

## **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. It aspires to balance the organizational need of providing effective and safe high speed rail transportation solutions of international standards to enable sustainable growth of the national economy, with that of the well-being of its employees. 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;

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- vi) Contributing to employees feeling stimulated, respected, challenged, treated fairly and valued and recognizing their contributions to the success and growth of DFCCIL.

### **3. About DFCCIL**

#### **a) Need of Dedicated Freight Corridors**

Dedicated Freight Corridor is the most ambitious and biggest ever project in infrastructure sector. The Golden Quadrilateral of Indian Railways, which is about 16% of the route kilometers, carries 58% of freight and 52% passenger traffic on this sector. The line capacity in this area has saturated, which has led into serious constraints in meeting country's transport demand with 9% GDP growth could not be met. In this background, Ministry of Railways decided to set up Dedicated Freight Corridor to give economy a boost and build high capacity infrastructure required in the long run. The falling share of rail traffic and high logistics cost has led the Indian Railways to propose Dedicated Freight Corridor which will bring down unit cost of transportation and delivery at faster speed.

#### **b) The Planned Freight Corridors**

Taking the above factors into consideration and recognizing the need for a quantum leap in the Railways' transportation capacity and to ensure a sustainable growth of national economy, the Ministry of Railways has embarked on a long-term strategic plan to construct high-capacity and high speed dedicated freight corridors along the golden quadrilateral and its diagonals. The first phase comprises of the construction of two Dedicated Freight Corridors spanning the Mumbai – Delhi (Western DFC) and Delhi – Kolkata (Eastern DFC) of the golden quadrilateral, covering a total length of 3,294 km on two corridors.

#### **c) The Strategy for building the Freight Corridors**

With a view to ensuring rapid, focused and economical implementation of its DFC project, the Government has decided to establish a Special Purpose Vehicle (SPV) – the Dedicated Freight Corridor Corporation of India Limited (DFCCIL) – a wholly-owned subsidiary of Indian Railways, and an independent corporate entity registered under the Companies Act, 1956. The Government has empowered, DFCCIL to develop, construct, operate and maintain the DFC lines for increasing the capacity of the Railways network to carry freight trains. Predominantly, the funding for the development of the project will be through loans from multilateral/bilateral; lending agencies, in case there is a shortfall, it will be raised as commercial loans. As per the mandate of the Government, DFCCIL will function as an infrastructure manager offering non-discriminatory access to qualified train operators (which in the present case comprises only the Indian Railways) and not run freight trains of its own. DFCCIL will operate independently and maintain an 'arm's length' relationship with MoR.

To complement the efforts of DFCCIL, IR will upgrade its own feeder routes connecting to the DFC and will also procure, own, operate/run the freight trains on the DFC network. The freight revenues from the traffic run over the DFC will directly go to IR and the DFCCIL will be paid Track Access Charges for making the tracks

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and line capacity available to IR for the movement of trains. This unique model has been adopted so that the project of national importance is delivered efficiently and expeditiously, and once operational, achieves vastly superior standards of service delivery than achieved by Indian Railways, which may not have been possible if the project was implemented within the conventional railway framework.

### **d) 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 so far as the matters relating to planning, co-ordination with concerned multi-lateral agencies involving funding, procurement of works related to respective corridors during construction phase.

### **4. Organizational Set-up in Corporate Office & Field Offices during Construction Phase.**

Directors shall be provided with organizational set up at the Corporate Office as well as in the field. The requirement of staff and their skills during construction phase are different from the requirement and skills during O&M phase. In the Corporate office, each of vital functions is headed by a General Manager. These include coordination with multilateral agencies for funding, procurement, design, SEMU, Electrical, S&T, Civil Engineering etc. Field organization is headed by a Chief Project Manager (equivalent to General Manager) and shall report to respective Director for administrative matters and for the functional matters to the Functional Directors.

To optimize the size of the organization during construction phase, many of the activities are being planned to be outsourced. These include supervision of works, outsourcing of the non-core activities like support staff, secretarial staff, office upkeep, security etc. In addition, the technical consultancy jobs including formulation of bid documents in consultation with DFCCIL and assistance in evaluation of bids have been planned to be outsourced. Only the broader technical control, coordination with state agencies maintaining in commercial aspects are proposed to be performed by in-house organization. For other items of work, General Consultants/Project Management Consultants are proposed to be engaged. A complete set up of the organization both in corporate office as well as in field is given at **Annexure I & II** respectively.

Total requirements of organization in the construction phase is given at **Annexure-III**.

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### 5. Organizational Setup during Operational Phase

Organizational arrangements for the Operational Phase shall be provided with profit centre based organization at the Corridor level, Quality Assurance and Risk Mitigation, Social and Environmental safeguards etc. There will be matrix type organization, properly balancing the roles of the Functional Directors responsible for various technical disciplines and Executive Directors responsible for operating the corridor level profit centre organization. An outline of Organization structure that DFCCIL proposes to adopt for Operation & Maintenance of freight corridors shall consists of 3-tier organization structure comprising of:

- a) DFCCIL Headquarter
  - b) Regional Headquarter (Eastern and Western Corridors)
  - c) Integrated Maintenance Depots
- a) **DFCCIL Headquarters:** The DFCCIL headquarters will be based in the National Capital Region (NCR) of Delhi. It will consist of the Board of Directors and other senior management officials, for overall planning, monitoring, administrative control and direction to the DFCCIL organisation. DFCCIL will have 5 functional Directors including the Managing Director. In addition there will be Government Nominee Directors and Independent Directors. There will be Departmental Heads in the DFCCIL, who will be common to the Eastern and Western corridors. Department Head will have small contingent of support staff. The organisational chart has been shown in **Annexure-IV**.
- b) **Regional Headquarters:** There will be two regional offices, one each in Eastern and Western Corridor, headed by a Executive Director assisted by officials and staff, as shown in the **Annexure-V**. Both Executive Directors will report to MD and will be independent cost and revenue centers. Day to day working of the maintenance and operation work as well as liaison with Zonal Railways and local agencies will be done by the Eastern and Western Corridor Headquarters.
- c) **Integrated Maintenance Depots (IMDs):** It has been proposed to set up Integrated Depots common to Civil, Electrical and S&T Engineering Department so as to economize on common facilities like building, storage space, transport, common tools etc. as well as to have a common pool of general staff like unskilled labour, welders, carpenters etc. Also, in case of emergencies, a multidiscipline, large workforce will be available at one spot, making coordination between different departments easier to attend to the emergency. These depots are to be set up 160 kilometers apart, along the DFC. Each depot will have one or more senior officers of Civil, Engineering and S&T department, who will control their respective staff and carry out maintenance activities in the 160 Kms. long section.

Integrated maintenance sub depots will be set up 80 Kms apart from the main depots. These will basically be used to store material and base staff so that material and men do not have to travel long distances to reach their workplace. The staff in the sub depots will be drawn out of the staff sanctioned for the main depots. The number of staff and the materials to be kept in each sub depot will be decided by the

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main depot manager, depending on the maintenance requirement of the section. The organizational structure of integrated maintenance depot is given at **Annexure-VI**.

There will be total requirement of **9804** staff in the operational phase. Category-wise staff Details will be as given in Table-09 of operation and maintenance report (**Annexure-VII**).

### **6. Organizational culture and values**

#### **6.1 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 work culture different from the Indian Railways has to be developed in the organization.

#### **6.2 How this will be achieved**

- i) Transparency:
  - An HR system that is transparent, responsive, reliable, 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 re-dressal 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 and to put in place audit system to minimize system breakdown.
  - Periodical 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.

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- 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 policies, 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.
  - Email communication amongst employees as well as with outside stake holders.
  - 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.
  - Online file tracking system.
- v) Sourcing of work force compatible with organizational culture; training them to inculcate targeted attributes such as high degree of responsiveness, quality, integrity, decisiveness, team work and organizational commitment, Customer focus (both external and internal), development of competencies and work ethics.

### **7. Attracting and retaining talent**

#### **7.1 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 utilizing HRIS as also 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, HRIS, 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 measureable goals would be set.

#### **7.2 Staffing pattern:**

DFCCIL will have separate staffing structure for the construction and operations phases of the project, reflecting the different skill-set requirements of each phase. The project delivery organization will have a predominance of staff with the requisite engineering and related backgrounds, conversant with designing, tendering, procurement and supervision of works, land acquisition processes, etc. The staff having the above skill set will be sourced from Indian Railways both on deputation and permanent absorption basis.



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### 7.2.1 Lean organization:

DFCCIL will have a lean manpower organization with staff and managers having functional rather than linear responsibilities. During the project delivery phase, DFCCIL plans to limit the size of the establishment by using the services of consultants for preliminary design, and project management and supervision as far as possible. During operations, DFCCIL will use mechanization to optimize staff costs to the extent possible. To this end international practices like risk based maintenance regime combined with intensive monitoring of assets and mechanized maintenance of the infrastructure has been planned.

### 7.2.2 Construction Phase Induction:

DFCCIL is likely to enter into the operational phase by the year 2017-18. During project delivery phase, there will be total requirement of **932** staff. The project delivery organization will require staff with the requisite engineering and related backgrounds, conversant with designing, tendering, procurement and supervision of works, land acquisition processes, etc. The staff having the above skill set will be sourced initially from Indian Railways both on deputation and permanent absorption basis. Simultaneously, staff will be recruited from open market in a phased manner who will replace deputationists in a way that quality and continuity of the work do not suffer. Keeping in view the project schedule, phasing of the induction of manpower during construction phase will be as under, the detailed breakup of which is given at **Annexure-VIII**:

Levels	2011	2012	2013	2014 to 2016 (need based)	Total
Senior Management (E9/E8)	25	11	4	1	41
Middle Management (E7/E6/E5)	56	41	48	12	157
Junior Management (E4/E3)	117	83	57	29	286
Supervisors (E1/E0)	180	135	90	43	448
<b>Total</b>	<b>378</b>	<b>270</b>	<b>199</b>	<b>85</b>	<b>932</b>

**The number of employees at various levels during construction phase is subject to change depending upon the actual availability of officers.**

### 7.2.3 Operational Phase Induction:

DFCCIL will use state of the art technology in the area of Over Head Electrification (OHE), Signaling and Telecommunication, Advanced heavy haul track system, etc. thereby limiting the need of staff strength. Further, the requirements of the number of level-crossing gates have been contained as per the international best practices.

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Keeping the above policy in mind, the earlier projected requirement of 12,000 staff strength during operational phase has been further reviewed. As a result of which, the total requirement of staff during operational phase has been reduced from 12,000 to **9804**.

As per the Business Plan of DFCCIL, the number of employees required at various levels during operational phase has been indicated at the last column of the table below.

Bulk of the requirement of the operational staff will arise only after 2014. Therefore, 70% of the total requirement of staff excluding staff required during construction phase i.e. 70% of staff i.e. **6862** (replacement/absorption of 932 staff already inducted during construction phase + **5930** fresh induction through various modes) will be required by 2017 i.e. at the beginning of the operational phase. Thereafter, 5% additional requirement of staff every year or as per the operational requirement will be inducted from open market. The phased induction during operational stage will be as under:

Levels	Already available by the end of const. phase*	2014	2015	2016	Available by 2017	After 2017 @ 5% per annum.	Grand Total
		(70% - 20:40:40)			(70%)	(30%)	(100%)
Top Management (MD/Directors)	-	-	-	-	-	-	<b>05</b>
Senior Management (E9/E8)	11	1	4	4	20	8	28
Middle Management (E7/E6/E5)	40	8	16	16	80	33	113
Junior Management (E4/E3)	401	70	139	139	749	318	1067
Supervisors (E1/E0)	480	80	162	162	884	379	1263
Skilled staff (Welder/Testers/Fitters/Mechanics/Operators/Technicians/TWD/Artisans/Points men)	-	285	572	572	1429	614	2043
Unskilled staff (Gang men/Gatemen/Messenger/Labourers)	-	740	1480	1480	3700	1585	5285
<b>Total</b>	<b>932</b>	<b>1184</b>	<b>2373</b>	<b>2373</b>	<b>6862</b>	<b>2937</b>	<b>9804</b>

\* Numbers at various levels subject to change depending upon actual availability.

**Note:** Minimum 80% of the requirement indicated in the table above will be sourced for each year, depending upon the progress of the work.

Induction of 50% of the requirement against fresh induction i.e. **3000** approx (50% of **5930**) will be made through deputation/permanent absorption failing which through open market recruitment/outsourced agencies. Since 07 Zonal Railways run parallel to the Eastern and Western DFC, it will be easier for getting suitable and willing railway personnel on deputation/permanent absorption basis.



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The rest 50% of the requirement against fresh induction i.e. **3000** approx (50% of **5930**) will be fulfilled through open market recruitment during 2015 and 2016 in a phased manner through Educational Consultant of India Limited (Ed.CIL), a PSU under the Ministry of Human Resource Development or by making suitable arrangements with Railway Recruitment Boards (RRBs), which are the specialized recruiting agency for IR with similar skill set required by DFCCIL. Such recruited staff will be readied by imparting suitable training, by the time we enter into the operational phase in 2017-18.

The additional requirement of 5% staff every year after 2017 or as per the operational requirement will be made through open market recruitment.

### 7.3 Internal sourcing:

A comprehensive database in the form of a Human Resource Information System (HRIS) would be made operational to facilitate decision-making and enable smooth career/ succession planning for existing human resource. Policies enabling smooth progression through internal Talent sourcing would be formulated with emphasis on simplification of procedures and utilization of the HRIS to enable correct fitment within set target period.

### 7.4 External sourcing:

Formulation of framework for determining the skills, aptitude and knowledge requirements of DFCCIL. Also compatibility of the value systems of human resources to be sourced with corporate future of DFCCIL. While doing so, the external environment, level and availability of skills would be kept in view. Emphasis would be placed on usage of information technology, web based portals in addition to conventional modes of human resource sourcing.

#### 7.4.1 Modes of External Sourcing:

The optimal staff strength will be required only on reaching the operational phase. A vigorous strategy for open market recruitment of skilled personnel in various fields will be adopted to meet the manpower requirements before entering into the operational phase, which will be sourced through Ed.CIL and RRBs.

For the purpose of permanent absorption of employees from IR and other PSUs, a detailed policy has already been issued. As a matter of fact, offer letters have already been issued to those deputationists willing for absorption.

Induction of manpower during construction phase will have to be correlated with the progress schedule of the project. For this purpose an open market recruitment policy has already been issued and the process of recruitment for Civil, Electrical and S&T department have already been initiated through Ed.CIL keeping in view the foreseeable requirements.

### 7.5 Development of career progression plans:

- i) Development of career road maps for identified employee groups aimed at providing attractive career growth and opportunities for upward mobility within the organization both in the short term as well as in the long term.
- ii) This would involve assessment of manpower requirements, availability, competencies, retirement and seniority lists as also determination of criteria for progression linked to performance evaluation and training.
- iii) Preparation and alignment of succession plans with training, mentoring and timelines for placement.

### 7.6 Wage compensation package:

#### 7.6.1 Payroll and Superannuation benefits:

DFCCIL being a Govt. of India company, it has to adhere to all the rules and regulations prescribed by the concerned Govt. authority like DPE, DOP&T, MoR, etc. DFCCIL cannot have the amount of flexibility as are being enjoyed by the private sector in the matter of pay, allowances and perks. Similarly, it has limited flexibility in the matter of career progression of its employees. Despite these constraints, a very lucrative package of pay and allowances for its employees has been put in place while adhering to the Govt. directives.

In order to attract talent from outside and to retain them, a lucrative compensation package both monetary as well as non-monetary for various levels has already been put in place taking into account organizational finances, employee contributions and accomplishments as well as HR demand-supply factor.

A very attractive and flexible superannuation benefit scheme is under consideration which would allow 30% of the basic pay + dearness allowance of the employees as superannuation benefits. The benefits will comprise of Contributory Provident Fund (CPF), Gratuity, Pension, Post Superannuation Medical Benefits, etc.

#### 7.6.2 Allowances and Perks:

Govt. has prescribed a ceiling of allowance to be paid which can be maximum upto 50% of the basic pay. DFCCIL has been operating the basket of allowances at the maximum permissible limit @48.5% by adjusting 1.5% for free indoor medical benefits. A cafeteria approach has been adopted to enable employees to choose various allowances within this basket. Thus, DFCCIL's IDA pay structure and allowance is most attractive if compared amongst other Railways PSUs like DMRC, IRCON, RITES, CONCOR, IRCTC, etc. who are operating the basket of allowances @ 35% to 40% only.

Further, limited items of allowances has been kept in the basket which has a ceiling i.e. 50% of the basic pay. Maximum number of items relating to perks and benefits for the employees (which are linked with due performance of duty) have been kept out of the basket, thus making the total package very lucrative. As per the package being offered by DFCCIL, the Govt./Railway employees opting for permanent

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absorption in DFCCIL will be benefited in the range of 35% to 45% compared to their parent gross salary.

7.6.3 Insurance: A comprehensive insurance scheme will be put in place.

7.6.4 Housing, Medical and Leave:

Provision of company leased residential accommodation anywhere in the country for the family, liberal medical facility for taking outdoor and indoor treatment for self and family members, recreational travel facility to hometown/other places has already been put in place. Special maternity related facilities for the women employees are provided in line with the policy of the Govt. of India.

7.6.5 Incentives and Benefits:

i) Monetary:

- Besides the lucrative salary package, company will also introduce Performance Related Pay (PRP) which will have direct relation with the performance of the employees and MOU ratings of the company. Employees will be rated for their performance based on an Annual Performance Appraisal system. The PRP will increase from junior to senior levels which can be upto 200% of basic pay at highest level (CMD) and 40% at lowest level (E0). Moreover, PRP would be payable at 100% eligibility levels in case the company achieves MOU ratings at excellent.
- Incentive is being provided for adopting small family norms
- Rewards

ii) Non monetary:

- A token gift during Birthday and festivals are provided to motivate them.
- Membership of Health clubs, opportunities for higher studies, skill up-gradation and exposure to national and international best practices through seminars/conferences will be provided.
- Cultural activities will be organized for organizational bonding.
- Institutional membership of clubs, health facilities, leisure facilities, etc. will be allowed for developing inter-personal relations amongst the employees and their families.
- Leisure activities such as Clubs, Library, Stress management initiatives, etc. will be undertaken.
- As and when the strength of women employee grows, the facility of creches for working women will be provided.

## **8. HR development**

8.1 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.

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- 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.

### ii) 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.

### iii) Training delivery(Internal):

#### Short-term

- The internal plan would involve 'on the job training' in the desired areas.
- A system of continuous assessment and evaluation method will also be put in place so as to plan for sharpening the skills and capabilities of the employees.
- As the setting up of the specialized training institute with its teaching faculty and other infrastructure facilities will take time, the basic training during the construction phase will be imparted to the employees by making suitable arrangements with the specialized training institute of Indian Railways in discipline like Civil, Electrical, S&T, etc.
- Arrangements will also be made with these institutes to design short duration modular training courses in specific areas as per the specific needs.
- Training plan of the manpower inducted through absorption/recruitment is given at **Annexure-IX**.

#### Long-term

- Since DFCCIL will adopt state of the art technology and modern international system of maintenance, a **specialized training institute** will be set up.
- The institute will provide induction training to new recruits as well as refresher training at periodical intervals to the managerial, supervisory and artisan staff.
- The training institute will be located at National Capital Region of Delhi.
- The institute will have dedicated Principal, Vice Principal, Sr.Instructors and Instructors of specialized disciplines besides other staff.

iv) 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.

v) Mentor programs:

Mentor programs will be put in place.

vi) On boarding programs for new entrants

All the new entrants will be provided on boarding orientation training at the time of joining the organization.

vii) 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.

### **9. Performance Evaluation and Discipline**

The evaluation of performance of the employees and ensuring discipline amongst them will be ensured through:

- Development of performance evaluation and measurement systems for all employees.
- Measurement of HR performance areas such as client satisfaction, speed of employee relations resolution and employee development.
- Stakeholder consultation would be an integral part of the process
- Development of reward strategies that would align rewards and incentives policies directly with successful achievement of DFCCIL's major goals.
- Ensuring conduct and discipline by laying down various dos & don'ts and penal provisions.

### **10. Labour relations and conflict resolution**

The labour relations and conflict resolution will be tackled through:

- Trade unions and associations
- Communication through feedback, analysis of grievances etc.
- Grievance redressal policies

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- Productivity enhancement

### **11. 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
- Workman compensation.
- Disability
- Right to Information (RTI)
- Anti Discrimination/Harassment policies

### **12. Employee Severance Policies**

The employee severance will be regulated in the following manner:

- a) The normal superannuation scheme on attaining a particular age/number of years of service will be put in place.
- b) The policies including the terms and conditions governing exit of employees through – resignation, voluntary resignation or termination - will be framed.
- c) Retrenchment scheme will also be prepared.

### **13. HR System Audit and HR Budget**

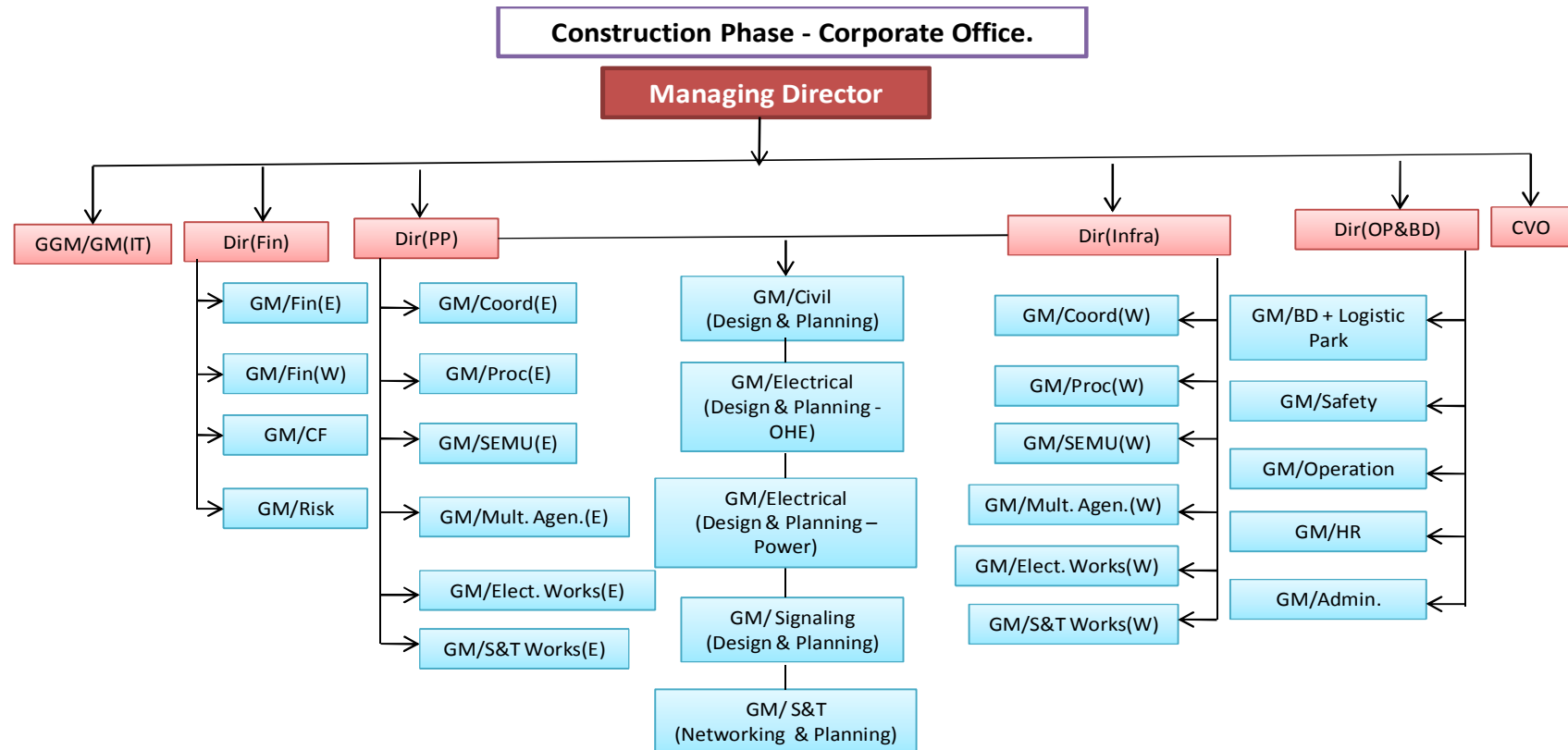
- There will be periodical Audit of HR policies and programs to make changes as required/anticipated,
- Evaluation of costs saved due to HR policies aimed at prevention of employee accidents and absenteeism.
- Resolution of employee conflicts thus minimizing man-days lost, as also savings on provision of staff within acceptable time limits.
- Assessment of HR budgetary needs

### **14. HR System Enhancement.**

- HR policies/rules like Open Market Recruitment Policy, Permanent Absorption Policy(DGM & below), Compensation policies(monetary as well as non-monetary), Joint Procedure Order for financial claims, Leave Rules, Leave Travel Concession(LTC) Rules, Residential Leased Accommodation Rules, Medical benefit scheme, Conduct, Discipline and Appeal Rules have already been finalized and notified.
- A comprehensive HR manual will be prepared soon encompassing the above notified policies/rules also incorporating Career progression Policy, Welfare and safety policy and Severance policy, which are under finalization.

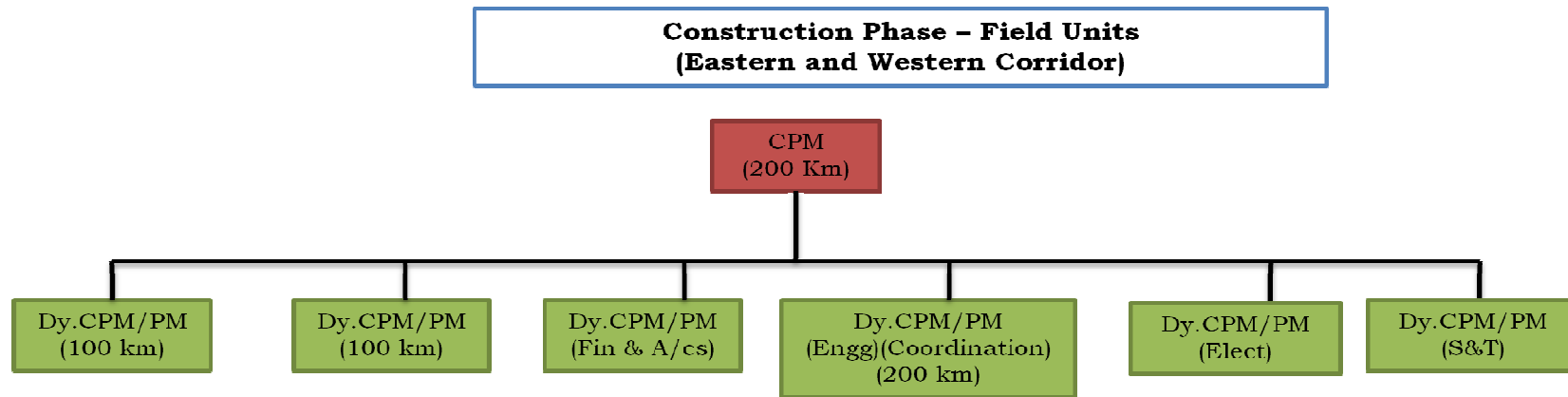


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Levels	Civil	Elect.	S&T	OP&BD	Fin.	HR & Admn.	IT	Vig.	Total
GM(E8)	9	4	4	3	4	1	1	1	27
AGM/JGM/DGM (E7/E6/E5)	14	6	6	6	8	3	1	1	45
Manager/AM (E4/E3)	9	6	6	6	8	7	4	2	48
Sr.Exe./Exe. (E1/E0)	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>32</b>	<b>16</b>	<b>16</b>	<b>15</b>	<b>20</b>	<b>11</b>	<b>6</b>	<b>4</b>	<b>120</b>

**Annexure-I**



**For each CPM**

	CPM E8	Dy.CPM/PM E7/E6/E5	Dy.PM/APM E4/E3	Sr.Exe/Exe E1/E0
Civil	1	3	6	17
Finance	-	1	2	2
Elect	-	2	4	6
S&T	-	2	4	6
Traffic	-	-	1	1

**Eastern Corridor (7 CPMs)**

	CPM E8	Dy.CPM/PM E7/E6/E5	Dy.PM/APM E4/E3	Sr.Exe/Exe E1/E0
Civil	7	21	42	119
Finance	-	7	14	14
Elect	-	14	28	42
S&T	-	14	28	42
Traffic	-	-	7	7

**Western Corridor (7 CPMs)**

	CPM E8	Dy.CPM/PM E7/E6/E5	Dy.PM/APM E4/E3	Sr.Exe/Exe E1/E0
Civil	7	21	42	119
Finance	-	7	14	14
Elect	-	14	28	42
S&T	-	14	28	42
Traffic	-	-	7	7

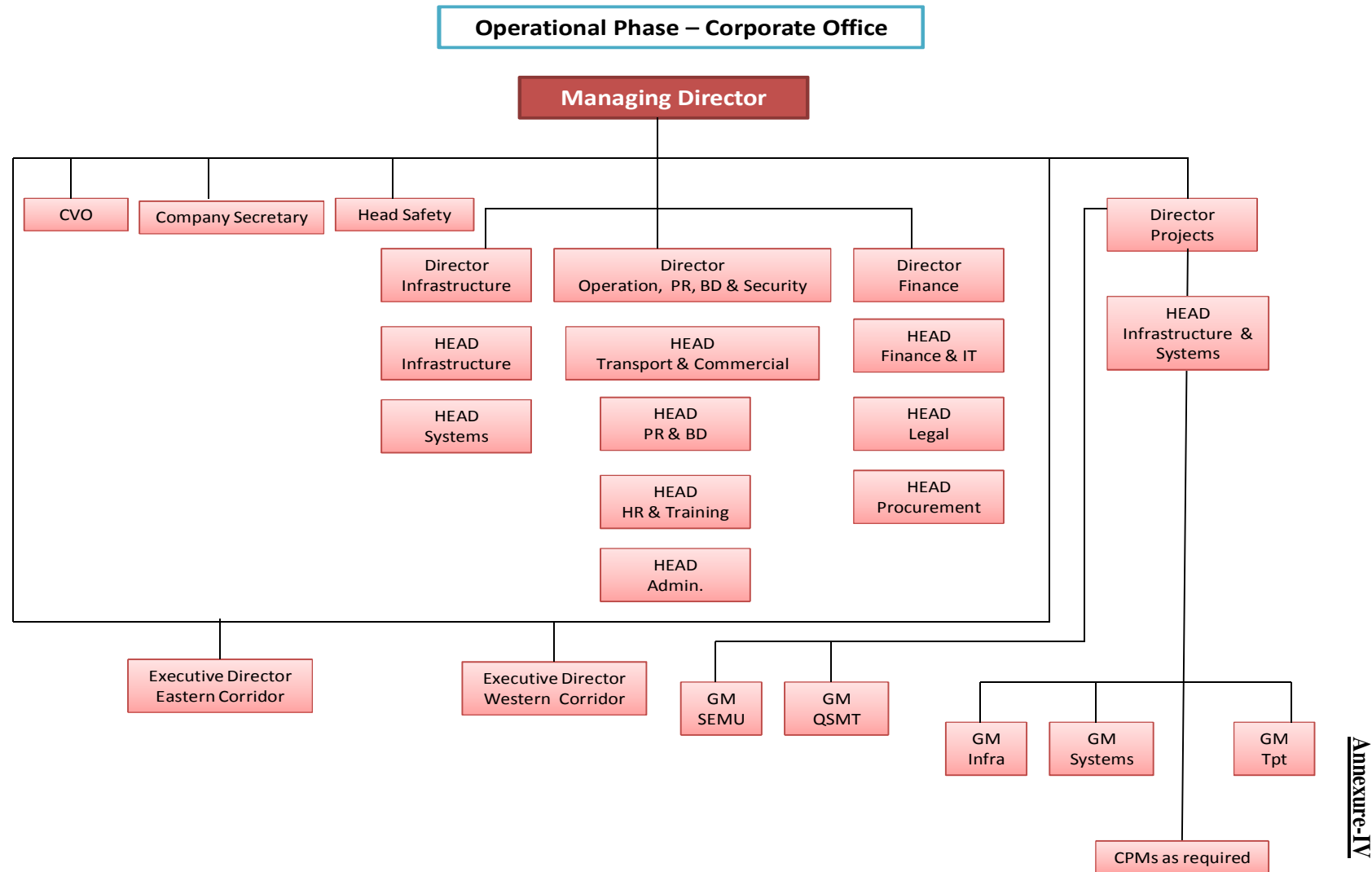
**Requirements in construction phase - Corporate Office and Field Units  
(Eastern & Western Corridor)**

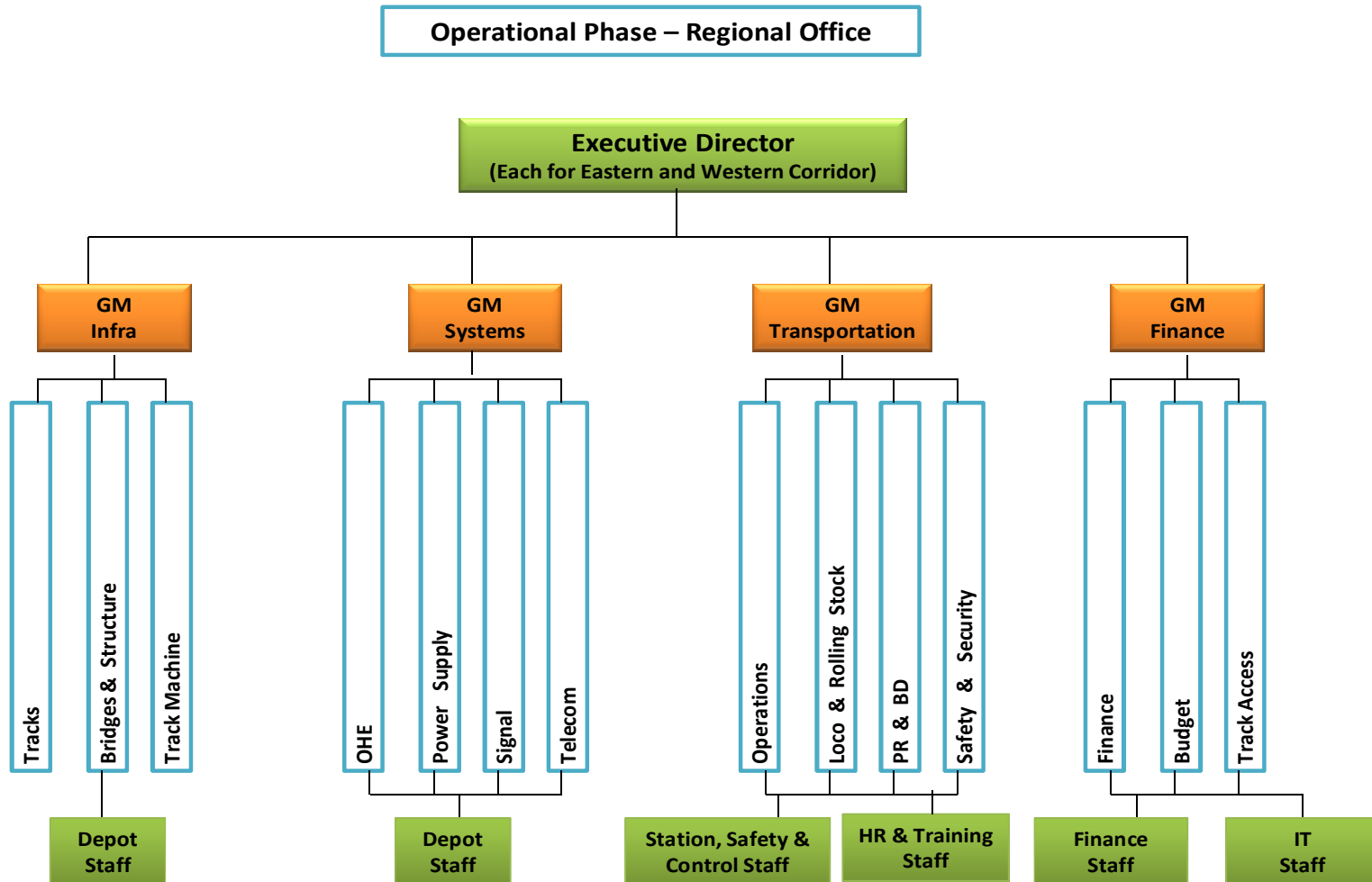
<b>Disciplines</b>	<b>E9</b>	<b>E8</b>	<b>E7</b>	<b>E6</b>	<b>E5</b>	<b>E4</b>	<b>E3</b>	<b>E1</b>	<b>E0</b>	<b>Total</b>
Civil	-	23	56			93		238		410
Electrical	-	4	34			62		84		184
S&T	-	4	34			62		84		184
Operation & BD	-	3	6			20		14		43
Finance	-	4	22			36		28		90
HR & Admn.	-	1	3			7		-		11
Vigilance	-	1	1			2		-		4
IT	-	1	1			4		-		6
<b>Total</b>		<b>41</b>	<b>157</b>			<b>286</b>		<b>448</b>		<b>932</b>

Abbrev.: E9- Executive Director, E8 - General Manager/Chief Project Manager

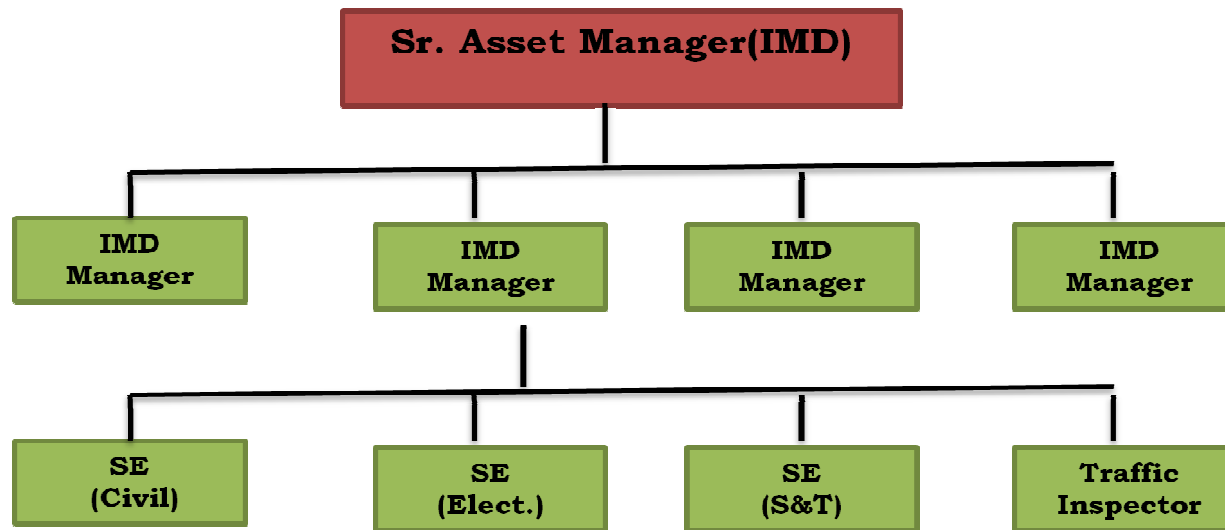
E7/E6/E5 - Addl. General Manager/Joint General Manager/Dy.General Manager, E4/E3 - Manager/Asst. Manager

E1/E0 - Sr. Executive/ExecutiveE9





**Operational phase –  
Integrated Maintenance Depots(IMD)**



- Each Sr. Asset Manager will control generally three (3) IMDs.
- Each IMD Manager will have four technical supervisor as shown above.
- Staff as per O & M Report.



## Requirements in Operational Phase – Corporate Office and Field Units (Eastern and Western Corridors)

*As given in Table-09 of O&M report*

Staff	Eastern	Western	Total
DFCC Headquarters			<b>95</b>
Central Control			<b>13</b>
Training School			<b>46</b>
Corridor headquarters	60	60	<b>120</b>
Depot Managers	38	45	<b>83</b>
P Way	2036	1855	<b>3891</b>
Civil Structures and Bridges	316	240	<b>556</b>
Civil Track Machines	228	228	<b>456</b>
Electrical	550	494	<b>1044</b>
S&T	482	442	<b>924</b>
Operations	516	366	<b>882</b>
Control Office	61	57	<b>118</b>
ART	26	26	<b>52</b>
Traffic/Engg. gatekeepers	572	952	<b>1524</b>
<b>Total</b>	<b>4885</b>	<b>4765</b>	<b>9804</b>

Annexure-VII

**Phasing of induction of manpower during construction phase**

<b>Disciplines</b>	<b>Level</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014 to 2016 (Need based)</b>	<b>Total</b>
Civil	E9/E8	14	6	3	0	23
	E7/E6/E5	20	18	18	0	56
	E4/E3	50	29	14	0	93
	E1/E0	96	73	48	21	238
Electrical	E9/E8	2	1	0	1	4
	E7/E6/E5	10	8	8	8	34
	E4/E3	20	18	12	12	62
	E1/E0	34	25	17	8	84
S&T	E9/E8	2	2	0	0	4
	E7/E6/E5	12	10	8	4	34
	E4/E3	20	15	15	12	62
	E1/E0	34	25	17	8	84
Operation & BD	E9/E8	2	1	0	0	3
	E7/E6/E5	2	2	2	0	6
	E4/E3	5	5	5	5	20
	E1/E0	5	4	3	2	14
Finance	E9/E8	2	1	1	0	4
	E7/E6/E5	8	2	12	0	22
	E4/E3	14	12	10	0	36
	E1/E0	11	8	5	4	28

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HR & Admn.	E9/E8	1	0	0	0	1
	E7/E6/E5	2	1	0	0	3
	E4/E3	4	2	1	0	7
	E1/E0	0	0	0	0	0
Vigilance	E9/E8	1	0	0	0	1
	E7/E6/E5	1	0	0	0	1
	E4/E3	2	0	0	0	2
	E1/E0	0	0	0	0	0
IT	E9/E8	1	0	0	0	1
	E7/E6/E5	1	0	0	0	1
	E4/E3	2	2	0	0	4
	E1/E0	0	0	0	0	0
Total		378	270	199	85	<b>932</b>

**Senior Management - (ED/GGM/GM) - E9/E8**

**Middle Management - (AGM/JGM/DGM) - E7/E6/E5**

**Junior Management - (Manager/Assistant Manager) - E4/E3**

**Supervisors - (Sr.Executive/Executive) - E1/E0**

## Training plan

Level	Training weeks per officer	No. of officers to be trained / No. of training weeks required.				Total number of Officers to be trained	Total training weeks	Training contents
		2011	2012	2013	2014			
General Manager (Deputation /Absorption)	2	15/30	5/10	4/08	0/0	24	48	Contract management with multi lateral funding , Planning & monitoring.
AGM/JGM/DGM (Deputation/ Absorption)	8	13/104	17/136	20/160	0/0	50	400	Construction technologies, Project Planning,/monitoring, Contract management with multi lateral funding role of employers vis-à-vis GC/PMC.
Manager/AM (Absorbee)	8	30/240	26/208	0/0	0/0	56	448	Role of employers vis-à-vis GC/PMC quality control, monitoring, construction techniques, contract management.
Assistant Manager (Direct Recruits)	10	0/0	0/0	11/110	11/110	22	220	Construction techniques, Contract management. (10 weeks in class room training + 10 weeks on the job)
Sr.Executive/ Executive (Direct Recruits)	10	4/40	138/1380			142	1420	Testing procedure, measurements, collection of samples (10 weeks on the job)

### Chapter -II

#### **Open Market Recruitment Policy in DFCCIL.**

Recruitment to supervisory levels shall be conducted based on the following broad guidelines, until further orders:

- a. All open market recruitments shall be made through Educational Consultants of India Limited (Ed.CIL), a PSU under Ministry of HRD located in NOIDA.
- b. Recruitment shall be made in the technical categories viz. Civil, Electrical, S&T, and other categories as may be decided by the competent authority from time to time.
- c. Recruitment in supervisory levels i.e. E3 and E0 grades shall be made with the following eligibility criteria:

<b>Post &amp; IDA Scale</b>	<b>Edu. Qual.</b>	<b>Age and Experience</b>
Assistant Manager E3 (24900-50500)	Relevant Degree from a recognized institute with min. 60% marks	Age and length of experience to be prescribed as per requirements from time to time.
Executive E0(12600-32500)	Relevant Diploma from a recognized institute with min. 60% marks	

- d. The detailed advertisement will be drafted by DFCCIL for publication in Employment News and other dailies as decided from time to time. Receipt of applications, scrutiny and selection process shall be undertaken through Ed.CIL.
- e. The process of selection may be written test followed by an interview. Interview committee shall be constituted by Ed.CIL with one or two General Managers of DFCCIL as nominated by MD.
- f. Reservations/relaxations for SC/ST/OBC/PH/etc. shall be allowed as per GOI instructions.
- g. A panel and a standby panel as recommended by the selection committee of Ed.CIL shall be operated with the approval of MD.
- h. Offer of appointment will be issued only after suitability in the medical test from the approved Hospital and the appointment will be subject to verification of character, antecedents and caste certificate.
- i. Direct recruits shall be on Probation for a period of 24 months from the date of joining to be confirmed, subject to satisfactory completion of the probationary period including tests/training as prescribed, through a committee nominated by MD.
- j. The Company can extend or curtail the period of Probation on merits of individual cases and may discharge from the services, during the period of probation, without assigning any reasons.

## Chapter-III

# Permanent/Immediate Absorption Policy

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

### 1) Eligibility conditions:

- Absorption of employees working in Railways, other Govt. departments, Central PSUs and those already on deputation with DFCCIL shall be considered.
- The 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.
- The eligibility criteria for both permanent and immediate absorption to various levels shall be as under:

Posts	IDA Scales/ Comparable CDA Scales	Eligibility Criteria for Permanent/ Immediate Absorption	
		CDA Pay Band + Grade Pay in Parent Cadre	IDA Scales of other PSUs
(1)	(2)	(3)	(4)
GM	<b>E8(51300-73000)/</b> PB-4/GP10000(SAG)	Officers working in PB-4(37400-67000)+ GP 10,000.	Working in <b>E8</b>
AGM	<b>E7(43200-66000)/</b> PB-4/GP8900	Officers working in PB-4(37400-67000) + GP 8700.	Working in <b>E7 or E6</b>
JGM	<b>E6(36600-62000)/</b> PB-4/GP 8700(SG)	Officers working in PB-3(15600-39100) + GP 7600.	Working in <b>E5</b>
Dy.GM	<b>E5(32900-58000)/</b> PB-3/GP 7600(JAG)	Officers working in PB-3(15600-39100) + GP 6600.	Working in <b>E4</b>
Manager	<b>E4(29100- 54500)/</b> PB-3/GP 6600 (SS)	Officers working in PB-3/2 + GP 5400 or 4800.	Working in <b>E3</b>
Asstt. Mgr.	<b>E3 (24900-50500)/</b> PB-3/2 + GP 5400	Employees working in PB-2 + GP4600 (PB2+GP 4800 in A/cs deptt. of IR)	Working in <b>E2</b>
Sr. Exe.	<b>E1(16400-40500)/</b> PB-2/GP 4600	Employees working in PB-2 + GP4200	Working in <b>E1 or E0</b>
Exe.	<b>E0(12600- 32500) /</b> PB-2/GP 4200	Employees working in PB-I + GP2800 or 2400.	Working in immediate one grade <b>below E0</b>

- Higher grade pay granted under MACP by the parent department shall not be taken into account for the above eligibility criteria.
- 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 57(Fifty Seven) years. The age will be reckoned as on the date of application in case of deputationists seeking permanent absorption. In case of immediate absorption, the age will be reckoned as prescribed in the advertisement.



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### 2) **Selection Method (Permanent Absorption)**

- a) The deputationists shall be eligible for permanent absorption at any time during their deputation tenure in DFCCIL subject to fulfillment of the eligibility conditions under para-1 above and may exercise the option in the enclosed format.
- b) The suitability of the deputationists for permanent absorption will be assessed by a selection committee through interview & assessment of APARs with the following weightage:

APARs	Experience Profile	Additional professional qualifications	Personality, Aptitude, General Awareness, Comm. skill	Qualifying %
<b>25</b>	<b>40</b>	<b>20</b>	<b>15</b>	<b>60%</b>
Note: As per DOP&T's instructions, reservation rule is not applicable in Deputation & Absorption.				

- c) For the post of DGM and below, a selection committee consisting of three GGM/GMs, one each from HR, concerned department & sister departments shall be nominated by MD and the recommendations shall be approved by the appointing authority, as per SOP.
- d) For the post of JGM and above the selection committee shall consist of three Directors, to be nominated by MD and the recommendations shall be approved by the appointing authority, as per SOP.

### 3) **Selection Method (Immediate Absorption)**

- a) Advertisement seeking applications for immediate absorption will be displayed in company's website and/or published in Employment News & other newspapers.
- b) Normally, applications 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 from the candidates and can be provisionally selected, subject to receipt of letter of acceptance of resignation from the competent authority in parent organization before joining DFCCIL.
- c) Qualification/experience, if required, will be prescribed in consultation with the concerned department.
- d) Selection of the applicants for immediate absorption shall be based on interview of the short listed candidates by a selection committee. The nomination, composition of the committee & approval of recommendations shall be as mentioned in Para-2-(c) & (d) above.
- e) The selection committee shall assess the candidates for immediate absorption through interview & assessment of APARs with the following weightage:

APARs	Experience Profile	Additional professional qualifications	Personality, Aptitude, General Awareness, Comm. skill	Qualifying %
<b>25</b>	<b>40</b>	<b>20</b>	<b>15</b>	<b>60%</b>
Note: As per DOP&T's instructions, reservation rule is not applicable in Deputation & Absorption.				

### **4) 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 respect.
- c) Pay Fixation: The pay of an employee shall be fixed in the IDA pay scale in which absorbed, as given under Col-2 of Para1(c), from the date of immediate absorption. In case of deputation followed by permanent absorption, pay in the IDA pay scale in which absorbed (Col-2 of Para1-c) shall be fixed from the date of deputation on notional basis i.e. without arrears and actual from the date of permanent absorption.

In case where there is a drop in pay on such fixation, the difference will be protected as personal pay to be absorbed in future increases in pay subject to the condition that such pay plus personal pay should not exceed the maximum of the pay scale of the post in which absorbed.

### **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.**

Affix recent  
Passport size  
photograph

1	Name (in full)	
2	Date of Birth (please enclose copy of Matric / 10 <sup>th</sup> 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 Band/Grade pay in parent cadre as on date( <i>substantive</i> )	
	b) Date from which admissible	
	c) Pay band/Grade 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 Scale/Pay Band+Grade Pay on deputation	

**Undertaking**

I hereby submit unqualified willingness for being considered for permanent absorption in DFCCIL as per Absorption Policy of the company.

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

Name and Signature: \_\_\_\_\_

Recommendation of  
the Controlling Officer

**HR/Corporate Office**

## **Chapter-IV**

# **Promotion Policy**

### **1. Objectives:**

The basic objectives of the Promotion Policy is-

- a) To provide career advancement consistent with merit, suitability and performance.
- b) To have minimum hierarchy/responsibility levels while providing for adequate promotional avenues.
- c) To provide outstanding human resources support and service with appropriate skills and aptitudes so as to have effective leadership, professional expertise and quality consultation.

### **2. Sourcing and Cadre formation:**

- a) The Company will induct qualified and experienced personnel from Railways, other govt. departments and PSUs on permanent/immediate absorption basis as per the Absorption Policy and induct fresh & experienced personnel from open market in various disciplines as per Open Market Recruitment Policy.
- b) The organizational/cadre structure of the company would be as decided from time-to-time.
- c) At present, centralized cadre structure and seniority will be maintained.
- d) Company reserves right to form new cadres or split cadres as per the prevailing functional needs. At present, the company shall have the following centralized Cadres:

Cadres ➡	Infrastructure	Systems	Operations & BD	Finance & IT	HR & Admn.
Disciplines ➡	<ul style="list-style-type: none"> <li>• Civil Engg.</li> </ul>	<ul style="list-style-type: none"> <li>• Electrical</li> <li>• S&amp;T</li> </ul>	<ul style="list-style-type: none"> <li>• Operations</li> <li>• Business Dev.</li> <li>• Mechanical-operations</li> </ul>	<ul style="list-style-type: none"> <li>• Finance</li> <li>• IT</li> </ul>	<ul style="list-style-type: none"> <li>• HR</li> <li>• Admn.</li> </ul>
Functions ➡	<ul style="list-style-type: none"> <li>➤ Civil Engg.</li> <li>➤ Design</li> <li>➤ Bridges</li> <li>➤ SEMU</li> <li>➤ Contract</li> <li>➤ Land</li> <li>➤ P. Way</li> </ul>	<ul style="list-style-type: none"> <li>➤ Signaling</li> <li>➤ Telecom.</li> <li>➤ Power supply</li> <li>➤ OHE</li> </ul>	<ul style="list-style-type: none"> <li>➤ Transportation</li> <li>➤ Mechanical &amp; ART</li> <li>➤ Safety &amp; Security</li> <li>➤ Business Dev.</li> <li>➤ PR</li> <li>➤ Track Access</li> <li>➤ Earnings</li> </ul>	<ul style="list-style-type: none"> <li>➤ Budget</li> <li>➤ Accounting</li> <li>➤ Audit</li> <li>➤ Procurement</li> <li>➤ Track Access</li> <li>➤ Accounting</li> <li>➤ IT/ERP</li> </ul>	<ul style="list-style-type: none"> <li>➤ Sourcing</li> <li>➤ Training</li> <li>➤ HR Info. &amp; welfare.</li> <li>➤ Admn.</li> <li>➤ Legal Services</li> <li>➤ RTI/PG</li> </ul>

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**Note 1:** Promotions will be given on the basis of posts sanctioned for the different disciplines, for example Electrical, S&T, Civil, Finance, IT, Operations, etc.

**Note 2:** Employees working against isolated posts/small group of posts like Company Secretary and Secretarial Services will be promoted on fulfilling the requisite residency period subject to sanction of posts by the competent authority based on the need and justification. The posts in Vigilance unit shall be filled up by inducting staff as per instructions issued by DPE from time to time.

### **3. Initial Constitution of the cadres:**

- a) All regular employees appointed to a post/grade in a cadre/discipline referred to in Para-2, either by direct recruitment or by permanent absorption, shall be members of the respective cadres/disciplines.
- b) The vacancies in any of the posts/grades in a cadre referred to in Para-2 shall be filled, after initial constitution of the cadres, in the manner as provided in Para-4 to 9 hereunder.

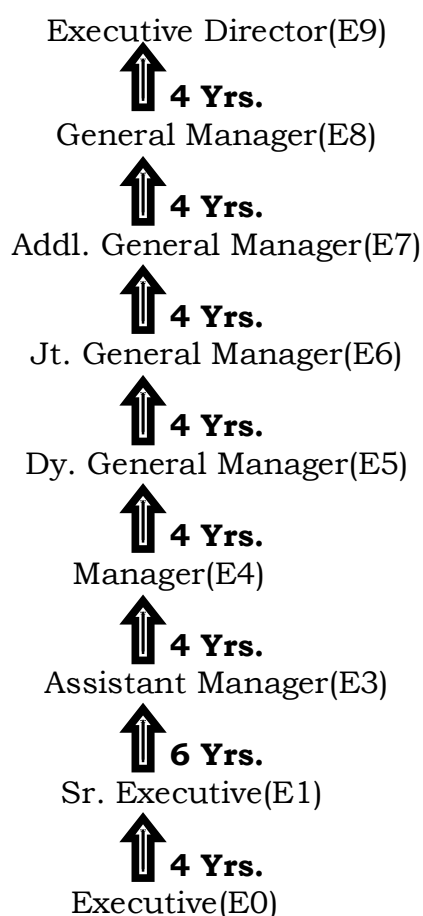
### **4. Hierarchy and cluster of Executive Posts:**

- a) For the purpose of promotion within the executive posts from the level of E0 to E7, the various grades have been placed in three clusters viz. A, B & C as indicated in Para-(e) below. E8 and E9 posts are not part of any cluster.
- b) The number of posts in one cluster will be on floating basis.
- c) Within the cluster, promotion from one grade to another shall be considered on completion of requisite residency period, irrespective of availability of vacancy, as per the selection procedure contained in Para-9.1 & 9.2.
- d) Inter-cluster promotion from the highest grade of the lower cluster to the lowest grade of next cluster as well to the post of GM and ED shall be subject to availability of vacancy, as per the selection procedure contained in Para-9.1 & 9.2.
- e) The hierarchy and cluster shall be as under:

Grade	Post/Hierarchy	IDA Pay Scales	Cluster
E9	Executive Director	62000-80000	-
E8	General Manager	51300-73000	-
E7	Addl. General Manager	43200-66000	<b>C</b>
E6	Jt. General Manager	36600-62000	
E5	Dy. General Manager	32900-58000	
E4	Manager	29100-54500	<b>B</b>
E3	Assistant Manager	24900-50500	
E1	Sr. Executive	16400-40500	<b>A</b>
E0	Executive	12600-32500	

## HR Manual of DFCCIL

### 5. Minimum residency for promotion to various grades shall be as under:



### 6. Mode of filling the vacancies at various levels:

Grade	Post/Hierarchy	Mode of filling vacancies
E9	Executive Director	Generally by promotion.
E8	General Manager	100% normally by promotion, shortfall if any, by Absorption or Deputation
E7	Addl. General Manager	100% normally by promotion, shortfall if any, by Absorption or Deputation
E6	Jt. General Manager	100% normally by promotion, shortfall if any, by Absorption or Deputation
E5	Dy. General Manager	100% normally by promotion, shortfall if any, by Absorption or Deputation
E4	Manager	100% normally by promotion, shortfall if any, by Absorption or Deputation
E3	Assistant Manager	(i) 50% by Direct recruitment (ii) 50% normally by promotion, shortfall if any, by Absorption or Deputation
E1	Sr. Executive	100% normally by promotion, shortfall if any, by Absorption or Deputation
E0	Executive	(i) 50% by Direct Recruitment (ii) 50% normally by promotion, shortfall if any, by Absorption or Deputation



### 7. **Below-Executive Categories:**

The outsourced staff, staff below Executive levels, their induction method, promotion, etc. do not form part of this policy.

### 8. **Eligibility and Zone of Consideration(ZOC) for Promotion:**

- a) Assessment for promotions shall be undertaken twice in a year. For this purpose, eligibility lists of employees completing the minimum required residency for promotion to next grade shall be prepared **as on 30<sup>th</sup> June** and **as on 31<sup>st</sup> December**.
- b) For the purpose of counting residency period for promotion, the deputation period rendered in DFCCIL followed by permanent absorption, at the initial constitution of the Cadres, shall be taken into account.
- c) Within a particular cluster, promotion shall be time bound and all the eligible employees shall be called for selection and promoted, if found suitable, by up-gradation of posts.
- d) However, promotion from one cluster to another shall be subject to availability of vacancy. For this purpose, the Zone Of Consideration (ZOC) i.e. number of employees to be called for selection process out of the eligibility list, shall be determined as under:

<b>Number of Vacancies(X)</b>	<b>Normal ZOC</b>	<b>Extended ZOC for SC/ST (AM and below posts only)</b>
Upto 10	2X+4	5X
More than 10	1.5X+3 but not less than 24.	5X

- e) The Departmental Promotion Committee (DPC) after assessment of the candidates shall recommend the employees as “Fit” or “Unfit”. Those who are graded “Fit” by the DPC shall be included in the select panel for promotion. Those who are graded “Unfit” by the DPC shall not be included in the select panel.
- f) For promotion to the Assistant Manager and below levels, reservation of posts for SC/ST and relaxation in the qualifying marks shall be provided as per the instructions issued from time to time by Ministry of Railways.

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### 9. Procedure for promotion:

#### 9.1 Method:

The method for grant of promotions to various grades shall be as under:

Promotion From/to	Method		
	Written Test	Presentation	Interview
GM to ED	-	√	√
AGM to GM	-	√	√
JGM to AGM	-	-	√
DGM to JGM	-	-	√
Mgr to DGM	√	-	√
AM to Mgr	-	-	√
Sr. Exe. to AM	√	-	√
Exe. to Sr. Exe.	-	-	√

#### 9.2 Weightage in Selection:

- a) The Weightage for different components in the selection process for promotion shall be as under:

Selection Stages	Exe. to Sr.Exe.	Sr.Exe. to AM	AM to Mgr.	Mgr. to DGM	DGM to JGM	JGM to AGM	AGM to GM	GM to ED
Written Test (Max Marks)	-	200	-	200	-	-	-	-
Qual. Marks	-	60%	-	60%	-	-	-	-
<b>Interview (weightage)</b>								
Presentation	-	-	-	-	-	-	20	20
APAR	50	50	50	50	50	50	25	25
Personality traits	15	15	15	15	15	15	25	25
Professional/ Managerial ability	35	35	35	35	35	35	30	30
<b>Max Marks</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>
Qualifying Marks	60%	60%	60%	60%	60%	60%	60%	60%

- b) For the purpose of assessing the suitability of the employees for promotion in every grade, the DPC shall award the marks against APARs for the four(4) preceding years. The DPC should not be guided merely by the overall grading and should make its own assessment on the basis of entries under various parameters or attributes in the APARs. After such assessment, where the maximum marks prescribed for APARs is 50, DPC may award marks for APARs by taking Outstanding = 12.5, Very Good = 10, Good = 7.5, Average = 5 and Below Average = 2.5 and where the maximum marks prescribed for APARs is 25, DPC may award the marks by taking Outstanding = 6.25, Very Good = 5, Good = 3.75, Average = 2.5 and Below Average = 1.25 for each year.

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- c) The qualifying marks for SC/ST candidates in written test as well as in the Interview for the post of AM and below shall be 50%.

### 9.3 Composition of DPC:

- a) Managing Director shall be the authority to nominate Departmental Promotion Committee (DPC) and its recommendation for promotion would be put to appointing authority as per SOP.
- b) Composition of the DPC for various grades shall be as under:

<b>For promotion to</b>	<b>DPC Composition</b>
GM and ED	Three Directors including Director in-charge of HR.
AGM and below level posts	Three GGM/GMs, one each from HR, the concerned department and sister departments.

- c) For promotion to the post of Assistant Manager and below grades, it shall be mandatory to have a member belonging to SC/ST in the DPC.

### 9.4 Written Test (WT):

- a) Written Test (WT) for promotion wherever prescribed shall comprise of two papers of 100 marks each. First paper will be for the subject matter related to the concerned discipline. The second paper will cover general topics like, Contracts, Arbitration, Project Management, Materials Management, Quality Management, HR, Finance, General Awareness, English and '*Rajbhasha*'.
- b) The qualifying marks in the WT for promotions shall be 60% in Paper-I, 60% in Paper-II and 60% in gross total of both the papers, by allowing 10% relaxation to SC/ST candidates. The WT will be of qualifying nature only.
- c) Two GGM/GM level officers shall be nominated, one for setting the question paper and another for evaluating the answer books, by the appointing authority as per SOP.

### 9.5 Presentation:

The candidate will be required to make a presentation before DPC about his/her professional/managerial achievements/abilities. An external expert may also be associated in the committee with the approval of MD.

### **10. Seniority:**

- a) The seniority shall be maintained in every grade in each cadre/discipline separately. The seniority among the incumbents in a grade shall be governed by the date of induction in the grade in the manner prescribed below.
- b) The relative seniority of employees appointed by permanent/immediate absorption shall be determined in accordance with the date of their permanent/immediate absorption in DFCCIL. A person absorbed in a particular grade on a particular date would rank senior to the ones who are absorbed at a later date. However, if the date of absorption of two or more persons in a particular grade is same, their inter-se-seniority will be based on the length of service in the substantive grade in their parent cadres i.e. the employee with longer length of service in the parent grade will rank senior to those with lesser length of service on the date of absorption.
- c) In the E0 and E3 grades where the posts are filled partially by direct recruitment and partially by promotion, 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 the same they shall be put in alternate positions, the promotees being senior to the direct recruits, maintaining inter-se-seniority of each group.
- d) When an employee is absorbed in the event of non-availability of candidates by promotion, all absorbee selected against shortfall arising through promotion mode, shall rank below all such promotees.
- e) 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 candidate get the same merit figure, the relative seniority shall be based on date of birth, the older candidate assigned higher seniority.
- f) The relative seniority of the employees promoted through a particular DPC shall be in order of their inter-se seniority in the feeder grade. Where, however, an employee is considered “Unfit” for promotion and is superseded by a junior, such employee shall not, if he is subsequently

found suitable and promoted, take seniority in the higher grade over the junior employee who had superseded him.

- g) For promotion to the post of ED, a common seniority list of all the GMs from all cadres/disciplines shall be maintained and promotion will be based on such common seniority list.
- h) Lien of the employees of DFCCIL holding post below Board level shall be retained for a period not exceeding 05 years when they are appointed to posts at the Board level in DFCCIL or in any other Central PSE *(Authority: Presidential Directive contained in Railway Board's letter no.2011/PL/51/2 dated 01.09.2011)*

### **11. Interpretation:**

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

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## **Chapter-V**

# **Deputation Policy**

### **Recruitment Rules for induction on Deputation basis in DFCCIL.**

- a) The Govt./Railway/PSU employees 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 MoR 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.

<b>Designations in DFCCIL</b>	<b>Eligibility criteria (substantive Pay Band/GP)</b>	<b>Remarks</b>
General Manager	Should be working in SAG/SG i.e. in PB-4/GP 10000 or 8700 with minimum 20 years of Group-A service.	➤ Spl. Pay of Rs. 1000 on completion of 23 years of Group-A service. ➤ Spl. Pay of Rs. 2000 and designation of GGM on completion of 25 years of Group-A service.
Addl. General Manager	Should be working in SG i.e. PB-4/GP 8700 with minimum 13 years of Group-A service.	-
Joint General Manager	Should be working in JAG i.e. PB-3/GP 7600 with minimum 09 years of Group-A service.	-
Dy. General Manager	Officers working in Senior Scale i.e. PB-3/GP6600.	Higher Grade Pay granted under MACP by the parent department shall not qualify for grant of higher designation on deputation.
Manager	Group-B (Gaz.) officers working in PB-3/GP-5400 or PB-2/GP 4800.	
Assistant Manager	Group-C employees holding post in PB-2/GP 4600(GP 4800 in A/cs) on regular basis.	
Sr. Executive	Group-C employees working in PB-2/GP4200	
Executive	Group-C employees working in PB-I/GP2800 or 2400.	

- c) The Field units of DFCCIL shall continue to be headed by only one Chief Project Manager (CPM). Any other SAG(PB-4+GP10000) or SG level officer(PB-4+GP8700 with minimum 20 years of Group-A service) if posted to a Field unit, he/she shall be designated as **Additional Chief Project Manager(ACPM)**, reporting to the respective CPM so as to maintain unified flow of directions/command. The ACPMs shall be

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entitled for perks and benefits as admissible to CPMs. However, such ACPMs shall exercise the powers of Dy. CPMs in terms of SOP, until further orders.

d) The deputationists shall be designated on fulfilling the above eligibility criteria at the time of their initial induction on deputation as well as subsequently at any time during their deputation tenure in DFCCIL.

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 five (05) years from the date of joining on deputation.

g) Further extension of tenure beyond 05 years, if any, may be processed with the approval of Ministry of Railways.

### **Modified Assured Career Progression (MACP) Scheme**

#### **Treatment of MACP pay in the cases of deputation, absorption, re-employment & re-engagement.**

Based on the principles governing MACP scheme & instructions issued thereon by DOP&T/ MoR, the manner in which MACP pay will be taken into account for grant of status/designation and pay fixation is mentioned below for the information and guidance of all concerned:

a) Grant of status/designation on Deputation, Absorption and Re-employment:

- i. Only the substantive grade pay (not MACP grade pay) shall be taken into account for determining the criteria for grant of status/designation, when they join either on deputation or on permanent absorption or on re-employment basis.
- ii. The eligibility criteria for grant of designation on Deputation, on Permanent Absorption and on Re-employment basis as already circulated by HR shall be based on the substantive/regular Pay Band+ Grade Pay of the employees.  
*(Please refer to HR's letter no. HQ/HR/3/Deput.Pol./15 (Pt.) dated 07.02.2011/25.02.2011, No. HQ/HR/3/Rectt.Absorp.Pol./12 dated 30.06.2010, No. HQ/HR/3/Re-Emp.-Engmt.Pol./10 dated 04.06.2010)*

b) Pay fixation on Deputation, Absorption, Re-employment & Re-engagement:

- i. Govt./Railway employees on deputation can opt either to draw higher pay under MACP without deputation allowance **OR** substantive grade pay with deputation allowance.
- ii. On permanent absorption of a Govt./Railway employee, his pay will be fixed in the relevant IDA scale of his post as per HR's circular no. HQ/HR/3/Rectt.-

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Absorp.Pol./12 dated 25.07.2011 incorporated in our Absorption Policy. For the purpose of converting his *last pay drawn/admissible* against the parent post held on regular basis, the higher GP granted under MACP will also be taken into account.

Fixation of pay of retired persons on re-employment will be made as per the instructions issued by DOP&T from time to time. Retired persons re-engaged as '**Consultants**' shall be allowed the consolidated monthly amount as fixed vide HR's letter No. HQ/HR/3/Re-Emp.-Engmt. Pol./10 dated 22.07.2010. However, in both the cases higher GP granted under MACP shall **not** be taken into account.

### **Safeguard Policy to prevent Conflict of Interest with regard to participation of IR PSUs in bids for JICA funded WDFC.**

#### **a) Objective**

DFCCIL is required to invite the bids for construction of DFC project. The Western DFC project is funded by Japan International Corporation Agency (JICA).

The procurement of works/services under external funding is required to be undertaken as per the guidelines and extant norms of the funding agencies. The JICA norms allow for participation of the IR PSUs in bids for works /services to be procured under JICA funding subject to adoption of a safeguard policy to fulfill the following requirements

"Organizations fully or jointly owned subsidiaries of the Indian Railways, are eligible for bidding under the project (Western Dedicated Freight Corridor Phase I). However, conflict of Interest would deemed to occur if officials from such organization are deputed/posted/exchanged (During procurement as well as implementation, stage if awarded the contract), with DFCCIL or other institutions involved with procurement/implementation activities under the said project".

#### **b) Scope**

This safeguard policy shall apply to officials posted on DFCCIL below BOD level and is to be enforced within DFCCIL with regard to the following:

- 1) Posting/deputation/selection of officials for western DFC project
- 2) Assigning of duties/ activities related to Western DFC to DFCCIL officials.

#### **c) Period**

This safeguard policy shall be applicable during the period of procurement for WDFC under JICA funding. The period of procurement will start from invitation of application for pre-qualification and continue up to finalization/award of contract. This will also include preparation/ approvals of bid documents.



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Beyond the award of contract, the safeguard policy would be applicable only in those cases where an IR PSU is part of the consortium of the successful bidder. In such case, the policy shall be applicable up to the completion/ commissioning of works and release of final payments.

### **d) Policy**

1. Officials in Grades E0 to E5 are not involved in the decision making process and so do not come within the purview of this policy.

2. For officials in Grades E6 to E9 the following would be applicable:

#### A. Appointments on DFCCIL

- (i) Permanent absorption of officers from IR/ IR PSUs/ Open Market:

In so far as an official severs his link with his previous employer before joining DFCCIL, the aspect of Conflict of Interest will not be applicable.

- (ii) Deputation/ Exchange / Posting of IR officials

IR officials who have earlier worked with IR PSUs should have completed a 'cooling off' period of at least 3 years before being posted on DFCCIL for an assignment on WDFC project during the period of applicability of this policy.

#### B. Assignment of Duties/ Activities

While assigning duty list of officials, history of their postings with IR PSUs will be considered before assigning any duties/responsibilities for WDFC during the period of applicability of the policy. Only those officials will be assigned duties pertaining to WDFC who have completed a minimum of 3 years after their previous posting with an IR PSU.

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## **Chapter-VI**

# **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.

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- 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 coloured remarks;
- (iv) Showing any pornography; or
- (v) Any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

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### **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.

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### **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.

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- 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, or 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 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-

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- 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 near relatives or from his personal friends having no official dealings with him, but shall make a report to the competent authority if the value of the gift exceeds Rs.7000-for Manager & above, Rs.4000- for Assistant Manager, Rs.3000-for Sr. Executive/Executive and Rs 1000- for Below Executives.
- c) In any other case, an employee of the Company shall not accept or permit any other member of his family or any other person acting on his behalf to accept any gifts without the sanction of the competent authority if the value thereof exceeds Rs.1500- for Assistant Manager & above and Rs.500- for Sr. Executive & below.
- 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 Rs.1500- for Assistant Manager & above and Rs.500- for Sr. Executive & below.
- e) 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.
- f) 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

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of the company from any other firm shall be subject to the provisions of sub-rule (c) 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 literacy, 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



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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.

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- 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 Rs. 20,000 in the case of Assistant Manager & above and Rs. 15000 in the case of Sr.Executive & below as in **Annexure-IV**. The term “every transaction concerning movable property owned or held by him” includes all transactions of sale or purchase.
- e) An intimation shall also be made as in **Annexure-V**, where cumulative transactions i.e. sale, purchase or both in shares, debentures or Mutual Funds etc. in a year exceed Rs. 50,000 for Assistant Manager & above and Rs. 25,000 Sr.Executive & below.

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- 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 Rs. 10000 or 1/6<sup>th</sup> of the total annual emoluments received from the Company whichever is less,
  - ii) Shares, securities and debentures;
  - iii) All Loans, whether secured or not, advanced or taken by the employee;
  - iv) Motor cars, motor cycles, horses 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 Rs. 20,000 in the case of Assistant Manager & above and Rs. 15000 in the case of Sr. Executive & below.
  - (iv) debts and other liabilities incurred by him directly or indirectly;
- i) Employees belonging to Assistant 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.

### **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.

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### **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 (1) or clause (2) 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

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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.



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- 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 falling 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.

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### **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;



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- 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.

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### **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 enquire into, or appoint any serving or retired public servant (hereinafter called the inquiring authority) to inquire into the truth thereof.

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,

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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 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

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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

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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 therefore.

Explanation—If in the opinion of the inquiring authority the proceedings of the inquiry establish any article of charge different from the original articles of the charge, it may record its 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.

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### **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 defence within a specified period not exceeding 15 days. The defence 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 misbehaviour delivered to the employee;
  - ii) His defence statement, if any; and
  - iii) The orders of the disciplinary authority together with the reason therefore.

### **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 proceedings 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



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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

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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



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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 on 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 rule 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. Interpretations / 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.

**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):

<b>Name of Ministry/ Deptt./Office/PSE.</b>	<b>Post held</b>	<b>From</b>	<b>To</b>

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.

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- (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:

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, Taluk, District and State in which situated.	
(a)		
(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/	

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	acknowledgement should be attached).	
11. (a)	Name and address of the party with whom 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-  
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/Motorcycle/Refrigerator/radio/radiogram/jewellery/loans/insurance policies etc.)	
(a)		
(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 transaction is proposed to be made/has been	

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(a)	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-	
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 1<sup>st</sup> 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.

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## **FORM No. I**

### **Statement of immovable property on first appointment as on the 31<sup>st</sup> December, 20--.**

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

Sl. 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 -

- (a) where the property has been acquired by purchase, mortgage or lease, the price or premium paid for such acquisition;
- (b) where it has been acquired by lease, the total annual rent thereof also; and
- (c) where the acquisition is by inheritance, gift or exchange, the approximate value of the property so acquired.

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### **FORM No. II**

### **Statement of liquid assets on first appointment as on the 31<sup>st</sup> December, 20--.**

(1) Cash and Bank balance exceeding 3 months' emoluments.

(2) Deposits, loans, advances and investments (such as shares, securities, debentures, etc.)

Sl. 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.

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### **FORM No. III**

#### **Statement of movable property on first appointment as on the 31<sup>st</sup> December, 20 --.**

Sl. 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.

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### **FORM NO. IV**

### **Statement of Provident Fund and Life Insurance Policy on First Appointment as on the 31<sup>st</sup> 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 Government 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 Debts and Other Liabilities on First Appointment as on 31<sup>st</sup> December, 20\_\_.**

Sl. 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.**

SN	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	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

**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-VII**

# **Re-employment & Re-engagement Policy**

### **1) Re-employment of retired personnel:**

The company needs the services of experienced personnel in the technical and other fields who are not readily and adequately available from other sources like deputation/absorption. As per guidelines issued by Railway Board in their letter No.2003/PL/60/51 dated 09.06.2004, the retired employees are either re-employed in a scale of pay or re-engaged as 'Consultant' on a consolidated monthly amount. Subject to these guidelines, the cases of re-employment in DFCCIL shall be decided as under:

- a) Re-employment will be considered in the technical and other categories where the required expertise is not readily and adequately available and will be decided on case to case basis with the approval of MD.
- b) Retired employees from Railway/Other Govt. deptt./PSUs may be re-employed for a period of one year at a time till 65 years of age.
- c) Re-employment will be made generally against the post of Manager and below in the IDA scale of pay applicable.
- d) In Manager and below grades, re-employment will be made in a scale equivalent to the retirement scale and in higher grades (below SAG), if re-employed, will be against one scale below the retirement scale, as per the following CDA-IDA comparison table:

<b>Posts</b>	<b>IDA Pay Scales</b>	<b>CDA Pay Scales</b>
AGM	E7 (43200-66000)	PB-4-GP 8900
JGM	E6 (36600-62000)	PB-4-GP 8700(SG)
DGM	E5 (32900-58000)	PB-3-GP 7600(JAG)
Mgr	E4 (29100-54500)	PB-3-GP 6600(SS)
AM	E3 (24900-50500)	PB-3/2-GP5400/4800
Sr.Executive	E1 (16400-40500)	PB-2-GP 4600
Executive	E0 (12600-32500)	PB-2-GP 4200

- e) Pay fixation will be done as per DOP&T's instructions issued from time to time and increment, leave, allowances, HRA and travel entitlements of the post will be allowed but without medical benefits. *(Modification in this para has been proposed)*

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- f) Re-employment will be subject to vigilance clearance from the parent department and on submission of Pension Payment order (PPO) & service certificate.

### **2. Consolidated emoluments of retired persons re-engaged as Consultants in DFCCIL.**

- a) The consolidated monthly emoluments and other charges payable to the retired persons re-engaged as consultants shall be as under **w.e.f. 01.12.2011**:

<b>Levels (at the time of retirement)</b>	<b>Monthly emoluments</b>	<b>Conveyance charges</b>	<b>Mobile charges</b>
PB-4/GP 10000	45030	5000	Retired officers – Rs. 1500 in Field Units Rs. 500 in Corp. Office
PB-4/GP 8900	40290	4000/2000*	
PB-4/GP 8700	37920	4000/2000*	
PB-3/GP 7600	26860	4000/2000*	Retired staff – Rs. 1000 in Field Units Nil in Corp. Office
PB-3/GP 6600	23700	4000/2000*	
PB-3 or 2/GP 5400	19750	4000/2000*	
PB-2/GP 4800		2000/1200*	
PB-2/GP 4600	17380	2000/1200*	
PB-2/GP 4200	15800	2000/1200*	

\* 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).

- b) The TA/DA for travel on official duty beyond 60 Km and fixed travel allowance for travel within 60 Km will be reimbursed to the consultants as admissible to the equivalent level employees in the company.

### **3. Guidelines for engagement of senior retired officers as Advisors.**

DFCCIL is presently in the project planning preparation & implementation phase and requires expertise to assist it in various aspects ranging from technology, engineering design and contract management maintenance strategy. In order to fulfill these needs, eminent experts in respective fields, who have retired from the level of Additional Member and equivalent rank or Directors of Schedule 'A' company, may be re-engaged as **Advisor** based on the following guidelines:

- a) The retired officer engaged as Advisor should have active current involvement in the profession or recent experience of railway working during the last two to three years.

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- b) Engagement of Advisors shall be need based for specific assignments and for specific duration.
- c) The Advisor may be engaged on a payment of **Rs. 3000 per diem** and in case their services are utilized for half a day, the remuneration shall be restricted to **60%** of the per diem rate.
- d) The monthly remuneration payable shall be restricted upto maximum of 15 days payment in a month.
- e) The Advisors may be allowed transport charges of Rs. **1000 for a day/half day** engagement. No other facilities, benefits or perquisites whatsoever will be admissible to the Advisors.
- f) In terms of the extant instructions of MoR dated 09.06.2004, such retired persons engaged as Advisors shall not undertake work which involves entering into financial commitments for exercising powers or matters which are likely to bind the company.
- g) Such retired persons who are **below 65 years of age** and clear from vigilance angle should only be engaged as Advisors.
- h) Every engagement of Advisor shall be made with the approval of concerned Director/MD.

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## **Chapter-VIII**

# **IDA Pay Scale Structure & Allowances**

### **Implementation of IDA Pay Scales and Allowances.**

1. The following IDA Pay scales, effective from 01.01.2007, shall be operated below Board level.

<b>Grade</b>	<b>Post*</b>	<b>IDA Pay Scale</b>
E9	Executive Director	62000-80000
E8	GGM/GM	51300-73000
E7	AGM	43200-66000
E6	JGM	36600-62000
E5	DGM	32900-58000
E4	Manager	29100-54500
E3	Asst. Manager	24900-50500
E1	Sr. Executive	16400-40500
E0	Executive	12600-32500

\*Employees with different designations will be allowed IDA scales comparable to the above posts.

2. The employees in IDA pay scales can choose from a basket of Perks & Allowances as at **Annexure-I**, effective from 03.08.2009, subject to the ceiling of 50% of individual's IDA Basic Pay. However, the Basket of Allowance shall be reduced by 1.5% to cater to the monetized value for Indoor and Special disease expenses. The choice has to be given once in a year by 20<sup>th</sup> April in the format (**Annexure-II**) which will remain unchanged except in the cases of promotion/transfer.
3. A list of items outside the 50% basket being official/gratuitous/trivial/non-quantifiable/unknown expenditure/items mandated by DPE is at **Annexure-III**.
4. Post 26.11.2008 deputationists shall only be entitled for parent pay plus deputation duty allowance and existing allowances.
5. Pre 26.11.2008 deputationists may exercise option from any date subsequent to their date of joining DFCCIL, for drawing either the IDA pay scale relevant to the post held till the extension of existing deputation tenure or

## HR Manual of DFCCIL

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the parent cadre pay with deputation duty allowance. The option may be exercised

6. The guiding principles for pay fixation in IDA pay scales along with some illustrations are at **Annexure-IV**. The format for exercising the option is at **Annexure-V**. The option may be exercised within a period of **one month**, failing which the pay will be fixed w.r.t. parent basic pay plus deputation duty allowance.

7. The deputationists opting for parent pay plus deputation duty allowance and pre 26.11.2008 deputationists during extended period of deputation will continue to draw the existing perks and allowances till further orders.

8. The special pay will be admissible both in CDA and IDA scales to the SAG officers(GGMs/GMs/CPMs) who are eligible for special pay on completion of 25/23 years of service as per the extant policy of the company.

9. The Dearness Allowance, House Rent allowance/Leased Accommodation, Transport Allowance/Car facility, Family Planning allowance will be admissible as per the instructions issued from time to time.

10. Transport allowance will not be admissible if company vehicle has been provided.

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### **ANNEXURE - I**

#### **The Basket of Perks & Allowances applicable to the employees in IDA pay scales.**

<b><u>SN</u></b>	<b><u>Items</u></b>	<b><u>% of individual's Basic Pay</u></b>
1.	Medical Allowance	10*
2.	Transport Allowance (only for those who have not been provided company Car)	15**
3.	Furnishing Allowance	10
4.	Children Education Allowance	10
5.	Sumptuary Allowance	10
6.	Electricity Charges	05
7.	News paper/Magazine	05
8.	Professional Updation	05
9.	Club Membership	05
10.	Canteen Allowance / Voucher	01
11.	Special personal allowance	04

\* For deputationists in IDA scales opting for parent medical facilities, the basket will be reduced by 8.33%.

\*\* In case company car is provided, the following amount shall be reduced from 50% basket of allowances:

GM & above	Rs.7000 + IDA thereon
AGM upto AM	Rs. 3200+ IDA thereon
Sr. Executive/Executive	Rs. 1600 + IDA thereon

**Note:** The employees opting for Company's Medical facilities shall be entitled for the IDA basket of allowances restricted upto 48.5% to cater to the monetized value for Indoor and Special diseases expenses.



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### **Annexure-II**

#### **(For Employees in IDA scales)**

To,  
**Accounts Department,  
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:

<b><u>SN</u></b>	<b><u>Item</u></b>	<b><u>SN</u></b>	<b><u>Item</u></b>
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-III**

**Items to remain outside the purview of 50% Basket:**

<b>SN</b>	<b>Items</b>
1.	Dearness Allowance
2.	House Rent Allowance / Lease Accommodation
3.	TA/DA on official tour
4.	Monthly CTA in lieu of DA
5.	Official communication (Telephone/Broad band charges within the permissible limits)
6.	Expenditure on residential office to the entitled categories.
7.	Official hospitality permissible to GMs & above on submission of bills.
8.	Telephone attendant wages (TADK) to the entitled categories.
9.	Company Car to entitled categories.
10.	Expenses on Indoor Medical treatment and Special diseases as per Medical Policy.
11.	Family Planning allowance as per GOI instructions.
12.	Birthday Gift / Diwali Gift.
13.	Performance Related Pay (PRP)
14.	Leave Travel Concession.
15.	Leave Encashment
16.	Furniture & Fixture upto Rs. three Lacks to Board level executives.

### **Annexure-IV**

#### **Guiding principles of pay fixation for deputationist in IDA pay scales.**

- a) The employees opting for IDA scale will be fixed in the grade relevant to the post held irrespective of the CDA Grade Pay.
- b) Deputation duty allowance is not admissible in IDA scale.
- c) The option once exercised shall be treated as final.
- d) Increment in the IDA pay scale will be admissible on completion of a period of 12 months (1<sup>st</sup> day of the 12<sup>th</sup> month) from the date of switch over to the IDA pay scale.
- e) The rate of increment in IDA pay scale will be 3% of the Basic Pay to be rounded off to the next multiple of 10.
- f) The DA rates in the CDA pay structure and the IDA pay structure is as under:

<b>Date</b>	<b>% of DA in CDA pay structure</b>	<b>% of DA in IDA pay structure</b>
01.01.2007	6	Nil
01.04.2007	6	0.8
01.07.2007	9	1.3
01.10.2007	9	4.2
01.01.2008	12	5.8
01.04.2008	12	6.3
01.07.2008	16	9.2
01.10.2008	16	12.9
01.01.2009	22	16.6
01.04.2009	22	16.9
01.07.2009	27	18.5
01.10.2009	27	25.3

- g) The IDA pay will be determined by adding one increment in parent CDA pay alongwith difference in DA rates. Some illustrations are as follows:

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### Illustration - 1

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>Group General Manager</b>
2	Date of joining	15.06.2007
3	Parent Pay on the date of joining.	Rs. 49170 + GP Rs. 10000 = 59170
4	CDA Pay after one notional Increment.	Rs. 60950
5	CDA and IDA rate as on 015.06.2007	6% in CDA and 0.8% in IDA
6	<b>CDA Pay + DA</b>	<b>64607</b>
7	Revised IDA Pay Scale applicable	E8 (51,300 – 73,000)
8	<b>IDA pay + DA</b>	$(64607 \times 100)/100.8 = 64094.24 = \text{Rs.64100} + 0.8\% \text{ DA}$
<b>Special pay as GGM admissible. Deputation duty allowance not admissible in IDA scale.</b>		

### Illustration – 2

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>General Manager/Chief Project Manager</b>
2	Date of joining	14.07.2008
3	Parent Pay on the date of joining.	Rs. 48040 + GP Rs. 10000 = 58040
4	CDA Pay after one notional Increment.	Rs. 59790
5	CDA and IDA rate as on 02.07.2008	CDA – 16%, IDA – 9.2%
6	<b>CDA Pay + DA</b>	<b>69356</b>
7	Revised IDA Pay Scale applicable	E8 (51,300 – 73,000)
8	<b>IDA pay + DA</b>	$(69356 \times 100)/109.2 = 63512.82 = \text{Rs.63520} + 9.2\% \text{ DA}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

### Illustration – 3

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>Additional General Manager</b>
2	Date of joining	09.06.2008
3	Parent Pay on the date of joining.	Rs. 37400 + GP Rs. 8700 = 46100
4	CDA Pay after one notional Increment.	Rs. 47490
5	CDA and IDA rate as on 09.06.2008	CDA – 12%, IDA – 6.3%
6	<b>CDA Pay + DA</b>	<b>53188</b>
7	Revised IDA Pay Scale applicable	E7 (43,200 – 66,000)
8	<b>IDA pay + DA</b>	$(53188 \times 100)/106.3 = 50035.74 = \text{Rs.50036} + 6.3\% \text{ DA}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

### Illustration - 4

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>Joint General Manager</b>
2	Date of joining	09.05.2008
3	Parent Pay on the date of joining.	Rs. 22930 + GP Rs. 7600 = 30530
4	CDA pay after one notional Increment.	Rs. 31450
5	CDA and IDA rate as on 09.05.2008	12% in CDA and 6.3% in IDA
6	<b>CDA Pay + DA</b>	<b>35224</b>
7	Revised IDA Pay Scale applicable	E6 (36,600 – 62,000)
8	<b>IDA pay + DA</b>	$(35224 \times 100)/106.3 = 33136.40 = \text{Rs.33136} + 6.3\% \text{ DA.}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

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### illustration - 5

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>Dy. General Manager</b>
2	Date of joining	07.09.2007
3	Parent Pay on the date of joining.	Rs. 24000 + GP Rs. 6600 = 30600
4	CDA pay after one notional Increment.	Rs. 31520
5	CDA and IDA rate as on 07.09.2007	9% in CDA and 1.3% in IDA
6	<b>CDA Pay + DA</b>	<b>34356</b>
7	Revised IDA Pay Scale applicable	E5 (32,900 – 58,000)
8	<b>IDA pay + DA</b>	$(34356 \times 100)/101.3 = 33915.10 = \text{Rs.33920} + 1.3\% \text{ DA.}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

### Illustration - 6

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>Manager</b>
2	Date of joining	11.02.2008
3	Parent Pay on the date of joining.	Rs. 18110 + GP Rs. 4600 = 22710
4	CDA pay after one notional Increment.	Rs. 23400
5	CDA and IDA rate as on 11.02.2008	12% in CDA and 5.8% in IDA
6	<b>CDA Pay + DA @ 16% as on 02.07.2008</b>	<b>26208</b>
7	Revised IDA Pay Scale applicable	E4 (29,100 – 54,500)
8	<b>IDA pay + DA as on 02.07.2008.</b>	$(26208 \times 100)/105.8 = 24771.26 = \text{Rs.29100} + 5.8\% \text{ DA}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

### Illustration - 7

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>Assistant Manager</b>
2	Date of joining	19.11.2007
3	Parent Pay on the date of joining.	Rs. 11910 + GP Rs. 4200 = 16110
4	CDA pay after one notional Increment.	Rs. 16600
5	CDA and IDA rate as on 19.11.2007	09% in CDA and 4.2% in IDA
6	<b>CDA Pay + DA</b>	<b>18094</b>
7	Revised IDA Pay Scale applicable	E3 (24,900 – 50,500)
8	<b>IDA pay + DA</b>	$(18094 \times 100)/104.2 = 17364.68 = \text{Rs.24900} + 4.2\% \text{ DA}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

### Illustration - 8

<u>SN</u>	<u>Details</u>	<u>Pay Fixed</u>
1	Designation	<b>Assistant Manager</b>
2	Date of joining	27.08.2007
3	Parent Pay on the date of joining.	Rs. 18110 + GP Rs. 4600 = 22710
4	CDA pay after one notional Increment.	Rs. 23400
5	CDA and IDA rate as on 27.08.2007	09% in CDA and 1.3% in IDA
6	<b>CDA Pay + DA</b>	<b>25506</b>
7	Revised IDA Pay Scale applicable	E3 (24,900 – 50,500)
8	<b>IDA pay + DA</b>	$(25506 \times 100)/101.3 = 25178.67 = \text{Rs.25180} + 1.3\% \text{ DA}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

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### **Illustration - 9**

<b><u>SN</u></b>	<b><u>Details</u></b>	<b><u>Pay Fixed</u></b>
1	Designation	<b>Sr. Executive</b>
2	Date of joining	15.10.2007
3	Parent Pay on the date of joining.	Rs. 13690 + GP Rs. 4200 = 17890
5	CDA pay after one notional Increment.	Rs. 18430
6	CDA and IDA rate as on 15.10.2007	09% in CDA and 4.2% in IDA
7	<b>CDA Pay + DA</b>	<b>20089</b>
8	Revised IDA Pay Scale applicable	E1(16,400 – 40,500)
9	<b>IDA pay + DA</b>	$(20089 \times 100)/104.2 = 19279.27 = \text{Rs.19280} + 4.2\% \text{ DA}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

### **Illustration - 10**

<b><u>SN</u></b>	<b><u>Details</u></b>	<b><u>Pay Fixed</u></b>
1	Designation	<b>Executive</b>
2	Date of joining	19.08.2008
3	Parent Pay on the date of joining.	Rs. 11460 + GP Rs. 2800 = 14260
5	CDA pay after one notional Increment.	Rs. 14690
6	CDA and IDA rate as on 19.08.2008	16% in CDA and 9.2% in IDA
7	<b>CDA Pay + DA</b>	<b>17040</b>
8	Revised IDA Pay Scale applicable	E0(12,600 – 32,500)
9	<b>IDA pay + DA</b>	$(17040 \times 100)/109.2 = 15604.39 = \text{Rs.15610} + 9.2\% \text{ DA}$
<b>Deputation duty allowance not admissible in IDA scale.</b>		

### **Annexure-V**

#### **Option for Deputationists who joined on or before 26.11.2008.**

**Option-I:** I hereby opt for the IDA scale from the date of joining.

**OR**

**Option-II:** I hereby opt for my parent pay plus deputation duty allowance from the date of joining.

*Note 1: Please strike off the option which is not applicable.*

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Posted at : \_\_\_\_\_

## **Chapter-IX**

### **Company Lease (Residential Accommodation) Rules**

#### **1. Short Title and commencement:-**

- (a) These Rules may be called DFCCIL Company Lease (Residential Accommodation) Rules'2008.
- (b) They shall come into force from 26.12.2008. However, all existing cases of Leased accommodation to the employees shall be brought under these rules by executing the lease agreement as prescribed in these rules.

#### **2. Extent of Application:-**

- (a) The scheme of company leased accommodation shall be applicable only to the Regular Officers and the Officers on deputation, who are working in DFCCIL as **Sr. Executive and above** and as per the instructions issued from time to time.
- (b) These rules shall NOT apply to Contract employees, Consultants, Trainees and Apprentices, who are governed by the specific terms and conditions of their appointment.
- (c) The lease facility may be availed by the eligible officers at any place of his/her choice within the country, subject to the rental ceiling prescribed in these rules and orders issued in this regard from time to time.
- (d) These rules shall be applicable to the Third Party as well as to the Self-Leased residential accommodations.

#### **3. Procedure for obtaining Company leased accommodation:-**

- (a) The eligible officer who are posted in the Corporate Office and desirous of having a company leased accommodation, either from Third Party or on Self Lease basis, shall make an application in the proforma as prescribed at **Annexure-I** addressed to the GGM/GM, HR Deptt, Corp. Office. In the Field Units, such application shall be addressed to the concerned CPM.
- (b) The Third Party lease agreement shall be executed in the proforma prescribed at **Annexure-II** and the Self lease agreement shall be made in the proforma prescribed at **Annexure-III** 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 and the formality of its registration with notary and cost of registration will be borne by the 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 also enclosing the 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 or Power of Attorney (POA) accompanied by sale deed and absolute Will in favour of the owner.

- (d) In the case of the officers posted in Corp. Office, such application shall be processed by HR Deptt for obtaining the approval of the competent authority on the body of the application itself. In the Projects/Field Units, such requests shall be processed by the Finance/HR officer posted there for obtaining the approval of the concerned CPM.
- (e) In Corporate Office, the Lease agreement shall be signed with the owner of the house by the designated HR officer in Corp. Office on behalf of the Company. In the Projects/Field Units, the concerned CPM may sign the lease agreement with the owner of the house on behalf of the Company.
- (f) All requests for Leased accommodation in favour of the officers of the level of GGM, GM posted in Corporate Office shall also be addressed to GGM/HR, Corporate Office for its processing and obtaining the approval of the competent authority. However, for lease accommodation in favour of a CPM shall be processed and finalized by the concerned CPM himself, within the prescribed rent ceiling and after completing the aforesaid formalities.
- (g) The original documents including the agreement, etc may be placed in the P. File of the concerned officer after approval of the competent authority and a copy of the same shall be sent to Finance for making necessary payments and recovery of rent charges from the officer.

#### **4. General Conditions governing Lease accommodation:-**

- (a) The Officers availing the Company leased accommodation shall not be eligible for HRA.
- (b) Whenever the Lease Rent is enhanced by the Company, a fresh lease at enhanced rate may be executed as under:
  - i. After expiry of the earlier lease agreement, in the case of third party lease agreement.
  - ii. At the request of the employee, in cases where the employee has entered into self lease agreement with the company.

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.



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- (c) Lease Agreement (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 officer. The Self Lease agreement may be executed for the period requested by the employee and shall be effective from the date requested by the employee in his/her application.

*Note: The following clarification was issued vide HR's letter no. HQ/HR/3/Lease Rules/1 dated 07.03.0211:*

*"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 & Third party) cannot be unilaterally broken to avail the enhanced lease amount for the same house till the old agreement expires."*

- (d) No sub-letting of the company leased accommodation shall be allowed. The term "sub-letting" 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 allottee.
  - 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)

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 officer himself/herself being liable for disciplinary action.

- (e) While vacating the Third Party lease accommodation, the concerned officer shall furnish a "No Demand Certificate" from the owner of the house as in the proforma prescribed at **Annexure-IV**.
- (f) In case there is overpayment to the LESSOR for reasons attributable to the officer, he/she will make good the loss to the Company for such over payment.

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### 5. **Rental Ceilings on Lease accommodation:-**

- (a) The monthly rental ceilings for hiring Un-furnished Company Leased Accommodations for various level of Officers for different Places/Cities, both from Third Party and on Self Lease basis, shall be as under:

Level of Officers.	Revised Monthly rental ceiling for Third party/Self leased accommodation at different classes of cities (in Rs.)		
	X	Y	Z
MD	75000	-	-
Director	65000	-	-
ED/GGM/GM	30450	18100	10100
AGM	29000	18100	10100
JGM	24600	11600	7200
DGM	21700	11600	7200
Manager	20700	11000	7000
Asstt. Manager	17000	10000	6500
Sr. Executive	14000	8000	6000

- (b) In case an employee takes a house on lease in excess of his entitlement, the employee shall give an undertaking to pay the excess of admissible lease rent from his monthly salary to be deducted at the time of monthly salary payments.

### 6. **Rent Recovery:- (proposed for a substitution to this proviso)**

Rent charges shall be recovered from the officers who have been provided with the company leased accommodation. The rent charges to be recovered from the officers of various levels shall be as under:

Level of Officer	Rent charges per month.(Rs.)
MD	700
Director	600
ED, GGM and GM	500
AGM, JGM and DGM	400
Manager	300
AM and Sr. Executive	250

### 7. **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 upto a maximum of one month's

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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.

- (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 by HR or CPM as the case may be, which will be cleared on refund of the amount by the house owner or the officer.
- (c) Brokerage charges and Advance deposit shall NOT be payable in the case of Self Lease accommodation and in those cases where the accommodation is registered in the name of Spouse, Parents, Grand Parents, Children, Grand Children.

**8. Repairs and Maintenance** (Deleted w.e.f. 20.05.2009 vide HR's letter no. HQ/HR/3/Lease Rules/1 dated 21.12.2009)

**9. 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. Further, any interpretation having financial implications should be referred to HQ/Finance through HQ/HR department only.
- (b) The Company may amend, delete or add to these rules, from time to time, and all such amendments, deletion or additions shall take effect from the date stated therein.

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### Annexure-I

### **Application for Company Leased Accommodation from Third Party / on Self Lease basis.**

To,

**The Group General Manager (HR), Corp. Office, New Delhi.  
The Chief Project Manager, \_\_\_\_\_.**

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. House owner's Name, Address & Tele. : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
06. Full address of the House to be leased : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
07. Whether proof of ownership of house enclosed: \_\_\_\_\_  
08. Monthly house rent claimed by the owner: \_\_\_\_\_  
09. Whether advance deposit is to be paid to the owner: \_\_\_\_\_  
(If yes, mention the amount)  
10. Whether the house is arranged through a broker: \_\_\_\_\_  
(If yes, mention the Name of broker & the amount of brokerage to be paid)  
11. 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)

(A declaration clause has been proposed for insertion here.)

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.

Signature:  
Name & Designation:  
Date:

(Controlling Officer)  
Forwarded by

### **Annexure-II**

#### **Company Leased Accommodation Agreement (From Third Party)**

This Agreement of Lease is made at..... on this.....Day of.....2008, 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 about .....Sq. Feet and Open area of .....Sq. Feet, together with all Electrical and Sanitary fittings and fixtures, under the following terms and conditions:-

- 01.The LESSEE agrees to pay the LESSOR a monthly rent of Rs.....only (Rupees..... only) by 10<sup>th</sup> of every month.
- 02.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.
- 03.The Lease may be terminated during the currency of Lease Agreement by giving one month's notice on either side.
- 04.All taxes payable to the Municipality or any other authority shall be paid by the LESSOR at his own cost.
- 05.'Major Repairs' of the house shall be done by the LESSOR at his own cost. 'Major Repair' 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

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related to structural faults), electrical fuses, bulbs, switch/ plug, etc. and other such items.

- 06.The Water and Electricity charges shall be paid by the LESSEE's executive residing in the premises.
- 07.The LESSEE shall be liable to pay breakage, damages to sanitary and electrical fittings, etc during the lease period.
- 08.The LESSEE shall not make any structural additions or alterations without the written consent of the LESSOR.
- 09.The LESSEE shall not sublet the premises other than to 'close relations' as defined in Rule-4(d) 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.

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:
<b>(LESSOR)</b>	<b>Dedicated Freight Corridor Corp. of India Ltd. (LESSEE)</b>

WITNESSES:

01.....

02.....

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### **Annexure-III**

#### **Company Leased Accommodation Agreement (on Self Lease)**

This Agreement of Lease is made at..... on this.....Day of.....2008, between Shri/Smt.....Son/Daughter of Shri/Smt.....and resident of.....

.....,he reinafter 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 representativeMr./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 about .....Sq. Feet and Open area of .....Sq. Feet, together with all Electrical and Sanitary fittings and fixtures, under the following terms and conditions:-

01. The LESSEE agrees to pay the LESSOR a monthly rent of Rs.....only (Rupees..... only) by 10<sup>th</sup> of every month.
02. 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.
03. The Lease may be terminated during the currency of Lease Agreement by giving one month's notice on either side.
04. All taxes payable to the Municipality or any other authority shall be paid by the LESSOR at his own cost.
05. Major repairs of the house shall be done by the LESSOR at his own cost.
06. The Water and Electricity charges shall be paid by the LESSEE's executive residing in the premises.

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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:
<b>(LESSOR)</b>	<b>Dedicated Freight Corridor Corp. of India Ltd. (LESSEE)</b>

WITNESSES:

c) .....

d) .....



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### **Annexure-IV**

#### **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:
<b>(House Owner)</b>	<b>(Executive of DFCCIL)</b>

Copy to:

- 01.HR, Corp. Office
- 02.Finance, Corp. Office.

## Chapter- X

# Medical Rules

### **1. Short Title & Commencement:**

These rules shall be called as “The DFCCIL Medical Rules 2010” and shall come into effect from **29.12.2009**, in supersession of the existing Medical Policy/Rules.

### **2. 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.

### **3. Definitions:**

- a) “Family” for the purpose of these rules shall include:
  - (i) *Spouse*.
  - (ii) *Children* till they get married or employed, whichever is earlier.
  - (iii) *Widowed mother* of the employee, residing with and dependent upon the employee. If both husband and wife are employee of the company, only one of them may avail the medical benefit for the family. However, dependent widowed mother of both, residing with them, will be included independently for the purpose of these benefits
- 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 Government from time to time. At present, the minimum family pension prescribed is Rs.3500 + DR Rs.945 @ 27% as on 01.07.2009 i.e. **Rs. 4445 per month**.
- 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.

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### 4. Medical Treatment:

#### a) **Outdoor Treatment**

- (i) Medical Allowance shall be part of the 50% basket of allowances towards expenses on outdoor treatment.
- (ii) The deputationist shall be paid Outdoor Medical Allowance equivalent to one-month basic pay in a year to be paid through salary on monthly proportionate basis.
- (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.

(Rule-4(a)(iv) was inserted vide HR's letter no. HQ/HR/3/Medical Rules/4 dated 16.12.2010)

#### b) **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) 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-II**.
- (iii) 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.
- (iv) Reimbursement on account of Room Rent, based on original receipts, shall be as per the following entitlements:

SN	Levels	Room Type	Room rent ceiling /day
1	MD/Directors	Suite / Deluxe Room	Rs. 7500
2	ED/GGMs/GMs	Deluxe Room	Rs. 6500
3	AGMs/JGMs/DGMs/ Mgrs/AMs	Single Room	Rs. 4500
4	Sr.Executive / Executive	Double / Three bedded room	Rs. 3000
5	Below Executives	General Ward	Rs. 2500
6	All levels	ICU charges	As per actuals.

### c) 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, Thalassaemia major, AIDS, Hypertension, Neurological diseases, Thyroid, Rheumatoid Arthritis, Epilepsy, Ovarian Cyst\* and Growth Hormone Disorder\*.*(\*Inserted vide HR's letter no. HQ/HR/3/Med.Rules/4 dated 16.02.2012.)*
- (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-III**. 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.
- (iii) The list of special diseases may be reviewed with the approval of MD from time to time.

### d) Medical equipment/treatment without indoor admission.

#### Hearing Aid

- (i) Expenses incurred towards Hearing Aid shall be reimbursed with ceiling upto Rs.20,000 for Bilateral Hearing Aid and upto Rs. 10,000 for one-sided Hearing Aid. In special circumstances, Digital Hearing Aid with ceiling upto Rs.30,000 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:
  - Moderate to Severe Sensory Neural Hearing Loss with Aided Speech Discrimination Score, Which cannot be improved to 70% by use of Analog Hearing Aid.
  - Sharply sloping audiogram seen on Pure Tone Audiometry, inverted V audiogram or U shaped audiogram involving 2000 Hz.
- (iv) Replacement of Hearing Aid may be allowed only after Five(5) years on the recommendation of an ENT specialist as at (ii) above.

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### Ophthalmic

- (v) The expenses towards Ophthalmic (cataract) surgery shall be reimbursed as per actual with cost ceiling for Intra Ocular Lens upto Rs.10,000 for each Eye.

### Dental

- (vi) 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.  
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

- (vii) Artificial limbs and appliances used shall be reimbursed as per actual.

### **e) 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 years 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 and copy of test reports as in the enclosed format (**Annexure-IV**).

### **5. Medical Advance:**

Advance for the purpose of Indoor medical treatment may be sanctioned subject to the following conditions:

- a) Employee shall furnish an estimate of the likely expenditure from the hospitals where treatment is proposed to be taken.
- b) Advance shall be released through a cheque/draft in favour of the Hospital. In exceptional circumstances the advance may be released in favour of the employee with the approval of MD.

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- 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.**

### **6. 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) 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 rule.

.....

### **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.

<b>SN</b>	<b>Name</b>	<b>DOB</b>	<b>Relationship with employee</b>	<b>Remarks</b>
1				
2				
3				
4				
5				
6				
7				

\*2. 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.**

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### **Annexure-II**

#### **Sub: Reimbursement of medical expenses on Indoor Treatment.**

1	Name of Employee	
2	Employee Code	
3	Designation & posting	
4	Scale of Pay & Basic Pay	
5	Name of Patient	
6	Relationship with the employee	
7	Name and Address of the Hospital	
8	Whether registered with the Central/State Govt./ Local bodies	
9	Date of Admission	
10	Date of Discharge	
11	Diagnosis of the Ailment and treatment given in brief	
12	Whether copy of prescription & verified original bills enclosed*	
13	Total amount claimed	

#### **\*Documents to be attached duly verified by the employee:**

1. Prescription of Doctor indicating date wise treatment
2. Original vouchers and receipts for diagnostics, medicines etc.
3. Discharge summary
4. Hospital Bill in original

Signature of the employee with date: \_\_\_\_\_

**Controlling Officer**

**HR/Corp. Office.**



### **Annexure-III**

#### **Sub: Reimbursement of medical expenses on Special Diseases.**

1	Name of Employee	
2	Employee Code	
3	Designation & posting	
4	Scale of Pay & Basic Pay	
5	Name of Patient	
6	Relationship with the employee	
7	Nature of Disease as specified by AMA.	
8	Whether copy of prescription & verified original bills enclosed	
9	Total amount claimed	

Signature of employee with date: \_\_\_\_\_

**Controlling Officer**

**HR/Corp. Office.**

**Annexure-IV**

**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 copy of report & verified original bills enclosed	
7	Total amount claimed	

**Signature of employee with date:.....**

**Controlling Officer**

**HR/Corp. Office**

## **Chapter-XI**

# **Leave Rules**

### **01.Short Title and Commencement:-**

- (a) These Rules may be called DFCCIL Leave Rules' 2008.
- (b) They shall come into force from 26.12.2008. However, 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 shall be 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.Procedure in case of Deputationist:-**

- (a) 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. 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.
- (b) 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. However, the Leave sanction order indicating the details of the Leave availed by such deputationist, while on deputation with DFCCIL, 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. A copy of such leave sanction shall invariably be endorsed to the deputationist and to the Finance/Corporate Office for making necessary adjustments while calculating the Leave salary contribution. 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

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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.

### **04. 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 for Leave: - An application for grant of leave or for extension of leave shall be made to the Controlling officer in the **format as prescribed at Annexure-I**. Except in an emergency, 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 application shall be made seven days prior to the start of the requested leave.
- (f) Grant of Leave: - 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 shall not be granted to an employee whom the competent authority has decided to dismiss, remove or compulsorily retire from service. All application for Leave (except CL), shall be submitted through the controlling officer for the orders of the Leave sanctioning authority on the prescribed leave application form. In case the CPM or GGM or GM is the leave sanctioning authority for the kind and duration of leave applied for , that authority may sanction the leave, subject to its verification by HR as regards admissibility of the leave. Such leave application, duly sanctioned, shall be sent to HR/Corp. Office for verification of admissibility, making necessary debit in the leave account and to convey the formal sanction of leave to finance and other concerned. Where the leave sanctioning authority for the kind and duration of leave applied for is an authority higher than CPM or GGM or GM, the recommendations or otherwise for grant of leave shall be sent to HR/Corp. Office for obtaining the orders of the appropriate leave sanctioning authority and for issue of the formal leave sanction order to all concerned. In case large number of leave applications is to be dealt with, the Leave sanction orders may

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also be issued in consolidated form for each category of employee in suitable frequency. A copy of each such sanction shall be placed in the Personal File of the employee and necessary debit entry shall be made in the Leave Account.

- (g) Leave Account: - A leave account shall be maintained in the format as prescribed at **Annexure-II** for each employee of the Company in the HR/Corporate Office. The Leave Account may either be manually maintained in an alphabetical register framed in the format prescribed at Annexure-II or may be maintained in a suitable software developed for the purpose. The custodian of leave account shall put up every leave application (sanctioned or recommended), after verifying the admissibility of leave, to the designated HR officer, on page-2 of the leave application form, for formal sanction. The leave account shall be put up along with the applications and the designated HR officer shall also make an initial in the leave account against the relevant entry as a token of having ensured proper debit in the leave account.
- (h) Extension of Leave: - An employee who desires to extend his leave shall apply 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. Excepting 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.
- (i) 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.
- (j) 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 report for duty.
- (k) Grant of Leave on Medical grounds: - An application for 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.

### **Kinds and Amount of Leave admissible:-**

#### **(5) Leave on Average Pay(LAP):-**

- (a) The employees 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. LAP account of the employees shall be maintained in two parts i.e. Encashable Leave and Non-Encashable Leave. The LAP earned shall be credited in ratio of 50:50 under the above two parts on 1<sup>st</sup> of January and July every year. Any part or whole of Encashable leave may be availed of as Leave and it is not necessary that it should be Encashed.
- (b) During the half yearly period in which appointment was made, LAP shall be credited to the leave account @ 2 ½ 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 ½ 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 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.
- (d) During employment only the leave in the Encashable Leave Account can be encashed once a calendar year, on the employee actually availing himself of an equal amount of LAP. The requirement of actual availing of LAP is subject to ceiling of 30 days and it can be relaxed if the leave is not granted by the sanctioning authority on account of exigencies of work.
- (e) 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.
- (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.

#### **(6) 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 1<sup>st</sup> day of January and 1<sup>st</sup> 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

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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 calendar month upto the end of calendar month preceding 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.

### **(7) 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.

### **(8) 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.



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- (e) An employee who proceeds on Extraordinary Leave (EOL) shall **not** be entitled to any leave salary.

### **(9) 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 HLAP 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) A female employee with less than two surviving children may be granted maternity leave for a period of **180 days** from the date of its commencement, on production of medical certificate.
- (b) A further period of leave upto **two year** of leave due to her(including commuted leave upto 60 days and Leave Not Due) may be granted, without production of medical certificate.
- (c) A total period of Maternity Leave on account of Miscarriage/Abortion/Abortion induced under the Medical Termination of the Pregnancy Act'1971 shall be restricted to 45 days in the entire career of a female employee.
- (d) Maternity leave may be combined with any other kind of leave.
- (e) The maternity leave shall not be debited against the leave account.

### **(11) Child Care Leave(CCL):-**

- (a) Women employees having minor children may be granted Child Care Leave(CCL) by an authority competent to grant leave, for a maximum period of two years (i.e. 730 days) during their entire service for taking care of upto two eldest surviving children whether for rearing or to look after any of their needs like examination, sickness etc. Child Care Leave shall be granted to women employees having minor children below the age of eighteen years (18).
- (b) Child Care Leave cannot be demanded as a matter of right. Under no circumstances can any employee proceed on CCL without prior proper approval of the leave by the leave sanctioning authority.
- (c) The leave is to be treated like the LAP and sanctioned as such. Consequently, Saturdays, Sundays, Gazetted holidays etc. falling during the period of leave would also count for Child Care Leave, as in the case of LAP.
- (d) The CCL can be availed subject to the following further conditions:
  - i) CCL may not be granted in more than 3 spells in a calendar year.
  - ii) CCL may not be granted for less than 15 days.
  - iii) CCL should not ordinarily be granted during the probation period except in the case of certain extreme situations where the leave sanctioning



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authority is fully satisfied about the need of Child Care Leave to the probationer. It may also be ensured that the period for which this leave is sanctioned during probation is minimal.

- (e) During the period of CCL, the women employee shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. It may be availed of in more than one spell. Child Care Leave shall not be debited against the leave account. It may be combined with leave of the kind due and admissible. The leave account for child care leave shall be maintained in the proforma as at Annexure IV, and it shall be kept alongwith the Service Book of the concerned women employee.
- (f) Leave Not Due only for the purpose of Maternity Leave and Child Care Leave, if required, may be granted by the competent leave sanctioning authority based on the medical certificate. LND in such cases shall be debited against the LHAP due to the women employee.

**(12) 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. upto 15 days before or upto 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.

**(13) 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 attended 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.

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- (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.

**(14) 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 cases 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&A 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

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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 alongwith 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	

**(g) While availing LTC:-**

The employees shall be permitted to en-cash leave on average pay upto 10 days at the time of availing of LTC while in service, subject to the condition that:

- A balance of at least 30 days of leave on average pay should be available to his credit after taking into account the period of encashment as well as leave availed of.
- The total leave so encashed during the entire career shall not exceed 60 days in the aggregate subject to the condition that successive encashment cannot be made before a minimum period of two years has elapsed. The period of two years for the purpose of successive encashment of LAP shall be w.r.t. a two year block, the first one commencing from 01.09.2008 and ending on 31.08.2010 w.r.t. the outward journey performed. The next block would commence from 01.09.2010 and ending on 31.08.2012 and successive blocks would follow the similar pattern.
- The cash equivalent shall be calculated as follows namely:-

Cash equivalent =	Pay in the respective pay scale/band plus grade pay admissible on the date of availing of LTC plus dearness <u>allowance</u> admissible on that date	X	Number of days of leave on average pay subject to the Maximum 10 days at one time.
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- No House Rent Allowance or Transport Allowance shall be payable;
- iv) The period of leave encashed shall not be deducted from the maximum quantum of leave encashable (300 days) at the time of retirement.
  - v) Where, both husband and wife are the employees of DFCCIL, the entitlement for encashment of leave equal to ten days at the time of availing of LTC will be available to both, subject to a maximum of 60 days each during the career.

### **(15)Casual Leave and Restricted Holidays:-**

- (a) 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.
- (b) CL shall not be combined with any other kind of leave; however, it can be prefixed and suffixed with holidays.
- (c) An employee on CL shall be treated as on duty for the purpose of drawal of salary.
- (d) CL shall be sanctioned by the concerned controlling officer of the employees only in the CL/RH Card prepared in the proforma as at **Annexure-III**. The CL record as reflected in the CL/RH card shall be maintained by the employees themselves. However, the controlling officers before sanctioning CL shall satisfy himself/herself of the proper maintenance and admissibility of CL to the concerned employee. The loss of CL card by the employee shall be treated as ZERO balance in the employee's CL account.
- (e) In addition to the CL, the employees shall be entitled to avail 02 Restricted Holidays (in the CL/RH Card itself) to be chosen from a list of RH notified by the Central/State Govt. where the office of DFCCIL is located.

### **(16)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 Company may amend, Delete or Add to these rules, from time to time, and all such amendments, deletion or additions shall take effect from the date stated therein.

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### **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 : \_\_\_\_\_ prefixed, \_\_\_\_\_ 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 : \_\_\_\_\_

Signature of the applicant.

#### **Recommendation of controlling officer.**

<b>Orders of the Leave sanctioning authority.</b> <i>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.</i>	Signature, Date & Designation.
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### CERTIFICATE REGARDING ADMISSIBILITY OF LEAVE.

Certified that LAP / LHAP/ Commuted Leave / EOL / \_\_\_\_\_ for \_\_\_\_\_ days from \_\_\_\_\_ to \_\_\_\_\_ as applied for is due and admissible under the Leave Rules.

The balance of leave at his/her credit as on \_\_\_\_\_ will be: LAP \_\_\_\_\_ days, LHAP \_\_\_\_\_ days.

The leave as above has been/may kindly be sanctioned by the competent leave sanctioning authority.

(Signature of the custodian of leave account)  
Designation

Date:

### **Designated HR officer.**

### **Orders of the Leave sanctioning authority for the leave applied for.**

#### **(Signature, Date and Designation.)**

(Orders to be obtained by HR only in those cases where the leave sanctioning authority is an authority higher than the concerned CPM, GGM, GM)

### **Copy of the sanction of leave to:**

01. The concerned employee for information,
02. Leave sanctioning authority for information,
03. The concerned Finance officer for making necessary adjustments while determining Leave Salary Contributions, in the cases of Deputationist.
04. Personal File of the employee.

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### **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	
					En	NE	En	NE	En	NE									

### Annexure-III

**Dedicated Freight Corridor Corporation of India Limited.**

# CASUAL LEAVE/RH RECORD- 200 .

Name of Employee: \_\_\_\_\_, Emp. Code: \_\_\_\_\_

Designation: \_\_\_\_\_, Place of Posting: \_\_\_\_\_.

[illegible]

## Instructions.

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.

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## **Annexure IV**

Proforma for maintaining Child Care Leave Account  
(to be kept along with the Service Book)

[illegible]

## **Chapter-XII**

### **DFCCIL (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. Functional Directors of the company, who are full time employees, from the date of their appointment.
  - 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.

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(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. (the restrictions of two surviving children shall not be applicable – in respect of children born within one year of the coming into force of this LTC rule and in cases 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/Corp. 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

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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**, such as 2008-09, 2010-11, 2012-13 and so on.
- (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**, such as 2008-11, 2012-15 and so on. The block year of the employee for the purpose of LTC will count from the year of appointment.
- (c) The employee and his family can avail one All India LTC in exchange of one of the two hometown LTCs in a block of 4 years.
- (d) 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.
- (e) 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).

### **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.

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- (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.

### **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, the 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.

### **9. Restricted Concession**

The LTC will be restricted to one way 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 Hometown 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 dependent son/daughter travels to headquarters station from another place, where he has been studying or living with his/her relatives.
- (e) A child completes the fare-paying age only at the time of travel on the return journey.
- (f) A child adopted by the employee while on a visit to another station travels to the headquarters.
- (g) When the employee and his family travel to home town on his 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:-

Mode	Level of Officers	Entitlement
By Air	GGMs and above	Business / Club Class (Please see Note-(i))

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	GMs/AGMs	By Economy Class
By Rail (including Rajdhani/ Shatabdi)	DGM and above	AC-I / Executive Class
	Sr.Executive to Manager	AC-II / CC
	Below Sr.Executive	1 <sup>st</sup> 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 DOP&T from time to time.
- ii. Travel entitlement as above shall be according to the status 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.

### **12. Grant of advance and adjustments thereof:**

- (a) An employee proposing to avail of 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 **Ninety days** before the proposed date of the outward journey. He 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 the return journey is to be completed within 90 days.
- (d) The advance shall be refunded forthwith in one lump sum by the employee if the outward journey is not commenced within 90 days 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:-**

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.

### **15. Encashment of Earned Leave (LAP) along with LTC:-**

The employees at the time of availing LTC shall be allowed encashment of LAP upto 10 days, in terms of Rule-14 (g) of DFCCIL Leave Rules.

### **16. 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 number and PNR No., Bus tickets in

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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.

### **17. 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 provisions of 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.

### **18. 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.

\*\*\*\*\*



**Declaration of Home Town and dependent family members.**

I,(Name)\_\_\_\_\_ Design.:\_\_\_\_\_ Emp. No. \_\_\_\_\_  
Scale of Pay \_\_\_\_\_ Rate of Pay \_\_\_\_\_ DOA/Absorption \_\_\_\_\_  
\_\_\_\_\_ hereby declare that my Home Town for the purpose of LTC is \_\_\_\_\_  
\_\_\_\_\_ failing 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. I shall notify the changes, if any, as and when arise.

Sl. 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.

Place :

Sign:

Date:

Designation:

Controlling Officer

## **Application Form for Grant of LTC Advance.**

SN	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.	<table border="1"> <thead> <tr> <th>Name &amp; age</th><th>Relationship</th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	Name & age	Relationship													
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.

## HR Manual of DFCCIL

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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

**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.)

SN	Name	Relationship & 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: \_\_\_\_\_

Signature of the employee

Controlling Officer

(P.T.O.)

### **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-XIII**

# **Perks & Benefits to Board Level Executives**

### **1. Reimbursement of expenses for Residential Telephones/Mobile phones/ Broad Band Connection:**

Level	Entitlement for call charges			Instruments	
	Landline	Mobile	Broadband	Landline (every 3 years)	Mobile (every year)
MD	Full refund	Full refund	Full refund	As per actual	As per actual
Director	Full refund	Full refund	Full refund	As per actual	As per actual

### **2. Caretaker for Office work at Residence:**

Level	Amount per month(Rs.)
MD	20,000
Director	10,000

### **3. Purchase of items for office at residence:**

MD/Directors are entitled for reimbursement of expenditure incurred for purchase of items for office at residence, irrespective of the price for individual items, within the amount ceiling indicated in the table below:

Level	Amount Ceiling (Rs.)	Items
MD	<b>75,000</b>	Air-Conditioner, Inverter, Multifunctional Printer, Heat Convector, Office Furniture, Television, Curtain, Carpet.
Director		

### **4. Furnishing Allowance:**

- Monthly furnishing allowance @10% of the basic pay shall be payable (This is part of basket in IDA pay structure).
- In addition to the above, MD and Functional Directors shall be allowed furnishing allowance for Rupees Three Lakhs during their tenure in DFCCIL. A recovery @ 2.5% of the Basic Pay per month will be made in addition to the normal rent recovery. The MD and Functional Directors at the time of their superannuation may re-purchase the furniture, fixture, etc. at the depreciated rates as per the provisions of the Income Tax Act.

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### 5. Travelling and Daily allowance:

Level	Rate of Daily allowance	Consolidated monthly TA in lieu of DA for official tours within 60 Kms of HQ @ Rs./pm
MD	2,500	10,000
Director	2,000	8,000

Daily allowance may be drawn for broken period of a “Day” on the following scales:

- For absence from HQ of less than 6 hours 30%
- For absence from HQ of 6 hours and more but less than 12 hours 70%
- For absence of 12 hours and above 100%

### 6. Entitlement for mode/class of travel on official tour.

Mode	Level	Entitlement
By Air	MD/Director	Business Class
By Rail (including Rajdhani/Shatabdi)	MD/Director	AC I Class/ Executive Class of Shatabdi

### 7. Lodging Charges:

- For Metros-Limited to the rent of a suite in Hotel Ashoka, New Delhi.
- For X Class City – 90% of (i) above
- For other places – 80% of (i) above

When own arrangements are made for lodging, lodging charges equivalent to 25% of the entitlement as per upper ceiling for lodging charges shall be admissible.

### 8. Brief Case:

The MD/Director will be allowed reimbursement of the cost of Brief case as per actual expenditure once in three years:

### 9. Birthday Gift:

A birthday gift of Rs.1000/- in cash will be payable.

### 10. Newspaper/Magazine Allowance: (This is part of basket in IDA pay structure)

Level	Amount per month(Rs.)
MD	1,000
Director	800

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### 11. **Sumptuary Allowance:** (This is part of basket in IDA pay structure)

Level	Amount per month(Rs.)
MD	10,000
Director	5,000

### 12. **Reimbursement of Electricity charges at residence:** (This is part of basket in IDA pay structure)

Level	Amount per month(Rs.)
MD	5,000
Director	4,000

### 13. **Leased Accommodation facilities:** (Refer Chapter-IX)

### 14. **Medical facilities:** (Refer Chapter-X)

### 15. **LTC facility:** (Refer: Chapter-XII)

### 16. **Allowances on Official Travel Abroad:** 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. Entitlement of Foreign Travel Allowance: The officers of Dedicated Freight Corridor Corporation of India Limited (DFCC) travelling to foreign countries on official duty shall be entitled for following Foreign Travel Allowance:

- 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:

Category	Daily Allowance (DA)	Ceiling for Consolidated per diem (consisting of lodging allowance, local transport allowance, other incidental and contingent expenses) <b>plus DA*</b> .
1	2	3
MD/Directors	Full rates as fixed by the Ministry of External Affairs for DA for Foreign Travel for various countries	<b>US \$ 475</b>
GGM/GM		<b>US \$ 400</b>
AGM/JGM		<b>US \$ 335</b>
DGM/Mgr		<b>US \$ 275</b>
Assistant Mgr	75% of the rates fixed by the Ministry of External Affairs for DA for Foreign Travel for various countries.	<b>US \$ 250</b>
Sr.Executive/ Executive	33% of the rates fixed by the Ministry of External Affairs for DA for Foreign Travel for various countries.	<b>US \$ 250</b>

\* amended vide HR's letter no. HQ/HR/3/TA-DA-JTA Pol./8 dated 27.03.2009.



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### 1.3 Daily Allowance (DA):

- 1.3.1 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.
- 1.3.2 For the purpose of calculating Daily Allowance, the day will be taken from midnight to midnight and clock will start from the time of disembarkation at the destination.
- 1.3.3 The payment of Daily Allowance will be admissible as under:-

Details	Admissibility
For a stay of less than six hours	Nil
For a stay of more than six hours but upto twelve hours	50% of Daily Allowance rate.
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.

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

### 1.4 Consolidated Per Diem: The consolidated Per Diem will consist of following components:

- a) Lodging Allowance: Lodging allowance will cover expenses on room rent including service charges and taxes etc.
- b) 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.
- c) Other Incidental and Contingent Expenses: This allowance will cover such expenses as phone call charges, fax charges, stationary 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 1.3
- b) An advance of Consolidated Per Diem as per ceiling mentioned in column 3 of the table given in para 1.2

## HR Manual of DFCCIL

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### 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. The officer shall submit the Travelling Allowance bill on return from foreign tour within one month from the date of return.

**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 or 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 will be allowed only 20% of the ceiling of consolidated per diem towards lodging charges.

**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) GMs & above (grade Pay of Rs.10,000 or equivalent IDA) : Business Class
- ii) Others : Economy Class

\*\*\*\*\*

## **Chapter-XIV**

### **Perks & Benefits to below Board Level Executives**

**1. Newspaper/Magazine Allowance** (This is part of basket in IDA pay structure):

The following amount will be paid every month along with salary on account of newspaper/magazine allowance.

<b>Designation</b>	<b>Corporate/Unit Offices (Rs./pm)</b>
ED/GGM/GM	500
AGM	400
JGM/DGM	300
Manager/AM/Sr. Executive	200

**2. Children Education Allowance** (This is part of basket in IDA pay structure):

The Children education allowance (CEA) shall be admissible @ Rs.1250 per month per child for a maximum of two school going children, irrespective of any group and grade of the employees. The hostel subsidy upto the maximum limit of Rs. 3750 per month per child subject to a maximum of two children shall be admissible. However, both CEA and hostel subsidy cannot be availed concurrently.

**3. Family Planning Allowance/Scheme –**

To promote family planning among the employees the following incentives are extended-  
For undergoing Vasectomy/Tubectomy:

- Cash incentive
- Special Casual Leave(s)
- One special increment in the form of personal pay termed as “Family Planning Allowance” not to be absorbed in future increases of pay either in the same post or on promotion in higher post/grade and
- Half percent rebate on interest on House Building Advance.

For undergoing IUD:

- Cash incentive,
- Special casual leave(s)

**4. Reimbursement of membership/subscription fee :**

- a) For National Institutions/ Library/Societies/Clubs: Reimbursement of membership / subscription fees for nominated National Institutions / Societies / Clubs / Sports Club shall be allowed, as per following ceiling (This is part of basket in IDA pay structure):

<b>Level</b>	<b>No. of Clubs/Sports Club / Institutions for which membership can be reimbursed</b>	<b>Maximum Amount to be reimbursed annually (Rs./per annum)</b>
GM and above	2	5000
AGM/JGM	1	2500
DGM/Mgr/AM/	1	1500

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- b) For National/International Institutions/Societies 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 institutions and shall be reimbursed with 90% of the membership/subscription fees.

5. **Brief Case:** The employees of DFCCIL will be allowed reimbursement of the cost of Brief case as per following scale once in three years:

Level	Amount (Rs.)
ED/GGM/GM	6000
AGM/JGM	4000
DGM/Mgr./AM	3000
Sr.Executive	2000

6. **Birthday Gift:** Employees are eligible to birthday gift every year. The amount of gift will be limited to Rs. 750/- per person. Besides, greetings card and sweets etc. worth Rs.250/- may also accompany the birthday gift.

7. **Reimbursement of expenses for Residential Telephones/Mobile phones/Broad Band Connection:**

- a) Employees will be entitled for reimbursement of following expenses for residential telephones.

Level	Entitlement for call charges (Project offices only)			Instruments (Both for Project & CO)	
	Landline	Broadband	Mobile	Landline (Every 3 yrs.)	Mobile (once in a year)
ED/GGM/GM	2500		5000 (voice + data card)	6000	15000
AGM/JGM	1500		2000 (voice + data card)	3000	10000
DGM/Mgr./AM	750	500	750	1000	5000
Sr.Exe./Exe.	500	Nil	750	500	2000

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- b) In order to enable greater flexibility and optimal use of the communication network, for the employees working in the project offices, reimbursement (on submission of bills) shall be made by clubbing the charges for Landline + Broadband + Mobile usage taken together, without altering the existing limits. The charges being incurred by the company towards USB modem for mobile broadband provided to the officers shall also be included to keep the clubbed amount within the existing ceiling. *(Inserted vide HR's letter no. HQ/HR/3/Tele. Reimb.Pol./7 dated 12.10.2009)*
- c) For the employees in the Corporate Office a combined amount, as indicated below, towards expenses on Landline + Mobile + Broadband usage shall be paid through salary.

Level	Amount (Rs.)
ED/GGM/GM	5000
AGM/JGM	2500
DGM/Mgr./AM	1500
Sr.Executive	1000

- d) The price ceiling for mobile and landline instruments are indicative only. The individual price may vary subject to his/her total expenditure incurred on mobile and/or landline instrument limited to the total costs for these two instruments.

### 8. **Furnishing Allowance** *(This is part of basket in IDA pay structure):*

All employees in the grade of E1 and above are entitled to allowance for hard and soft furnishing @ 10% of Basic Pay + DP per month.

### 9. **Purchase of items for office at residence:**

- a) The following level of officers are entitled for reimbursement of expenditure incurred for purchase of items for office at residence, irrespective of the price for individual items, within the amount ceiling indicated in the table below:

Level	Amount Ceiling (Rs.)	Items
ED/GGMs/GMs	72,000	Air-Conditioner, Inverter, Multifunctional Printer, Heat Convector, Office Furniture, Television, Curtain, Carpet.

- b) The officers will be entitled for reimbursement of expenditure incurred on the above items only once in five years.
- c) 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. If an officer is leaving the organization, he will be allowed to purchase the items at the depreciated value indicated above.

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### 10. 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	Beyond 60 Km. from HQ	Within 60Km.of HQ (CTA)
GGM/GM/CPM	Actual expenditure as per the entitled mode of travel for journey away from HQ.	1250/day	1250/day	3000/month
AGM/JGM/Dy.CPM		750/day	750/day	2500/month
DGM/Mgr/PM/Dy.PM		625/day	625/day	2000/month
AM/APM/Sr.Exe		500/day	500/day	1500/month
Executive			500/day	--

2. With the admissibility of TA/DA on actual movement basis to Field Unit employees, the CTA stands discontinued.

3. 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.

4. 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:-

(a) if the absence from HQ does not exceed 6 hours .....30%

(b) if the absence exceeds 6 hours but does not exceed 12 hours .....70%

(c) if the absence exceeds 12 hours .....full daily allowance.

(d) 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.

(e) 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.

(f) Daily allowance is also admissible for holiday during tour but not when an employee avails leave during tour.

(g) 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.

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(h) If an employee is provided boarding free of cost, he will draw 25% of admissible daily allowance.

**11. Travel entitlement & Transport Allowance:** Travel entitlement on Tour and entitlement of Transport Allowance will be admissible as under:

Mode	Designation	Travel entitlement on official tour (Both in CDA & IDA)	Transport Allowance	
			➤ Only in CDA because in IDA transport allowance is part of basket. ➤ When company car facility is not availed.	
By Air	GGM/GM	Business/Club class	GGM/GM	7000+DA thereon
	AGM	Economy class	AGM to AM	3200+DA thereon
By Rail (including Rajdhani/ Shatabdi)	DGM and above	AC-I	Sr. Exe./ Executive	1600+DA thereon
	Manager/AM/Sr.Exe.	AC-II		
	Executive	First class, AC-III/AC-CC		
By Road	GGM/GM	AC Bus/AC Taxi or Auto as per actual	AGM and below level employees posted in a city other than the 14 cities notified by MOR shall be allowed half of the above rate of transport allowance + DA thereon.	
	AGM to Sr.Exe.	Same as above except AC Taxi		
	Executive	Non-AC Public Bus as per actual/Auto rickshaw		

### 12. Lodging Charges:

- 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. The lodging charges are admissible only when night stay is involved and the employee is on approved tour programme.
- b. If an employee spends whole day at a place of duty other than his HQ and if there is not 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 requirement. (Inserted vide HR's letter no. HQ/HR/3/TA-DA-JT Pol./8 dated 12.11.2008)
- c. Actual lodging charges will be reimbursed on production of receipt, subject to following upper ceiling for lodging charges:

Level	Upper ceiling for lodging charges (Exclusive of taxes and surcharge)		
	X	Y	Z
ED/GGM/GM	10,000	9,000	8,000
AGM/JGM	7,500	5,000	4,000
DGM/Mgr	2,500	2,200	1,200
AM/Sr.Exe./Exe.	2,200	2,000	1,000

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- d. When the employee makes his/her own arrangements for lodging, he/she may claim lodging charges equivalent to 25% of the entitlement as per upper ceiling for lodging charges.
- e. DFCC staff/officers making use of any of the Government accommodation as mentioned above, whether on official or on private use, shall not be entitled to avail lodging charges @ 25% of the entitlement, as having made their own arrangement. The staff/officers using the Government accommodation, as mentioned above, shall be entitled for reimbursement of the actual expenses paid to such Government Department/PSUs. (Inserted vide HR's letter no. HQ/HR/P&A/4 dated 12.05.2008)
- f. The reimbursement of 25% of the lodging charges for having made own arrangements by the employees coming on official tour to Delhi cannot claim lodging charges, if DFCCIL's rest house was available. However, lodging charges may be claimed in case the rest house was not available and the employee makes a self certification of such non-availability of rest house. (Inserted vide HR's letter no. HQ/HR/3/TA-DA-JT Pol./8 dated 17.04.2009 & 22.06.2009)

- 13. 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 following entitlements:

Level	Amount per month(Rs.)
ED/GGM/GM	10,000
AGM/JGM	6,000
DGM	1,000

The officers will claim reimbursement of expenditure incurred on Caretaker for office work at residence based on utilization certificate.

- 14. Guidelines for induction of TADKs attached to officers joining DFCCIL on deputation.**

Competent Authority in DFCCIL has decided that 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) DFCCIL will not engage/recruit any TADKs for this purpose.
- 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.



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- 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.

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

### **15. Reimbursement of Electricity charges at Residence**(This is part of basket in IDA pay structure):

The following electricity charges will be reimbursed every month on the basis of utilization certificate at the rate of Rs. 3.00 per unit or the highest slab of rate being charged by the electricity providing organization / company, whichever is less

Level	Electricity Units	Maximum amount
ED/GGM/GM	600 units	Rs. 1800

The officer will claim reimbursement of Electricity charges based on utilization certificate.

### **16. Sumptuary Allowance**(This is part of basket in IDA pay structure):

The officers at the level of AM and above shall be entitled for Sumptuary allowance, which shall be paid alongwith the salary as per following rates:

Level	Sumptuary Allowance per month
ED/GGM/GM	6000
AGM/JGM	2000
DGM/Mgr./AM	1000

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### **17. Annual Grant for Technical Journal/Magazine**(This is part of basket in IDA pay structure):

To enable the officers to enhance their professional knowledge by means of Books / Magazines / Journal, the following annual grant shall be admissible, which shall be paid on monthly proportionate basis through salary:

<b>Level</b>	<b>Annual Grant</b>
ED/GGM/GM	10000
AGM/JGM	5000
DGM/Mgr./AM	2500

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## **Chapter-XV**

### **Joint Procedure Order (JPO) for disbursement of Pay/Perks/Allowances**

In order to streamline the payment of salary as well as other perks and allowances to employees, detailed procedure for submission of claim/sanction/payment/disbursal etc. of salary, perks and allowances is laid down as under:

#### **1. Pay Related Issues:**

<b>Sl. No.</b>	<b>Subject</b>	<b>Role of HR</b>	<b>Role of Finance</b>
1	Pay Fixation	<ol style="list-style-type: none"><li>1. HR Department will prepare the proposed pay fixation for every employee and send the same to Finance for vetting.</li><li>2. After Finance vetting HR will issue the pay fixation order.</li><li>3. The above procedure will be adopted in all cases of pay fixation, including revised pay fixation, if and when necessary.</li></ol>	<ol style="list-style-type: none"><li>1. Finance will vet the pay fixation proposed by HR Department and return to HR for issue of pay fixation order.</li><li>2. Finance will charge pay based on pay fixation order.</li></ol>
2	Payment of FSC & Leave Salary Contribution:-	<ol style="list-style-type: none"><li>1. Corporate Office:- All LAPs will be recommended by concerned controlling authorities for processing for sanction by HR Dept. HR will convey the sanction quarterly based on the leave account of the employee and send the sanction to Finance and concerned zonal Railways.</li><li>2. CPM Offices: All LAP requests will be recommended by CPM and sent to HR every month along with the combined statement for all employees under him.  HR will issue the sanction based on the leave account on quarterly basis and send the sanction to Finance and concerned zonal Railways.</li></ol>	<ol style="list-style-type: none"><li>1. Finance will prepare the FSC and LSC on the basis of leave record provided by HR and the cheques along with the statement will be sent to respective zonal Railways/Units under advice to HR.  Finance will prepare the FSC and LSC on the basis of the leave record provided by HR and the cheque along with the statement will be sent to concerned zonal Railways/Units under advice to HR.</li></ol>
3	Monthly Salary	<ol style="list-style-type: none"><li>1. For Corporate Office, HR will give the attendance of the employee to</li></ol>	<ol style="list-style-type: none"><li>1. Based on the attendance of the employees given by</li></ol>

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Sl. No.	Subject	Role of HR	Role of Finance
		<p>Finance by 15<sup>th</sup> of every month.</p> <p>2. For field offices, respective CPMs will send the attendance of all employees under them to HQ Finance by 15<sup>th</sup> of every month with copy to HR.</p>	<p>HR Dept. and CPMs, Finance will prepare monthly salary.</p>
4	Salary of Outsourced Staff	<p>1. HR will prepare the monthly attendance statement of all hired staff by 20<sup>th</sup> of every month and send the same to the concerned outsourcing agency.</p> <p>2. For field offices, CPMs shall carry out the above function.</p> <p>3. The outsourcing agency will prepare the salary bill and send to HR by 25<sup>th</sup> of every month.</p> <p>4. HR after verification will submit the same to Finance for payment by the last day of the month.</p> <p>5. The payment of outsourced staff in field units shall continue to be made as per instructions contained in this office letter No. HQ/F&amp;AC/OPO/1 dated 12.05.08. However, CPMs will apprise the number of outsourced staffs to CO every month in PCDO.</p>	<p>1. Finance shall make payment to the outsourcing agencies based on the bills duly verified by HR.</p>
5	Issue of LPC	<p>1. HR shall prepare the LPC and send to Finance for vetting.</p> <p>2. After Finance vetting, LPC shall be issued by HR.</p>	<p>1. Finance will vet the LPC and return to HR for issue/modification.</p>

### 2. Allowances:

Sl. No.	Subject	Role of HR	Role of Finance
1	Children education allowance.	<p>1. Employee will submit the proof of entitlement for child education allowance (fee receipts) to HR Dept. at the beginning of the academic session(April).</p> <p>2. HR Dept. will issue the sanction for payment for the entire year.</p>	<p>Finance will charge CEA based on the sanction letter of HR.</p>

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<b>Sl. No.</b>	<b>Subject</b>	<b>Role of HR</b>	<b>Role of Finance</b>
2	Family planning allowance	<ol style="list-style-type: none"> <li>1. Employee will submit request along with the necessary medical certificate to HR Dept.</li> <li>2. Entitlement will be checked by HR and sanction letter will be issued after obtaining the approval of competent authority.</li> </ol>	Finance will charge the increments based on the sanction letter of HR.
3	Transport allowance (The staff/officers who have been provided official vehicle will not given transport allowance)	Sanction letter will be issued by HR for entitlement	As per the prescribed rates finance will charge through the salary.
4	News paper/ Magazine allowance		As per the prescribed rates finance will charge through the salary.
5	Sumptuary Allowance		It will be charged by the Finance as per the entitlements.
6	Furnishing Allowance		It will be charged by the Finance as per the entitlements.
7	TADK allowance		It will be charged by Finance as per the entitlements.
8	<p>Medical Reimbursement</p> <p>A. Outdoor Medical Reimbursement</p> <p>B. Indoor Medical Treatment</p>	<p>All medical reimbursement, except the regular allowance shall be processed by HR for sanction by Competent Authority.</p> <ol style="list-style-type: none"> <li>1. All bills will be submitted to HR by the employees directly in Corporate Office. In field office employees will submit the same to CPM.</li> <li>2. HR will verify the admissibility and will put up the bills for sanction as per SOP</li> <li>3. HR will issue sanction letter.</li> </ol>	<p>Outdoor medical reimbursement - Outdoor medical allowance to be paid along with salary as per the prescribed entitlement.</p> <p>Finance will make payment as per the sanction letter issued by HR.</p>

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Sl. No.	Subject	Role of HR	Role of Finance										
9.	Reimbursement towards Telephone/ Broadband	<p>The CPMs of the field units are delegated the responsibility for reimbursement of Landline + Mobile + Broadband charges based on the bills within the following limits:</p> <table><tr><th>Level</th><th>Combined limits</th></tr><tr><td>CPM</td><td>7500</td></tr><tr><td>Dy.CPM</td><td>3500</td></tr><tr><td>PM/Dy.PM/APM</td><td>2000</td></tr><tr><td>Sr.Exe./Exe.</td><td>1250</td></tr></table> <p>For employees in Corporate Office, a consolidated amount is paid through salary.</p>	Level	Combined limits	CPM	7500	Dy.CPM	3500	PM/Dy.PM/APM	2000	Sr.Exe./Exe.	1250	
Level	Combined limits												
CPM	7500												
Dy.CPM	3500												
PM/Dy.PM/APM	2000												
Sr.Exe./Exe.	1250												
10.	Reimbursement for purchase of items for office at residence	<ol style="list-style-type: none"><li>1. The concerned officer shall submit the bills to HR. HR will issue the sanction after checking up entitlement.</li><li>2. HR shall maintain a register of the items.</li><li>3. The amount to be allowed, when an officer leaves the organization, for purchase or for depositing the same shall be indicated by HR.</li><li>4. If the officer leaves the organization before the stipulated deputation period, he/she shall deposit the amount due to him on account of purchase of office equipment.</li></ol>	<ol style="list-style-type: none"><li>1. Finance shall make necessary recovery from the pay if the employees.</li><li>2. HR will issue LPC duly vetted by Finance.</li></ol>										
11.	Reimbursement of membership/subscription towards clubs/societies	The claims will be submitted to HR which will issue sanction letter and then payment will be made by Finance.											
12.	Brief case reimbursement	The claims will be submitted to HR which will issue sanction letter and then payment will be made by Finance.											
13.	Company lease accommodation	<ol style="list-style-type: none"><li>1. The request for lease accommodation shall be made by all employees to HR, Corporate Office along with all details prescribed in the rule.</li><li>2. HR will examine the entitlement, execute the lease</li></ol>	Corporate Finance will prepare the cheque in favour of the owner of the property for the property for Corporate Office staff. In field units, the concerned finance department shall prepare										

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Sl. No.	Subject	Role of HR	Role of Finance
		deeds, issue sanction letter indicating the amount of lease, security deposit etc. 3. In field offices, CPMs will execute the lease deed as per entitlement of various employees. A copy of the lease deed shall be forwarded to Corporate Office for record purpose.	cheque for the field staff.
14.	Composite Transfer Grant	1. All claims for CTG shall be forwarded through the Controlling officer to HR Corporate Office. 2. The claims will be examined by HR and sanction letter will be issued as per policy for payment. A copy of it will be sent to the concerned zonal Railway for verification	Finance will make payment as per the sanction letter issued by HR.
15.	Birthday Gift	List of employees indicating their birthday will be submitting by HR in one month advance to Finance and Admin.	1. Finance will prepare cheque and handover it to Admn. 2. Admn. will give the cheque along with a card to the concerned employee. 3. In field offices, CPMs will give the cheque along with a greeting card to the concerned employee.
16.	Reimbursement of Electricity charges		It will be charged by the Finance as per the entitlements
17.	TA/DA reimbursement	Employees will submit the TA/DA bills through controlling authority to HR. HR will check entitlement and send to Finance of payment.	Finance Department will make payment as per entitlement.
18.	Joining Time	Employee will submit the claim to HR for availing joining time which will be sanctioned as per rule.	Based on sanction letter, Finance will charge the salary.