 15% discount on In house Radiology & Pathology Investigations <p>Indoor Patient Services</p> <ul style="list-style-type: none"> * 5% discount on Inpatient Admission & Services * Priority Admission & Discharge Process * Deposit Free Admission * Dedicated Patient Service Executive <p>Health Check-up Services</p> <ul style="list-style-type: none"> * Customized Health Check-up packages * Onsite Health Check up <p>Emergency Facility</p> <ul style="list-style-type: none"> * Free Pick up & Drop of Admitted Patient within 10 KMS * Dedicated 24x7 Emergency Services 	Mr. Apurva, Deputy Manager, Buisness Development Mob: 9039012231 Email: info@sunshineglobalhospitals.com, Apurve.gore@sunshineglobalhospitals.com
Shalby Multispeciality Hospital (Surat)	* 20% on OPD Consultations for in-house speciality and super speciality consultants (Excluding visiting consultants)	Mr. Jaimin Christian, AGM, Corporate Development

	<ul style="list-style-type: none"> * 15% discount on OPD based Pathological and Radiology Investigation (Excluding outsourced services) * 07% discount on Indoor Patient Treatment (Excluding Machines, drugs, Implants, consumables, packages) * Discounted health check-up packages (For all employees and dependents) * Free ambulance service within the city area (In case of emergency and admission) * Home care facility (Lab services, Doctor consultation, Nursing service, Attendants, Physiotherapy, Medical equipment on rent. <p>Applicable tariff- Current SOC- 2022-2023</p>	<p>Mob: 9925199925</p> <p>Email: corpdev3.surat@shalby.in</p>
Jio Max Multi Speciality Hospital (Surat)	<ul style="list-style-type: none"> * 15% discount on OPD & IPD bill excluding Pathology services Radiology service & Pharmacy. * 10% discount on IPD bills for Pathology service & Radiology service. * 7.5% discount on OPD bills for Pathology service & Radiology service. * 10% discount on OPD & IPD bill for Pharmacy. 	<p>Ms. Manisha, PA to Director</p> <p>Mob: 9825722920</p>

25. List of Empaneled Hospitals of Ambala Unit

Hospitals	Location	Benefits Offered	Contact Details
Amcare Hospital	1. VIP Road, Zirakpur, Punjab	<ul style="list-style-type: none"> * 20% discount on OPD * 15% discount on IPD 	<p>Mr. Rajesh Sandhu, Marketing Manager, Corporate and billing</p> <p>Mob: 7087000400, 9915849808</p>

Indus International Hospital	<ol style="list-style-type: none"> 1. Ambala Chandigarh Highway, DERABASSI (Mohali) (Punjab), 2. Phase 1 Sector 55, Mohali, 3. SCF 98-99-100 Phase 3b2, Mohali, 4. LandranFathegarh State Highway (12A) Pirjan, Fathegarh Sahib (Punjab), Indus Mehendiratta Hospital, Manali House, Ambala City (Haryana) 5. Indus Healthsure Hospital, Chandigarh-Ludhiana Road, NH-95 GHARUAN (Mohali) (PUNJAB) 6. My Hospital Site No. 1-2 Himalya Marg, Mohali. 	<ul style="list-style-type: none"> * 20% discount on OPD (Consultation) * 10% discount on IPD * 10% discount on Diagnostics/Investigation * 5% discount on medicine * 20% discount on health check up 	<p>Mr. TejPreet Singh, Marketing Manager</p> <p>Mob: 9888909584</p>
Neelam Hospital	Rajpura, Punjab	<ul style="list-style-type: none"> * 20% discount on OPD * 15% discount on IPD 	<p>Mr. Arun Kumar, Marketing Manager,</p> <p>Mob: 6283286306</p>
Gaba Hospital	Yamuna Nagar	<ul style="list-style-type: none"> * 15% discount on OPD * 10% discount on IPD 	<p>Help desk</p> <p>Dr. Vandana</p> <p>Mob: 9306752915</p>
Alchemist Hospital	Ojas Hospital, Plot no. H-1 Sector 26, Panchkula (Haryana)	<ul style="list-style-type: none"> * 15% discount on OPD * 10% discount IPD * 15% laboratory & Radiology 	<p>Mr. Puneet, Manager Marketing</p> <p>Mob: 9780011836</p>

M M Institute of Medical Scinces and Research (Mullana)	MMISR Chandigarh Highway, Sadopur, Ambala	* CGHS rates (OPD & IPD)	Mr. Sanjiv, Senior Manager Mob: 9911510110
Park Healing Touch Hospital, Ambala	List of hospitals/location is attached as Annexure-IX (iv)	* 20% discount on OPD & IPD	As per Annexure IX (iv)
SPS Healthcare Limited	Ludhiana	* 20% discount on OPD * 15% discount on IPD	Mr. Ranjit Singh Mob: 8054808083 Mr. Mukesh Singh Mob: 88720207224 Dr. Bineet Sachdeva Mob: 8872027790 Email: ms@sps hospitals.com corporate@sps hospitals.com
Bhagat Orthopadic and Eye Hospital	Ambala	* 15% discount on OPD & IPD	Dr. Mukesh Kumar Mob: 7988644293
Affinity Dental	Ambala	* 25% discount on OPD & IPD	Dr. Sandeep Arora Mob: 9466177347
Rai Hospital	Ambala	* 15% discount on OPD * 10% discount on IPD	Dr. Rai Mob: 9215520690

(Circular No. 29/2023 dated 09.08.2023)

26. List of Empaneled Hospitals of Tundla Unit

a) Ujala Cygnus Rainbow Hospital

Benefits offered	Locations	Contact Details
<ul style="list-style-type: none"> • 10% discount on packages excluding implants, kits, stents & consumables • 15% on hospital Bills for cases other than package (excluding medicines, implants, kits, stents and consumables) • 10% discount on medicines (both OPD & IPD) • 25% discount on OPD consultation (Other than Neuro Department) • In OPD case- 20% discount on Radiological & Pathological Investigations. • Executive Health Checkup package at Rs. 5500/- 	Agra	Sh. Tarun Maini, Business Head Ujala Cygnus Rainbow Hospital (A Unit of Cygnus Medicare Pvt Ltd) NH-19, Sikandra, Agra 282007 Email: finance.agra@ujalacygnus.com Mob: 9897099335

b) Synergy Plus Hospital

Benefits offered	Locations	Contact Details
<ul style="list-style-type: none"> • 10% discount on OPD consultation. • IPD-10% on total hospital bill (excluding medicines consumables and implant). • 10% on Hospital Health Check up packages • Prevailing hospital tariff will be applicable. 	Agra	Sh. Nitin Agarwal, Manager-Accounts Synergy Plus Hospital Agra-282007 Email- sph.accts@gmail.com Mob: 9319650905, 7055511104

c) Maxfort Multi Specialty Hospital

Benefits offered	Locations	Contact Details
<ul style="list-style-type: none"> • IPD-12% on total Hospital Bill (excluding medicines, consumables, disposables & investigation) • OPD-20% on Consultation, 10% on Diagnostics, 10% on Pharmacy & 12% on Daycare procedures • Surgery packages - NIL • Ambulance discount- 10% • Executive Health Checkup- NIL 	Aligarh	Dr. Mansi Chanpuria, AGM- Corporate relations & Empanelments Maxfort Multispeciality Hospital, Aligarh- 202001 Email: mansi.chanpuria@gmail.com Mob: - 07088109901

d) **Mithraj Hospital**

Benefits offered	Locations	Contact Details
• OPD & IPD-20% discount on total Hospital Bill (excluding medicines consumables, implants & packages)	Aligarh	Sh. Sonika Udvani Mithraj Hospital, Ramghat Road, Aligarh (202001) Email - mithrajhospital@gmail.com Mob : 7500242974

(Circular No. 39/2023 dated 11.10.2023)

27. **List of Empaneled Hospitals of Jaipur Unit**a) **Eternal Hospital (Jaipur)**

Particulars	Benefits Offered	Location	Contact Details
OPD	15% discount on OPD consultations, pathological and radiological investigations	3A, Jagatpur RD, near Jawahar Circle, Malviya Nagar, Jaipur, Rajasthan 302017	Sh. Chetan Khandal, Manager-Marketing & Extension Mob : 919799396047 Email : chetan.khandal@eternalheart.org
	15% discount on OPD procedures		
	15% discount on health packages		
IPD	10% discount on gross bill (excluding drugs, consumables, implants, stents, fixed cost packages, blood processing charges, admission fee, registration fee etc.)		

b) **Rukmani Birla Hospital (Jaipur)**

Particulars	Benefits Offered	Location	Contact Details
OPD	20% discount on consultation	Gopalpura Bypass Road, Near Triveni Bridge Gopalpura, Jaipur-302018	Sh. Swapnil Sharma, Manager/Sales & Marketing Mob : 7357017222 Email : swapnil.sharma@ckbirlahospital.com
	15% discount on in-house pathological and radiological investigations		
	10% discount on OPD procedures, non-invasive cardiology procedures like ECHO, TMT		
	10% discount on Preventive Health Check up packages		
IPD	10% discount on total IPD bill except drugs, consumables, implants		

(Circular No. 41/2023 dated 06.11.2023)

28. **Dr. Lal Path Labs (Pan India) as preferred diagnostic partner for investigations/diagnostic tests:**

Dr. Lal Path Labs Limited, India's pioneer medical diagnostic lab has been empanelled by DFCCIL as a preferred diagnostic partner for investigations/diagnostic tests etc. at CGHS rates for DFCCIL employees and their dependents towards outdoor medical treatment as per the procedure mentioned below:

- (i) The employee will have to show his/her valid official ID proof for undertaking any tests or investigations at the lab. For tests of dependent family members, relationship proof/dependent proof along with ID card copy for dependents will be required.
- (ii) Employee may use the services provided by Dr. Lal's Path Labs wherever available and the claims on the expenditures incurred therein are reimbursable which shall be made at CGHS rates as charged by the lab.
- (iii) For the locations where Dr. Lal Path Labs are not available, employees may use services provided by other institutions/labs/ diagnostic centers locally available and claims for reimbursement shall be permitted at actual rates.
- (iv) The claims, against test/investigations which are either not offered by or are not covered at CGHS rates at Dr. Lal Path Labs, shall be reimbursed on actual basis as incurred by the employees at any hospital/labs.
- (v) Payment shall be made by the employee at the time of registration.
- (vi) Discount will not be applicable on CNI Investigations, Packages & Net rates.
- (vii) Employees may avail home collection service but the reimbursement for extra charges incurred due to same will not be borne by DFCCIL.
- (viii) Employees shall claim for reimbursement as per actual amount spent (at CGHS rates) on production of original invoice.
- (ix) In case of any issues in availing CGHS rates at network of Dr. Lal Path Labs, the following details may be provided at Dr. Lal Path Labs: Client Name-DFCCIL, Client Code-C004288397.

(Circular No. 195/2020 dated 06.05.2020, Circular No. 199/2020 dated 14.05.2020 & Circular No. 01/2021 dated 21.01.2021.)

- **Coverage:** Serving employees and their dependent are entitled for the above benefits (self, spouse, dependent children, parents). Retired employees, their spouses, dependent children are also eligible for above benefits on cash basis.
- Empanelment of the hospitals will be valid for a period of **02 years**.
- The employee/dependent shall produce identification proof of DFCCIL to avail the benefits. Family members shall produce ID with relationship proof. All payments shall be made by the employee to the hospital/unit directly.
- List of empanelled hospitals will be updated on DFCCIL website and intranet for information of all the employees.

Annexure-IX (I)

Max Group of Hospitals

S.No.	LOCATION	OPD	IPD	PHP
SOUTH DELHI				
1	Max Super Specialty Hospital (West Block), Saket	Y	Y	Y
2	Max Super Specialty Hospital (East Block), Saket	Y	Y	Y
3	Max Smart Super Specialty Hospital	Y	Y	Y
4	Max Multi Specialty Centre, Panchsheel Park	Y	N	Y
5	Max Institute Cancer Care Lajpat Nagar	Y	Day Care	N
6	Max Med Centre Lajpat Nagar	IMMIGRATION CENTRE		
CENTRAL DELHI				
7	Max BLK Hospital	Y	Y	Y
EAST DELHI				
8	Max Super Specialty Hospital, Patparganj	Y	Y	Only Sunday
NCR				
9	Max Super Specialty Hospital, Vaishali	Y	Y	Y
10	Max Hospital, Gurgaon	Y	Y	Y
11	Max Multi Specialty Hospital, Noida	Y	Day Care	Y
NORTH WEST DELHI				
12	Max Super Specialty Hospital, Shalimar Bagh	Y	Y	Y
MAHARASHTRA				
13	Max Nanavati Super Specialty Hospital	Y	Y	Y
PUNJAB				
14	Max Super Specialty Hospital, Mohali	Y	Y	Y
15	Max Med Centre Mohali	IMMIGRATION CENTRE		
16	Max Super Specialty Hospital, Bathinda	Y	Y	Y
UTTARAKHAND				
17	Max Super Specialty, Dehradun	Y	Y	Y

Annexure-IX (ii)**Apollo Hospitals/Location**

City	Hospitals Name	Location
Ahmedabad	Apollo Hospital International Limited Ahmedabad	Plot No, 1A, Gandhinagar -Ahmedabad Rd, GIDC Bhat, estate, Ahmedabad, Gujarat 382428
Ahmedabad	Apollo Hospitals City Centre	No.1, Tulsi Baugh Society Opp. Doctor House, near Parimal Garden, Ambawadi, Ahmedabad, Gujarat 380006
Ahmedabad	Apollo CBCC Cancer Care - Ahmedabad, Gujarat	Akshara Complex, 12 Shanti Sadan Co-op Housing Soc limited, Parimal Underpass, near Parimal Garden, Ellisbridge, Ahmedabad, Gujarat 380006
Aragonda	Apollo Hospitals	Chittoor Aragonda Rd, Aragonda, Andhra Pradesh 517129
Bangalore	Apollo Hospitals Bannerghatta	154, IIM, 11, Bannerghatta Main Rd, opposite Krishnaraju Layout, Krishnaraju Layout, Amalodbhavi Nagar, Naga, Bengaluru, Karnataka 560076
Bangalore	Apollo Hospitals Sheshadripuram	Old No. 28, 1, Platform Rd, near Mantri Square Mall, VV Giri Colony, Sheshadripuram, Bengaluru, Karnataka 560020
Bangalore	Apollo Speciality Hospital	14 th Cross Road, 212 , Sri Nitturu Srinivasarao Rd, near Madhavan Park Circle, Jayanagar 3rd Block, Jayanagar, Bengaluru, Karnataka 560011
Bhopal	Apollo Sage Hospital	Bawadiya Kalan, Salaiya, Bhopal, Madhya Pradesh 462026
Bhubaneswar	Apollo Hospitals, Bhubaneswar	Plot no, 251, Sainik School Rd, Unit 15, Gajapati Nagar, Bhubaneswar, Odisha 751005
Bilaspur	Apollo Hospital, Bilaspur	Lingiyadih, opposite Vasant Vihar, Bilaspur, Chhattisgarh 495006
Chennai	Apollo Speciality Hospital	5/639, Rajiv Gandhi Salai, Tirumalai Nagar, Perungudi, Chennai, Tamil Nadu 600096

Chennai	Apollo Cancer Centre Teynampet	Nandanam, 320, Anna Salai, Teynampet, Chennai, Tamil Nadu 600035
Chennai	Apollo Children's Hospital	15, Shafee Mohammed Rd, Thousand Lights West, Thousand Lights, Chennai, Tamil Nadu 600006
Chennai	Apollo City Centre Hospital Sowcarpet	No. 134, Mint St, opposite Ramar Temple, Sowcarpet, Peddanaickenpet, George Town, Chennai, Tamil Nadu 600079
Chennai	Apollo First Med Hospitals	Apollo First Med Hospital, 154, Poonamallee High Rd, Kilpauk, Chennai, Tamil Nadu 600010
Chennai	Apollo Hospitals	645, Thiruvottiyur High Rd, Tondiarpet, Chennai, Tamil Nadu 600081
Chennai	Apollo Women's Hospital	16/7, Shafee Mohammed Rd, Thousand Lights West, Thousand Lights, Chennai, Tamil Nadu 600006
Chennai	Apollo Proton Cancer Centre	4/661, Dr Vikram Sarabai Instronic Estate 7th St, Dr. Vasi Estate, Phase II, Tharamani, Chennai, Tamil Nadu 600096
Chennai	Apollo Hospital Chennai	Greaves Lane, 21, Greaves Rd, Thousand Lights, Chennai, Tamil Nadu 600006
Delhi	Indraprastha Apollo Hospital	Indraprastha Apollo Hospital, Mathura Rd, New Delhi, Delhi 110076
Guwahati	Apollo Hospitals	Lotus Tower, International Hospitals, GS Rd, Christian Basti, Guwahati, Assam 781005
Hyderabad	Apollo Hospitals Secunderabad	Pollicetty Towers, St. John's Road, beside Keyes High School, Secunderabad, Telangana 500003
Hyderabad	Apollo Hospitals Hyderguda	Near, Plot No. 3-5-836 to 838, Hyderguda-Basheerbagh Rd, Old MLA Quarters, King Koti, Hyderguda, Telangana 500029
Hyderabad	Apollo Hospitals DRDO	DMRL Cross Rd, Kanchan Bagh, Hyderabad, Telangana 500058

Chennai	Apollo Hospitals	Plot No, 64, Vanagaram-Ambattur Rd, Ayanambakkam, Ambattur Industrial Estate, Chennai, Tamil Nadu 600095
Hyderabad	Apollo Hospitals Jubilee Hills Hyderabad	Rd Number 72, opposite Bharatiya Vidya Bhavan School, Film Nagar, Hyderabad, Telangana 500033
Indore	Apollo Hospitals - Indore	Sector-D, Scheme No 74C, Vijay Nagar, Indore, Madhya Pradesh 452010
Kakinada	Apollo Hospitals Kakinada	#13-1-3, Main Road, Surya Rao Peta, Kakinada, Andhra Pradesh 533001
Karaikudi	Apollo Reach Hospitals, Karaikudi	Madurai Main Road, Managiri, Karaikudi, Tamil Nadu 630307
Karim Nagar	Apollo Reach Hospitals, Karimnagar	Railways Station Road Road Number 2, Telangana 505001
Karur	Apollo Hospital Karur	163 A- E, Allwyn Nagar, 30, LGB Nagar, Kovai Main Rd, Vaiyapuri Nagar, Ramanujam Nagar, Karur, Tamil Nadu 639002
Kochi	Apollo Adlux Hospital	Near Adlux convention center Cable Junction Ernakulam District, National Highway 47 Karukutty, Angamaly, Kerala 683576
Kolkata	Apollo Multispeciality Hospitals	58, Canal Circular Rd, Kadapara, Phool Bagan, Kankurgachi, Kolkata, West Bengal 700054
Lucknow	Apollomedics Super Speciality Hospitals	Kanpur - Lucknow Rd, Sector B, Bargawan, LDA Colony, Lucknow, Uttar Pradesh 226012
Madurai	Apollo Speciality Hospitals Madurai	80 Feet Rd, KK Nagar, Tamil Nadu 625020
Mumbai	Apollo Hospitals	Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614
Mysore	Apollo BGS Hospitals, Mysuru	Adichunchanagiri Road, Jayanagar, Kuvempu Nagara, Mysuru, Karnataka 570023

Nasik	Apollo Hospitals	Plot No. 1, Swaminarayan Nagar, New Adgaon Naka, Panchavati, near Lunge Mangal Karyalay, Nashik, Maharashtra 422003
Nellore	Apollo specialty Hospitals	16/111, 1133, Muthukur Rd, Pinakini Avenue, Ramji Nagar, Nellore, Andhra Pradesh 524004
Noida	Apollo Hospital-Noida	E 2, Apollo Hospitals Rd, Block E, Sector 26, Noida, Uttar Pradesh 201301
Trichy	Apollo Speciality Hospitals	Chennai Bypass Road Ariyamangalam Area, Old Palpannai, Tiruchirappalli, Tamil Nadu 620010
Visakhapatnam	Apollo Hospitals & Cancer Unit Health City Visakhapatnam	Q868+GR Arilova, Visakhapatnam, Andhra Pradesh
Visakhapatnam	Apollo Hospitals Ramnagar Vizag	Door No 10, Executive Court, 50-80, Waltair Main Rd, opp. Daspalla, Ram Nagar, Visakhapatnam, Andhra Pradesh 530002

Annexure-IX (iii)**Cloudnine Hospitals/Location**

S. No.	Hospitals Name	Location
1	Jayanagar, Hospital	Cloudnine, #1533, 9th Main, 3rd Block Jayanagar, Bengaluru -560011
2	Malleshwaram, Hospital	Cloudnine, #47, 17th Cross, 11th Main, Malleshwaram, Bengaluru -560055
3	Old Airport Road, Hospital	Cloudnine, #115, Opp. Total Mall, old Airport Road, Bengaluru-560017
4	Whitefield, Hospital	Nagarjuna Sai Signet Plot no.11, Survey No. 88,Whitefield Bengaluru 560066
5	HRBR, Hospital	#636/1,Horamavu Village, K R Puram, Hobli (HRBR Layout), Bengaluru South Taluk, Bengaluru, Karnataka- 560048
6	Bellandur, Hospital	No. 1/79/4, Bellandur Village, VarthurHobli, Bengaluru East Taluk, Bengaluru 560103
7	Chennai, Hospital	Cloudnine - T Nagar,54, VijayaRaghavaRoad,T Nagar Chennai 600017
8	Mumbai, Malad hospital	SiddhachalArcade,CTS Nos. 1084C and 1186A,Link Road, Malad West, Mumbai 400064
9	Mumbai, Vashi hospital	Plot No. 17, Sector-19D, Vashi, Phase 2, Sector 19D, Vashi, Navi Mumbai, Maharashtra 400705
10	Pune,Kalyaninagar Hospital	Hermes Waves, Survey No. 212/1B, Plot no. 59 C, Kalyaninagar, Pune 411006
11	Pune, Shivajinagar Hospital	No. 103, CTS No. 3175, Plot No 65, Shree Shivaji Co-Operative Housing Society Limited., Senapathi Bapat Road, BhamburdaShivajinagar, Pune 411016
12	Gurugram Hospital	MSJ House, Plot No. A-2, Mayfield Gardens, Sector 47, Gurugram, Haryana.
13	Chandigarh, Hospital	Site No. 48, Industrial Area, Phase-II, Chandigarh, 160002

S. No.	Hospitals Name	Location
14	Noida Hospital	C-9, Hoshiarpur Village, Sector 51, Noida, Uttar Pradesh 201301
15	Kanakpura Hospital	No, 766 And 767, Kanakapura Rd, Narayana Nagar 1st Block, Doddakallasandra Village, Bengaluru, Karnataka 560062
16	Sahakarnagar Hospital	Cloudnine, #1533, 9th Main, 3rd Block Jayanagar, Bengaluru -560011
17	Electronic city Hospital	3, Opp Puma Showroom, Doddathoguru Village Electronic City Phase 1, Neeladri Road, South, Taluk, Bengaluru, Karnataka 560100
18	Delhi Hospital	Community Centre, Plot, Street Number 6B, Fazalpur, I.P.Extension, Mandawali, Delhi, 110092
19	Panchkula Hospital	Swastik Vihar, Chandigarh - Panchkula Rd, Mansa Devi Complex, Sector 5, Panchkula, Haryana 134109
20	Faridabad Hospital	Plot No. 1B, 213/214, NH - 1, Block B, New Industrial Twp 1, New Industrial Town, Faridabad, Haryana 121001
21	Chennai OMR hospital	148, Old Mahabalipuram Rd, Mettukuppam, Thoraipakkam, Tamil Nadu 600097
22	Punjabi Bhag, New Delhi	Plot No. 1, North West Avenue Club Road, Punjabi Bagh, New Delhi - 110026
23	Gurugram Sector 14	94/4, Gurunanak Tower, MG Road, Old DLF, Gurugram, 122001
24	Ludhiana	Ferozepur Rd, opp. to MBD Mall, Mahavir Nagar, Bhai Randhir Singh Nagar, Ludhiana, Punjab 141012

Annexure-IX (iv)**Park Group of Hospitals/Location**

S. No.	Hospitals Name	Address	Contact Details
1	Park Mediworld Pvt Ltd	Meera Enclave (Chowkhendi), Near Keshopur Sabzi Mandi, New Delh-110018	Mr. Raju Singh Phone No. 011-45323232 Mob: 8447313605 Email: park.hospital12@gmail.com, tpa.park@gmail.com
2	Park Mediworld Pvt Ltd	Q-Block South City, Sector-47, Main Sohna Road, Gurugram, Haryana	Mr. Vishnu Phone No. 0124-4900000 Mob: 7503141444 Email: Gurgaon@parkhospital.in, parktpadesk@gmail.com
3	Aggarwal Hospital and research Pvt. Ltd.	J-Block, Sec-10, Near Court, Faridabad, Haryana	Mr. Amit Phone No. 0129-4200000 Mob: 9015796421 Email: parkfaridabad@gmail.com, tpa.parkfbd@gmail.com
4	Park Medicity India Pvt. Ltd.	National Highway No-1, Village Siwah, Panipat	Dr. Pradeep Kanchi Phone No. 9467732306 Email: parkpanipat@gmail.com, tpadeskpanipat@gmail.com
5	DMR Hospitals Pvt. Ltd.	CHD City, Sector 45, G T Karnal Road, Karnal, Haryana	Dr. Ranjana Sharma Phone No. 0184-6620000 Mob: 8397050505 Email: parkkarnal@gmail.com, tpa.parkkarnal@gmail.com
6	The Signature Hospital (A unit of Park Medicity North Pvt. Ltd.)	Sector-37 D(BPTP), Dwarka Expressway, Gurugram Haryana	Mr. Pushpender Singh Phone No.: 0124-5000005 Mob: 9582367888 Email: signaturehospital@gmail.com, tpadesk@thesignaturehealthcare.com
7	Healing Touch Super Specialty Hospital (A unit of Blue Heavens Health Care Pvt. Ltd)	Sultanpur Chowk, Nr. Dhulkot Barrier, Ambala Chandigarh Expy, Ambala, Haryana 134003	Dr. Jagmohan Obetoi Mob: 9315149022 Ms. Deepika Bhatia Mob: 8851503602 Email: healingtouchhospitaladmn@gmail.com, healingtouchhospital2012@gmail.com

S. No.	Hospitals Name	Address	Contact Details
8	Umkal Healthcare Pvt.	H Block, Chauma Village, Sector 1, Palam Vihar, Gurugram, Haryana 122017	Dr. Swinky Phone No. 9910041916 Email: metrohospitalpalamvihar@gmail.com, billing.uhc@gmail.com
9	Kailash Hospital (A Unit of Kailash Super Specilaity Hospital Pvt. Ltd.)	NH8, Behror, Rajasthan 301701	Dr. Pradeep Malik Phone No. 7042648235 Email: info.parkhospitalbehror@gmail.com tpa.parkkh@gmail.com
10	Nidaan Hospital (A unit of Narsingh Healthcare Pvt. Ltd.)	Murthal Rd, Sonipat, Haryana 131001	Mr. Arun Sharma Mob: 9716075820 Email: info@nidaanhospital.com
11	Park Medicity world pvt. Ltd.)	Urban Estate, Patiala Punjab	Dr. Himani Sharma Mob: 9810257959
12	Amar Medical & Research centre (A unit of Ratangiri Innovations Pvt.Ltd.)	Sector-3, Kiran Path Mansarover, Jaipur, Rajasthan- 302020	Dr. Ram Mob: 9810748258
13	Grecian Super Speciality Hospital (A unit of RGS Healthcare Ltd.)	Near Vill.Kumbra, Sector-69, SAS Nagar - 160062,Punjab	Ms. Simran Mob: 7982519505

(Circular No. 29/2023 dated 09.08.2023)

Note- Contact details of hospitals is as per details provided by the hospital at the time of empanelment, which may be subject to change.

Chapter – XIII

DFCCIL EMPLOYEE WELFARE TRUST

In order to carry out welfare activities of the employees and their families, Company have a registered trust namely 'DFCCIL EMPLOYEES WELFARE TRUST'. Trust is being administered and managed by the 'Board of Trustees'.

1. Composition of the Trust:

The criteria for Board of trustees-board shall consist of the following: -

- (a) GGM from Administration Department.
- (b) GM from Accounts Department.
- (c) GGM from HR Department.
- (d) Four representatives of employees below General Manager level to be nominated by Managing Director. One of them should be female employee to represent the woman employees.
- (e) Any other representative of employees (not exceeding two) to represent special interest as may be considered necessary by the Managing Director.

2. Sources of Fund for Welfare Activities:

- a) The fund was started initially with a corpus of Rs. 25 lakhs contributed by DFCCIL out of which Rs. 5 lakhs was held in perpetuity and Rs. 20 lakhs was towards expenditure on various welfare activities. Thereafter, DFCCIL has contributed annually by increasing the assigned amount of Rs. 20.00 lakhs by 10% annually till the completion of the Construction Phase
- b) The fund shall be financed from the following sources:
 - (i) Subscription from the employees at the following rates: -

1) DGM & Above	Rs. 200/-
2) Executive and Above	Rs.100/-
3) Below Executive level	Rs. 25/-
 - (ii) Membership will be compulsory for all the regular employees and Deputationists only.
 - (iii) Voluntary contribution from the employees or other individuals, organizations, etc.
 - (iv) Miscellaneous receipts such as from interest on investments, charity shows, fetes, etc.
 - (v) After completion of Construction Phase, DFCCIL shall make an annual contribution which will be in matching measure to the

contribution made by the employees in the previous year and shall credit to the Fund on the 1st April of each financial year.

3. Welfare Activities:-

(a) General welfare activity including recreation and amusement shall be restricted to regular employees/Deputationists and their family members such as:

- (i) Sports activities like participation in events by employees or their family members, Annual Sports Day, etc.
- (ii) Annual picnic to be organized by Field Units and Corporate Office for the employees and their family; and
- (iii) Cultural activities of employees including educational-cum-recreation tours of the employees or of their children.

(b) Provision of education to employees children:

Awarding scholarships for Professional like Technical, Medical, Computer, Accountancy & Management education of children of regular employees/ Deputationists provided no other assistance is availed by the employees from the corporation or any other source;

(c) Relief from distress to employees:

- (i) Financial assistance to below Executive level employees suffering from TB, Leprosy, Cancer, mental diseases or any other terminal disease, when on leave without pay.
- (ii) Supply of artificial limbs when necessary to deserving regular staff/ deputationists or their family members.

(d) Annual Voluntary Medical Check-ups and Camps:

For the employees/spouses who are 35 years and up to 45 years for male and 40 years for female employees/spouse at the hospitals/clinics approved by 'The trust' or in the office/colony premises, as the case may be, with a view to detect dreaded diseases, if any, at the early stage;

- (i) Annual Voluntary Medical Checkup consisting of basic tests and investigations.
- (ii) Camps for Cancer Detection/Eye Screening etc.
- (iii) Homeopathy and Allopathic Doctors for all employees in corporate office who will provide free consultancy to the employees.

(e) Marriage Gift:

To have the sense of belongingness with the employee on the happy occasion of self and/children's marriage;

- (i) @ Rs.5000/- on self-marriage
- (ii) @ Rs.2500/- on son/daughter's marriage.

(f) Resort Facilities:

The Trustee, if any appointed by the Trust, will work out the details for finalizing the family holiday resorts by contacting the holiday providers. The final terms and conditions will be laid down for approval of MD and will be applicable to the regular employees/ Deputationists and their family members.

(g) Financial Assistance in case of death: (*)

In case of death of an employee, an amount of Rs. 5 lakhs will be provided to the family."

*(*Clause 9 (g) amended vide circular no 10/2022-HQ/HR/3Welfare Fund Rules Date: 29.03.2022)*

(h) Scholarship for the wards of the bereaved families of the deceased employees:

One time educational grant on admission to the degree/diploma courses for professional/technical/engineering studies may be given as under:

- (a) Graduation - Rs.10,000/- or actual whichever is lower per child on submission of fee receipt from the family.
- (b) Diploma Courses Rs. 15,000/- or actual whichever is lower per child on submission of fee receipt from the family.
- (c) Engineering Graduate Courses/ Professional Degree - Rs.25,000/- per annum per child on submission of receipt of fee by the family.

(i) Educational Assistance to the wards Children of deceased employee:

Up to the level of senior secondary (12th standard) education up to Rs. 15,000/- per annum per child subject to a maximum of two wards of the employee.

4. Definition of Family:

The definition of "Family" shall be as provided for in DFCCIL Medical Rules.

Chapter-XIV

Social Security Schemes

Section-I

DFCCIL Employee's Pension Scheme - NPS

1. Short Title and Commencement:

- a) The scheme will be called **DFCCIL Employee's Pension Scheme-NPS**.
- b) They shall come into force w.e.f **01.01.2017**.

2. Application:

The scheme shall be applicable to:

- i. All regular employees of the company.
- ii. These rules shall not apply to Deputationists, Consultants, Advisor, casual/daily rated employees and those on contract.

3. Contribution:

- a) The contribution of the employer will be @10 % of BP+DA.
- b) The employer's contribution @ 10% of BP+DA will commence from 01.01.2017, for regular employees as on 01.01.2017. For employees who have joined DFCCIL as regular employees after 01.01.2017, the contribution of the employer @10% of BP+DA will commence from date of their joining.
- c) Employees are given an option to contribute voluntarily. In such cases, the voluntary contribution of employee will commence from the month following the enrolment of the employee under NPS and allotment of Permanent Retirement Account Number (PRAN).

4. Operation of the Scheme:

The detailed guidelines/norms issued by Govt. of India (PFRDA) for NPS from time to time will be adopted for DFCCIL. The existing features adopted for operation of the scheme in DFCCIL is mentioned in Annexure A.

- 5. Charges payable for operation of the pension scheme (Registration charges, service/administrative charges on employer's contribution) will be borne by DFCCIL. Service/administrative charges on voluntary contribution of employee will be borne by employee (subscriber).
- 6. Any changes and amendments issued subsequently in the NPS by the GOI will be adopted and notified.

Annexure A**Operation of the NPS Scheme**

1. The scheme has two Tiers i.e. Tier-I & Tier-II.
2. The contribution of the employer (DFCCIL) @ 10% of BP+DA and their investment return would be deposited in a non-withdrawal pension Tier-I account.
3. Tier II is a voluntary savings facility with the facility of withdrawal as per employee option. DFCCIL will not make any contribution to this tier-II account. Employees can contribute in Tier I and/or Tier II.
4. Central Record Keeping Agency (CRA), an entity authorized by PFRDA to act as an operational interface between PFRDA and other NPS intermediaries will be nominated from the Authorized CRAs published by PFRDA with the approval of MD.
5. Point of Presence (POP), a separate entity authorized by PFRDA to work as an interface between corporate subscriber (employee) and the NPS architecture will be nominated from the authorized list of POPs published by PFRDA after negotiating the service charges with the prospective POPs invited for bidding for NPS scheme in DFCCIL with the approval of MD.
6. **Exit & Withdrawal from the Scheme:**
 - (i) An employee covered under the scheme can exit at or after attaining the age of 60 years from the Tier – I of the system. At exit, it would be mandatory for the individual to invest 40 % of the pension wealth to purchase an annuity from an IRDA regulated life insurance company, which will provide for pension for the lifetime of the employee and his dependent parents/spouse at the time of retirement. The balance 60% is paid as lump sum payment to the subscriber. If the corpus is less than Rs.2 lacs complete withdrawal may be opted by the employee.
 - (ii) In the case of employee, who leaves the system before attaining the age of 60 years, the mandatory annuitization would be 80 % of the pension wealth to be utilized for purchasing an annuity for providing pension to the subscriber. The balance (20%) can be withdrawn in lump sum. If the corpus is less than Rs 1 lacs then complete withdrawal may be opted by the employee.
 - (iii) In case of death, the option of 100 % withdrawal from the scheme will be available to the Nominee.
 - (iv) The employee who have superannuated since 01.01.2017 onwards and before implementation of the scheme in DFCCIL will be enrolled under the scheme in case their corpus is more than Rs. 02 lacs, otherwise their contribution will be paid to them.

7. Investment Choice Asset Allocation:

- i) The scheme provides for following options under Active Choice for investment by the employee:
 - **Asset Class E:** Investment in predominantly equity market instrument.
 - **Asset Class C: Investment in fixed income instruments other than Government securities.**
 - **Asset Class G: Investment in Government Securities.**
 - **Asset Class A: Investment in Alternate Investment Fund.**
 - ii) The scheme also provides for an option to the Subscriber for investment under Auto choice option, where the investment across the asset classes E, C & G is made automatically based on age.
8. For Investment, the employee will have to choose anyone from the nominated Pension Fund Managers (PFMs) appointed by PFRDA for investment in Asset classes as per his/her choice.
 9. For Annuity Service Provider (ASP), subscriber (employee) may choose the service provider from the nominated ASPs of PFRDA as per his/her choice.
 10. For more details about NPS, their website www.pfrda.org.in may be referred to.

Joint Procedure Order for Implementation of DFCCIL Employee's Pension Scheme- NPS

1. The scheme will be effective from 01.01.2017.
2. The employer's contribution @ 10% of BP+DA will commence from 01.01.2017, for regular employees as on 01.01.2017. For employees who have joined DFCCIL as regular employees after 01.01.2017, the contribution of the employer @10% of BP+DA will commence from date of their joining.
3. Employees have an option to contribute voluntarily. In such cases, the voluntary contribution of employee will commence from the month following the enrolment of the employee under NPS and allotment of Permanent Retirement Account Number (PRAN).
4. Appointment of Central Record Keeping Agency (CRA) and Point of Presence (POP) will be finalized from the approved list published by PFRDA, with the approval of MD.
5. The process for getting DFCCIL registered in the CRA system through POP for allotment of Corporate Registration Number (CRN) will be done by HR.
6. HR will process the filling up of the forms of employees for enrollment under NPS scheme through online/manual mode.
7. All the completed forms will be handed over to the nominated POP by HR for

forwarding it to CRA for generating PRAN of each employee/subscriber. On every subsequent joining, the same process will be followed.

8. In case an employee is already enrolled under NPS and has a PRAN, in such cases, his/her account will be mapped with the POP of DFCCIL. HR will process the above cases with the nominated POP.
9. In case of an employee who leaves the organization for joining other organization, HR will initiate the process to de - link the account through nominated POP to enable the employee to get his PRAN account mapped to new organization.
10. Monthly remittance (employer's and employee's voluntary contribution) to POP will be managed by Finance. *(HQ-HR/COPO9(HR)/5/2020-HR-COORD AND POLICY Dated: 26.05.2020)*

Section-II

Employee Provident Fund

DFCCIL PF Operation with EPFO:

In compliance with 'The Employees' Provident Funds and Miscellaneous Provisions Act, 1952' and approval from the DFCCIL Competent Authority i.e. Managing Director, the company's EPF account has been established under account No. (Establishment ID) DL-42192. Contributions from both DFCCIL employees and their employers commenced from March 1, 2011. Here's an overview of how EPF accounts operate for DFCCIL employees with EPFO:

- i) Accounts department is making the necessary deductions (Employer as well as Employee's contribution), prepare challans, deposit contribution in EPF account, and related necessary routine returns to EPFO.
- ii) HR is in the forefront to co-ordinate in the matter.

Applicability of the EPF Act and EPF Scheme:

- a. The EPF Act is an act that provides for the institution of provident funds (EPF), pension fund (EPS) and employee's deposit-linked insurance scheme (EDLI) for employees in factories and other establishments and vide section 5 provides for a welfare scheme for the establishment of provident funds under the Act for employees or for any class of employees and specify the establishments or class of establishments to which the said scheme shall apply i.e. the EPF Scheme brought into force to secure a better future for employees enacted by the Government of India.
- b. Under the EPF Scheme, both employers and employees must make their contributions to the Employees' Provident Fund (EPF). The interest earned on the amount is credited to the EPF account and is available to the employee at the time of retirement or exit from the employment provided certain conditions are fulfilled.
- c. The administration and management of EPF is carried out by the EPFO.

The Key Aspects Covered under the EPF Act and EPF Scheme:

The EPF Act is applicable to every establishment which employees 20 (twenty) or more persons and every such employer shall be required to be registered under the EPF on the government website 'Employee Provident Fund Organization (EPFO)'.

1. The contributions payable by the employer under the EPF Scheme shall be at the rate of 12% (twelve percent) of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance (if any) payable to the employees regularly on a monthly basis. For EPS members, the 12% (twelve percent) rate is allocated as follows: 8.33% is the

employer's contribution towards the EPS Scheme, while 3.67% goes towards the EPF.

2. The employees are also required to make an equal and matching contribution of 12 % (twelve percent), which makes the total monthly percentage contributed to 24 % (twenty-four percent).
3. As per para 26 A of the Employees Provident Fund Scheme, 1952 in case the employee earns more than INR 15,000 per month including dearness allowance, retaining allowance (if any) and cash value of food concession, the contribution payable by the employee, and in respect of the employee by the employer, shall be limited to the amounts payable on a monthly pay of INR 15,000 (Indian Rupees Fifteen Thousand only) including dearness allowance, retaining allowance (if any) and cash value of food concession.
4. However, members are also having the option to contribute on higher wages, surpassing Rs. 15,000/- (Fifteen Thousand only), upon securing permission from APFC/RPFC in accordance with the provisions outlined in para 26(6) of the EPF scheme.
5. However, since September 1, 2014, the EPFO has ceased granting new memberships under the EPS Scheme to individuals who joined PF membership after that date. Consequently, in such instances, the entire 12% of the employer's contribution is directed to the EPF account.
6. Members have also the option to make voluntary contributions beyond the standard 12% (twelve percent) rate.

Section-III

DFCCIL Post-Retirement Medical Benefit Scheme

1. Objective

To set up a Post-Retirement Medical Scheme (PRMS) for catering to the medical requirements of the eligible employees of DFCCIL and spouse of deceased DFCCIL employees in IDA pay-scales.

2. Title of the Scheme:

The scheme be known as "DFCCIL Post-Retirement Medical Benefit Scheme".

3. Eligibility:

The scheme will apply to the following categories of the employees:

- i) The Scheme shall be applicable to serving employees in IDA pay scales of pay who would superannuate after putting in 15 years service in CPSE(s). The period of service rendered on secondment / deputation to any other concern under the management or services lent by the company to any PSU/ Autonomous Body / Statutory Body / office would be counted for the purpose.
- ii) The scheme shall also be extended to all categories of Superannuated employees in IDA pay scales, who have superannuated on 01.01.2017 or afterwards, after putting in at least 15 years of service in CPSE(s), and spouse of above-mentioned category of deceased employees or ex-employees, who had died after 01.01.2017.
- iii) Minimum requirement of 15 years' service shall not be applicable for Board level Executives who have retired / will retire or have completed / will complete their tenure after 01/01/2017.
- iv) Employees who resign from service (excluding resignation covered under "technical" formality clause), and those employees upon whose services are terminated, removed or dismissed is imposed because of disciplinary proceedings, shall not be eligible for benefits under this scheme.
- v) In the event of death of a member or an employee who is permanently disabled & incapacitated, leading to cessation of his/her service, before putting in 15 years of service in a CPSE, or, to early retirement before putting in 15 years' service in CPSE(s), he/she and his/her beneficiary will become eligible for the benefit under this scheme.
- vi) Cases of VRS/VSS would be governed by such specific schemes of VRS/VSS. Benefits under this scheme would not accrue to VRS/VSS optees automatically
- vii) Spouse will not be eligible for medical facility under this scheme in the event of re-marriage.

viii) While calculating the period of service of 15 years, any period of service rendered as Trainee, internship or casual, contractual shall not be counted. The service rendered in Government shall not be counted for the purpose of computation of total service in CPSE(s).

3.1 The following category of employees are not covered under the scheme.

- i. Ad-hoc/contract employees including those on casual or daily wages
- ii. Part-time and re-employed employees
- iii. Consultants and advisors
- iv. Employees on deputation to DFCCIL
- v. Those whose services have been terminated/ dismissed / removed.

4. Definitions:-

In this Scheme unless the context otherwise requires:

- i) "EFFECTIVE DATE" in relation to the Scheme shall mean 1st day of January, 2017, the date as from which the scheme takes effect;
- ii) The "COMPANY" shall mean "Dedicated Freight Corridor Corporation of India Ltd."
- iii) The "EMPLOYER" shall mean Dedicated Freight Corridor Corporation of India Ltd. through its Chairman & Managing Director or the Managing Director, as the case may be.
- iv) "SCHEME" shall mean DFCCIL Post-Retirement Medical Scheme (PRMS).
- v) "TRUST" shall mean DFCCIL Post-Retirement Medical Trust
- vi) "RULES" shall mean the Rules of the Scheme as herein set out and any amendments made thereto from time
- vii) "EMPLOYEES" shall mean – The regular employees of the Company in IDA pay scales who are eligible as per para – 03 above.
- viii) "MEMBER" shall mean an Eligible employee and retired or ex-employee who has been admitted to the membership of the Scheme.
- ix) "SERVICE" shall mean in relation to a Member the period for which for the purpose of the scheme, he/she has been or deemed to be in continuous service with the employer including service rendered in CPSE(s), the period of regular service in DFCCIL up to the date of his normal retirement date or the date of cessation of service, as the case may be, and this will include, inter alia, period of authorized leave.
- x) "SUPERANNUATION" shall mean in respect of each employee the date on which he attains the age of 60 years or as fixed by the Company.
- xi) "BENEFICIARY" shall mean the Member, his/her spouse and mentally/ physically disabled children totally dependent upon the member.

- xii) "QUALIFYING SERVICE" includes
 - a) past services rendered in continuity in CPSEs;
 - b) the period from the date of joining as a regular employee, including as probationer.
- xiii) "SALARY" shall mean Basic Pay, Dearness allowance and stagnation pay, if any.

5. Conditions for Joining the Scheme:

The eligible employees mentioned in para-3, at the time of his retirement, or, the beneficiary in case of an employee/ ex-employee who is/was eligible under para 3.0 above, shall be eligible to become a Member of the scheme by submitting an application to the Company in the prescribed Proforma (Form-A) and if found eligible, he/she will be issued a **membership card**.

Further that the concerned employee shall not be eligible to avail of the benefit under the scheme in case he/she is already availing of similar benefit from Govt. Hospitals/ Dispensaries or other CPSE Hospitals/ Dispensaries (if any).

The management reserves the right to approve/not approve the membership of any person. The decision of the management of the Company in this regard shall be final.

MANAGEMENT OF THE SCHEME

6. Funding of the Scheme

- 6.1 Vide clause (v) of Annexure-IV of DPE's Office Memorandum No. 2(70)/09- DPE(WC) dated 26.11.2008, CPSE's have been allowed to make their own scheme to take care of the superannuation benefits of IDA scales employees consisting of Contributory Provident Fund, Gratuity, Pension and Post-Retirement benefits to the tune of maximum 30% of basic pay plus DA vide DPE's Office Memorandum No. 2(70)/08-DPE(WC)-GL-VII/09 dated 2.4.2009. In accordance with DPE instructions, DFCCIL is incurring expenditure of approximately 27% on Gratuity, Pension scheme (NPS) and Employer's contribution towards Provident Fund, leaving a balance of 3% of basic pay and DA for Post-Retirement Medical Scheme. Accordingly, 3% (maximum) shall be contributed towards Post-Retirement Medical Scheme. Every year a provision shall be made as per DPE's O.M. dated 26.11.2008 and 21.05.2014 to take care of the medical needs of IDA pay scale ex-employees.
- 6.2 DFCCIL as employer shall contribute towards Post-Retirement Medical Scheme maximum at the rate of 3% of 'Basic Pay + DA' drawn by the employees. In the present scenario since DFCCIL NOT fully operational

and is technically not securing profits, a contribution of 2% will be set aside from its D&G charges. This rate of 2% shall continue in future also when the company enters its Operation phase and starts earning profit. However, this rate of contribution can be increased upto 3% if in future, it is felt that more funds are needed as per the provision in para-6.3 below.

- 6.3 The ordinary Annual/Monthly contribution of 2% may be got reviewed annually by an Actuary, if the need is felt. The rate of contribution may be increased maximum upto 3%, or decreased as per the Actuarial report, with the approval of the MD/DFCCIL. The overall ceiling of 30% of salary for all superannuation schemes shall be adhered to.

7. Creation of Trust

- a) The DFCCIL Post-Retirement Medical Benefit Scheme will be administered and managed through a Trust, hereinafter called as DFCCIL Post-Retirement Medical Trust especially formed for this purpose.
- b) DFCCIL will make an upfront contribution every year to the fund to the extent of 2% of the basic pay + DA of the employee, out of 30% for superannuation benefits as per DPE guidelines. The contribution can be increased maximum upto 3% in terms of para-6 above.
- c) MD will nominate officers of Trust and frame appropriate Rules for forming and management of the Trust. He will nominate a functional Director as its Chairman and Executive Director as Secretary.

8. Management of the Scheme

- 8.1 Chairman & Managing Director/ Managing Director shall nominate Trustees of the DFCCIL Post-Retirement Medical Fund hereinafter referred to as "Board of Trustees" for managing contribution to the corpus, management and investment of the Fund, who will ensure that the Fund is invested in risk free securities. The Board of Trustees may delegate the work to a Committee, to work under its supervision, for monitoring of Scheme, investment of funds, disbursement of funds, etc.
- 8.2 The Board of Trustees would be competent to:;
- i. Nominate executives for signing agreements/documents/ operating bank account(s) on behalf of the Trust and Scheme, and
 - ii. Nominate executives for taking all actions as may be incidental to operate/ amend/interpret the Scheme from time to time.

BENEFITS UNDER THE SCHEME

9. Benefits

The medical benefits to the 'beneficiary' as defined in Para-4 above will be admissible for the following treatment taken only in India as per details indicated below-

- (a) Indoor treatment for self and spouse.
- (b) Outdoor treatment including executive health checkup (annual) for self and spouse and for special diseases.
- 9.1 Outdoor medical treatment includes Annual/periodical health checkup costs besides expenditure incurred on pathological tests/investigations, radio diagnostics etc.
- 9.2 Indoor treatment means treatment taken during hospitalization.
- 9.3 The entitlement of room rent and other treatment charges including surgical and non-surgical treatment shall be on the scale as admissible to a serving employee from time to time, corresponding to the last post/grade held by the employee.
- 9.4 Outdoor Treatment for Special diseases shall be as per the reimbursement of special diseases laid down in DFCCIL Medical Rules. It shall include Ophthalmic Treatment, Dental Treatment, Hearing Aid, Artificial limbs and appliances, Pathological and other Diagnostic Investigations and Procedures, as described in DFCCIL Medical Rules.
- 9.5 Advance for indoor medical can be allowed based on estimate given by the hospital to an extent of 75% of the estimated expenditure. After discharge from the hospital, the beneficiary will settle the claim within 30 days.
- 9.6 The reimbursement of expenses towards medical equipment/treatment without indoor admission will be as per the entitlements contained in DFCCIL Medical Rules applicable at the time of treatment.

10. **Reimbursement of Medical Expenses: -**

The beneficiaries shall submit their claims along with a copy of the self-attested membership card. The claim shall be submitted by the beneficiary on the prescribed Proforma.) (Form-B)

11. **Claims for Reimbursement: -**

11.1 **Hospitalization: -**

Claims for reimbursement of Hospitalization can be submitted by the beneficiary after the treatment, in the prescribed Proforma (Form-B) along with required hospital treatment Bills and supporting documents as prescribed from time to time.

- (a) No Travelling Allowance/Conveyance is payable for outstation treatment.

11.2 **OPD/Outdoor for special Diseases/other claims of treatment without indoor admission:**

Claims for Reimbursement of OPD expenses should be submitted quarterly during the financial year along with documents in original viz. Bills of medicines, tests and doctors prescriptions etc. as per details below:

- (a) Bills for the period of treatment from 1st March upto May to be submitted in the 1st week of June;
- (b) Bills for the period of treatment from 1st June upto August to be submitted in the 1st week of September;
- (c) Bills for the period of treatment from 1st September upto November to be submitted in the 1st week of December;
- (d) Bills for the period of treatment from 1st December upto February to be submitted in the 1st week of March.

12. **Process of Claims:**

The claims relating to reimbursement of medical expenses under the Scheme shall be submitted to the Executive nominated by the Board of Trustees as laid down in para-8.2 above or as may be notified from time to time. The dependency of the beneficiary would be got verified by the nominated Executive before finalization of the claim. The member of the Scheme should invariably intimate the nominated Executive of his/her hospitalization within 3 days of his/her hospitalization through email/fax/letter. In case of emergency/serious cases, the period of intimation may be extended as per the condition of the case with the approval of the Company. The claims of members shall be processed on the pattern of medical reimbursement being processed in case of serving DFCCIL employees as per DFCCIL Medical Rules, as amended from time to time, by the nominated Executive.

13. **Settlement of Claims: -**

The claims will be settled and payments shall be released to the member of the Scheme through Bank transfers to his account as mentioned in the reimbursement claims.

MISCELLANEOUS PROVISIONS

14. **Amendment to the Scheme: -**

The Chairman & Managing Director/ Managing Director shall be the competent authority to make minor modification(s) to the Scheme from time to time as may be required including on aspects relating to inflationary rates for the purposes of calculation of the amount of eligibility, subject to observation of all Government guidelines.

15. **Interpretation and Relaxation of Rules: -**

The power to interpret these rules, in cases of doubt, vests with the Chairman & Managing Director/ Managing Director of the Company, whose decision shall be final. He may also relax any of the provisions of these rules in individual cases of hardship for reasons to be recorded in writing.

16. Prevention of Misuse: -

- 16.1 Management has the discretion to terminate the membership of a member/ spouse on the basis of evidence on record that the benefits/facilities under the Scheme are being misused/abused by a member/spouse, apart from taking such other action as it may deem fit.
- 16.2 If any member of the scheme has claimed reimbursement of medical expenses from more than one organization for the same treatment/bill, subject to confirmation of the same, the membership will be summarily terminated with discretion to Management to take such action as it may deem fit.
- 16.3 The member will be required to submit a declaration to the effect that he/she will not claim reimbursement from more than one organization for the same bill/treatment (included in Form 'B')

17. General: -

- 17.1 The company reserves the right to amend or modify the Scheme, in part or full at any time and without assigning any reasons. The retired employee will have no right whatsoever to force the Company to the continuity of the scheme or to enhance/extend any other facility than those provided in this Scheme.
- 17.2 In the event of any ambiguity or dispute arising out of any of the provisions of this scheme, the decision of the Chairman & Managing Director/ Managing Director will be final.

FORM-A**APPLICATION FORM FOR JOINING DFCCIL PRMS**

Joint photograph of family/ beneficiaries with employee duly self-attested (one to be pasted and one photo to be attached with this form)

I hereby opt to join & become a member of DFCCIL PRMS. Kindly issue me the Medical Card along with my spouse/ physically disabled children (fully dependent on the member) as per the rules of the scheme. Service particulars and other information are as under:

1. Name of employee / ex-employee: _____
2. Employee code: _____
3. Name of the applicant, if applying by spouse/dependent: _____
4. Father's / husband's name of employee: _____
5. Designation of employee at the time of separation: _____
6. Office/Field unit from which retired: _____
7. Last Grade & Salary drawn: _____
8. Date of birth: _____
9. Date of appointment/absorption: _____
10. Date of retirement /superannuation/death: _____
11. Nature of retirement: _____
12. Qualifying service for PRMS:

In DFCCIL	DD: MM: YYYY:
In other PSUs: Please specify the Name of the PSU-:	DD: MM: YYYY:
Total Qualifying Service	DD: MM: YYYY:

13. Address: _____

14. Details of spouse/physically disabled children (fully dependent on the member) for whom medical card is/are to be issued: -

S. No.	Name	Relation with member	Date of birth
1			
2			
3			

Sign. : (.....)

FORM –A (contd.)**DECLARATION BY APPLICANT**

I, hereby declare that I am joining the above-said scheme (PRMS) with full knowledge of the rules and regulations of the scheme. I would not challenge the order of DFCCIL to this effect in any court of law. I also declare that I shall fulfil all terms and conditions of DFCCIL PRMS as amended till now and bind with these instructions.

I further declare the employment and medical facility status in respect of my spouse/dependent children as detailed below:

S No.	Name	Relation with Member/ Employee	Whether working in Government/ Private organization (Yes/No)	Whether Medical facility availing from that employer (Yes/No)*
1				
2				
3				

*In case of spouse/dependent working in Government/Private organization, certification of the employer may please be attached.

Date:

Place:

()

signatures of applicant

Contact no.

Emailid.....

To- GM/HR Cadre

FORM-B**Medical Reimbursement Claim Form**

(To be filled in BLOCK LETTERS)

1. (a) Name of the retired employee:
(b) Employee Code:
(c) Date of retirement:
(d) Last post held in DFCCIL:
(e) Last Scale of pay in DFCCIL:
(f) Full Address:
(g) Mobile telephone No. and e-mail address, if any:
2. (a) Patient's Name:
(b) Relationship with the retired employee:
3. Name & Address of the hospital/ diagnostic centre /
Imaging centre where treatment is taken or tests done:
4. Treatment for which reimbursement claimed
(a) OPD/Test & investigations:
(b) Indoor Treatment:
5. **Whether subscribing to any health/medical insurance: Yes/No**
Scheme, If yes, amount claimed/received:
6. Total amount claimed:
(a) OPD Treatment:
(b) Indoor Treatment:
(c) Test/ Investigation:
7. Name of the Bank: SB A/c No:
Branch MICR Code: IFSC Code :

DECLARATION/CERTIFICATION

I hereby declare that the statements made in the application are true to the best of my knowledge and belief and the person for whom medical expenses were incurred is wholly dependent on me. I agree for the reimbursement as is admissible under the rules.

I hereby certify that no other organization has been approached/will be approached for reimbursement of the Medical expenditure stated above and do hereby give an undertaking that I shall not claim reimbursement of medical expenses under the Post-Retirement Medical scheme of DFCCIL from more than one organization for the same treatment/bill.

In case if it is found that the medical claims made by me are fraudulent, at any stage, my membership may be summarily terminated and Management may take appropriate action as deemed fit.

Date:.....

Place:.....

Signature of the retired employee/Claimant

IMPORTANT

Kindly ensure to provide the following information/ documents, wherever applicable:

- (a) Original bills/ cash memo/ vouchers etc., for the reimbursement amount claimed.
- (b) Obtain Break up of Investigations from the hospital/ diagnostic centre/ Imaging centre (details and rate of individual tests and the exact number of tests, X-ray films, etc..) as the reimbursable amount is calculated as per approved rates per test.
- (c) In case of implants (viz lens, artificial limbs, etc) and Aids Invoice No. along with sticker with serial number of the implant to be attached.
- (d) In case of Coronary Stents, Outer pouch of stents is to be enclosed.
- (e) In case of replacement of pacemaker/ ICD etc., copy of the warranty certificate of earlier pacemaker /ICD may be enclosed.

Section-IV

DFCCIL Employees Group Gratuity Rules

DEFINITIONS, ELIGIBILITY & REQUIREMENTS FOR MEMBERSHIP

- i. These Rules may be called "DFCCIL Employees Group Gratuity Rules".

- ii. **Objective:**

The objective of these rules is to provide financial assistance to the employees of the Company and/or their family as a social security measure on the termination of their employment due to superannuation, resignation, physical incapacitation or death.

- iii. **Definitions**

In these rules, unless the context otherwise requires: -

- i) **'Company'** shall mean **Dedicated Freight Corridor Corporation of India Limited (DFCCIL)**, having its Registered Office at 5th Floor, Supreme Court Metro Station Building Complex, New Delhi-110001.
- ii) **"Corporation"** shall mean the **Life Insurance Corporation of India** established under Section 3 of the Life Insurance Corporation Act, 1956.
- iii) **'Scheme'** shall mean DFCCIL Employees Group Gratuity Scheme described in these rules.
- iv) **'Rules'** shall mean the Rules of the Scheme as set out below and as amended from time to time.
- v) **'Employee'** shall mean a person in the regular employment of the Company which includes full time Managing Director and Directors but shall **exclude** the following: -
 - (a) Casual and non-regular employee.
 - (b) Persons engaged on contract basis (like Consultants, Advisors, Experts) including those whose services have been outsourced through an agency.
 - (c) Re-employed after superannuation.
 - (d) Employees of Central, State Government or any other Corporation or Company who may be working in DFCCIL on deputation/foreign service terms.
 - (e) Apprentice and trainees.
- vi) **'Members'** shall mean an employee who has been admitted to the membership of the scheme.
- vii) **'Nominee'** shall mean the person nominated by the member to receive the benefits in the event of his death.

- viii) **'Effective Date'** in relation to the scheme is **01 October 2018**
- ix) **'Entry Date'** shall mean:-
 - (a) in relation to the original members, the effective date and;
 - (b) in relation to new Members admitted to the scheme after the effective date, the 1st day of the month which is co-incident with or which next follows the date on which they become eligible.
- x) **'Annual Renewal Date'** in relation to the scheme shall mean the **1st October** in each subsequent year.
- xi) **'Normal Retirement Date'** shall mean in respect of each member the date on which he retires on attaining the age of superannuation.
- xii) **'Completed Year of Service'**: means continuous service for one year
- xiii) **'Continuous Service'** means uninterrupted service and includes service which is interrupted by sickness, accident, leave, lay-off, strike or a lockout or cessation of work not due to any fault of the employee concerned and/or as defined in Section 2A of The Payment of Gratuity Act 1972.
- xiv) **'Anticipated Service'** shall mean in relation to a member who dies while in service before the Normal Retirement date the service which he would have completed had he lived upto his Normal Retirement Date.
- xv) **'Salary'** shall mean Basic pay + Dearness Allowance.
- xvi) **'Family'** in relation to an employee shall be deemed to consist of:
 - (a) In the case of a male employee, himself and his wife and in the case of a female employee herself and her husband;
 - (b) Sons, unmarried daughters including step children and adopted children but excludes a child of an employee who has been adopted by another person and such adoption is, under the personal law of the person making such adoption, lawful;
 - (c) Widowed daughters;
 - (d) Brothers below the age of 18 years and unmarried and widowed sisters including step brothers and step sisters;
 - (e) Father;
 - (f) Mother;
 - (g) Married daughters;
 - (h) Children of predeceased son; and
 - (i) Wife of a predeceased son
- xvii) **'Qualifying Service'** shall mean all service rendered in the Company after completion of 18 years of age except the periods of service rendered as Apprentice and extraordinary leave without salary.

- xviii) **'Superannuation'** in relation to an employee means the attainment by him of such an age as is prescribed in the Rules or conditions of service by which he is governed, at which the employee shall vacate the employment.
- xix) **'Trustees'** shall mean the Trustees appointed / nominated in Trust from time to time for DFCCIL Employees Group Gratuity Rules.
- xx) **"Trust"** shall mean the Trust under which the scheme is established.
- xxi) **'Trust Deed'** shall mean the Trust Deed executed by the Company and the first Trustees for the purpose of administering the Scheme in accordance with the provisions thereof and shall include any amendments made thereto by appropriate deeds of variation.
- xxii) **'Due Date'** for the purpose of accounting in relation to the 'Effective Date' shall mean the **31st March** and in relation to the "ANNUAL RENEWAL DATE" shall mean **1st October** in each subsequent year.

4. **The Trustees to act for the Employer and Members:**

The Trustees will act for and on behalf of the Employer and members in any matter relating to the Scheme and every act done by agreement made with the notice given to the Corporation by the Trustees shall be binding on the Employer and the member.

5. **Eligibility**

"Employees who are not less than 18 years till they continue in the regular service of DFCCIL.

Employees who are in the service of the company on the Effective Date shall join the scheme as from that date.

Employees appointed by the company after the Effective Date shall join the scheme on the date on which they become eligible.

Provided that, if on becoming the member of the scheme, the employer requests the trustees to procure transfer of the equitable interest in respect of any member secured under the approved gratuity scheme of any other employer of which he was a member prior to joining the Employer's Service, the trustees shall take necessary steps to procure such transfer. The amount so transferred shall be utilized by the trustees to secure part of the benefits to be provided for the member in accordance with these rules.

6. **Conditions for the Grant of Gratuity**

Gratuity shall be granted to an employee of the company on the termination of his employment, after he has rendered continuous and qualifying service for not less than five years on: -

- (a) superannuation; (b) retirement including voluntary retirement;
- (c) resignation; (d) death; (e) Disablement due to accident or disease.

Provided That

- i. The completion of qualifying service of five years shall not be necessary where the termination of employment is due to death, disablement, or superannuation.
- ii. In case of death of the employee Gratuity shall be payable to his nominee or if no nomination has been made, gratuity will be paid in the manner specified in Rule- 13.
- iii. In case of Central Government / Railway employees, who are appointed in the Company on permanent/immediate absorption basis, the previous service rendered under the Government / Railways shall not be taken into account while computing the qualifying service for payment of gratuity under these rules. But in such cases, the condition of minimum qualifying service of five years will not apply provided the past service with the previous employer is not less than 5 years.

However, the total gratuity admissible in respect of service rendered under the Government / Railways and that under the Company shall not exceed the amount that would have been admissible had the employee continued in Government / Railway service and retired on the same pay which he drew on retirement from the Company.

- iv. Upon a member leaving the service of the company of his own free will after completion of five years of service the benefits payable will be equal to fifteen days salary as on the day of leaving service for each year of service. The member will not be entitled to any benefits if he leaves the service before completing five year of service.

PROVIDED wherever a member leaves the service of the company and joins the services of any employer, who is created by any Act of Parliament, State Legislative, Central or State Government and Government companies as defined under the Companies Act, the amount of Gratuity already earned by the member, irrespective of numbers of years of service rendered by him, will be transferred to the new employer subject to that the new employer agreed to accept such amount. Such transfer should take place with the consent of DFCCIL and the other employer.

PROVIDED further that whenever a member joins the services of the company after leaving the services of any employer, who is created by any Act of Parliament, State Legislative, Central Government or State Government and Government companies as defined under the Companies Act, the company will accept the transfer and the amount of gratuity already earned by him under his previous employer.

7. Evidence of Insurability

For the purpose of effecting terms Assurance in respect of the member, evidence of insurability satisfactory to the Corporation shall be required prior to the Employer's entry into the scheme and on each occasion when an increase in sum assured is to be granted.

8. Contribution and Scheme of Insurance

These shall be paid by the DFCCIL to the trustees in respect of each member the contribution mentioned in sub-paragraph (i) below annually in advance on the date of entry of the member into the scheme and on the relevant Annual renewal date and the contributions mentioned in sub-paragraph (ii) below in one lump sum on the date of entry or in not more than five equated annual instalments commencing from the date of entry into the scheme and the trustees shall pay the same to the Corporation for providing the gratuity benefits to the members under a Scheme of Insurance.

Ordinary Annual Contribution

- i) **Ordinary Annual Contribution:** The ordinary annual contribution shall be such amount as shall be determined and recommended by the Corporation within the limits stipulated under Rule 103 of I.T. Rules, 1962 for securing the benefits herein below described. The contribution shall be 5% of the salary (Basic pay +DA) of each member and may be varied from time to time on the basis of an evaluation of the benefits to be made at intervals of not more than Three years. The contributions will be paid throughout the future service of the members.
- ii) **Initial Contribution:** The Employer shall pay any sums by way of initial contributions in respect of Members relating to their past service with the Employer as shall be determined and recommended by the Corporation within the limits stipulated under Rule 104 of I.T. Rules 1962 for securing the benefits relating to such past services and, on paying such sums, shall advise the Trustees as to their allocation to all or specified members.

Provided that the contributions payable by the Employer in any year in respect of any member in terms of sub-paragraph (I) above shall not exceed 8.33% of the salary, paid to the member during the year and that the initial contribution referred to in sub-paragraph (ii) above shall not exceed 8.33% of the salary paid to the member for each year of his past service with the Employer.

9. Cost of administering the Fund

- 9.1 All administrative costs of whatsoever nature including the costs, charges and expenses of administering the Fund including the maintenance of books of accounts, audit fee, investment management fee / charges, accounting services charges, submission of returns, bank charges etc. shall be borne by the Fund itself except salary of the employees administering the Fund which shall be borne by the Employer.

- 9.2 Any loss that may be caused to the Fund due to theft, burglary, misappropriation, fraud, defalcation, wrong investment decision or any other reason by any of its employee(s) shall be borne by the Fund. However, Employer would be entitled to recover this amount from the employee concerned.

10. Scheme of Insurance

- (i) The Trustees shall enter into a scheme of insurance with the Corporation, if possible, for providing the benefits to the members. Subject to the provisions of Rule 7, an assurance will be effected on the life of each member(s) under one year renewal term assurance plan for a sum assured equal to the difference between (a) Fifteen days salary as on the date of entry into the scheme or the Annual renewal date, as the case may be, for each year of his Anticipated service and (b) Fifteen days salary as on the days / on the day of entry into the scheme or the Annual Renewal Date as the case may be for each year of service. Provided that the Corporation may, in the case of any member, restrict the sum assured for which the assurance is to be effected to a smaller amount on the basis of the evidence of health submitted in respect of that member. The assurance will be renewed on the Annual Renewal Dates for appropriate sums assured.
- (ii) After Appropriating the required amount towards the premium payable year to year for the life assurance benefit the balance of the contributions will be held by the Corporation in a running account for the credit of the trustees. The Corporation will allow interest on the balance remaining in the running account for each financial year ending 31st March at a rate to be determined by the Corporation at the close of the year.
- (iii) When Gratuity becomes payable to a member on his retirement or cessation of service, or to his nominee in the event of his death, the Corporation shall pay to the trustees the benefits payable according to the rules out of the balance remaining in the running account and under the Term Assurance.

Benefits

11. Benefits on Retirement and Early Retirement due to ill Health

Upon retirement of the member or upon death whilst in service or upon retirement owing to ill health or incapacitation, the benefits payable will be equal to fifteen day's salary for each completed year of Service.

The gratuity payable in respect of any member under the scheme will be paid only in a lump sum; and shall be subject to the overall ceiling prescribed in the Payment of Gratuity Act, 1972; as amended from time to time.

12. Benefits on Death Before Normal Retirement Date

- a) Upon the death of the member whilst in service before Normal Retirement Date, the benefits payable will be equal to the total of:
 - (i) Fifteen days' salary for each completed year of service up to the date of death; and
 - (ii) Fifteen days salary for each year of his anticipated service upto the date of his normal retirement.

Subject to the overall ceiling prescribed in the Payment of Gratuity Act, 1972; as amended from time to time.

13. Nomination for Payment of Gratuity

- (a) Every member shall make a nomination conferring on one or more persons the right to receive the benefits hereunder in the event of his death before the benefits become payable. Such a nomination shall be made according to the form given in the Appendix.
- (b) If a member nominates more than one person under clause (a) above, he shall, in his nomination, specify the amount or share payable to each of the nominees in such manner as to cover the sole of the amount of gratuity that may be payable in the event of his death.
- (c) Where a member has a family at the time of making a nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination made by such member in favour of a person or persons not belonging to his family shall be invalid.
- (d) If, at the time of making a nomination, the member has no family, the nomination may be in favour of any person or persons but if the member subsequently acquires a family, such nomination shall forthwith be deemed to be invalid and the members shall make a fresh nomination in favour of one or more persons belonging to his family.
- (e) A nomination made by a member may, at any time, be modified by him after giving a written notice to the trustees of his intention of doing so. If the nominee predeceases the member, the interest of the nominees shall revert to the member, who may thereupon make a fresh nomination.
- (f) A nomination or its modification shall take effect to the extent it is valid on the date on which it is received by the trustees.
- (g) If there is no nomination or if the nomination made does not subsist at the time of death of an employee, the gratuity shall be paid in the manner indicated below:
 - (i) If there are one or more surviving members of the family as in clauses (a) and (b) of the sub-rule (xvi) of Rule 3, to all such members in equal shares.

- (ii) If there are no such surviving members of the family as in sub clause(i) above, but there are one or more surviving members as in clauses (c), (d), (e), (f), (g), (h) and (i) of sub-rule (xvi) of Rule 3 to all such members in equal shares.
- (h) If a nominee has not been made by the member and the member does not leave a family, then the benefits shall lapse to the fund.

14. **Forfeiture of Gratuity**

- (a) Gratuity shall be wholly or partially forfeited
 - (i) if the services of such employee have been terminated for riotous conduct or any other act of violence on his part, or disorderly conduct, or
 - (ii) if the service of such employee have been terminated for any act which constitute an offence involving moral turpitude, provided that such offence is committed by him in the course of his employment.
- (b) In case of termination of service for any act, wilful omission or negligence of the member causing any damage or loss to or destruction of property belonging to the company, gratuity payable under the scheme shall be forfeited to the extent of the damage or loss so caused.
- (c) Gratuity will not be admissible to an employee whose services are terminated for misconduct, insolvency or inefficiency.
- (d) Gratuity shall be forfeited if the employee is removed or dismissed from service.

15. **Withholding of Gratuity during pendency of Disciplinary Proceeding and/or Judicial Proceeding: -**

- (i) An employee against whom disciplinary action / proceedings is / are contemplated or pending at the time of resignation / retirement etc., will not be paid Gratuity, until the conclusion of disciplinary / judicial proceedings and issue of final orders thereupon. On finalisation of the disciplinary / judicial proceedings, the release of the payment of the amount of gratuity will depend on the final outcome of the disciplinary / judicial proceedings.

Note: for the purpose of this rule, judicial proceedings may be both civil proceeding or criminal proceeding against an employee for any act, wilful omission, negligence, riotous / disorderly conduct or an offence involving moral turpitude, and on conclusion of such proceeding if he is found guilty of any such act for which his gratuity is liable to be forfeited under **Rule 14**.

- (ii) In case of employee against whom disciplinary or judicial proceedings have been instituted, and on the conclusion of proceedings he is fully exonerated, gratuity as otherwise due shall be paid.

- (iii) In case where the disciplinary / judicial proceeding is dropped on account of the death of an employee during the pendency of disciplinary / judicial proceeding, the gratuity shall be payable to the nominee / family of the deceased employee.

16. Recovery of Dues from Gratuity:

- (1) It shall be ensured that all dues payable by the employee at the time of his retirement, death etc. is correctly ascertained and assessed. Dues ascertained and assessed which remain outstanding till the date of retirement or death etc of an employee shall be adjusted against the amount of gratuity payable to him.
- (2) A claim against the employee may be on account of all or any of the following:
- (i) Losses including short collection, shortage in stores etc caused to the company as a result of negligence or fraud on the part of the employee while he was in service.
 - (ii) The dues such as over payment on account of pay an allowance or dues such as house rent, post office or Life Insurance Premia or outstanding amount of advances like house building, conveyance advance or any other advance.
 - (iii) Other dues payable by the employee to Consumer Cooperative Societies, Consumer Credit Societies or the dues payable to any other organisation. These dues can be recovered from the amount of gratuity provided he gives the consent for doing so in writing to the management.

Miscellaneous Provisions

17. The benefits assured under the scheme are strictly personal and cannot be assigned, charged or alienated in any way.
18. Except as provided in these Rules, no member or his nominee shall have any legal claim, right or interest in the scheme. PROVIDED ALWAYS THAT the trustees shall administer the scheme for the benefit of the members and their nominees in accordance with the provisions of these rules.

19. Payment of Interest

If, for any reason, the amount of gratuity payment to the employee is not paid within 30 days from the date on which gratuity had become payable to the date on which it is paid, simple interest at such rate, as notified by the Central Government, from time to time for repayment of long term deposits, shall be paid to the employees concerned. However, no such interest shall be payable to the employee if, the delay is due to the fault of the employee and the management had obtained permission in writing from the Competent Authority for delay in payment on this account.

20. Jurisdiction

The master policy issued under the scheme shall be an Indian Contract subject to the laws of India including the Income Tax Act, 1961, the Payment of Gratuity Act, 1972 and to any legislation subsequently introduced. All benefits under the scheme shall be payable only in India. Should anything contained in these rules, or in any amendment made thereof be repugnant to any provision or provisions of the Income Tax Act, 1961, or the Income Tax Rule, 1962 it shall be ineffective to the extent of such repugnance. Any such repugnance shall be removed by the trustees if so directed by the Commissioner of Income Tax.

21. Master Policy

The Corporation will issue a single master policy to the trustees to provide for the benefits to the members under the scheme.

22. Income Tax and Other Taxes

- 22.1 In any case where the Corporation or the trustees are liable to account to the Income Tax authorities for Income Tax or any payment made under the rule, the Corporation or the trustees as the case may be, shall deduct a sum equal to such tax from any such payment made and shall not be liable to the members for the sum so deducted.
- 22.2 If the gratuity fund and scheme for any reason cease to be approved by the Commissioner of Income Tax, the trustees shall nevertheless remain liable to tax on any benefits paid to any members or his nominees.

23. Interpretation of Rules

It shall be a condition of membership of the scheme that on any question arising on any point of interpretation of these Rules or any point relating to admission of new members and cessation of membership, the decision of the trustees shall be final. If the decision has any bearing on the provisions of part C of the fourth schedule of the Income Tax Act, 1961 or the rules made there under it shall be forthwith reported to the Commissioner of Income Tax and if the Commissioner of Income Tax as requires, the trustees shall review the decision.

- 23.1 The provisions of Gratuity Act 1972 will prevail whenever there is any contradiction in these rules vis-à-vis the Gratuity Act 1972 as amended from time to time.

24. Authorization to amend DFCCIL Employees Group Gratuity Trust Deed and Rules: -

Managing Director is hereby authorized to exercise the powers of the company for effective administration of DFCCIL's Gratuity Trust and;

- i) To reconstitute the Gratuity Trust and to fill vacancies as and when they arise;
- ii) To approve consequential amendments to DFCCIL EMPLOYEES GROUP GRATUITY TRUST RULES resulting from amendments in the Payment of Gratuity Act from time to time including enhancement in the gratuity ceiling in accordance with Central Government rules; and
- iii) To approve removal of anomalies in the said Rules that might be discovered at any point of time which are not in consonance with the Payment of Gratuity Act as recommended by the Trustees of DFCCIL Employees Group Gratuity Trust.

(Form-F)

DEDICATED FREIGHT CORRIDOR CORPORATION INDIA LIMITED
(A Govt. of India Undertaking)

The Authorised Signatory,
 Board of Trustees,
 DFCCIL Employees' Group Gratuity Trust
 New Delhi.

Sir,

- I, Shri/Shrimati/Kumari (Name in full here)
 Whose particulars are given in the statement below, hereby nominate the person(s) mentioned below to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before the amount has become payable, or having become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s).
- I hereby certify that the person(s) mentioned is/are a member(s) of my family within the meaning of clause (h) of section 2 of the Payment of Gratuity Act, 1972.
- I hereby declare that I have no family within the meaning of clause (h) of section 2 of the said Act.
- (a) My father/mother/parents/are not dependent on me.
 (b) My Husband's father/mother/parents is/are not dependent on my husband.
- I have excluded my husband from my family by a notice dated theto the controlling authority in terms of the provision to clause (h) of section 2 of the said Act.
- Nomination made herein invalidates my previous nomination.

Nominee(s)

Name in full with full address of nominee(s)	Relationship with the employee	Age of nominee	Proportion by which the gratuity will be shared
(1)	(2)	(3)	(4)

- Name of Employee in full :
- Sex :

3. Religion:.....
4. Whether unmarried/married/widow/widower:
5. Dept./Branch/Section where employed:
6. Post held with ticket or Serial No., if any:
7. Date of Appointment :
8. Permanent Address:
 Village:.....Thana:.....
 Sub Division:..... P.O:.....
 District:.....State:.....

Place:

Date:

Signature/thumb impression of the employee

(Declaration by the witness)

Nomination signed/thumb impressed before me.

Name in Full and Full Address

Signature of witness

1.

1.....

2.

2.....

Place:

Date:

Certificate by the Employer

Certified that the particulars of the above nomination have been verified and recorded in this establishment.

Employer's reference No., if any,

Signature of the employer/officer authorized:

Designation:

Date:

Name and address of the establishment

or Rubber stamp thereof

Acknowledgement by the employee

Received the duplicate copy of nomination in Form 'F' filled by me and duly certified by the employer.

Date:

Signature of the Employee

Note: Strike out the words and paragraphs not applicable.

PAYMENT OF GRATUITY (CENTRAL) RULES

FORM 'I'

See sub-rule (1) of Rule 7

Application for Gratuity by an Employee

To,

(Give here name or description of the establishment with full address)

Sir/Gentlemen, _____

I beg to apply for payment of gratuity to which I am entitled under sub-section (1) of Section 4 of the Payment of Gratuity Act, 1972 on account of my superannuation/retirement/ resignation after completion of not less than five years of continuous service/total disablement due to accident/total disablement due to disease with effect from the Necessary particulars relating to my appointment are given in the statement below.

Statement

1. Name in full
2. Address in full
3. Department/Branch/Section where last employed
4. Post held with Ticket No., or Serial No., if any
5. Date of appointment
6. Date and cause of termination of service
7. Total period of service
8. Amount of wages last drawn
9. Amount of gratuity claimed

I was rendered totally disabled as a result of---

(Here give the details of the nature of disease or accident)

The evidences/witnesses in support of my total disablement are as follows: -

(Here give details)

Payment may please be made in cash/open or crossed bank cheque.

As the amount of gratuity payable is less than rupees one thousand, I shall request you to arrange for payment of the sum due to me by Postal Money Order at the address mentioned above after deducting postal money order commission therefrom.

Yours faithfully,

Signature/Thumb-impression of the
applicant employee.

Place:

Date:

-
- Notes.-** (1) Strike out the words not applicable.
(2) Strike out paragraph or paragraphs not applicable.

PAYMENT OF GRATUITY (CENTRAL) RULES**FORM 'J'**

See sub-rule (2) of Rule 7

Application for Gratuity by a Nominee

To,

(Give here the name or description of the establishment with full address).

Sir/Gentlemen,

I beg to apply for payment of gratuity to which I am entitled under sub-section (1) of Section 4 of the Payment of Gratuity Act, 1972 as a nominee of late _____ (Name of the employee) who was an employee of your _____ establishment and died on the _____. The gratuity is payable on account of the death of the aforesaid employee while in service/superannuation of the aforesaid employee on _____/retirement or resignation of the aforesaid employee on after completion of years of service/total disablement of the aforesaid employee due to accident or disease while in service with effect from the _____. Necessary particulars relating to my claim are given in the Statement below:

Statement

1. Name of applicant nominee
2. Address in full of the applicant nominee
3. Marital status of the applicant nominee (unmarried/ married/ widow/widower)
4. Name in full of the employee
5. Marital status of employee
6. Relationship of the nominee with the employee
7. Total period of service of the employee
8. Date of appointment of the employee
9. Date and cause of termination of service of the employee
10. Department/Branch/Section where the employee last worked
11. Post last held by the employee with Ticket or SI. No., if any

12. Total wages last drawn by the employee
13. Date of death and evidence/witness as proof of death of the employee
14. Reference No. of recorded nomination if available
15. Total gratuity payable to the employee
16. Share of gratuity claimed

I declare that the particulars mentioned in the above statement are true and correct to the best of my knowledge and belief.

Payment may please be made in cash/crossed or open bank cheque.

As the amount payable is less than rupees one thousand, I shall request you to arrange for payment of the sum due to me by postal money order at the address mentioned above after deducting postal money order commission there from.

Yours faithfully,
Signature/Thumb-impression of
applicant nominee.

Place:.....

Date:.....

- Notes.-**
- (1) Strike out the words not applicable.
 - (2) Strike out paragraph or paragraphs not applicable.

FORM 'K'

See sub-rule (3) of Rule 7

Application for Gratuity by a Legal Heir

To,

(Give here the name or description of the establishment with full address)

Sir/Gentlemen, _____

I beg to apply for payment of gratuity to which I am entitled under sub-section (1) of Section 4 of the Payment of Gratuity Act, 1972, as a legal heir of late _____ (Name of the Employee) who was an employee of your _____ establishment and died on the _____ without making any nomination. The gratuity is payable on account of the death of the aforesaid employee while in service/superannuation of the aforesaid employee on the retirement or resignation of the aforesaid employee on the after completion of _____ years of service/total disablement of the aforesaid employee due to accident or disease while in service with effect from the _____. Necessary particulars relating to my claim are given in the Statement below:

Statement

1. Name of applicant legal heir
2. Address in full of applicant legal heir
3. Marital status of the applicant legal heir (unmarried/married/widow/widower)
4. Name in full of the employee
5. Relationship of the applicant with the employee
6. Religion of both the applicant and the employee
7. Date of appointment and total period of service of the employee
8. Department/Branch/Section where the employee worked last
9. Post last held by the employee with Ticket or Sl. No., if any
10. Total wages last drawn by the employee
11. Date and cause of termination of service of the employee (death or otherwise)

12. Date of death of the employee and evidence/witness in support thereof
13. Total gratuity payable to the employee
14. Percentage of the gratuity claimed
15. Basis of the claim and evidence/witness in support thereof

I declare that the particulars mentioned in the above statement are true and correct to the best of my knowledge and belief.

Payment may please be made in cash/open or crossed bank cheque.

As the amount payable is less than Rupees one thousand, I shall request you to arrange for payment of the sum due to me by postal money order at the address mentioned above, after deducting postal money order commission there from.

Yours faithfully,
Signature/Thumb-impression
of applicant legal heir.

Place:.....

Date:.....

Note.—Strike out the words not applicable.

Section-V

EX-GRATIA

Financial Assistance in Case of Death/Permanent Incapacitation (Permanent Total Disability) of an Employee - Payment of Ex-Gratia

1. "Financial assistance in case of death of an employee - payment of Ex-gratia" for DFCCIL employees was approved by BoD in its 83rd meeting (Item No 83.3.2) held on 27.07.2022.
2. In case of natural as well as accidental death/permanent total disability leading to being incapacitated, a lump sum ex-gratia payment equivalent to 70 times of last pay drawn (Basic Pay+ DA) or remaining months of service x last pay drawn (Basic pay +DA), whichever is less, subject to minimum of Rs 25 lakhs will be payable to the family of the deceased/permanent incapacitated employee. This amount will be released from DFCCIL revenue.
3. The financial assistance from DFCCIL Welfare Trust (presently Rs 5 lakhs) will continue to be paid as per existing policy.
4. Funeral expenses of Rs.25,000/- will be paid.
5. Managing Director will be the Competent Authority to decide or clarify the provisions, and issue necessary administrative instructions, procedural orders, etc. for implementation of the above policy.
6. The above policy is effective from date of issue of orders and no past cases will be opened.

(Circular No 29 /2022 Dated: 10.08.2022)

Annexure-I

Procedure Order for Payment of Ex-Gratia amount in the event of Death while in service

The entire process i.e. from collection of documents to issue of sanction order should be completed within the time limit as under: -

S. No.	Type of Financial Assistance	Procedure for ex-gratia payment
1.	Funeral Expenses of Rs. 25,000/-	Immediately on getting the information on the death of the employee, GM/HR in Corporate office and CGM in field office will nominate an official not below the rank of AM/APM who will visit the residence of the deceased employee and make the payment of Rs. 25,000/- to the spouse, if alive or to children/parents as the case may be and obtain receipt in the format as per Annexure-'A' .
2.	Lumpsum Ex-gratia payment	<p>(A) Death of an employee due to accidents in the course of performance of duties:</p> <p>IN FIELD UNITS</p> <p>(i) In the case of death of employee of CGM unit, CGM will nominate an official not below rank of APM who will initiate action for collecting the required documents as per check list enclosed as Annexure 'B'.</p> <p>(ii) CGM will also nominate an enquiry committee comprising two officers not below the rank of PM for submitting an enquiry report. CGM after scrutinizing all the documents, including the enquiry report, will forward the same along with his recommendations to HR/Corporate Office for processing for payment.</p> <p>AT CORPORATE OFFICE</p> <p>(i) Similarly in the case of death of employee of Corporate Office, GM/HR will nominate an official not below rank of AM who will initiate action for collecting the required documents as per check list.</p>

S. No.	Type of Financial Assistance	Procedure for ex-gratia payment
		<p>(ii) GM/HR will also nominate an enquiry committee comprising two officers not below the rank of DGM for submitting an enquiry report. The enquiry report will be submitted to the concerned GGM/GM of the department to which the deceased employee belongs for his recommendation.</p> <p>(iii) After receipt of the enquiry report, the documents will be scrutinized at Corporate Office in HR and the same will be submitted to finance for concurrence.</p> <p>(iv) After finance concurrence the case will be submitted for sanction of GM/HR. Thereafter sanction of ex-gratia payment will be issued by HR and payment will be arranged by Finance</p>
		<p>(B) Death of an employee due to natural reasons:</p> <p>In the case of death of employee of CGM unit, CGM will nominate an official not below rank of APM who will initiate action for collecting the required documents as per check list enclosed as Annexure 'C.</p> <p>i. CGM after scrutinizing all the documents, will forward the same along with his recommendations to HR/Corporate Office for processing for payment.</p> <p>ii. Similarly in the case of death of employee of Corporate Office, GM/HR will nominate an official not below rank of AM who will initiate action for collecting the required documents as per check list enclosed as Annexure 'C'</p> <p>iii. These documents will be scrutinized at Corporate Office and order will be issued for payment after sanction of GM/HR.</p>

The entire process i.e. from collection of documents to issue of sanction order should be completed within the time limit as under:-

- (i) Within 60 days for accidental death.
- (ii) Within 30 days for natural death from the date of the death of the employee.
- (iii) HR will issue the order for release of payment within 15 days from the date of receipt of documents complete in all respect from concerned units.

(letter no.: HQ/HR/3/Social Security/1 dated: 03.01.2017)

Annexure-A**Receipt**

Received a sum of Rs.25,000/- (Twenty-Five Thousand only) towards funeral expenses of Late _____ Designation _____.

Signature: _____

Name: _____

Relation with deceased: _____

Witness: 1) Signature: _____
 Name: _____
 Designation: _____

2) Signature: _____
 Name: _____
 Designation: _____

Annexure-B

Check List of Documents for Payment of Ex-Gratia in Case of Death Due to Accident on Duty

S. No.	Documents (Original/Attested)	Page No.
1	Death Certificate	
2	FIR (Panchnama not acceptable)	
3	Post Mortem Report	
4	Accident Report	
5	Inquiry Report	
6	Legal Heir Certificate	
7	Statement of Guard/Driver/Asst. Driver (if case relates to moving train with date)	
8	Copy of PPO/NEFT particulars	
9	Copy of Top Sheet of SR and payment particulars	
10	Calculation of amount paid under WCA	
11	Memo of payment made under WCA	
12	Approval of the competent authority at CPM Unit level and Branch officer at Corporate office certifying that the death had occurred during the performance of official duties on the ENQUIRY REPORT	
13	Any amount paid as immediate relief	
14	Application of Spouse/Beneficiary for Ex-Gratia Compensation.	

Annexure-C**Check List of Documents for Payment of Ex-Gratia in
Case of Death due to Natural Reasons**

S. No.	Documents (Original/Attested)	Page No.
1	Death Certificate	
2	Legal Heir Certificate	
3	Copy of PPO/NEFT particulars	
4	Copy of Top Sheet of SR and payment particulars	
5	Any amount paid as immediate relief	
6	Application of Spouse/Beneficiary for Ex-Gratia Compensation.	

Nomination for Receiving Payment of Ex-Gratia in event of Death of the Employee

(To be filled in duplicate and to be submitted to the HR)

Dated:

To,
GM/HR, DFCCIL,
Corporate Office, New Delhi.

(Through: Controlling Officer concerned)

Dear Sir,

Sub: Nomination for payment of ex-gratia

I, hereby make the following person(s)
as nominee for receiving of payment of Ex-Gratia in event of my death:

S.N	Name	Age	Relationship	Address	% of Share
1					
2					

(Unused/Blank rows be scored off)

Signed at.....this.....day of.....202

Signature of Employee:

Name:

Designation: Section/Dept.:

Employee No:

Witnessed by:

1. Signature-

Name-

Address-

Date-

2. Signature

Name-

Address-

Date-

Note: i) One copy to be pasted in Service Book.
ii) Second copy to be given back to the employee after certification by HR.
The detailed procedure for payment of the above financial assistance is indicated at **Annexure I**.

Section-VI

Benefits on Separation (Superannuation/Death/Resignation)

1. Encashment of leave

Event	LAP*	LHAP (*)
Superannuation	100%	100%
Death	100%	100%
Resignation	50%(subject to max. limit 150)	Nil

*Ceiling-300days

2. **Gratuity:** As per Gratuity Rules, however salient features are reproduced below:

(Circular No.51/2018 dated 01.10.2018)

- 15/26 of a month's emoluments for each completed year of service or part thereof in excess of six months (in death cases, up to date of superannuation had the employee remained alive) subject to maximum limit of Rs.20 lakhs. The ceiling of gratuity shall increase by 25% whenever IDA rises by 50%.
- In case of death of the employee, anticipatory gratuity is also payable to the nominee for remaining service.

3. **Employee Provident Fund (EPF)**

On separation PF accumulation (i.e., both employer and employee's share) along with interest is paid to an employee by the EPFO. The employees on separation have to apply Form 19 online on the EPFO Unified Member Portal for withdrawal of PF accumulation. In case of pension employee has to apply online in Form 10(C).

4. **Employee Deposit Linked Insurance Scheme (EDLI)**

The scheme is applicable to all regular and contractual employees (excluding those on deputation) who are members of the Provident Fund. The registered nominee will receive a lump-sum payout in the event of the death of the insured person. If no nominee or beneficiary is registered, then the amount would be paid to the legal heir. With effect from 28.04.2021, the calculation is as under:

{Average Monthly Salary of the Employee for the last 12 months (capped at Rs.15,000/- p.m.) x 30} + Bonus Amount (Rs.2,50,000/-)

Therefore, the maximum payout under EDLI is capped at Rs. 7,00,000/-.

5. Employee Pension Scheme (EPS)

As the EPS Scheme is administered by the Regional Provident Commissioner, Employee on attaining the pension age has to apply Form-10 D online on the EPFO Unified Member Portal. A specific Pension Payment Order (PPO) will be issued by the EPFO to the Member.

Certain other salient features are as follows:

It is calculated on the basis on contribution towards pension and qualifying service, as per employee's pension Scheme, 1995.

- a) He should be a member of EPFO
- b) He should have completed 10 years of service
- c) He has reached the age of 58
- d) He can also withdraw his EPS at a reduced rate from the age of 50 years
- e) He can also defer his pension for two years (up to 60 years of age) after which he will get a pension at an additional rate of 4% for each year.

Pension calculation formula

The pension amount in PF depends on the pensionable salary of the member and the pensionable service. The member's monthly pension amount is calculated as per the following EPS formula:

$$\text{Member's Monthly Pension} = \text{Pensionable salary (x) Pensionable service} / 70$$

6. Travel/transportation of Personal effects-CTG on transfer, Retirement etc. will be given as per rules mentioned in Chapter-VIII.

7. Financial Assistance in case of death/permanent incapacitation (total Permanent disability)-payment of ex-gratia

In case of natural as well as accidental death/permanent total disability leading to being incapacitated, a lump sum ex-gratia payment equivalent to 70 times of last pay drawn (Basic pay+DA) or remaining months of service x last pay drawn (Basic Pay + DA), whichever is less, subject to minimum of Rs. 25 lakhs will be payable to the family of the deceased/permanent incapacitated employee. This amount will be released from DFCCIL revenue.

- i. The financial assistance from DFCCIL Welfare Trust (presently Rs. 5 lakhs) will be paid as per existing policy.
- ii. Funeral expenses of Rs. 25000/- will be paid.

Chapter-XV

Record Keeping and Weeding of Records

Guidelines issued by the Department of Administrative Reforms & Public Grievances, Government of India on record retention schedule are available at:

http://darp.gov.in/sites/default/files/RRS_WC.pdf

The following procedure will be adopted for disposal/retention of the records:

1. Custodian will digitize the physical file and preserve in e-office, prior to scrapping/disposal.
2. Prior approval to be obtained from the respective Department Head for scrapping/disposal of records under this policy. For the purpose of this policy, the Department Heads shall be GGMs/GMs Level officers for Corporate Office and CGMs for the Field Units.
3. For disposing-off Scrapped Files:
 - a) Paper Shredder Machine, to be used to shred the scrapped files.
 - b) Remains of these shreds, to be disposed-off in DFCCIL's provisioned bins.
4. All Departments will ensure to digitize the records which qualify for permanent preservation for administrative purposes (Category A & B Records). Category C Records, which need to be preserved for 3 years, 5 years & 10 years (C-3, C-5, and C-10), should be digitized if they are within their prescribed period of preservation. Also, all Department Heads should frame internal guidelines for digitization of records within broad framework of DARPG guidelines.

(Circular No. 27/2021 dated 24.11.2021 and 07/2023 dated 23.02.2023)

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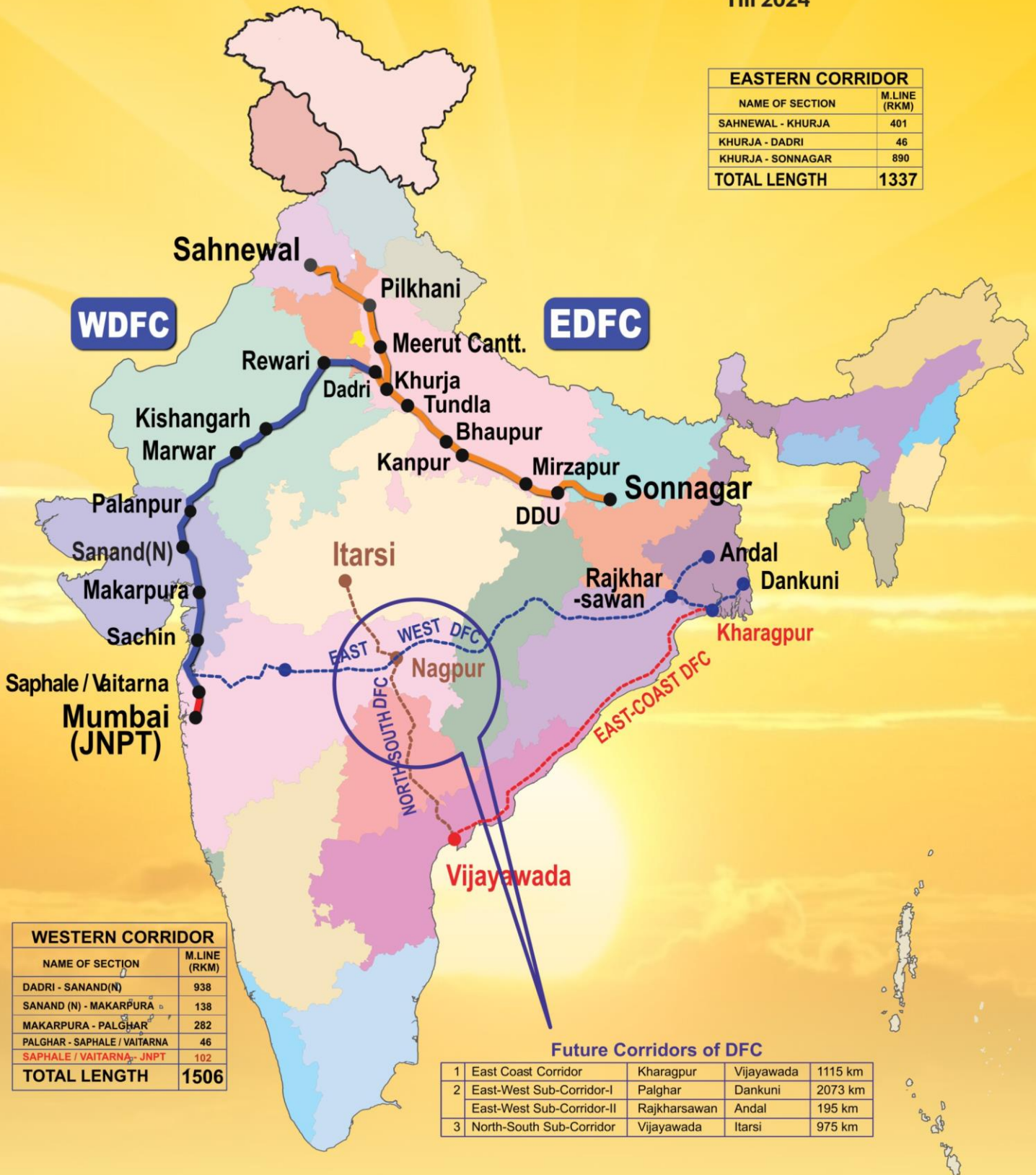
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DFCCIL PROJECT MAP

(2843 Route km)

Till 2024

EASTERN CORRIDOR	
NAME OF SECTION	M.LINE (RKM)
SAHNEWAL - KHURJA	401
KHURJA - DADRI	46
KHURJA - SONNAGAR	890
TOTAL LENGTH	1337



WESTERN CORRIDOR	
NAME OF SECTION	M.LINE (RKM)
DADRI - SANAND(N)	938
SANAND (N) - MAKARPURA	138
MAKARPURA - PALGHAR	282
PALGHAR - SAPHALE / VAITARNA	46
SAPHALE / VAITARNA - JNPT	102
TOTAL LENGTH	1506