राइट्स
इंफ्रास्ट्रक्चर विशेषज्ञ

RITES
THE INFRASTRUCTURE PEOPLE

मानव संसाधन प्रबंधन नियमावली

HUMAN RESOURCE MANAGEMENT MANUAL

Disclaimer

The HR Manual has been compiled based on changes approved by the Board of Directors/Competent Authorities and notified circulars from time to time (until 31.12.2023). In case any discrepancy appears in the Manual as compared with Office Orders/Circulars/Instructions, the latter shall prevail.

In case of any discrepancy between the English and Hindi versions of the Manual, the English version shall prevail.

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PREFACE

As we enter our 50th year and aspire to attain our Vision of being the “Go To Consultancy Company”, the Human Resource vertical will play an important role in providing the platform for us to take this leap forward. The HR function encompasses a myriad responsibilities, right from developing the right resource to its optimal utilization in this endeavor. The HR vertical has to be ‘Future Ready’ and be continuously evolving as we march ahead on our journey of ‘INNOVATION, EXECUTION, TRANSFORMATION’.

This effort in compiling a Manual of various Rules, Orders and Instructions issued from time to time a step towards achieving our objective. The Manual was 1st published in the year 1988 and thereafter 3 (three) more Editions have been brought out in the years 1995, 2004 & 2019 respectively. Since the last publication of the HRM Manual in the year 2019, there have been a number of orders and instructions issued as amendments/modifications thus necessitating the need for issue of an updated revised Edition of the Manual. This Edition incorporates all such amendments/modifications up to 31.12.2023. This new Edition also includes by way of an Appendix, the competence vested with various authorities that are not covered under the Scheduled of Powers, for discharging various functionalities.

S. Mohanty
Chief People Officer

01.01.2024

CHAPTER – I

AN ORGANIZATIONAL OVERVIEW

1.1 **Overview**

RITES Limited, a Navratna and Schedule 'A' Central Public Sector Enterprise under the Ministry of Railways, Government of India, incorporated on April 26, 1974, is a multidisciplinary engineering and consultancy organization, providing a comprehensive range of services from concept to commissioning in all facets of transport infrastructure and related technologies.

RITES is a leading player in the transport infrastructure consultancy and engineering sector in India and is uniquely placed in terms of diversification of services and geographical reach in various sectors such as railways, highways, urban engineering (metros), airports, ports, inland waterways, ropeways, bridges & tunnels, institutional buildings, and renewable energy. The company is the only export arm of Indian Railways for providing rolling stock overseas, other than Thailand, Malaysia, and Indonesia.

RITES' success story spans over half a century covering more than 55 countries across Asia, Africa, Latin America, South America, and Middle East regions.

RITES became a listed company in July 2018, and it has made it to the Top-500 listed Indian companies based on its market capitalization.

RITES has been certified to Quality Management System (QMS) as per ISO 9000 series of Standards since 1999. The system has been documented as per ISO 9001:2015 requirements. The ISO-based QMS defines the requirement of internal controls through manuals and procedures which are formulated internally. The QMS, involving regular internal audits to ensure the compliances with stipulated rules/regulations, forms an integral part of the internal control systems. RITES' ISO 9001:2015 Certificate has been awarded by M/s. NVTQC under ANAB accreditation. In addition, RITES is also accredited to ISO 17020:2012 Standard by NABCB, (a body under Quality Council of India) to ensure compatibility of its inspection services to international norms. The company has material testing laboratories in various regions which are accredited as per ISO 17025.

1.2 **Vision / Mission / Objectives**

Vision:
Future ready: Not just more of the same, but much more of the new.

Mission:
To be the 'Go-To' Infrastructure Consultancy Company.

Objectives:

- To take on the best in class.
- Expanding our global footprints.

- Leveraging the 'E' in RITES.
- Innovating and adopting new technologies and methodologies.
- Sustainability to be the touchstone of every activity.

Competitive Strengths 1.3

Over the years, RITES has built a reputation of delivering topnotch engineering consultancy services across sectors. The company provides a comprehensive range of consultancy services and has a diversified sector portfolio in the transport infrastructure space. It has successfully completed projects to expand its reach and expertise, positioning itself to take advantage of additional business opportunities from the current clients as well as to meet the needs of a larger pool of potential/new clients. The company's diversified sector portfolio allows it to access industries with growth potential as per the changing macroeconomic trends and to expand operations in industries where the company already has a sizable and significant presence. As an example, the company has pooled its resources from various verticals working on sustainability and related projects and grouped them under 'Sustainability Unit'.

Leveraging its position as a public sector company and its relationships with governments, government agencies and other public sector companies in India and various countries where it has delivered projects in the past, the company can strives to increase its presence and participation in new emerging infrastructure sectors and in developing business relationships with governments and government instrumentalities as well as private sector corporations, both domestically and internationally.

With unique export product offerings and strengths, RITES has an edge over others companies working in the arena. The company has supplied rolling stock to 12 countries and being a Ministry of Railways owned organization, it has access to new state-of-the-art products of Indian Railways for exports. Its product portfolio comprises Locomotives, Coaches, Wagons and Train-sets (including semi-high-speed train-sets) in various gauges - Narrow, Meter, Standard, Cape and Broad. It has the unique strength of providing after-sales services including but not limited to warranty, spare part support, incidental services, and training etc. The company has developed a strong quality assurance vertical, which is testing, at both process as well as final stages. Having the ability to harness relevant technology for mega projects, the company has delivered and been delivering projects in critical areas of infrastructure.

Subsidiaries & JVs 1.4

SUBSIDIARIES

REMC Limited incorporated on 16th August, 2013 in Joint Venture with Ministry of Railways for taking up various assignments / tasks to develop potential business avenues in the field of power sector including Green Energy, power trading etc.

The company has also one overseas wholly owned subsidiary

company namely RITES (Afrika) (Pty) Limited, Botswana, incorporated on 16th January 1991 and is primarily engaged in design and projects consultancy services in Botswana.

JOINT VENTURES

The company also has two joint ventures, namely SAIL RITES Bengal Wagon Industry Private Limited (50% stake in JV) and Indian Railway Stations Development Corporation Limited (24% stake in JV) which is under winding up.

2.1 **Regional Structure**

RITES has adopted a regional management structure where each Regional Project Office (RPO), having Project Units (PUs), also undertakes multi-sectoral projects in the state-wise territory. The endeavour is to strengthen RITES' presence in regions of 'new growth', be in close proximity to the clients, and achieve greater business synergies.

The Six RPOs are:

- Northern Region Project Office (NRPO, Gurgaon) having Project Units Delhi & Lucknow
- Eastern Region Project Office(ERPO, Kolkata) having Project Units Kolkata & Ranchi
- Western Region Project Office (WRPO, Mumbai) having Project Units Mumbai & Ahmedabad
- Southern Region Project Office (SRPO, Bangalore) having Project Units Bangalore, Secunderabad & Trivandrum
- East Coast Region Project Office (ECRPO, Bhubaneswar) having Project Units Bhubaneswar & Bilaspur
- North Eastern Region Project Office (NERPO, Guwahati) having Project Unit Guwahati

2.2 **Sectors of Operation**

With a well-diversified business model, RITES continues to follow a pathof systematic and professional operations to provide integrated solutions for building infrastructure for future (Infra4Future) and drive growth in sectors such as railways, highways, bridges & tunnels, metros sustainability and urban engineering, airports, ports, ropeways, institutional buildings, inland waterways, and renewable energy.

2.2.1 **Railways**

RITES envisages its continued presence in projects planned in the railway sector such as Dedicated Freight Corridors, high-speed & semi-high speed passenger corridors, capacity augmentation projects, railway electrification, sub-urban railways, workshop modernisation, last and first mile connectivity projects, freight terminals & logistics parks, station redevelopment, long bridges and tunnels, and energy & sustainability solutions.

<u>The Offerings</u>

Infrastructure Studies: Feasibility Studies, Preliminary Engineering-cum-Traffic Studies, Final Location Surveys including Arial-LiDar and drone based, Detailed Project Reports and National Rail Plans.

Engineering Services: Detailed Engineering, Integrated Design Services, and Technical Support; rehabilitation & modernization of railway systems; Conceptualisation and Design of rail-based transportation systems, including 'merry-go-round' systems; Project Management Services, including turnkey solutions.

Rolling Stock Design: Studies and implementation of technological upgradation of rolling stock; maintenance and operational facilities such as Smart Yards, Coaching and Freight Maintenance Depots; design and development of rolling stock, including modification/ upgrade of rolling stock designs, for domestic as well as for export markets; design validation.

Technical Services: Leasing of RITES' locomotives; operation and maintenance of locomotives and wagons; rehabilitation, upgradation and maintenance of freight stocks; rehabilitation and maintenance of tracks; operation and maintenance of machinery, plants and equipment; periodic overhaul/ major schedules of locomotives, wagons and diesel generator sets; management of railway system including operations, workshops, depots and ancillary facilities; study for upgrade, rehabilitation of rail systems etc.

Signaling & Telecommunications: Field survey and data collection, feasibility studies, Supervisory Control And Data Acquisition (SCADA), design of panel interlocking / route relay interlocking / electronic interlocking, optical fibre communication networks, Mobile train radio communication (GSM-R).

Electrical Engineering: Construction supervision and commissioning services for Railways' overhead line and general electrification works including sub-stations, grid sub-stations, HVAC and fire alarm system. E&M work, escalators and elevators, DG sets, quality assurance and surveillance inspections and preparation of operation and maintenance manual. Other than railways, Company also provide services for rural electrification, solar modules photo voltaic system and building electrification.

Information Technology: Consultancy services to Railways in the field of web-based technologies, system analysis and design, software development, implementation support, identification of hardware and system software requirements, software conversion/ porting of Computerized Commercial Applications, particularly in the areas of Company Accounting, Payroll, Material Management, Supply of Information and Operation Management IT solutions.

Highways 2.2.2

Adept in providing highway consultancy services from the early planning stages of a project, design development and through final implementation, RITES partners in building a road network involving greenfield and brownfield projects of expressways, highways, long bridges/viaducts tunnels, ROBs, RUBs, flyovers, grade separator and skywalks.

The Offerings

- Advisory/technical assistance services
- Pre-Feasibility, Strategic Option, Feasibility Studies and Detailed Project Reports
- Transportation, Traffic and Network Improvement Studies
- Proof-checking and review of design
- Pre-qualification and procurement of works
- Construction Supervision/Project Management
- Authority's Engineer/Independent Engineer Services
- Road safety audit and External technical Audit
- Condition Surveys and health study of bridges
- Third Party Inspection/Quality Assurance
- Maintenance planning/management of road networks

Metros

2.2.3 Having provided consultancy for the Mass Rapid Transit Systems (MRTS) spanning over 2000 km in more than 30 cities, RITES continues to leverage its expertise in all aspects of urban rail transit systems, road-based transit systems, metro rail systems, light rail transit systems, suburban rail system, Metro Lite and Metro-Neo systems.

The Offerings

- Feasibility and Traffic & Transport studies
- Detailed Engineering Studies and Detailed Project Reports (DPRs)
- Detailed Design and General Consultancy for Public Transport Infrastructure Systems
- Project Management Consultancy, including construction supervision of MRTS projects
- Transport Planning and Policy at city, regional and national levels
- Transit-Oriented Development studies
- Construction of depots and stations for metro lines

Airports & Land Ports

2.2.4 With experience of consulting for over 100 airports, RITES primes itself in the field of aviation infrastructure and its related sub-disciplines such as airports, heliports, terminals, cargo terminals, hangars, workshops and maintenance facilities, pavements and control towers etc. Also, RITES pioneered the concept of International Cross-Border Management through Integrated Check Posts (ICPs) in India.

The Offerings

- Master planning, site selection and obstruction surveys
- Air traffic surveys, demand assessment and forecasting
- Project Feasibility Studies, Detailed Project Reports
- Design and construction management
- ATC systems design, communication and navigational aids, visual ground aid
- Non-destructive evaluation of airfield pavement using 'HWD'

Bridges & Tunnels 2.2.5

RITES offers structural engineering consulting services for transportation projects including road, rail and road-cum-rail bridges, river crossings, cable-stayed, suspension and extra-dosed bridges, approach structures such as rail/road viaducts, and tunnels. Our road/railway tunnel engineering services involve various modes of operation, including PPP, EPC, and so on.

The Offerings

Bridges:

- Techno-economic/Pre-feasibility Studies, Feasibility Studies, Engineering Surveys and Detailed Project preparation
- River Training and Hydraulic Modelling
- Slope stability, Geological, Geophysical and Geomorphological Studies
- Detailed Engineering Studies, Design, Review and Proof-Checking
- Technical Support, Designer's Association/ Supervision during construction, Bridge Launching
- Project Management, Quality Assurance and Bid Process Management
- Structural Health Assessment and Monitoring, Repair and Rehabilitation of Structures
- Standardisation of Bridge Inspection Procedure and preparation of Maintenance Manual

Tunneling:

- Route selection and Alignment Studies;
- Pre-feasibility and Feasibility Studies;
- Detailed Engineering including Geological and Geotechnical Studies;
- Detailed Design Consultancy, technical specifications and BOQ;
- Expert Engineering Services, including supervision during construction;
- Instrumentation and Rehabilitation Studies;
- Slope Stability Analysis

Locomotive, Leasing & O&M of Rail Assets 2.2.6

At about 35 sites, RITES is involved in the operations and maintenance of rail assets which includes train operations and locomotives, wagons & track maintenance for clients such as power plants, coal mines, steel plants, container depots, ports etc. RITES is easing the rail operations for these clients at sidings and in-plant areas. RITES has a fleet of 69 locomotive for leasing which are placed at about 30 sites across India.

The Offerings

- Leasing of RITES locomotives to PSU and Private clients;
- Operation and maintenance of locomotives (diesel & electric) and wagons;
- Rehabilitation and maintenance of railway tracks;
- Train running and related operation in private yards and sidings;
- Periodic overhaul/ major schedules of locomotives, wagons

and diesel generator sets;
- Railway system management, including the operations, workshops, depots and ancillary facilities;
- Study for upgrade, rehabilitation of rail system

2.2.7 **Export & Leasing of Railway Rolling Stock**

As the nodal export agency for the Indian Railways, RITES sources rolling stock from production units of the Indian Railways, and certain type of rolling stock such as wagons, from private manufactures as well. Itoffers integrated and customized export packages to meet the transport requirements of clients having railways/metro operations on Meter, Cape, Standard and Broad Gauges.

RITES renders technical consultancy for establishment and modernization of workshops, facility planning for rolling stock maintenance, training and technology transfer to overseas clients. Spare-part support is also guaranteed after the delivery of the stock as per contract terms.

The Offerings

- Supply and commissioning of locomotives and rolling stocks
- Rehabilitation/ upgrade of rolling stock
- Supply, installation, commissioning of machinery and plant for railway maintenance facilities
- Supply of maintenance equipment for P-Way and other railway infrastructure
- Supply and commencing of metro and urban transit rolling stocks
- Consultancy/turnkey execution for upgrading rolling stock maintenance facilities
- Leasing of locomotives

2.2.8 **Buildings, Station Development & MMLPs**

Based on its extensive experience in railway engineering, urban development and building projects, RITES has taken up assignments in areas for development of Multi Modal Logistic Parks (MMLP) for various PSU & Private clients, buildings for many educational institutes, PSUs and Government & its instrumentalities and railways station redevelopment to assist the Government in developing world-class infrastructure under its Amrit Bharat Station Scheme.

The Offerings

- Conceptualization, reconnaissance, feasibility studies, detailed project report
- Detailed Engineering, Project Planning, Scheduling and Controlling
- Contract Management, Construction Project Management
- Turnkey Construction
- Authority Engineer
- Quality Assurance, Inspection, Third Party Inspection and Technical audit
- Architecture – Programme and space planning, predesign,

preparation of master plan/layout-plan and architectural designs
- HVAC, firefighting-cum-detection services, Acoustical Services and Landscaping

Ropeways 2.2.9

Promoting development of ropeways as an alternative mobility solution in difficult terrains to improve first as well as last-mile connectivity, besides improving tourism, RITES offers consultancy services covering all aspects of passenger and material ropeways, Funicular railway systems, and other industrial units.

The Offerings
- Preparation of Techno-economic feasibility reports and detailed project reports
- Project Management Consultancy for Passenger and Material Ropeways, Funicular railway systems

Port & Water Resources 2.2.10

RITES' capabilities address all aspects of port planning and marine structural & civil engineering projects from berth to gate. We offer solutions for Inland Water Transport (IWT) and water resources engineering as well.

The Offerings

Ports and Harbour sector: Port Location Studies, Port Planning and Harbour Engineering; Dredging and reclamation, Navigational systems; Port Connectivity (Rail/Road/Waterway); Breakwaters and Model studies for port development, CRZ and EIA studies; Berthing structures; Material handling systems, port utilities, traffic studies, cost benefit analysis and project viability; Advisory services for privatisation, project management and independent engineer services.

Inland Water Transport (IWT): System planning, River engineering, Hydrographic surveys and investigations; River terminals, Training works and River management studies; Traffic and transport economics, financial analysis and EIA studies.

Water resources engineering sector: Reservoir capacity studies, Flood mitigation studies and Design of intake structures, dredging and shore disposal studies.

Water transmission & treatment: Total solutions from concept to commissioning of water supply systems, transmission, desalination and management of water projects by adopting state-of-the-art technologies providing clean and safe drinking water.

Quality Assurance 2.2.11

Having ISO: 17020 and ISA certifications, the Company provides Quality Assurance Services, in the areas of ultrasonic, magnetic, and dye-penetrant testing, radiography, high voltage testing, metrology, and metallurgical investigations. RITES laboratories in eastern and northern regions are accredited and conform to

rigorous ISO/IEC17025 requirements by NABCB. The Company has recently secured its accreditation to ISO 17065:2012 to become the first Government Certification Body for rolling stock.

The Offerings

- Third Party Inspection (TPI) of material in India and abroad
- Stage inspection/in-process inspection of material
- Vendor capacity and capability assessment
- Surveillance audit of vendors and products
- Witnessing energy efficiency tests of equipment in certified test labs
- Development of Quality Assurance Plans (QAPs)
- Quality Audit of process and systems
- Independent Safety Assessment (ISA) for rolling stock
- Independent Agency for Monitoring and Evaluation (IAME) for Energy Efficiency Standard and Star Labelling Programme for consumer durables and other electrical equipment
- Independent Review and Monitoring Agency (IRMA) for Infrastructure Project
- Energy Auditing Services

2.2.12 **Transaction Advisory**

Empanelled as Transaction advisor for asset monetisation of projects under InvIT and ToT mode with NHAI, Monetisation Consultant with Department of Public Asset Management and NITI Aayog, Company offers Transaction Advisory services for various Public Private Partnership (PPP) projects in the infrastructure sector.

The Offerings

- Pre-feasibility and market studies
- Project structuring and stakeholder consultation
- PPP Transaction Advisory
- Business plans, bankability studies, benchmarking, and strategic advisory
- Asset Valuation Studies
- Transaction Advisory for Asset Monetisation
- Financial and Commercial Appraisal of projects
- Policymaking and Regulatory advisory
- Bid process management
- Consultancy for private investments in infrastructure projects
- Financial, Tax and Legal due diligence

2.2.13 **Sustainability & Urban Engineering**

Sustainability is part of our purpose and business practices. We are committed to minimizing the impact on the planet and supporting those who are engaged in environmental protection.

Also, our urban engineering capabilities include a broad array of Transportation Planning services and cover everything necessary to address mobility needs and to plan and effectively deliver smart transport systems.

The Offerings

- National Clean Air Program (NCAP) implementation
- Environment, Social and Governance (ESG)
- Technical support services for solid waste management and Used Water Management
- Source Apportionment Study
- Net Zero (Carbon Neutral) Studies/Carbon Credits
- Environment and Social Impact Assessment studies
- Pollution Abatement studies
- Lake Conservation programs
- Extended producer responsibility for single-use plastics
- Transport Planning and Policy at city, regional and national levels
- Comprehensive Mobility Plan, Traffic & Transport studies and Transport Master Plan
- Integrated Multi-Modal Mass Rapid Transport Planning
- Bus system planning and design
- Freight /Logistic Infrastructure Planning & Design

People Management 3.1

Being a consulting organisation, RITES is constantly enhancing its knowledge and professional pool by regularly inducting skilled professionals. Its Human Resource Department is committed to achieving deliverables in terms of talent acquisition and retention, employee engagement, career progression, welfare, and development of the human capital.

Employee strength as on 31.03.2023:
Regular – 1710
Contractual – 637
Consultants – 103
On Deputation – 75
Advisors – 37
Total – 2562

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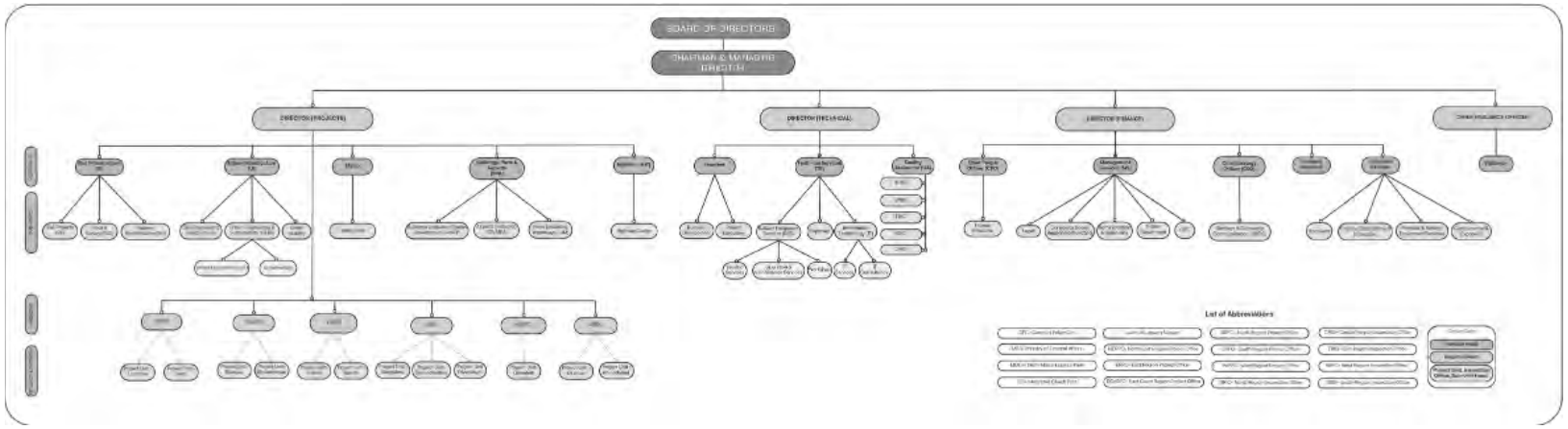
RITES ORGANISATION STRUCTURE



CHAPTER – II

GENERAL CONDITIONS OF SERVICE

The following general conditions of service apply to all the employees of RITES, besides the other Rules and Regulations, framed and notified in the other chapters of this Manual or in separate orders issued from time to time.

1 **Hours of Work**

(i) Employees of RITES work for eight hours per day from 9:00 hours to 17:30 hours with a break of half an hour for lunch from 13:00 to 13:30 hours from Monday to Friday (Saturday and Sunday being the weekly holidays) in the Corporate/ Registered office. The Site/field offices have 6 days-a-week working. The timing of the offices of all RPO/RIOs including Shikhar/Gurgaon and Srijan/Gurgaon will be from 9:00 AM to 05:30 PM with lunch break from 1:00 PM to 1.30 PM.

(RITES' Office Order No. PP/91/2022 dated 04.07.2022)

(ii) Every employee of the Company is expected to maintain strict punctuality of attendance and devote himself sincerely to the tasks assigned to him. Attendance of employees will be regulated as per Annexure-I. Employees need to get regularised Late-in, Early-out or absence by means of applying leaves or permission for official duty as the case be on SAP ESS by the respective Unit Head as detailed at Annexure-II.

(RITES' Office Order No. PP/91/2022 dated 04.07.2022)

(iii) Attendance registers or other methods of recording attendance such as those through face recognition / biometric / any other system for attendance or regularization through ESS systems will be maintained by all Divisions/ offices. Absentee statements will be sent by the Division/ office to the Personnel department for the regular employees and to the associate finance office in respect of contractual employees every month in order that no payment is made for unauthorized absence or for periods of leave without pay.

(iv) If the exigencies of Company's day-to-day business require that any employee, or a group of employees work outside the prescribed hours of work, they are expected to be available for such work. Compensation for working outside the normal working hours will be laid down by the management in the regulations notified for this purpose from time to time. However, while employees of all ranks are expected to serve the Company at all times without any specific compensation or overtime, employees working as Executive will not normally be entitled to any compensation

			or compensatory leave in lieu thereof for such working. The refreshment charges for staff working beyond regular office hours and/or on holidays shall be governed as per entitlement at Annexure-III. (RITES' Office Order Nos. PP/44/2019 dated 09.07.2019 and PP/48/2019 dated 26.07.2019)
Holidays	2	(i)	Apart from the weekly holidays the employees will be entitled to other annual holidays, notified at the beginning of every year either as gazette holidays or as restricted holidays to be availed of by individual employees according to the limits that may be prescribed. The Company will also observe the holidays that may be notified by the Government.
		(ii)	The regulations that may be issued to govern working outside the normal working hours will apply to attendance on weekly and annual holidays also.
		(iii)	Employees leaving the HQ shall obtain approval (written or electronic) from the Controlling Officer.
Record of Age and Date of Birth	3		Every employee shall declare on his first appointment in the Company whether by direct recruitment or deputation or otherwise, or being required to do so by the Management at any other time during his employment in the Company, his date of birth according to the Christian/Saka era, and produce confirmatory documentary evidence thereof e.g., matriculation or school leaving certificate. In the case of employees, who have worked in a Government Department or Undertaking or autonomous body before joining the Company, the date of birth as recorded in the records of such previous employer will be taken as the correct one. Once recorded in the Company's files after being declared and obtained in this manner, the date of birth will not be altered except to rectify clerical errors, if any, or except when substantial evidence is produced showing any other date of birth and the Chairman and Managing Director is satisfied that there is overwhelming justification to show that the date of birth as originally recorded was patently wrong and needs to be altered in the interest of justice to the employee concerned and that the employee has not himself unduly delayed his request for change of the recorded date of birth.
Information of Employee's Address	4		Every employee is expected to indicate to the management on first appointment his residential address and changes in it that may take place from time to time.
Transfer	5		Employees seeking transfer to a place of posting of their choice will be treated as having been transferred at 'their own request' and they would not been entitled to benefit of composite transfer grant or any other benefit as admissible on transfer on administrative grounds. Employees of RITES are liable to be transferred at the discretion

of Management from one job/ division/ station to another, with the provision that such transfers will not affect the pay, grade and seniority of the employee except when such transfer takes place incidental to a punishment duly imposed under the RITES Limited (Conduct, Discipline and Appeal) Rules, in which case pay, grade and seniority might be affected consistent with the punishment imposed.

5.1 Periodic review of employees working on sensitive posts for more than 4 years is to be carried out on annual basis by the competent authority in accordance with the policy notified from time to time. **Periodic Rotation**

6 **Resignation**

(i) An employee, both working on regular and on contract basis, may resign from his employment in RITES by giving notice of not less than three months of his intention to resign. In case of employees recruited through campus recruitment and those recruited as Graduate Trainees/ Graduate Executive Trainee will be covered by their specific terms and conditions of appointment during their period of probation / training.

(ii) While every effort will be made to accept the resignation within the stipulated period of receipt of notice, resignation will not become effective until it is accepted by the Management and the employee is relieved from the Company by a specific order.

(iii) Resignation of an employee, whose conduct is under investigation, will not be accepted. The authority competent to dismiss him in terms of RITES Ltd. (Conduct, Discipline and Appeal) Rules, 1980 may consider his case for acceptance on specific facts of the case.

7 **Superannuation**

(a) Every employee of RITES shall retire from employment in the Company on attaining the age of 60 years. Retirement will take place on the last day of the month, in which his date of birth occurs. However the employee whose date of birth is the first of a month shall retire from employment in the Company on the afternoon of the last day of the preceding month.

(b) Every employee on his retirement on attaining the age of superannuation or on voluntary retirement will be eligible for “Superannuation Gift” of the value indicated below, in addition to a suitable memento. An employee resigning after putting in 15 years of service in the company will also be eligible to such gift amount.

Sr.No.	Cluster	Amount of Gift
1.	Non-executive-I	Rs. 4,000/-
2.	Non-executive-II & III	Rs. 5,000/-

3.	Executive-I, II & III, IV, & above	Rs. 6,000/-

Every employee on his superannuation is entitled to a Farewell party and details of the expenses on this account would be as under :

Incidental Expenses (Shawl)	**Refreshment**
For all employees – Rs. 1,000/-	@ Rs.60/ per head for the employee posted in the concerned Office / Division, subject to the Maximum of Rs. 6,000/-

Premature Retirement Scheme on Voluntary basis

7.1 An employee can seek premature retirement on completion of 20 years of qualifying service in RITES (including services rendered in Government/PSU/Abs) and 55 years of age by giving minimum of three months prior notice in writing; subject to acceptance of this request by the Competent Authority. The premature retirement shall become effective only after it is accepted by the Competent Authority. The employee cannot presume deemed acceptance but shall require specific acceptance by the Competent Authority. Competent Authority can consider the request of the employee for curtailment of the notice period.

The Competent Authority has the discretion not to accept the request for such premature retirement on grounds of business requirements of the Company, need of trained and experienced manpower, deployment in CV based assignments requiring specific prior approval of Client or any other requirement of the Company.

An employee with 15 years of service can seek premature retirement on grounds of physical disability.

Employees retiring under this scheme shall be entitled to the retirement benefits at par with employees demitting office on superannuation.

An employee retiring under this scheme will not be eligible for re-employement or reengagement in the Company.

The Competent Authority for acceptance of Premature Retirement in respect of NE staff and Executives in Cluster-I shall be Director concerned and for other Executives in Cluster-II and above; CMD will be the competent authority.

Following categories of employees will not be covered under the Scheme:

a) Employees under suspension

b) Employees in respect of whom disciplinary action has been

initiated by issue of chargesheet till the proceedings are closed

c) Employees in respect of whom prosecution for a criminal charge in a matter related to the Company is pending or sanction for prosecution has been issued or a decision has been taken to accord sanction for the prosecution

d) Employees against whom an enquiry/investigation on allegation of corruption/bribery or misconduct is in progress either by CBI or any other external agency.

The request for premature retirement shall require its specific acceptance and it's communication of such acceptance in writing. The employee cannot presume of it's deemed acceptance.

The Management reserves the right to suspend or withdraw this scheme at any point of time as per the requirements of the Company.

Functional Directors and CMD are authorised to make suitable changes in the scheme based upon requirements of the Company.

(Office Order No: PP/28/2020 dated 15.07.2020 & OO No PP/33/2020 dated 06.08.2020)

8 RITES regular employees on completion of 10/20/25 or 30 years of continuous service in the Company as on 30th June and 31st Dec. of every year are considered for Long Service Award (LSA) with cash, subject to following conditions: **Recognition for Longer Service**

8.1.1 The employee should have earned last 3 APARs with grading as "Good or above" (i.e. atleast 60 marks) in each of the APAR.

8.1.2 Period of Extra Ordinary leave (EOL) is excluded in counting the qualifying period. Employee after returning from Extra Ordinary Leave has to earn three APARs to be considered for the award. **Employee on Leave**

8.2 Employee whose lien is held with the company, but is not on the roll of the company, is treated at par with those availing Extra Ordinary Leave.

8.3 (a) Minor Penalty - In case, the employee has been imposed with a minor penalty, there is no effect on his eligibility. **Employees Facing D&AR Cases**

(b) Major Penalty - LSA is withheld if any major penalty case is contemplated/pending against the employee. In case, the employee has been imposed with a major penalty, LSA is withheld during the currency of period of penalty and till further three years cooling off period after the punishment is over.

8.4 The employee should be free from vigilance angle.

8.5 The employee must be on the roll of the company at the time of sanction of award; however, those employees who were otherwise eligible but have retired on superannuation before sanction of LSA are eligible for the same.

8.6 Period of service spent on contract by a contract employee who is subsequently regularized is considered for eligibility for receiving LSA.

LSA is withheld if the employee does not meet any of the above stipulations and he becomes eligible soon after his fulfilment of above conditions. To further clarify, in case an employee is not eligible on account of poor ratings in APAR or is not eligible on account of cooling off period after punishment not yet over, his case is considered again after every six months to see if he/she has become eligible or not. If not, his case is held up and is again reviewed after 6 months.

The present rates of long service reward for the varying scale of years of service is as under:

Level of Employee	10 yrs of service	20 yrs of service	25 yrs of service	30 yrs of service
ED	7500	11000	14500	18500
GGM	7000	10500	14000	18000
GM	6500	10000	13500	17500
AGM / JGM / DGM	6000	9500	13000	17000
Sr.MGR	5500	9000	12500	16500
MGR / AM / ENGG	5000	8500	12000	16000
STA / SO	4000	7500	11000	14500
TA / Sr.Asstt.	4000	7000	10000	13000
Sr.DEO / Fitter	3500	6000	8500	11000
Asstt / Tech. / Jr. Asstt. Etc.	3500	5500	7500	9500
Office Attendant – I	3000	5000	7000	9000
Office Attendant – II	3000	4500	6000	7500

Seniority

9.1 The seniority of all Company employees in RITES is determined under the following principles and guidelines :

Direct Recruitees

9.1.1 (i) All candidates selected through Direct Recruitment shall be given an offer of appointment indicating to join the Company within a specified time period.

The candidates who join their duties within the date specified in the offer letter, their seniority shall be fixed on the basis of their inter-se panel positions.

(iii) The seniority of those candidates who seek extension in date of joining and join within three months from the date

specified in the offer letter, he/she retains seniority in the panel position, else, he/he becomes junior to those who have joined within the specified period.

(iv) The inter-se seniority between Recruits and Promotees shall be determined with respect to the date of their joining subject to (i) above.

(iv) In case, the Direct Recruit and Promotee join the same day, the inter-se seniority shall be on the alternate basis; first point assigned to a promotee then next to the direct recruit and so on.

9.1.2 The seniority of an employee on absorption would be assigned from the date of joining RITES on deputation or otherwise, in case the grade/post of the absorption is identical with the parent cadre post/grade held by him in a substantive position. However, in case where a deputationist has been absorbed in a higher post/pay scale than his substantive parent cadre post/grade, he would be assigned seniority from the date of his absorption in the company. **Absorption**

9.1.3 The seniority of staff on promotion to a higher grade shall be based upon their inter-se panel position, subject to their joining the promotion post within a reasonable time. **Promotion**

9.2 Anomalies and difficulties arising in the implementation of these guidelines will be resolved by the CMD equitably.

9.3 In accordance with the above guidelines separate seniority lists would be issued and updated in respect of different seniority groups from time to time.

10 Company employees on the eve of their leaving the organisation due to superannuation/resignation/termination are issued a 'Certificate' of service at the request of the employee in the prescribed format from the Corporate Office. **Service Certificate at Separation**

11 The following guidelines would be applicable in considering requests of company employees working in regular posts for forwarding applications for outside jobs: **Forwarding of Applications for External Employment**

(i) No application of an employee would be forwarded for jobs outside until he / she completes two (2) years of service in the Company.

(RITES Office Order No. PP/50/2020 dated 27.10.2020

(iii) Subject to above, applications of employees for jobs outside would be forwarded only on the specific recommendation of the Unit / Regional / Vertical Head under whom the employee is working. The Unit / Regional / Vertical Head will certify that the ongoing jobs would not be adversely

affected in the event of the employee concerned getting selected and deciding to resign from service.

(iv) Applications for deputation to other organisations will be forwarded only in those cases vice whom the Units do not need replacement.

(v) Normally not more than two applications per calendar year would be forwarded in the case of a Technical Personnel

(vi) For GMs and above, personal approval of Chairman and Managing Director would be necessary. Applications in the case of all other technical personnel and middle management and senior officers of the non-technical categories would be forwarded, with the approval of the Director concerned. In the case of Junior non-technical personnel like Secretaries I Personal Assistants, Office Assistants, Messengers etc., such applications may be forwarded with the approval of Group General Manager (HR).

(vii) Requests for forwarding of applications for jobs outside should be routed through the ED/GGM concerned with his endorsement to the HR Dept. of Corporate Office, for further processing.

(viii) Applications for jobs in private organisations would not be forwarded by the Company.

(viii) Employees working on contract basis do not require NOC for this purpose.

Scheme for Membership of National/ International Institutions

11.1 To encourage RITES officials to become members of National/ International Institutions for improving their professional standing and commitments, to compete with the domestic and international competitors and to improve the quality of service to the client, it has been decided that executives of the company may be permitted to join membership of one National and one International Professional body.

With effect from the financial year 2016-17, reimbursement of entry fee (once only) and annual fee of membership of professional bodies will be allowed to all regular employees at the level of executives including Deputationists (during deputation period only) with the approval of concerned Director as per the following limits

i) Maximum limit of reimbursement for Executives of the level of JGM and below (Executive Cluster-I and II) is Rs 15,000/- per annum.

ii) Maximum limit for Executives of the level of AGM and above (Executive Cluster-III and above) is Rs 20,000/- per annum.

iii) Reimbursement against Life Membership in National Institute will be made annually equivalent to the amount of yearly subscription of the institute, for which life membership payment has been made by the employee, till the entire amount has been recovered by the member or till the time he is on the rolls of the company, whichever is earlier. This includes those on deputation as well in order to claim for this reimbursement, the annual subscription payment schedule of the concerned national institute should be furnished.

Since this reimbursement is limited to only those employees who become members of the professional bodies, the reimbursement would not be admissible to all employees, hence this item has been delinked from the basket of allowances.

Executives may send full details in the enclosed proforma (Annexure A) to GGM (HR) duly recommended by their Controlling Officer for obtaining sanction of the competent authority.

(Office Order No PP/43/2016 dated 14.07.2016)

12 **Assignments with World Bank, ADB, ESCAP, etc.**

Wherever applications are forwarded through RITES for foreign assignments with a foreign Govt. international funding agency, like World Bank, ADB, ESCAP etc., lien up to two years extendable to three years under special circumstances can be allowed. Wherever the application is not routed through RITES or prior permission not obtained, the officer should resign and go. Applications for foreign assignments in private sector will not be forwarded.

Lien for foreign assignment will be as per terms given below:

(i) The officer shall remit lien charges to RITES at the rate of :

(a) 25%of the fee received by him, where the assignment is for a period of 90 days or less.

(b) 10% of the fee where the assignment is for a period of over 90days.

(c) 5% of the fee where the assignment is purely in academic field other than World Bank, ADB, ESCAP etc.

(ii) The above remittance must be made to RITES every year for the financial year ended on 31st March latest by end of April of that year. In case of late payment of fee the officer shall pay the fee due along with interest @11% per annum and also the loss on account of foreign exchange variation to RITES.

(iii) In case of default in payment, lien will automatically stand terminated without any notice. Notwithstanding the termination of lien, the lien charges, interest and exchange variation due from the officer shall be recoverable from any

payments due to the officer for the services rendered to the company.

(iv) No PF subscription will be collected from the officer concerned nor will company contribute towards PF account of the officer during the period of his assignment. The other provisions with regard to contribution to a welfare or superannuation scheme in addition shall be as notified in the relevant scheme from time to time.

(v) In cases where the officer is paid gratuity by his foreign employer for the period spent in foreign employment, no gratuity will be paid by the Company. The period of therefore, not be counted for calculation of the gratuity payable by the Company.

(vi) No salary shall be drawn by RITES and no leave shall be credited to the leave account to the officer for the period of his assignment.

(vii) The period of lien while on permitted foreign assignment would be considered for purpose of 'seniority' only and not for any other purpose. To be eligible for promotion, the employee has to earn atleast one APAR in normal course if the period of foreign assignment is above one year but less than three years. In case the assignment is for three years and above, the employee concerned has to wait to earn at least two APARs after joining to be eligible for selection. Only on earning these one or two APARs, as the case may be, the employee could be considered for selection for promotion.

13 If selected for promotion, the officer would maintain his seniority in the promoted cadre/post over his juniors, but financial benefits arising out of promotion would accrue from the date of joining the promoted position only. In case the officer fails in the selection, he would lose his right of seniority.

Board Level Appointments

14 The Company will permit retention of lien for a period not exceeding 5 years to its employees holding posts below the Board level on appointment to the posts at the Board level within the Company or any other Central PSU.

Deputation

15 In respect of Secondment of Officers against various projects abroad, the terms & conditions are finalised based on the commercial terms on project to project basis.

NOCs for Issue/Reissue of passport and Foreign travel / obtaining VISA

16 Requests seeking NOCs for Issue / Re-issue of passport and Foreign travel / obtaining VISA should be submitted at least 30 days in advance.

(RITES' Office Order No. PP/24/2022 dated 17.02.2022)

i) Level from which application seeking NOC for passport is to be forwarded:
1. Non-executives – Unit Head not below the rank of GGM
2. Executives – Vertical Head not below the rank of ED
3. EDs & Directors – CMD

ii) Approval for obtaining No Objection Certificate (NOC) for foreign visit by any individual employee on private capacity will be given at the following level :

i. Non-Executive Staff - Executive Director (Vertical Head)
ii. Executive Staff - Director Concerned
iii. Directors, EDs/Vertical Head, Regional Head of RPOs - CMD

Applications for both the above purposes shall be forwarded by the controlling officer to HR Dept., which after obtaining Vigilance and D&AR clearance shall seek approval of the competent authority as indicated above and issue NOC/ approval as required in each case.

(RITES' Order No. PERS:03-01:2004 dated 22.06.2004 and Office Order No. PP/137/2022 dated 12.12.2022)

Proforma at Annexures – IV and V

17 Interpretation of the above provisions vests with the CMD whose ruling will be final.

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Annexure-I
(under Rule 1(ii))

Regulation of Attendance of Employees

Sn	Arrival Time	Depar-ture Time	Frequency	Leave Adust-ment
1.	8:45 hrs	17:15 hrs	Early departure for every arrival within the given time period is permitted on same day only	---
2.	Up to 9:15 hrs	17:30 hrs	---	---
3.	From 9:16 hrs. till 09:30 hrs.	17:30 hrs	The employee can make up the timing within the same week by sitting late beyond 17:30 hrs. Incident of cases of at-tendance beyond 9:16 hrs; where employees do not compensate the timing by late sitting would get added to item no. 4 below	Nil
4.	09:31 hrs. to 10:00 hrs or leav-ing between 17:00 hrs. and 17:30 hrs,	---	For every 3 events	½ CL

5.	a) Absence during day (excluding arrival al & departure time as covered under 1 to 4 above) between 45 minutes to an hour will be dealt as per item 4 above. b) Absence from more than 1 hour – 4 hours including late arrival, early departure or in between the office hours.		On each occasion	½ CL
6.	Absence for more than 4 hrs.	---	On each occasion	Full day

In case no balance CL left in leave account of an employee. LAP for full day shall be debited in lieu of each case of ½ day CL or full day CL

(RITES' Office Order No. PP/91/2022 dated 04.07.2022)

Annexure-II
(under Rule 1(ii))

Regularisation of Late-in, Early-out or absence by means of applying leaves or permission for official duty on SAP ESS by the respective Unit Head

i) When employee is out of office for official work or comes late or leaves early due to official work, it shall be duly approved by his/her Unit Head

ii) When employee is on leave: Employee intending to avail leave like CL, EL, RH, LHAP and Medical should apply for such leave online through ESS and leave due will have to be sanctioned by ted competent authority through ESS only. In case of sanctioned leave, the records shall get updated automatically. In case of any other kind of leave, the attendance would have to be regularized with the help of the leave desk in the Personnel branch.

iii) Regularisation of attendance in case of tour/duty etc shall be done through SAP ESS only.

iv) Employees at the level of GGM can self-approve the absence/late-in/early-out. However, their leaves will continue to be approved by the respective reporting officer.

v) The attendance data can be seen by the employee in the ESS portal. They can get it regularized in ESS portal itself in case an employee is on duty/tour etc.

vi) Attendance regularisation of previous month must be completed by 10th of subsequent month.

vii) Unit Heads can approve regularisation of attendance of employees by 15th of every month. Mass attendance regularisation has been made available in the ESS/MSS portal. All Unit Heads can use this option to regularise attendance of their employees in one go.

viii) The pending requests for regularisation would be cancelled automatically by the system on 16th of every month which will result in deduction of leave/LWP.

ix) Employees being temporarily transferred to site by Unit Heads will have to get the attendance regularised.

x) The gap between the date of joining and biometric registration In case of new joining employees will have to be regularised.

xi) The above system shall be followed by all the employees'

upto the level of IDA Pay scale in E8.

Vertical / Regional / Unit Heads are requested to ensure that staff working under their control marks attendance through Biometric-cum-face recognition machines and adhere to the office timings strictly.

(RITES' Office Order No. PP/91/2022 dated 04.07.2022)

Annexure-III
(under Rule 1(iv))

Entitlement for Refreshment Charges

1. The rates of refreshment charges admissible on per day basis, to staff working beyond regular office hours (7:30 pm or beyond) on any working day and / or attending office on weekly off / gazette holidays for at least 5 hours, shall be as under:

Sr. No.	Category of staff	Rates (Rs.) for late sitting on working days	Rates (Rs.) for attending office on weekly off / National / Gazetted Holidays
1	NE-I	150.00	225.00
2	NE-II & NE-III	200.00	300.00
3	E0 & E1	220.00	330.00

2. The monthly upper ceiling limit of reimbursement shall be as under

Sr. No.	Category of staff	Monthly upper ceiling limit
1	Driver	Rs. 3500/-
2	Other staff posted in Metro / Cities classified as "X"	Rs. 2500/-
3	Other staff posted in Non-Metro / Cities Classified as "Y" & "Z"	Rs. 2400/-

i) The above upper limit shall not be applicable for Drivers/ staff posted with Executive Directors and above. In respect of others the upper ceilings shall be applicable.

ii) ED (CS) shall be the signing authority for bills submitted by Drivers and other staff working with CMD and Directors.

iii) Respective Executive Directors would be authorized to approve the claims of drivers/staff posted with them.

iv) Unit Heads would be authorized to approve such claims within the prescribed upper limits only.

3. Reimbursement claim shall be submitted with the following certification issued by officer concerned:

“I am personally satisfied that the claims are correct and working beyond office hours was considered necessary in the best interest of the Company.”

4. Record of booking staff for late sitting/attendance on weekly off/ National/Gazetted Holidays Saturdays shall be maintained with the approval of an officer not below the rank of GGM on a day to day basis. For booking of staff on Sunday, or, Gazetted holidays, prior approval of the Director concerned would be required.

5. In case of those Messengers/Field Helpers who are detailed to report for duty at 08:30 hrs for opening/dusting the office rooms are entitled to claim conveyance / refreshment charges if they have worked up to 19:00 hours. Similarly, those drivers who are required to report to the nominated garages in advance in the morning, a maximum of one hour shall be added to their closing duty hours.

6. Employees in Executive categories will not be entitled for reimbursement of conveyance expenses for late sitting on working days. However, executives in E0 & E1 would be entitled to reimbursement of refreshment charges only on weekly off/National/ Gazetted Holidays as per clauses 1 & 2 above. They shall not be eligible for CCL.

7. Those employees in NE-I, NE-II and NE-III clusters who claim CCL for attending office on weekly off/National/Gazetted Holidays shall not be entitled to the reimbursement.

8. The above shall apply to staff posted in all the offices including Corporate Office(s), Regional Project Offices and Regional Inspection offices.

9. The staff attending office at Project sites/Field Offices who are not in receipt of CTA/Project Allowance, observing six days working a week, shall be entitled for payment on holidays only i.e., for Sunday and National /Gazetted holidays, as the case may be.

(RITES' Office Order Nos. PP/44/2019 dated 09.07.2019 and PP/48/2019 dated 26.07.2019)

Annexure – IV
(under Rule 16)

प्रोफार्मा–पासपोर्ट जारी करने के लिए अनापत्ति प्रमाणपत्र
PROFORMA- NOC for Issue of Passport

1) नाम/पदनाम/प्रभाग / Name/Designation/Division
2) पुत्र/पुत्री/श्री... / Son/Wife Of Sh....
3) अस्थायी/स्थायी / Temporary/Permanent
4) समाहित/प्रतिनियुक्ति पर / Absorbed/Deputationist
5) राईटस में कार्यग्रहण की तारीख / Date of joining RITES
   क. प्रतिनियुक्ति पर / On Deputation
   ख. नियमित आधार पर / On Regular basis
   ग. समाहित होने पर / On Absorption
6) वर्तमान पद / Present Post
7) पहचान पत्र संख्या / Identity Card No.
8) कर्मचारी संख्या / Employee No.
9) कार्यालय का पता / Office Address
10) संपर्क नम्बर–मोबाइल, एक्सटेंशन एवं ई–मेल आईडी / Contact No.- Mobile, Extn. & email id
11) नए पासपोर्ट/पुनः जारी कराने के लिए अपेक्षित एनओसी / NOC required for fresh/re-issue of Passport
12) अपेक्षित दस्तावेज / Documents required
   क. 2 फोटोग्राफ / 2 Photographs
   ख. पहचान पत्र की प्रतिलिपि / Copy of ID card
   ग. पुनः जारी करने के लिए वर्तमान पासपोर्ट की प्रतिलिपि / Copy of existing passport in case of re-issue

हस्ताक्षर/तारीख
Signature with Date

टिप्पणीः पीएंडए के पत्र संख्या पर्स 03.01.2004, दि. 22.06 2004 के संबंध में आवेदन किस स्तर से अग्रषित किया जाना है।
NOTE : In terms of HR Dept. Letter No. PERS:03-01:2004 dated 22.06.2004, Level from which application is to be forwarded:

1. गैर कार्यकारी–एसबीयू प्रमुख जो महाप्रबंधक के रैंक से कम

नही हो Non-executives – Unit Head not below the rank of GGM

2. कार्यकारी प्रभाग प्रमुख / Executives – Vertical Head not below the rank of ED

3. कार्यकारी निदेशक एवं निदेशक–अध्यक्ष एवं प्रबंध निदेशक / EDs & Directors - CMD

Annexure – V
(under Rule 16)

(Proforma for Seeking Prior Permission by RITES Employees for Private visits to abroad

1. Name /Designation/Emp. No.

2. Basic Pay

3. Division/SBU

4. Passport No.
5. Contact No.: Mobile No./Extn. No. & email id

6. Details of private foreign travels to be undertaken

7. Period of travel

8. Name of foreign countries to be visited

   a.
   b.
   c.

9. Purpose

10. Estimated expenditure giving break up viz.

    a. air tickets
    b. lodging, boarding
    c. visa charges
    d. Misc.

    Where the official is staying with a relative/friend, sponsorship letter may be furnished indicating the details of expenditure to be borne by the sponsorer. (Enclose as Annexure)

11. Sources of funds
    (enclose copy of bank statement of persons bearing expenses)

	Amount	Source
i)		
ii)		
iii)		
Total		

Note : On case to case basis, additional information/ documents may be sought.

12. Details of private foreign travel undertaken during the last four years :

a. Period of travel
b. Names of countries visited
c. Purpose

13. Period of leave applied with nature of leave (enclose proof of leave sanctioned through ESS Portal)

Signature with Date
Name/Designaton

Annexure A

APPLICATION FOR REIMBURSEMENT OF MEMBERSHIP FEE PAID TO PROFESSIONAL INSTITUTES

	NATIONAL	INTERNATIONAL
1	Emp. No., Name, Designation	
2	Grade (Pay Scale)	
3	Academic Qualification	
4	Division/Sub-Unit & Place of Posting	
5	Name of National/International Institute	
6	Amount of Membership Fee Paid and/for the FY	
7	Proof of payment made (In-voice/Receipt No. & Date)	
8	Amount claimed/Admissible for reimbursement.	

Date:

Signature of Claimant
Emp No:

Controlling Officer

GGM (HR)

GGM (FE)

CHAPTER – III

ENTRY INTO ORGANISATION – RECRUITMENT RULES

These Rules are called the RITES Limited Recruitment Rules.

1.1 These Rules are designed:

Objectives

(i) To enable the Company to plan its manpower requirements in order to meet the organizational objectives and needs; and lay down rules and regulations for entry to the organisation

(ii) To obtain and retain the right human resources talent of appropriate skills, knowledge, aptitude and merit which will enable the Company to grow and develop into a premier consultancy organisation.

2.1 **Definitions**

(i) 'Company' means RITES Limited.

(ii) 'Appointing Authority' means the Board of Directors, Chairman & Managing Director (CMD) or any other Executive, to whom the power in the Schedule of Power as amended from time to time, of making appointment to any post or a specified category of posts has been delegated with the approval of the Board of Directors or Chairman & Managing Director/ Managing Director.

3.1 The employees are generally classified as under:

Classification of Employees

(i) Regular
(ii) Contractual
(iii) Consultants / Experts/ Advisors

3.2 'Regular' employee is an employee who has been engaged in a vacancy on regular establishment of the Company and who has satisfactorily completed his probationary period of service. The term also includes those who are taken on deputation from a Government Department, or Undertaking whether permanently absorbed or not.

'Probationer' is an employee who is recruited with a view to being considered for appointment on the regular establishment of the Company, but his services have been put on probation before confirmation.

'Graduate Trainee' is an employee who has been engaged for consideration for appointment on the regular establishment of the Company, but presently is on training and would be considered for placement on regular basis.

3.3 'Contractual' employee is an employee appointed on the basis of a

contract of appointment for a specified period, and / or, assignment, or, a project.

3.4 'Consultant' or 'Advisor' an employee who has been appointed on the specified terms and conditions normally after superannuation for a specified period, and / or assignment or project

Modes of Appointment

4.1

(i) Promotion from lower post/ pay scale in accordance with the promotion policy of the Company.

(ii) Direct recruitment from open market through press advertisement, or by way of Campus recruitment, or by way of GATE Score, or by walk-in-interview or internal induction by issue of internal circular/notice.

(iii) Deputation and Permanent absorption from Government/ PSUs/ Autonomous bodies etc.

(iv) Staff engaged for specific period for special assignments or projects, if inescapable, from retired employees.

(v) Engagement on contract basis for a specific period for a project/ assignment.

(vi) Regularization of contract employees against regular cadre/ post of the Company.

Direct Recruitment

5.1

(i) The grades and categories of positions, to which direct recruitment is generally done are specified in Annexure - A. In the initial recruitment grade the quota for direct recruitment is defined; there is no specific quota of vacancies prescribed for recruitment from outside in higher grades / posts. Though the Company would like to provide maximum opportunity for its employees to grow within the organisation by acquiring the necessary qualification, skills, knowledge and training, even so, the Company may recruit from open market to any positions depending upon its requirements with the recommendations of the Director concerned and approval of CMD. Such open recruitments can be in any grade whether indicated in Annexure - A or not.

(ii) Recruitment of personnel will be made from open market after inviting applications from candidates satisfying the job specifications, through advertisements in selected newspapers having good circulation in the various regions of the country.

Based upon the requirements, the newspapers can be selected by the competent authority. As per extant rules, HR advertisements with regard to recruitment are to be published in one English, one Hindi and one Regional /

Hindi language newspaper. In order to ensure fairness & considerable reduction in costs, advertisements may be released on rotation basis to newspapers.

The detailed advertisement will be placed on the web site of the company for information of candidates. The advertisement will indicate the job title, no. of vacancies, qualifications, experience areas and number of years of experience, age limit and other salient aspects of the job and also the pay scale, allowances and the benefits afforded by the Company. The reservation of vacancies provided for Scheduled Castes, Scheduled Tribes, Other Backward Classes, Ex-servicemen, Physically disabled, Economically Weaker Section (EWS) and any other class of persons will also be indicated. The advertisement will also indicate a format of application form with a nominated officer of the Company for intending candidates to apply.

(iii) The level and methods of induction in Executive Cluster shall be as under:

a. 30% of vacancies shall be filled up by fresh Graduate Engineers inducted in E–1 (Rs. 40000-140000) grade through GATE score / campus selection/ written test followed by interview to be conducted by the company. Post Graduates (MBA from IIMs/ MDI/ XLRI etc), CS/ CA/ CMA or PG Degree in Engineering shall also be inducted in E–1 grade.

b. 50% of Vacancies shall be filled up in E-1 IDA scale from open market with candidates having experience. Selection from serving Contract Employees in the company to the extent of percentage of vacancies notified shall also be part of this induction quota.

c. The above induction would be done through written test followed by Interview and the relative weight age of factors of assessment shall be as issued from time to time. The focus of the Written Test shall be on practical experience of the employees wherever experience is one of the requirement.

In case of GATE and campus placement selection shall be based upon interview only. The recruitment shall be done on the basis of interview only where professional qualifications like CA/CS/CMA/MBA (IIMs, MDI/ XLRI etc.) etc. are required.

d. Disciplines for which recruitment is to be done and the number of vacancies will be reviewed every year on the basis of company requirements and recommended by Director concerned with the approval of CMD.

Recruitment can also be done at other levels as per the requirement as approved from time to time with criteria of selection and factors of selection as laid down in the policy.

e. Vacancies upto 20% in Executive Custer-I shall be filled up by promotion from regular employees, out of which 10% vacancies will be filled up through open departmental competitive examination and balance 10% shall be filled up by normal promotion process in E-0 as laid down in the promotion policy.

f. Percentage of vacancies to be filled up by any of the above mentioned modes of induction can be increased/ decreased by the Management depending upon functional needs. Detailed terms & conditions for open departmental selection shall be notified separately. CMD shall have the authority to interpret these rules and his decision shall be final in this regard.

g. Reservations for SC/ST/OBC(NCL)/PWD/ Economical weaker section shall be done as per applicable rules.

h. **Induction in non-executive clusters will be done only at the lowest induction levels of NE III and NE II i.e., N6 and N3**

Selection Procedure for Direct Recruitment

6.1 (i) The requirement of personnel shall be obtained once a year in the form of standard indent as per Annexure - B approved by concerned Executive Director. Instead of sending the manpower requirement in piecemeal or at different point of times, all SBUs shall send their requirement of each year (taking into account their existing and estimated requirement) in one go in the said format by 31st March. Vacancies in the regular cadre shall be assessed every year as on 1st of April by Promotion Desk and recruitment in that year shall be against the vacancies so calculated as under:-

a) Vacancies existing as on 1st April of the year.

b) Anticipated vacancies during next 12 months due to retirement, voluntary retirement, resignation, leave based upon experience average of past three years.

c) Personnel Department shall consolidate demands received from EDs. It will also assess the availability of trainees, those likely to join on deputation or on absorption from Government Departments/ Public Sector Undertakings, the number of Contract staff

likely to be regularized and the number of Company staff likely to be available by promotion. Based on the demand and likely availability, the consolidated requirement will be put up by the Personnel Department to the Appointing Authority (CMD) through the Director concerned for consideration and approval.

(ii) Selection criteria for Direct Recruitment

A. Factors of assessment with relative weight age shall be as under:

(a) For Non-Executive Posts Written test 100% marks

(b) For posts upto Senior Manager (Selection based upon Written Test plus Interview) where experience is not **required :**

1) Written Test 80 Marks

2) Interview
Technical & Professional proficiency 10 Marks
Personality Communication &Competency 10 Marks

(c) For posts upto Senior Manager (Selection based upon Written Test plus Interview) requiring experience:

1) Written Test 60 Marks
2) Interview
Technical & Professional proficiency 30 Marks
Personality Communication & Competency 10 Marks

(d) For posts of DGM and above (Selection based upon Interview)

1) Interview
Technical & Professional proficiency 65 Marks
Personality Communication & Competency 35 Marks

Syllabus for written test	In cases where experience is required, the syllabus and questions in the written test shall be oriented towards practical work experience on different type of projects / relevant work areas especially for the types of projects works/ sectors being serviced by RITES

The assessment under Factors like Technical & Professional proficiency, personality, communication and competency shall be done by the Selection Committee.

Written Test shall consist of 125 objective type questions carrying one mark each for a duration of 150 minutes. There shall be no negative marking system applicable and therefore, no marks shall be deducted in case of an incorrect answer.

In case of open advertisement for recruitment in specialized field of Railways, the Railway officers applying against these posts shall be subjected to interview only.

B. A minimum of 50% marks (45% for SC/ST/OBC/PWD against reserved posts) in written test and a minimum of 60% marks (50% for SC/ST/ OBC/PWD against reserved posts) in interview will be required to enable the candidate to be considered for placement on panel. There will be no minimum qualifying marks required in the aggregate.

(a) Candidates upto six times of vacancies shall be called for interview as per merit of written test subject to a minimum of 50% marks in written test (45% for SC/ST/OBC/PWD against reserved posts).

(b) The overall merit list will be drawn as per respective weight age of factors of assessment and the selection committee will recommend the panel of successful candidates, in order of the total marks awarded, to the competent authority for its approval.

(c) Recruitment to posts on CV based assignments on contract basis where requirement is long years of experience and CV is to be approved by the client may be done based upon interview alone.

(d) CMD and Directors concerned will have the power to waive off the conduct of written test in CV based/ other recruitment cases for reasons to be recorded in writing.

D.1 Open Market Recruitment

(i) To the extent, recruitment is authorized by CMD, the advertisement indicating the number of vacancies in each grade, eligibility criteria, minimum qualification, minimum total/ relevant experience and age limit (if applicable) would be issued.

The notification would also indicate that “In case the number of candidates satisfying minimum eligibility criterion is high,

the candidates to be called for interview may be shortlisted on the basis of an objective criteria i.e. written test, and/ or, the eligibility criterion could be enhanced and/ or the candidates could be called for selection on the basis of desirable qualification/ higher educational qualification/ post qualification experience etc as approved by the Competent Authority depending upon facts and circumstances of the case".

(ii) The applications received will be screened to ascertain whether the candidates meet the eligibility criteria prescribed in the advertisement or not.
A short-listing committee of 2 members i.e. one from the discipline concerned and one from Personnel Department will be nominated for scrutiny of applications by the respective EDs. The committee may consist of 2 serving/ retired official or Consultants/ Experts of appropriate rank working in RITES. The recommendation of the shortlisting committee (if the committee consists of retired officials only) shall be test checked by a committee of one Personnel officer and one departmental officer to the extent of 10% of applications if total applications are 100 or more and 15% in case applications are less than 100 from the applicants.

Such officers may also be paid honorarium as approved from time to time.

The duties of the Committee would be as defined from time to time, the present one being annexed at Annexure – C.

Competent authority for approval of the shortlisting of candidates would be:

Posts in Cluster	**Authority**
Non Executives	ED
Executive I	ED
Executive II	Director
Executive III & above	CMD

(iii) The shortlisting of candidates meeting the eligibility criteria would be drawn out as per following norms.

While it may be appropriate to afford opportunity to appear in the selection to all the applicants fulfilling the minimum prescribed qualifications, the mere possession of these qualifications will not confer a right on any candidate to be called for the selection and the Company may restrict selection to the more meritorious of the applicants through an appropriate process of initial screening.

In case of selection based upon written test or written test & interview, all eligible candidates may be called for written

test and the candidates to be called for interview would be limited to 6 times the number of vacancies based upon the marks of the written test.

Where selection is on the basis of interview alone, all eligible candidates may be called for interview.

The number of candidates to be called for selection could be varied in individual cases depending upon specific circumstances and requirements, as decided by CMD.

(iv) A Selection Committee of atleast 3 members with one member from the discipline concerned and one member from Personnel Department shall be nominated by the Appointing Authority. The committee would be at an appropriate level keeping in view the scale / grade of recruitment being undertaken (minimum two level higher than the scale / grade of recruitment), but in no case shall be at a level lower than DGM level. One member of the Committee shall be from SC/ST category, one from OBC category and one belonging to a minority community. One of the members should be a lady. If no officer belonging to these castes/ communities is available within the Company, efforts will be made to associate an officer of these castes/ communities from outside. The serving/ retired officers from other CPSEs/ Government Department can be associated.

Such officers may also be paid honorarium as approved from time to time.

(v) The selection committee will hold the Interviews and award the marks on Technical, Professional proficiency, Personality, Communication & Competency and would submit the same to P&A for preparation of panel of successful candidates on the basis of marks secured by them as laid down in factors of assessment and forward the panel for consideration and approval by the competent authority.

In the event of two or more candidates securing the same marks, then their names in the merit list will be arranged in a manner that the person older in age will be placed above the person younger in age.

(vi) After the Competent Authority has approved the panel, appointments will be made of the selected candidates in the order in which their names appear in the panel and as per roster points, subject to their:-

(a) being found medically fit for appointment in the Company by the medical officer authorized by the Company. The medical fitness standards as

prescribed in Indian Railway Medical Manual (IRMM) for the relevant post will be applicable. The format for medical examination as prescribed by the Government will be followed.

(b) character and antecedents being verified by the Company and his being found to be fit for employment in the Company in all respects. The format for verification of character and antecedents as prescribed by the Government will be followed. In cases of adverse report, he/ she will be discharged from employment.

(vii) There could be some cases, where the cost and time involved in the normal procedure of recruitment through advertising would be disproportionately high in view of very limited number of posts or short duration of the project work requirement or where the requirements are so urgent that the normal process of advertisement cannot be followed.

Such specific cases would be put up to the Appointing Authority with proper justification for recruitment through Walk-In Interviews or Search-cum-Selection as a special case.

(viii) The panels formed shall be valid for a period of two years from the date of its approval by the Competent Authority and it will cease to operate after a period of 2 years unless specifically extended by the Competent Authority for a further period of not exceeding 12 months.

D.2 Recruitment through GATE

In case of recruitment of GETs through GATE score, the scheme of relative weightage would be as under :

Criteria	**Weightage**
GATE Score	75%
Interview	25%
Total	100%

Based upon the review of the scheme from time to time, the suitable modifications can be made in the scheme by the functional Directors with the approval of CMD. The qualifying criteria would be minimum 60% marks (50% for reserved category candidates against reserved posts) in interview. The overall merit list will be drawn as per respective weightage of factors of assessment and the selection committee will recommend the panel of successful candidates in order of the total marks awarded subject to reservation of posts, to the Competent Authority for approval.

The candidates will be appointed initially on training for specified

period and paid emoluments as approved from time to time in the regular IDA pay scale. All such recruits are required to execute a bond and submit surety for serving the Company for a minimum specified period.

D.3 Campus Recruitment

This method of recruitment will be normally restricted to meet urgent requirements of the Company or for filling up of vacancies in specialized fields such as Structural Engineering, Design Engineering, Geo.Tech. Engineering, Environmental Engineering, T&T/T&E Engineering, Rolling Stock Design, Human Resources, Finance, Company Secretary etc. and any other area to be decided, identified and approved by CMD.

(i) Number of candidates to be selected will be based on the requirement duly approved by the Director concerned and within the regular cadre approved by CMD.

(ii) CMD would approve, depending upon the spread of business, the names of institutes from which the recruitment may be done and the number to be recruited from each such institute.

(iii) The salient features of the procedure to be followed for campus recruitment would be as follows :

a) The committee will short-list for each institute the candidates on the basis of percentage of marks secured by them up to the last semester/ latest CGPA available at the time, in the final year of B.E./ M.E. as on the date of interview. The short-listed candidates will be interviewed with the overall weightage for interview of 50% and 50% for performance in exams in semesters / years prior to date of interview. In case of Post Graduates candidates, performance in exams will be 25% for Graduation and 25% Post Graduation marks respectively.

b) The qualifying criteria would be minimum 60% marks (50% for reserved category candidates against reserved posts) in interview. The overall merit list will be drawn as per respective weightage of factors of assessment and the selection committee will recommend the panel of successful candidates in order of the total marks awarded to the Competent Authority for approval.

c) The Selection Committee will frame the panel of successful candidates for each institute and submit its recommendations through the Personnel Department to the Competent Authority for

consideration and approval. In cases where Institute requires the Company to declare the list of selected candidates immediately after interview, in such cases the Selection Committee may be delegated the authority to intimate the list to the Institute and the proceedings may be put up to the Competent Authority for post facto approval.

d) Selected candidates will have to fulfill the Educational Qualification criteria as applicable to other Direct Recruitment. The appointment would be at the level of Engineer/ Junior Manager with probation of 12 months.

Deputation & Permanent Absorption

7.1 (i) The very nature of the business of the company requires that it should staff the organisation with experienced personnel from the Indian Railways or certain other Government Departments or Public Undertakings in respect of a number of positions. Appointment to these positions may be either on the basis of deputation in terms of the orders in force from time to time, such deputations being followed or not followed by permanent absorption of the incumbents eventually or on the basis of permanent absorption even at the initial stage. Detailed policy instructions on the subject are included in Chapter-XVI on the above subject.

Re-Employment and Appointment of Consultants / Advisors

8.1 The terms and conditions for appointment of retired officials as Consultants/ Advisors, etc. is governed by a separate set of policy instructions issued from time to time.

Contractual Employment

9.1 Employees on contract are generally recruited for the project specific or skill specific requirement at different levels. The company may recruit from open market for which suitable candidates are not available either internally or on deputation from other organizations. While engaging contract employees at different levels, following aspects are to be kept in view:

9.2 Project : The engagement of contract employees shall be for a specific project. For the purpose of such engagement, “Project” shall mean the smallest identifiable unit of work on which the services of contract employee would be used, e.g. a particular building or a stretch of road / tunnel/ track etc.

9.3 Recruitment would be based on indents received in Personnel Department as per Annexure – B and should be countersigned by an officer of the level not less than ED. Instead of sending the manpower requirement in piecemeal or at different point of times, all SBUs should send their requirement of each year (taking into

account their existing and estimated requirement) at one go in the said format by 31st December. During exigencies, supplementary indents may be sent any time during the year, but these would be with the specific approval of the concerned Director. Personnel Department shall consolidate demands received from all the EDs. Based on the demand and likely availability, the consolidated requirement will be put up by the Personnel Department to the Appointing Authority (CMD) through the Director concerned for consideration and approval. All recruitments shall be permitted only with the approval of Appointing Authority.

9.4 Redeployment : Since the engagement is for a specific project, normally staff is not relocated, however, in the event of relocation of a contractual employee to a new Project/ or movement to a new place/ or change in SBU/ Division, a fresh contract can be entered into with the employee with termination of the earlier one. He will be entitled to payment of reimbursable allowances for such relocation as laid down from time to time.

Such re-deployment will be done with mutual consent and company requirement with the approval of Appointing Authority only.

9.5 Term: The initial term of appointment will be for a minimum period of 1 year or the completion of the project or coming to end of the project for any reason, whichever is earlier. Contract can be terminated ahead of the specified period by giving notice of three months by either side or salary in lieu thereof without assigning any reason However, if the employee is found medically unfit or adverse report on his antecedents is received or information / documents furnished by him, are found incorrect, the appointment will be terminated forthwith without any notice or pay. Similarly his services shall be terminated without notice or pay in lieu thereof in case of unsatisfactory performance or misconduct on his part.

If the services of the employee are found to be satisfactory, as far as possible, the contractual staff, on completion of the period of service/ completion of project for which he was recruited can be extended in another Project under the parent division / SBU and if this is not feasible, in any other unit where there is a requirement for the Contractual staff.

Such extension would require the approval of Appointing Authority. Extended contract period would normally be till 30th June or 31st December. It may however differ if so approved by Competent Authority. The procedure for extension of tenure of contract employee is at Annexure - D.

Contractual employee who wants to resign should give at least 3 months notice for resignation. In case such an employee wants to join another PSU or Govt. Deptt., the notice period may be relaxed by the competent authority for accepting the resignation.

In project requiring special skills, knowledge, expertise, the initial

term of appointment may be for a period of 2-3 years or the maximum expected duration of the project, whichever is less. This will be on the specific recommendation of the Divisional head with the approval of concerned Director and CMD.

9.6 **Remuneration and Conditions of Service :** Details relating to the total remuneration payable inclusive of salary, allowances and special allowances where applicable, amount of annual increment as well as other relevant conditions of service will be as laid down from time to time for different categories of contractual staff. The present conditions are detailed at **Annexure - E.**

Contractual Employment in IDA Scale

In project requiring special skills, knowledge, expertise, or in cv based position, the employees on contract can be appointed in the specific IDA pay scales, with the approval of CMD. They shall be entitled to pay scales, allowances and other perks as detailed at **Annexure - F.**

9.7 **Performance Evaluation:** The performance of each employee will be evaluated project wise and within a project, annually. The assessment shall be on only two aspects (viz) general assessment including professional competence and integrity. Integrity should be commented upon only in three categories (viz) Beyond doubt / Nothing adverse noticed / Doubtful. General Assessment shall be on a scale of marks 1 to 10 and shall be done very strictly so that in case any of these contract employees are considered later for regular employment, genuinely deserving ones can be identified. The performance report of the contract employee shall be communicated to him by his controlling executive.

Policy of Selection for Employment from Contractual Employees

10.1 The percentage of vacancies for mode of selection of employment from Contractual Employees shall be 30%, 20% & 15% of vacancies available over the next three years in Executive Cluster I (Engineer – IDA Pay Scale of E-I) and Non-Executive (NE) posts from 2019 onwards. The Policy will be reviewed thereafter.

10.2 Candidates working as Assistant Manager on contract basis in the relevant discipline for more than 3 years as Assistant Manager on lump sum remuneration shall be considered for the post of Assistant Manager. Candidates working on contract basis in IDA pay scales of (E-1, E-2 and E-3) in Executive Cluster-I can be considered for selection in IDA pay scale of E-1 in the relevant discipline on their willingness to this effect.

10.3 Those working in Non-Executive Cadre on contract shall be considered for NE posts corresponding to level/post of their working on contract basis. (Ref: OO No PP/98/2021 dated 30.09.2021

10.4 The candidate shall have to meet with the following eligibility criteria:

i) He/she should possess the minimum educational qualifications and percentage of marks, as stipulated for

the position for direct recruitment.

ii) He/she should have completed three years' continuous service on contract as on 30th June of the year when selection process in RITES is initiated. Total service rendered on contract basis on lump sum remuneration / pay scale shall be counted for the purpose.

iii) He/she qualifies in the selection consisting of a written test followed by interview.

iv) The panel for selection will be drawn on the basis of the aggregate marks secured by them in the written test and interview and other factor of assessments as mentioned in

v) A minimum of 60% marks (50% for SC/ST/OBC/PWD against reserved posts) in interview will be required, for coming under consideration of panel, which would be based upon the overall merit order. There shall be no qualifying marks required in aggregate.

vi) Contract employees shall be granted age relaxation up to 5 years for applying against regular posts advertised through open market recruitment. The candidates who are not on the rolls of the company at the time of initiation of the proposal for selection shall not be eligible for consideration for such selection. Only those contract employees who are on the rolls of the company at the time of selection and continue to remain on the roll of the company on the date of approval of panel by the Competent Authority shall be eligible.

10.5 No weight age of the period of service rendered on contract in RITES will be granted towards seniority at the time of selection.

10.6. Selection will be based on factors of assessment as follows:

Executive

i)	Educational Qualification	-	04 marks
ii)	Experience	-	06 marks
iii)	SPAR for last 12 months	-	10 marks
iv)	Written Test	-	50 marks
v)	Interview	-	30 marks

Non-Executive

i)	Educational Qualifications	-	04 marks
ii)	SPAR (last 12 months)	-	10 marks
iii)	Experience	-	06 marks
iv)	Written Test	-	80 marks

The above factors can be revised by the management from time to time depending upon requirements of the company.

10.6.1 The criteria for awarding marks allotted for Educational Qualification shall be as follows:

Marks shall be assigned only for additional and relevant educational qualifications duly recognized by AICTE/ UGC (as applicable). 1 mark for higher Diploma level EQ and 2 marks for Degree level qualification higher than the basic qualification required, with a maximum of 4 marks shall be awarded. The above is illustrated as under:

Level	**Marks for EQ in relevant disciplines**
Engineering Graduates / Equivalent	PG Diploma – 1 Mark PG Degree – 2 marks
TA (Diploma Holders)	Degree in Engineering – 2 Marks PG Diploma/ additional qualification – 1 Mark
Post requiring Graduation	PG Diploma – 1 Mark Post Graduation Degree – 2 Marks
Posts requiring ITI certificate (CAD operator/ Technician etc.)	Diploma – 1 Mark Degree – 2 marks

Note: 2 years PG Diploma (issued by several premier institutes viz. IIMs etc) which is considered equivalent to PG Degree/ MBA etc shall be awarded 2 marks. PG Diploma or less than 2 years duration shall be eligible for 1 mark only. Levels/ Qualifications indicated above are indicative in nature. Other cases not covered in the above example shall also be dealt in line with the spirit of above mentioned policy.

10.6.2 The criteria for awarding marks allotted for experience shall be as under:

2 marks shall be allotted for each additional year of experience than minimum number of years of experience required (i.e. 3 years as per present criteria of eligibility for selection), subject to a maximum of 6 marks.

Total number of years of experience for the purpose of selection shall be counted as follows:

(a) Number of years of experience advertised in the recruitment notice for induction on contract basis plus

(b) Number of years of experience of working in RITES.

10.6.3 The criteria for awarding 10 marks allotted for SPAR rating shall be as follows:

Outstanding - 10 marks

	Very Good	-	6 marks
	Good	-	2 marks
	Poor	-	Nil

10.7. Syllabus for written test, will have following components:

Technical - 50 % and Policies on HR/Finance/ Corporates Plan/ Sectors of operation of company / Financial performance of company/ SOP/ construction guidelines/ tenders etc -50%

10.8 The marks scored by a candidate in the Written Test held for selection from contractual employees shall be valid for the next three selection years. Candidates may avail one additional chance to improve the marks in Written Test and the best of two marks in written test shall be considered for further process. The candidates who wish to avail the additional chance to improve their scores in the Written Test shall have to give their willingness to this effect. Only marks scored in the Written Test held on 11.01.2020 shall be considered for this purpose. The existing policy of not considering candidates who have failed in the written test in two attempts, for subsequent selections shall continue. Those contract employees who fail to qualify in the written test in two attempts will not be called for selection in subsequent selection processes.

10.9 Reservations for SC/ST/OBC(NCL)/PWD/Economically weaker section shall be done as per applicable rules.

10.10 The above policy shall be reviewed by Board of Directors after three years.

10.11 The quota percentage for selection can be reviewed by Management on need basis from time to time, and employees working on contract basis would not have any prescriptive right from consideration for regularization.

10.12 The Chairman and Managing Director has full authority to interpret these rules and his decision shall be final in this regard.

10.13 The above policy shall be reviewed by Board of Directors after three years.

Reservation and Relaxations / Concessions

11.1 In accordance with the policy of the Government for the upliftment of the socially and economically disadvantaged groups of the society, and based on the Govt. orders issued in this regard from time to time, vacancies will be reserved for being filled exclusively from scheduled castes, scheduled tribes, other backward classes, persons with disabilities and Ex- servicemen to the extent provided for in the concerned orders/ instructions of the Government of India. In addition to reservation of vacancies, the notified groups shall also be given relaxation in upper age limits, fee relaxation, etc. to the extent as applicable to these group as per the orders/ instructions of Government of India:

Category	Age relaxation
SC/ST	05 yrs.
OBC	03 yrs.
Person With Disability	10 yrs.
Ex-Servicemen	Number of years of service rendered + 3 years.
J&K Domicile	5 years

The regular / contractual employees of the company shall be eligible for age relaxation upto 5 years in the upper age limits against direct recruitment quota subject to fulfillment of other eligibility conditions

Functional classification and categories for the PWD candidates has been indicated in **Annexure - G.**

12.1 **Probation and Confirmation**

1. All initial regular appointments in the Company as a result of direct recruitment/regularization/campus shall be on probation for a period of one year.

2. During the period of probation, an employee shall be liable to be discharged from the service of the Company without notice or without assigning any reasons at the sole discretion of the management.

3. The period of probation may be extended or curtailed in individual cases by the Competent Authority on the merits of each case.

4. During the period of probation, the employees may be required to undergo such training as is called for by the requirements of their jobs. There will be review during the period of probation by SBU head based on performance/ APARs and depending upon performance, if need be, suitable advice should be issued to the employee.

   At the time of completion of probation period, the employee shall be asked to undergo a confirmation test based on evaluation of his ACRs/APARs (for last 1 year and Interview with weightage of 50% each and qualifying marks criteria would be 60% (50% for reserved) in interview as well as in aggregate. Marks for each would be awarded as 50 (OS), 40 (VG), 30 (Good), Nil (Poor). The candidate would have to secure the minimum laid down marks in this test for successful completion of the probation period. The assessment of the work done on the assigned job by the employee is also kept in view. On successful completion of probation and the prescribed training course, the employee is deemed to be regularised and confirmed in the Company's employment.

   For cases where APAR can not be finalized due to non availability of MOU score (GM and above), weightage to

KRA/ KPAs in the APAR shall be of 75 marks and marks shall be calculated accordingly. **(Ref: OONo.PP/70/2021 dated 30.07.2021)**

5. Those who fail to secure the laid down qualifying marks for confirmation, the period of probation may be extended upto a period of one year at the discretion of the Competent Authority, otherwise such of the candidate shall be discharged from service without notice. In case the period of probation is extended, the candidate shall be given two more chances to qualify in the confirmation test during this extended period of probation and if he fails in these two attempts also, he shall be liable to be discharged from service without notice, as provided for in Sub-rule (2).

Engagement of Apprentices

13.1 Apprentices will be engaged every year in the range of 2.5% to 15% of the workforce (regular & contract employees) to undertake Apprenticeship Program / Training, as applicable under the provisions of The Apprentice Act, 1961 and as amended from time to time.

The Chairman and Managing Director will have the authority for engagement of Apprentices and procedure for engagement; Directors have full powers for approval of panel for issue of engagement letters to Apprentices and their posting; and Vertical Heads have powers to decide with regard to posting of Apprentices.

Interpretation, Relaxation of Rules

14.1 The Chairman and Managing Director of the Company has the full authority to interpret these rules and his decisions shall be final in this regard.

The Chairman and Managing Director will also have the authority to relax any of the provisions of these Rules in respect of a category or categories of posts to be filled up for reasons to be recorded in writing. Such relaxation shall be done on the recommendations of all the functional Directors of the Company. However, he may in his discretion seek a decision of the Board of Directors on matters involving substantial questions of policy.

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Annexure – A
(Refer Rule - 5.1)

LIST OF POSITIONS FOR WHICH DIRECT RECRUITMENT IS GENERALLY MADE FROM OPEN MARKET

The Management may make recruitments to any level/ disciplines according to the needs of the Company from time to time.

1.1 For recruitment in various disciplines, the criteria of Educational Qualifications would be as under (For regular recruitment/ contractual recruitment):

Executive Cadre:

Major Discipline Group	Specialization	Essential Educational Qualification
Civil Engineering	Civil Engineering	Full time Bachelor's Degree in Civil Engineering
	Geo-technical Engineering	Full time Bachelor's Degree in Civil Engineering AND Master's Degree in Geo-technical engineering/ Rock Engineering & underground structure/Soil Mechanics & Foundation Engineering or equivalent/synonymous/ similar qualification
	Structural Engineering	Full time Bachelor's Degree in Civil Engineering AND Master's Degree in Structural Engineering or equivalent/synonymous/similar qualification
	Urban Engineering (Environment)	Full time Bachelors' degree in Environmental Engineering / Full time Bachelor's degree in any branch of Engineering with Master's degree in Environmental Engineering/ Environmental Science/Environmental Management / Environmental Planning/Sustainability or equivalent/synonymous/similar qualification
	Traffic T & T	Full time Bachelor's Degree in Civil Engineering / Full time B. Arch – Architecture (5 Years) / Full time B Planning - (4 Years)/ Full time BA/B.Sc. - Mathematics/Statistics AND Master's degree in Transport Engineering/ Transport Planning or equivalent/synonymous/similar qualification

	Traffic Railways	Full time Master's Degree in Transport Engineering/ Transport Planning / Full time MBA/PGDM in Logistics Management/Supply Chain Management / Full time Bachelor's Degree in any branch of Engineering / Full time Master's Degree in Economics/Statistics/ Operational Research AND Diploma in Rail Transport & Management/Multi modal transport & Logistics Management from IRT
	Economics & Statistics	Full time Bachelor's Degree in Economics/ Business Economics/ Statistics/ Operational Research/ Transport Planning AND MBA with specialization in Finance
	Architecture	Full time Bachelor's Degree in Architecture / Full time Master's Degree in Architecture/Planning/ Urban Design or equivalent/synonymous/similar qualification
	Marketing	Full time two (02) years MBA/PGDBA/ PGDBM/PGDM in Marketing/Business Operation/Customer Relation/ Finance
	Geology	Full time Master's Degree in Geology/ Applied Geology/ Ph.D. in Geology/Applied Geology
	Geophysics	Full time Master's Degree in Geophysics
	Safety Officer (State Wise)	Full time Bachelor's Degree in any branch of Engineering AND Degree or Diploma in industrial safety recognized by the concerned State Government for the purpose of appointment as Safety Officer as per their respective state rules, as applicable
	SHE Expert	Full time Bachelor's Degree in any branch of Engineering AND Diploma/Degree in industrial safety/BE/B. Tech in safety/Master's Degree in Environmental Engineering/ Sciences/International Qualifications like CSP (Certified safety professional), NEBOSH Diploma, Grad IOSH, CMIOSH.
	Social Science	Full time Master's Degree in Social Science or Social work or Urban Planning
Mechanical Engineering	Mechanical Engineering	Full time Bachelor's Degree in Mechanical Engineering/ Technology in Mechanical/ Production/ Production & Industrial/ Manufacturing/ Mechanical/Railways/Mechatronics & Automobile or any of the above combination in part or whole

	Design Engineering	Full time Bachelor's Degree in Mechanical Engineering/ Technology in Mechanical/ Production/ Production & Industrial/ Manufacturing/ Mechanical/Railways/Mechatronics & Automobile or any of the above combination in part or whole AND Master's Degree in Mechanical Design/Design Engineering
	Chemical Engineering	Full time Bachelor's Degree in Engineering/Technology in Chemical/Petrochemical /Chemical Technology / Petrochemical Technology /Chemical Technology & Polymer Science/ Chemical Technology & Plastic Technology/ Food/Textile/Leather or any of the above combination in part or whole
Electrical and Signal & Telecommunication Engineering	Electrical Engineering	Full time Bachelor's degree in Electrical / Electronics /Power Supply/ Instrumentation and Control/ Industrial Electronics/Electronics & Instrumentation/Applied Electronics/ Digital Electronics/Power Electronics Engineering or any of the above combination in part or wholes
	Signal & Telecommunication Engineering	Full time Bachelor's Degree in Electronics / Electronics & Telecommunication / Electronics & Communication / Electronics & Electrical / Electronics & Instrumentation Engineering /Computer Science/ IT/ Computer Engineering or any of the above combination in part or whole
Finance	Finance	Chartered Accountant / Cost Accountant
	Company Secretary	Qualified Company Secretary from Institute of Company Secretaries of India
Human Resource	Personnel & Administration	MBA/PGDBA/ PGDBM/ PGDM/PGDHRM or equivalent in HR /Personnel Management / Industrial Relations/ Labour Welfare/MHROD or MBA with specialization in HR/Personnel Management
	Legal	Degree in law
	Rajbhasa	Master's degree of a recognised University in Hindi with English as a compulsory or elective subject or as the medium of examination at the degree level. / Master's degree of a recognised University in English with Hindi as a compulsory or elective subject or as the medium of examination at the degree level / Master's degree of a recognised University in any subject other than Hindi or English, with Hindi medium and English as a compulsory or elective subject or as the medium of examination at the degree level
	Library	Bachelor's degree in Library Science from recognized University

	Corporate Communications	Master's Degree / Two years Post Graduate Diploma in Communication / Advertising and Communication Management / Public Relations / Mass Communication / Journalism
Information Technology	Information Technology	Bachelor's Degree in Computer Engineering/ Technology/ Computer Science/ Degree in Engineering in Computer Applications/ Information Technology/ Electronics/ Electronics & Telecommunications/ Electronics & Communication/ Electronics & Instrumentation / Post Graduate Degree in Electronics/ Electronics & Tele Communication/ Electronics & Communication/ Electronics & Instrumentation/ Computer Science/ Information Technology/ Computer Applications

Non Executive cadre:

Discipline	**Essential Qualification for Non-Executive Cluster III**
Civil Engineering	Full Time Diploma in Civil Engineering
Urban Engineering (Env.)	Full Time Diploma/B.Sc. in Environmental Engineering/Environmental Science
Traffic T & T	Full Time Bachelor's Degree in Traffic/Transportation Management or Transportation Technology
Economics & Statistics	Full Time Bachelor's Degree in Economics/Business Economics/Statistics/Operational Research/Transport Planning/ BBA in Finance
Architecture	Full time Diploma in Architecture
Geology	Full time Bachelor's Degree in Geology/Geophysics/ Physics.
SHE Expert	Full Time Degree in Industrial Safety/Environmental Engineering/International Qualification like CSP (Certified Safety Professional), NEBOSH Diploma, Grad. IOSH, CMIOSH
Mechanical Engineering	Full Time Diploma in Engineering in Mechanical /Production/ Production & industrial/ Manufacturing/ Mechanical & Automobile Discipline
Chemical	Full time Graduation in Engineering in Chemical/Petrochemical/ Chemical Technology/ Petrochemical Technology/Plastic Engg. Technology/Food/Textile/Leather Technology
Electrical	Full Time Diploma in Engineering in Electrical / Electrical & Electronics
S & T	Full Time Diploma in Engineering in Instrumentation/Instrumentation & Control/ Electronics & Instrumentation/ Electrical & Instrumentation/ Electronics/ Electrical & Electronics
Finance	CA (Inter) /ICMA (Inter) /M.Com /MBA (Finance)
P & A and HR including Corporate Communication	Post-Graduate in any discipline

Rajbhasa	Master's degree of a recognised University in Hindi with English as a compulsory or elective subject or as the medium of examination at the degree level. / Master's degree of a recognised University in English with Hindi as a compulsory or elective subject or as the medium of examination at the degree level / Master's degree of a recognised University in any subject other than Hindi or English, with Hindi medium and English as a compulsory or elective subject or as the medium of examination at the degree level / Master's degree of a recognised University in any subject other than Hindi or English, with English medium and Hindi as a compulsory or elective subject or as a medium of a examination at the degree level / Master's degree of a recognised University in any subject other than Hindi or English, with Hindi and English as compulsory or elective subjects or either of the two as a medium of examination and the other as a compulsory or elective subject at the degree level.
IT	Graduate with 1 Year Certificate/Course in Computer Application
Company Secretary	CS (Inter)
Discipline	**Essential Qualification for Non-Executive Cluster II**
Civil Engineering	Matriculation plus ITI Trademanship/ Apprenticeship certificate in Civil Engineering Assistant/ Draughtsman (Civil)/ Surveyor/ CAD Operator
Architecture	Matriculation plus ITI Trademanship/ Apprenticeship certificate in trade of Architectural Assistant/ Architectural Draughtsman / CAD Operator
Mechanical Engineering	Matriculation plus ITI Tradesmanship/ National Apprenticeship Certificate in fitter / diesel mechanic/ machinist/ turner trade/ Technician
Electrical	Matriculation plus ITI Tradesmanship/ National Apprenticeship Certificate in Electrical/ wireman Trade/ Electrician Power Distribution/ Electrician Mechanics/ Instrument Mechanics/ Technician Power Electronics Systems/ Technician Medical Electronics/Mechanic Auto Electrical and Electronics/ Electrician
S & T	Matriculation plus ITI Tradesmanship/ National Apprenticeship Certificate in the trade of Electrician Power Distribution/ Electrician Mechanics/ Instrument Mechanics/ Technician Power Electronics Systems/ Technician Medical Electronics/ Electronic Communication

Finance	B.Com/BBA/Bachelors in Finance
P & A and HR including Corporate Communication	Graduation in any discipline
Rajbhasa	Master's degree of a recognised University in Hindi with English as a compulsory or elective subject or as the medium of examination at the degree level and Typing speed 25 w.p.m. in Hindi / Master's degree of a recognised University in English with Hindi as a compulsory or elective subject or as the medium of examination at the degree level and Typing speed 25 w.p.m. in Hindi / Master's degree of a recognised University in any subject other than Hindi or English, with Hindi medium and English as a compulsory or elective subject or as the medium of examination at the degree level and Typing speed 25 w.p.m. in Hindi / Master's degree of a recognised University in any subject other than Hindi or English, with English medium and Hindi as a compulsory or elective subject or as a medium of a examination at the degree level and Typing speed 25 w.p.m. in Hindi / Master's degree of a recognised University in any subject other than Hindi or English, with Hindi and English as compulsory or elective subjects or either of the two as a medium of examination and the other as a compulsory or elective subject at the degree level and Typing speed 25 w.p.m. in Hindi
IT	Matriculation plus ITI Tradesmanship / National Apprenticeship Certificate in Information & Communication Technology System Maintenance/ Information Technology

50% marks (45% for OBC/SC/ST/PWD against reserved posts) will be required in Essential Qualification for posts of Non-Executive-III & II clusters.

For recruitment at various levels of non-executive cadre, the criteria of experience would be as under: -

Cluster	Level	Designation	Number of years of post-qualification work experience
	N6	TA / DMAN-II / SPA / Sr.Asstt. / DES	2
	N3	Tech-III / ALP / X.Opt / Jr.Asstt. / DEO / Cook CC	0
Induction in non-executive clusters will be done only at the lowest induction levels of NE III and NE II i.e., N6 and N3			

2.1 For recruitment at various levels, the criteria of experience would be as stated in Annexure-H .

*In case of induction through GATE / Campus experience will be Nil

For engagement of staff on contractual basis in pay-scale, following experience criteria would be prescribed :

For recruitment of staff on contractual basis on fixed remuneration, the experience prescribed would be as per requirement of Division with approval of Appointing Authority and remuneration shall be fixed accordingly.

Note : The above are general indications of qualifications and experience required. The management may make appropriate changes in the case of individual recruitments that may be warranted by the needs of the Company and jobs from time to time.

2. 2 In case the educational qualification required shall be PG Degree (M.Tech, MBA etc), the number of years of experience required may be reduced by 2 years.

2.3 Wherever due to nature of recruitment for experienced positions with considerations like specialised experience, considerable number of years of experience, scarce availability, etc., Diploma holders may also be made eligible for direct recruitment on contract basis against these positions in Executive

Cadre, with the number of years of experience for them enhanced by 6 years with the approval of Appointing Authority.

2.4 The above norms of experience would be applicable in case of direct recruitment against regular posts and those on contract in regular IDA pay scale. Direct recruitment on contract basis with fixed remuneration is governed by a separate set of instructions (para 9 of RRs).

2.5 Based upon requirement of a project, the number of years and areas of experience can be laid down different in variance with those laid down in the rules/instructions to align these to the contract

requirement laid down by the client, with the approval of Director concerned and CMD.

3.1 The educational qualifications should be full time with minimum 60% marks in aggregate (50% for SC/ ST/OBC/PWD against reserved posts)/equivalent grade, approved by UGC/AICTE or the laid down Statutory bodies through regular mode from any of the Universities incorporated by an Act of the Central or State Legislature in India or other educational institutions established by an Act of Parliament or declared to be deemed as a University under Section 3 of the University Grants Commission Act, 1956. Sections A & B examination of the Institution of Engineers (India) which is treated as equivalent to Degree in Engineering by Govt. of India shall also be accepted.

In case of qualifications like CA/ICWA/CS, condition of minimum percentage of marks and its requirement of full time would not be applicable.

3.2 Where percentage of marks are not awarded by the University but only grade is awarded, the same shall be converted into percentage in terms of conversion formula of University, and the candidate will have to produce the certificate/document issued by the University evidencing such conversion formula. If the University does not have the provision for conversion of grade into percentage then minimum 6 on 10 point scale will be considered as 60%.

4. The upper age limit would be 30 years for direct recruitment to regular posts at initial induction level where experience is not required. Wherever experience is prescribed, the upper age limit would be increased by the number of years of experience required.

In case of recruitment on contractual basis (in pay-scale as well as on fixed remuneration), upper age limit would be as under:

Upto Senior Manager level – 40 years
DGM to GM – 50 years
GGM and above – 55 years

Wherever the nature of manpower requirement involves such considerations like specialised experience, considerable number of years of experience, scarce availability, etc., CMD may approve the upper age limit to a maximum of 55 years.

5. While these will be the general indications of qualification, experience and age, CMD may make suitable changes in the case of individual recruitments that may be warranted by the needs of the Company from time to time.

ANNEXURE – B
(Refer Rule - 6.1)

Recruitment Requisition Format

Name of Division: _____

Name of SBU: _____

S. No.	Post Name	Level of Post	No of Vacancies	Upper Age Limit

Type of Recruitment (Regular/ Contractual in pay-scale/ Contractual on fixed remuneration)

Mode (Written Test & Interview/ Only Interview/ Walk – In Interview)

Period of engagement (for contractual)

Tentative Place of Posting (If available)

Venue of Selection

Whether any relaxation in any criteria is desirable

S. No.	Minimum Educational Qualification Desirable Educational Qualification	Minimum Post Qualification total experience and relevant Experience	Description of total and relevant experience

Any other Remarks/ Requirement:

_____
_____
_____
_____

SBU Head

Divisional Head

_____

ANNEXURE – C

Distribution of Work among Members of Shortlisting Committee

The scrutiny of applications for shortlisting of candidates for further selection process shall be done by a nominated Committee consisting of 2 members; 1 from the discipline concerned and 1 from P&A Division. The overall duties of the Shortlisting Committee will be as under:

i. Members from the Discipline concerned shall be responsible for scrutinizing documents related to Educational Qualification (Technical Details viz. discipline, marks etc), Total Experience/ Relevant Experience as per advertised criteria.

ii. Member from P&A Division shall be responsible for scrutinizing documents related to Educational Qualification (Non-Technical Details viz. mode regular/distance, validity etc), Date of Birth, Category, PWD certificate and Age Relaxation as per advertised criteria and extant Govt. guidelines.

iii. Any other document(s) shall be scrutinized jointly by all the members.

iv. The senior-most committee member shall be designated as the coordinating officer. The applications shall be handed over to the coordinating officer who shall be responsible for coordination among committee member and timely submission of recommendations of the committee.

v. Recommendations of shortlisting committee need to be submitted within 2 working days of last date of submission of application, in case number of applications received is less than 25. For every increase in number of applications by 50, timeline will be extended by 2 working days. **(Ref: OO No. PP/117/2022 dated 14.09.2022)**

ANNEXURE - D

Procedure for Extension of Tenure of Contractual Staff (Refer para 9.5)

a) Consolidated proposals for extension of services of contractual employees in the prescribed format and complete in all respects alongwith financial vetting should be forwarded twice in a year well in advance to 'P' Branch (latest by 15th May for those whose sanction expires in the first half of the year i.e. 30th June and latest by 25th November for those whose sanction expires in the second half of the year i.e. 31st December)

b) The proposal should accompany the following documents:

   a. Proposal in the prescribed format

   b. Unconditional willingness from the employee concerned for extension of tenure for the relevant period

   c. Declaration regarding number of attempts availed in regularization tests

   d. Declaration regarding relation with any staff of RITES

   e. Latest SPARs

c) While forwarding the proposals for extension, the Regional/ sub-unit Heads may critically review the requirement and present performance of the contractual employee concerned.

(Ref: Letter No PERS/51-03/Cont. 2016 dated 30.08.2016 regarding Proposal for extension of tenure of contractual staff)

ANNEXURE – E

Remuneration and Conditions of Service of Contractual Staff Engaged on Fixed Monthly Remuneration (Refer para 9.6)

Details relating to the total remuneration payable inclusive of basic remuneration, allowances and special allowances where applicable, amount of annual increment as well as other relevant conditions of service will be as laid down from time to time for different categories of contractual staff. The present basic remuneration for different categories of employees at entry level with no experience, rate of PF/ allowances/ increment/ SSG deduction, etc. is as under :

S.No.	Category	Monthly Basic Remuneration	Monthly SSG Deduction	Rate of PF (Employer Contribution)	Rate of allowance based on location (inclusive of all benefits)	Rate of Increment on Basic Salary based on Performance Rating
1	Graduate Engineer or equivalent	22000	2000	12%	70% - other than 'X' class cities 75% - 'X' class cities other than Mumbai & Bangalore. 80% - Mumbai / Bangalore	3% - Outstanding 2% - Very Good 1% - Good 0% - Average & Below
2	Diploma holders or equivalent	15400	1000			
3	CAD Operators	13900	500			
4	Technicians, DEO or equivalent	13400	500			

In addition to above, medical insurance premium (for self spouse and children) and Group Accident Insurance premium would be borne by the Company.

In case of direct recruitment with experience, higher basic remuneration shall be fixed by increasing the basic remuneration at the rate of 3% for each year of experience where higher requirement of experience is advertised as a minimum eligibility criteria for a specified post.

On renewal of contract or completion of twelve months of service, employee shall be paid increment in basic remuneration depending upon their performance during last twelve months at the rate as indicated in above table. The performance shall be submitted by the controlling Manager through SBU head in the prescribed proforma.

SSG deduction shall be done only for the first year and this will be released on expiry of contract/ extended period of contract, if any/termination of contract. Deferred payment amount would not be admissible in case of premature resignation, termination on account of misconduct, misbehavior, etc.

The payment of Special Allowances such as Arduous Allowance, Special Duty Allowance for posting to NE region, etc. shall be as per orders issued from time to time with the approval of Director concerned and CMD concerned. Contract staff will be paid suitable TA/DA in case they are required to travel to travel for due performance of duties assigned to them.
In project requiring special skills, knowledge, expertise, the employees on contract can be appointed in the specific IDA pay scales, with the approval of CMD.

Two days Earned leave and one day Casual leave shall be admissible for each completed month of service subject to maximum accumulation up to 45 days. While availing the leave, this will be counted on the same lines as Earned Leave (LAP) i.e. while pre-fixing and suffixing of holidays would be allowed, the intervening period (including closed holidays) falling within the period of leave availed will be counted as leave availed. However, maximum of 15 days leave encashment (if due) can be paid to an employee in a year during continuance of his contract service. The leave salary of the accumulated leave (maximum 30 days) can be paid on completion of the contract tenure, irrespective of the fact that 15 days leave has been encashed in that year. **(Ref: OO No. PP/80/2022 dated 22.06.2022**.

ANNEXURE - F

Remuneration and Conditions of Service of Contractual Staff engaged in Pay-Scale (Refer para 9.6)

a) Contract employees may be appointed in the following IDA Pay Scale :

Level / Designation	Pay Scale
GGM	120000-280000
GM	100000-260000
AGM	90000-240000
JGM	80000-220000
DGM	70000-200000
SENIOR MANAGER	60000-180000
MANAGER	50000-160000
ASSISTANT MANAGER	40000-140000
JUNIOR MANAGER / ENGINEER	30000-120000
SO ETC	29500-111000

b) They shall be entitled to Dearness Allowance (DA) and Lease/HRA on the terms and conditions laid down for such allowances.

c) They shall be entitled to allowances at the rate of 23% of revised Basic Pay (inclusive of all allowances) in the relevant IDA pay scale. For contractual employees working in IDA pay scale deployed in DFCCIL/GC projects shall be entitled to allowances at the rate of 31% of revised Basic Pay (inclusive of all allowances).

d) Those employees who are in receipt of Consolidated Travel Allowance (CTA) and Reimbursement of Communication Expenses which were sanctioned based upon the special characteristics and living conditions of the relevant project, shall continue to draw the same.

The pay scale and allowances mentioned above have been fixed on notional basis w.e.f. 01.01.2017, and the actual payment (3rd PRC) is due w.e.f. 01.12.2017. **Ref: OO No.PP/80/2022 dated 22.06.2022**

ANNEXURE – G

Categories, Functional Classification and Physical Requirements for PWDs

S. No.	Discipline	Categories for which identified	Functional Classification	Physical Requirements
1	Civil, Architecture, Urban Engineering and Traffic (T&T) and Traffic Railways	Locomotor disability	OA, OL	S, ST, BN, W, SE, MF, C, R, W & RW
		Hearing Impairment	HI	
2	Electrical	Locomotor disability	OA, OL	S, ST, BN, W, SE, MF, C, R, W
		Hearing Impairment	HI	
3	Mechanical	Locomotor disability	OA, OL	S, ST, BN, W, SE, MF, C, R, W & RW
4	Signal & Telecommunication	Locomotor disability	OA, OL	S, ST, BN, W, SE, MF, C, R, W & RW
5	HR	Locomotor disability	OA, OL	S, ST, W, SE, RW, H, C
		Visual Impairment	LV	
		Hearing Impairment	PD	
6	Finance, Company Secretary and Economics & Statistics	Locomotor disability	OA, OL, OAL, BL, BLOA	S, BN, SE, MF, C, RW
		Hearing Impairment	HH	
7	Legal	Locomotor disability	OA, OL, OAL, BL	S, ST, BN, H, SE & RW
		Visual Impairment	LV	
		Hearing Impairment	PD	
8	IT	Locomotor disability	BA, OA, OL, BH, MW, BL, OAL, BLA, BLOA	S, ST, BN, W, SE, MF, C, R, W & RW
		Visual Impairment	LV, B	
		Hearing Impairment	PD, FD	
9	Geotechnical Engineering	Locomotor disability	OA, OL	S, ST, BN, W, SE, MF, C, R, W & RW
		Hearing Impairment	HI	

For the disciplines not mentioned herein, the Govt.of India guidelines will be applicable.

Functional Classification :

Code	Functions
OL	One leg affected (R or L)
OA	One arm affected
OAL	One arm one leg affected
BL	Both legs affected
BLOA	Both legs one arm affected
HI	Hearing Impaired
PD	Partially Deaf
LV	Low Vision
HH	Hearing Handicapped

Physical Requirements :

Code	Physical Requirements
S	Work performed by sitting (on bench or chair)
ST	Work performed by standing
SE	Work performed by seeing
RW	Work performed by reading and writing
BN	Work performed by bending
MF	Work performed by manipulation by fingers
C	Work performed by communication
W	Work performed by walking
H	Hearing/ Speaking

Annexure-H

Name of the Post/ Level	Post Qualification Experience inYears for Regular recruitment*
E0 – Engineer/JM	Nil
E1 -AM	2
E-2-Mgr.	5
E-3-Sr. Mgr.	8
E-4-DGM	11
E-5-JGM	13
E-6-AGM	16
E-7-GM	19
E-8-GGM	23

Name of the Post/ Level	Post Qualification Experience inYears for contractual pay-scale recruitment
E0 – Engineer/JM	Nil
E1 -AM	2
E-2-Mgr.	4
E-3-Sr. Mgr.	7
E-4-DGM	9
E-5-JGM	12
E-6-AGM	14
E-7-GM	17
E-8-GGM	21

*In case of induction through GATE / Campus experience will be Nil.

CHAPTER – IV

SALARY STRUCTURE AND ADMINISTRATION

Scales of Pay

1.1 The Company employees are governed by two pay structures namely,

(i) CDA Pattern: Generally for all those who were entitled to pay scales on this pattern before 01.01.1989 and continue to be in the same as on date.

(ii) IDA Pattern: For those appointed on or after 01.01.1989.

All new regular appointments on recruitment, promotion or absorption shall be done in IDA scales only.

1.2 The Scales of Pay and designations are indicated below against each Scale of Pay. These are applied to appointments below the level of the Board of Directors. For appointments at the level of the Board, Central Government fixes the salary structure including scale of pay, dearness allowance and other allowances.

			On CDA Pattern (w.e.f. 01.01.2016)			
Designation		On IDA Pattern (w.e.f. 01.01.2017)	Pay Band	Grade Pay	Level	Pay Matrix
EXECUTIVE						
ED	E-9	150000-300000	37400-67000	10000	14	144200- 218200
GGM	E-8	120000-280000	37400-67000	10000	14	144200- 218200
GM	E-7	100000-260000	37400-67000	8900	13A	131100-216600
AGM	E-6	90000-240000	37400-67000	8700	13	123100-215900
JGM	E-5	80000-220000	-	-	-	-
DGM	E-4	70000-200000	15600-39100	7600	12	78800-209200
SR.MGR	E-3	60000-180000	15600-39100	6600	11	67700-208700
MGR	E-2	50000-160000	9300-34800	5400	9	53100-167800
AM	E-1	40000-140000	9300-34800	4600	7	44900-142400
ENGG/JM	E-0	30000-120000	-	-	-	-
NON-EXECUTIVE						
STA/SO		29500-111000	9300-34800	4200	6	35400-112400
TA/SR.ASSTT.		26000-96000	9300-34800	4200	6	35400-112400
SR.DEO/TECH.-I		24000-90000	5200-20200	2800	5	29200-92300
ASSTT./TECH.-II		22000-83000	5200-20200	2400	4	25500-81100
JR.ASSTT/TECH.-III		20000-66000 *	5200-20200	1900	2	19900-63200
FH GR-I/R.SORTER		16000-60000	5200-20200	1800	1	18000-56900
FH.GR.II/SR.MESS			4440-7440	1650		
FH/MESS			4440-7440	1300		

(RITES Office Order No. PP/11/2022 dated 19.01.2022)

Dearness Allowance 2.1 In addition to pay, in the relevant scale of pay as fixed under the relevant rules, the employees of the Company are paid dearness allowance on CDA/IDA pattern as applicable to the corresponding scale, at the rates notified from time to time.

House Rent Allowance (HRA) 3.1

a. HRA is paid to such employees who are not allotted, or, provided with houses / flats or other residential accommodation owned or leased by the Company.

The rates of HRA, classification of cities for the purpose of HRA & its effective date for CDA/IDA Scale employees shall be as per guidelines issued from time to time, the present rate of HRA being as under.

Classification of Cities	Rate of HRA
X-Class	27% of Basic Pay
Y-Class	18% of Basic Pay
Z-Class	9% of Basic Pay

(RITES Office Order No. PP/61/2017 dated 08.12.2017)

b. An employee drawing HRA at the admissible rates will, in the event of transfer to another station, be entitled to HRA as under, up to a period of six months, provided he retains the accommodation at the previous station and continues to incur the rental liability:

(i) For the first two months from the date of assumption of charge at the new station at the same rate at which it was drawn at the previous station; and

(ii) For the next four months, at the rate at which it was being drawn at the previous station or the maximum amount that would be admissible to him at the new station had he taken residence there on rent, whichever is less. In either case, the grant of the allowance, under this provision shall not be admissible beyond the date on which the employee rents out a house or is allotted the Company's own or leased accommodation at the new station of posting.

c. If an employee in receipt of HRA dies, the allowance may be paid up to a period of four months from the date of his death to the family who were residing with the employee on the same conditions as applicable to the employee before his death, at the discretion of the Management. For the purpose of this provision, "family" would mean the spouse, dependent legitimate / step /adopted children or the parents of the deceased employees.

d. The staff posted at project sites are entitled to HRA as

applicable at the previous station of posting or retention of Company's house or leased accommodation, as the case may be, at the original place, provided that:

- The project site meets with the conditions of being declared as a "project" and does not permit shifting of family to the project site due to lack of educational and medical facilities etc.; and

- The employee submits an undertaking that he is actually spending on accommodation of his family / retaining his family at his last station of posting.

4.1 **Perks & Allowances (for IDA Scale Regular Employees)**

'Cafeteria approach' has been adopted for payment of perks and allowances admissible to different categories of executives & staff in IDA Pay Scale, subject to a ceiling of 35% of Basic Pay. The recurring cost incurred on running and maintenance of infrastructure facilities like hospitals, colleges, schools, etc. would be outside the ceiling of 35% of Basic Pay. As regards company-owned accommodation provided to the executives, the Company would bear the Income Tax liability on the 'non-monetary perquisite' of which 50% shall be loaded within the ceiling of 35% of Basic Pay on perks and allowances.

The perks & allowances under 'Cafeteria Approach' in respect of the regular employees in IDA pay scale shall be 35% of the basic pay effective from 01.04.2022. The bifurcation of bouquet of allowances in component of 'Fixed' allowance and 'Variable' allowance shall cease to exist. The employees may opt for the allowances from the list of allowances attached at Annexure-A. Employees can exercise their option for choosing the set of allowances on yearly basis.

Cash benefit like Annual Day gift, Diwali gift, Scholarship to children of employees, Birthday gift and Marriage gifts shall be subsumed in the bouquet of allowances.

Location based Compensatory Allowances and Non-practicing Allowance as per DPE OM dt. 07.09.2017 and Work based Hardship Duty Allowances as per DPE OM dt. 04.08.2017 shall continue to be kept outside the cafeteria approach.

(RITES Office Order No. PP/30/2022 dated 03.03.2022)

The allowances which were earlier drawn outside the basket, such as Compensation Package for Arduous working conditions & Night Duty Allowance, have now been subsumed in the Basket of Allowances (Fixed & Variable) under Cafeteria Approach. As such, these allowances will not be drawn separately.

Since, reimbursement of expenses on OPD treatment has been kept outside the basket of allowances effective from 01.04.2022, the deduction on account of OPD allowance component shall not be made from the allowances of an employee whose spouse is working

in Government / PSUs. However, in case of both husband and wife are working in RITES, either of the employees can claim the benefit of OPD reimbursement as per their option. In case an employee opts to avail medical facility from the office of his / her spouse, he / she will not be allowed to avail the medical facility including OPD expenses from RITES.

Similarly, no deduction on account of LTC component from the allowances of an employee whose spouse is working in Government / PSU will be made. However, if both husband and wife are working in RITES, only one of them should opt for LTC facility in basket of allowance.

(RITES Office Order No. PP/94/2022 dated 07.07.2022)

Recovery from basket of allowances on account of official vehicles provided to the officials shall be at the rates mentioned below :

Additional Transport Allowance to Divyangjan employees

4.2 Divyangjan (PWD) employees working in IDA scale of pay shall be given additional transport allowance @ 5% of their basic pay per month w.e.f. 01.04.2022, over & above the ceiling of 35% of basket of allowances.

(RITES Office Order No. PP/132/2022 dated 05.12.2022)

4.3 Divyangjan (PWD) employees working on contract basis shall be paid additional transport allowance @5% of their basic remuneration per month w.e.f. 21.02.2022.

(RITES Office Order No. PP/133/2022 dated 05.12.2022)

Allowances for CDA Scale Employees

5.1 Employees in CDA scales of pay are entitled for the following allowances w.e.f. 01.07.2017, as per conditions laid down by the Govt. and as modified from time to time.

a) **Transport Allowance**

(I) Employees, other than those who have been provided official vehicles, shall be entitled to Transport Allowance at the following rates :

Employees drawing pay in Pay Level	Normal Rates of Transport Allowance per Month	
	Employees posted in the Cities as per Annexure (i)	Employees posted at all other Places
14 & above	Rs. 15750 + DA thereon	Rs. 15750 + DA thereon
9 to 13	Rs. 7200 + DA thereon	Rs. 3600 + DA thereon
3 to 8	Rs. 3600 + DA thereon	Rs. 1800 + DA thereon
1 and 2	Rs. 1350 + DA thereon	Rs. 900 + DA thereon

For employees drawing pay of Rs. 24,200/- & above in Pay Level 1 & of the Pay Matrix shall be eligible for grant of Transport Allowance

@ Rs. 3,600/- plus DA thereon at the cities mentioned in Annexure (i) and @ Rs. 1,800/- plus DA thereon at all other places.

(II) Transport Allowance to Divyangjan (PWD) employees:

Physically disabled employees on CDA pay scale will be entitled to transport allowance at double the normal rates as prescribed above, which shall, in no case be, less than Rs. 2250/- p.m. plus applicable rates of Dearness Allowance. Eligibility for the same is mentioned as below:

i) Employees with physical disability of blindness and Orthopedically Handicapped employees with a minimum of 40% permanent partial disability of either one or both upper limbs or one or both lower limbs OR 50% permanent partial disability of one or both upper limbs and one or both limbs combined.

ii) Employees with hearing impairment and speaking disability (i.e., deaf & dumb persons) with minimum disability being 40%.

iii) Hearing impaired employees having loss of sixty decibels or more in the better ear in the conversation range of frequencies' as per Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995.

(RITES Office Order No. PP/67/2018 dated 25.07.2018

b) **Project Allowance**
Employees shall be paid Project Allowance at the following rates :

Level in Pay Matrix	Cell Name	Rate per month
9 & above	R3H2	Rs. 3,400/-
8 & below	R3H2	Rs. 2,700/-

c) **Children Education Allowance (CEA)**
Amount fixed for reimbursement of CEA is Rs. 2,250/- pm and for reimbursement of Hostel Subsidy is Rs. 6,750/- pm.

d) **Family Planning Allowance** stands discontinued w.e.f. 01.07.2017, for both CDA as well as IDA Scale Employees.

e) **Re-imbursement for employees in CDA pay scale (including on deputation to RITES in CDA pay scales):**

Sn	Perks and Allowance	Level of Employees	Rate of Allowance
1	Reimbursement for Newspaper & Magazines	All level of employees	Up to Rs. 2000/- per month for all levels of employees *
2	Reimbursement of entertainment expenses	GGM	Rs. 10000/- per month
		GM	Rs. 6000/- per month
		AGM	Rs. 3000/- per month

* Employees have to submit a declaration of having incurred the expenditure at the end of financial year.

The OPD medical allowance of Rs 1667/- p.m. has been discontinued w.e.f. 01.04.2022 and the facility for Indoor & Outdoor medical reimbursements shall be applicable to the employees in CDA pay scale including employees on deputation, as applicable to the employees on IDA pay scale in RITES (issued vide Office Order No. PP/30/3022 dated 03.03.2022) provided they surrender such benefits of their parent organization.

Other cash benefits like Annual Day Gift, Diwali Gift, Birthday Gift and Marriage Gift stands discontinued w.e.f. 01.04.2022.

(RITES Office Order Nos. PP/31/2022 dated 03.03.2022 and PP/32/2023 dated 06.09.2023)

Reimbursement of Charges towards Vehicle Maintenance (RCVM)

6.1 RITES officials having their own vehicles are eligible for RCVM in lieu of Transport Charges, on optional basis, based on the grade pay / pay band indicated below:

Employees drawing Grade Pay of	Rates per Month (in Rs.)	
	A Class Cities	Other Places
Non-executives	2450	1650
Executives from ENGG/JM to AM level	2800	1850
Executives from MGR to GM	3150	2100
GGM & above	6450	5200

Terms & Conditions

i. Those provided with official vehicles including pooled one are not entitled to RCVM.

ii. Employees opting for RCVM will not be eligible for conveyance to perform journeys on official account to different places within the Municipal limits of their HQ station and also to attend office beyond normal duty hours and to attend office on holidays.
In case of employees posted in Gurgaon and Delhi, the limit would be treated as municipal limits of Gurgaon and NCT of Delhi as the limit of their HQ territory.

iii. RCVM to the extent of eligible amount is to be granted on

maintenance of auto-vehicle by the employee concerned

iv. An official drawing RCVM is not eligible for use of official vehicle for his movement in connection with official work. However this is not applicable to official journeys to/from Railway station/Airport/Bus stand at the commencement of and on return from tours to outstations.

v. RCVM will not be admissible if an employee is absent from the Headquarters / place of duty on leave / tour / temporary transfer for a period of 30 days or more.

vi. Option, once exercised will be for a minimum period of one year.

7.1 **Fixation of Pay**

(a) The initial basic pay of an employee newly appointed to a post in the Company will be fixed at the minimum of the scale of pay of the post to which he is appointed.

The Management may, however, permit the pay of an individual new recruit to be fixed at a higher stage in the scale of pay, taking into account the special circumstances of his case like higher qualifications, greater experience and other merits than the minimum standards prescribed for the post.

(b) When an employee is promoted to a higher post or grade, his initial pay in the new scale of pay will be fixed.

i. At the stage next above the pay notionally arrived at by increasing his pay in the lower grade by one increment, subject to the condition that the pay in the higher post is not less than the minimum of the scale of pay prescribed for it and does not exceed the maximum of the scale.

Note: If the employee is drawing pay at the maximum of the lower scale at the time of promotion, then his pay will be increased notionally by adding one increment (last increment in the lower scale), and then fixed at the stage next above in the higher scale.

OR

ii. Pay on promotion may be fixed initially at the next higher stage which may be refixed on the date of next increment in pay scale of lower post as per (i) above

iii. If the pay is fixed under (ii) above, the next date of increment will fall due on completion of 12 months qualifying service from the date pay is refixed on the second occasion. Option has to be exercised within

one month of the date of promotion for fixation of pay under rule (i) or (ii) and option once exercised is final.

(c) If an employee had previously been promoted to the higher scale and later reverted, then on re-promotion, his initial pay will be fixed at a stage not less than that drawn on the last occasion in the higher scale and the period(s) for which the pay had been drawn shall count for the purpose of drawal of annual increment in the higher scale.

(d) Any special pay or charge allowance paid to an employee will not be taken into account for the purpose of fixation of pay in the higher grade unless the Management permits the reckoning of such special pay / allowance in an individual case taking into account the special circumstances pertaining to it.

(e) When an employee promoted to a post draws a lower rate of pay in that post than another employee junior to him in the lower grade and promoted subsequently to the same or identical higher post, the pay of the senior employee in the higher post will be stepped up to a stage equal to the pay of the junior employee in that higher post. This will be done with effect from the date of promotion of the junior employee and be subject to the following conditions:

(i) Both the junior and senior employee should belong to the same seniority group and the posts to which they have been promoted should be in the same channel of promotion.

(ii) The two scales of pay should be identical.

(iii) If the junior employee's pay happens to be fixed at a higher stage by virtue of advance increment granted in the lower post, then this rule will not be invoked to step up of the senior employee.

(f) Pay of an employee on deputation with the Company will be fixed in accordance with the rules laid down for the purpose by the organization from where he is taken on deputation, so long as he continues to remain on deputation. On permanent absorption in the Company, his pay will be refixed in accordance with the rules of the Company. On such permanent absorption, the Management may permit the deputation allowance, if any drawn by him, to be protected in the fixation of his pay in the grade in which he is absorbed.

(g) In the case of an employee reverted from a higher to a lower grade, his pay in the lower grade will be fixed at the stage, he would have been in, had he continued in the lower grade, but for promotion to the higher grade.

(h) The management may modify the provisions in the rules for fixation of pay from time to time by issue of general orders for governing cases of hardships or anomalies.

Vertical Head (HR) has full powers for fixation of pay on appointment / promotion / secondment / deputation etc. as per policy / guidelines, after fixation by HR and vetting by Finance Establishment.

(RITES SoP dated 22.06.2023 clause 25.2)

Drawal of Increment

8.1 (a) In the case of employees who are on probation, the first increment will be drawn with effect from the first day of the month in which the probation is declared to have been successfully completed or the month following the completion of twelve months from the date of appointment on probation, whichever is later.

(b) Subsequent increments will, in the case of those newly recruited and of those promoted to a higher grade, be granted after every year of service from the first of the month in which it becomes due. Leave without pay (if it is not on medical grounds) and period of suspension will not count for increment unless in the case of suspension the competent disciplinary authority decides otherwise.

(c) Stagnation increments: In case of reaching the end point of pay scale, an executive will be allowed to draw stagnation increments, one after every two years up to a maximum of three such increments, provided the executive gets a performance rating of 'Good' or above.

Bonus

9.1 The management will grant annual bonus to its employees in accordance with the statutory provisions contained in the Payment of Bonus Act, 1965 as amended from time to time.

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Annexure (i)

LIST OF CITIES / TOWNS ELIGIBLE FOR HIGHER RATES OF TRANSPORT ALLOWANCE ON RE-CLASSIFICATION OF CITIES / TOWNS AS PER CENSUS - 2011 (w.e.f. 01.04.2015)

S.NO.	NAME OF THE STATES / UNION TERRITORIES	NAME OF THE CITY / TOWN
1.	ANDAMAN & NICOBAR ISLANDS	-
2.	ANDHRA PRADESH / TELANGANA	Hyderabad (UA)
3.	ARUNACHAL PRADESH	-
4.	ASSAM	-
5.	BIHAR	Patna (UA)
6.	CHANDIGARH	-
7.	CHHATTISGARH	-
8.	DADRA & NAGAR HAVELI	-
9.	DAMAN & DIU	-
10.	DELHI	Delhi (UA)
11.	GOA	-
12.	GUJARAT	Ahmadabad (UA), Surat (UA)
13.	HARYANA	-
14.	HIMACHAL PRADESH	-
15.	JAMMU & KASHMIR	-
16.	JHARKHAND	-
17.	KARNATAKA	Bangalore / Bengaluru (UA)
18.	KERALA	Kochi (UA), Kozhikode (UA)
19.	LAKSHADWEEP	-
20.	MADHYA PRADESH	Indore (UA)
21.	MAHARASHTRA	Greater Mumbai (UA); Nagpur (UA); Pune (UA)
22.	MANIPUR	-
23.	MEGHALAYA	-
24.	MIZORAM	-
25.	NAGALAND	-
26.	ODISHA	-
27.	PUDUCHERRY / PONDICHERRY	-
28.	PUNJAB	-
29.	RAJASTHAN	Jaipur (UA)
30.	SIKKIM	--
31.	TAMIL NADU	Chennai (UA), Coimbatore (UA)
32.	TRIPURA	-
33.	UTTAR PRADESH	Ghaziabad (UA), Kanpur (UA) Lucknow (UA)
34.	UTTARAKHAND	-
35.	WEST BENGAL	Kolkata (UA)

Annexure A

Perquisites & Allowances under Cafeteria Approach

Sr. No.	Perks & Allowances	Option ceiling	Income Tax provision	Documents/Certificates to be submitted
1.	Child Education and Hostel Subsidy Allowance	Upto 5% of Basic Pay	u/s 10(14)(ii) & Rule 2BB Child Edu: Rs.100/- p.m. per child (max of 2 children) Hostel Allow.: Rs.300/- p.m. per child (max of 2 children)	Undertaking as per Annexure-I. Proofs of expenses to be submitted as and when required by RITES/ Income Tax Dept.
2	LTC/LTA	Up to 15% of Basic Pay	U/S 10(5) & Rule 2B Actual Exp.	Proof of expenditure to be submitted as per prescribed guidelines for LTC /LTA.
3.	Canteen Allowance/ Meal Vouchers/ coupon/card *See Note(i) below	Up to 7% of Basic Pay	u/s 17(2) Exempt up to Rs.50 per meal during office hours (max 2 meals per day)	No Documentation Required
4.	Reimbursement of Exp. on Wardrobe including washing	Up to 7% of Basic Pay	u/s 10(14)	Undertaking as per Annexure-I Proofs of expenses to be submitted as and when required by RITES/ Income Tax Dept.
5(a)	Reimbursement of Exp. Incurred for knowledge updation like exp. on Professional literature, Newspaper, Magazines, Journal, etc.	Up to 5% of Basic Pay	u/s 10(14)	Undertaking as per Annexure-I Proofs of expenses to be submitted as and when required by RITES/ Income Tax Dept.
5 (b	Reimbursement of Exp. Incurred for professional development like courses fee, Exam Fee etc	Up to 5% of Basic Pay	u/s 10(14) Actual Exp.	Undertaking as per Annexure-I. Proofs of expenses with permission letter/ NOC to be submitted.
6.	Reimbursement for Soft Furnishing – Residence Office	Up to 8% of Basic Pay	u/s 10(14)	Undertaking as per Annexure-I Proofs of expenses to be submitted as and when required by RITES/ Income Tax Dept.

7.	Transport Allowance	Up to 5% of Basic Pay	u/s 10(14)(ii) Rs.3200/- p.m. only for Blind, Deaf & dumb, or physically handicapped for commuting between residence and office	Undertaking as per Annexure-I Proofs of expenses to be submitted as and when required by RITES/ Income Tax Dept.
8.	Gift-in-kind / Gift Voucher	Up to Rs.4999 upto Rs 4999/-	u/s 17(2)	No Documentation Required
9.	Garden Allowance	Up to 5% of Basic Pay	Taxable	No Documentation Required
10.	Other Allowances/ perks	Balance amount	Taxable	No Documentation Required

Employee shall be solely responsible for declarations for availing Income Tax benefits and shall be required to retain a copy of their declaration (s) along with necessary documentary proofs for a minimum period of 7 financial years, beyond the current financial year, for submission to Authorities including Income Tax Authorities/ RITES Ltd as and when required.

Notes:

(i) In respect of Allowance at Sr. No.3 above, if an employee selects the option of meal vouchers, the vouchers @ Rs.100/- per working day (subject to maximum of Rs.2500 p.m.) shall be issued. The balance amount as per percentage opted under this category shall be paid as canteen allowance. In case absence of employee on account of unauthorised leave, leave without pay, study leave, EOL, Maternity leave and Child care leave, the meal voucher shall not be applicable.

(ii) Employee shall be allowed to select from components as above of Cafeteria as per quantum of percentage required by them within the upper ceiling limit of Basket of allowances of 35% of Basic Pay. Necessary provision will be made in SAP/ESS portal for selection of components initially on activation of the process/First joining of employee and subsequently, once in year (in the month of April), components selection can be allowed to be changed.

(iii) Necessary declaration/certification in respect of actual expenditure done by the employees shall be submitted by them as per Annexure-II, in the last quarter of the financial year along with documentary proofs as required, in absence of which, they would be ineligible for Income Tax Benefits, as applicable.

(iv) Income Tax Exemption, mentioned above, may not be available in the New Income Tax Regime u/s 115 BAC of the Income Tax 1961, as applicable.

Annexure-I

Online option for Perks & Allowance under "Cafeteria Approach" for FY ……

Personnel No.	
Name of the Employee	
Designation	
Department	
Place of Posting	

Sl.No.	Perks & Allowances	Maximum % of Basic Pay/ Amount	Opted
1.	Child Education and Hostel Allowance	Up to 5% of B. Pay	
2.	LTC/LTA	Up to 15% of B. Pay	
3.	Canteen Allowance/Meal Vouchers/ coupon/card	Up to 7% of B. Pay	
4.	Reimbursement of Exp. on Wardrobe including washing	Up to 7% of B. Pay	
5 (a)	Reimbursement of Exp. Incurred for knowledge upgradation like exp. on Professional literature, Newspaper, Magazines, Journal, etc.	Up to 5% of B. Pay	
5 (b).	Reimbursement of Exp. Incurred for professional development like courses fee, Exam Fee	Up to 5% of B. Pay	
6.	Reimbursement for Soft Furnishing – Residence Office	Up to 8% of B. Pay	
7.	Transport Allowance	Up to 5% of B. Pay	
8.	Gift-in-kind / Gift Voucher	Up to Rs.4999 annual	
9.	Garden Allowance	Up to 5% of B. Pay	
10.	Other Allowances/ perks	Balance amount	

I hereby declare that the above options are exercised by me for Perquisites Allowances under the 'Cafeteria Approach' for the FY …… and are restricted to 35% of Basic Pay.

Place:

Date:

(Signature of Employee)

Annexure-II

UNDERTAKING FOR AVAILING
INCOME TAX BENEFIT FOR PEQUISITES & ALLOWANCES

1.	Personnel No.	
2.	Name of the Employee	
3.	Designation	
4.	Department	
5.	Place of Posting	

A. Education/Hostel Allowance

This is to certify that I will incur /have incurred an amount not less than Rs……. (in words ……) in FY …….. towards education/hostel expenses for my children whose particulars are as under:

Sr	Particulars	Child 1	Child 2
1.	Name of Child		
2.	Studying Class / Course		
3.	Name of Institution		
4.	Hostel Facility availing	Yes/ No	Yes/ No
5.	Number of months for which education expenses claimed		
6.	Number of months for which Hostel expenses claimed		

B. **Expenditure on Wardrobe including washing**

This is to certify that I will incur/have incurred an amount not less than *Rs..... (in wor ds……..……..) in FY …… towards maintenance of wardrobe including washing as prescribed by the Company for performance of official duties.

C. **Professional Updation Allowance**

This is to certify that I will incur/have incurred an amount not less than *Rs..... (in words ……. ……..……) in FY …… towards purchase of Business Newspaper Magazine/ Periodical/Journal/ Membership fee, etc. for effective discharge of official duties.

D. **Professional Development Allowance**

This is to certify that I will incur/have incurred an amount not less than Rs..... (in words

……) in FY …….. towards course & examination fee for the course, as allowed by the company for professional development.
Documentary proof of expenditure along with permission/ NOC from Company is enclosed. (Attachment)

E. **Reimbursement for Soft Furnishing – Residence Office**
This is to certify that I will incur/have incurred an amount not less than *Rs..... (in words ……..……..) in FY …….. towards expenditure on Soft furnishing items at residence for effective discharge of official duties.

F. **LTC/LTA**
This is to certify that I will incur/ have incurred an amount not less than Rs.....(in words ……..) in FY ……. towards LTC. Documentary proof of expenditure is enclosed. (Attachment)

I hereby undertake that I shall be solely responsible for my declarations as above for availing Income Tax benefits and shall retain a copy of my declaration (s) along with necessary documentary proofs for a minimum period of seven financial years, beyond the current financial year for submission to Authorities including Income Tax Authorities/ RITES Ltd as and when required.

Place:
Date:
(Signature of Employee)

***Note:**

As per provisions of Income Tax Act, DDO (Drawing & Disbursing Officer), responsible for Tax Deduction at source, is required to see the reasonableness of expenditure claimed. For maintaining the Income Tax benefits within the reasonable limits, the Income Tax benefit may accrue to the employees for the financial year, on the expenses opted by them as wholly, necessarily and exclusively incurred in the performance of official duties, is suggested to be subject to the upper ceiling of the expenditure as under:

Designation (As on 1st April of F.Y.)	Annual upper ceiling of Expenditure for I.T. Benefit		
	Exp. on Wardrobe including washing	Exp. on professional Updation	Exp. on Soft Furnishing– Residence Office
Directors	Rs.90,000/-	Rs.72,000/-	Rs.90,000/-
GGM/ED	Rs.72,000/-	Rs.54,000/-	Rs.72,000/-
DGM to GM	Rs.54,000/-	Rs.42,000/-	Rs.54,000/-
AM to Sr.Mgr	Rs.36,000/-	Rs.30,000/-	Rs.36,000/-
Below AM	Rs.24,000/-	Rs.18,000/-	Rs.24,000/-

For the new employees joining during the financial year after 1st of April, the upper ceiling shall be proportionate for the period of service during the year on the basis of designation at the time of appointment.

CHAPTER – V

COMPENSATION FOR TRAVEL ON COMPANY'S BUSINESS

Section – I: RITES Traveling and Daily Allowance Rules

These Rules are called the RITES Traveling and Daily Allowance Rules.

Objective

1.1 These Rules are designed to provide monetary compensation to the employees, when they are required to go out of their Headquarters on tour of duty on the company's official business or work or are transferred to a new place of work, to meet the expenses of travel, stay, food etc. and in the case of transfer, expenses of relocation of the employee and his family.

Scope and Applicability

2.1 These Rules apply to all regular employees of the Company and those on contract, probation, re-engagement including those who are on deputation from a Government Department or other Public Sector Undertakings. These Rules are not applicable to casual and daily rated employees unless all or any of these provisions are specifically made applicable to them with the approval of the CMD.

Definition

3.1

i) "Controlling Officer" means the officer or authority empowered to authorize the tour of duty of the employee or on his transfer.

ii) "Family" means the employee's spouse, legitimate children, step children and adopted children who are wholly dependent on the employee and parents including step mother, sisters and minor brothers who are residing with and wholly dependent on the employee. It also includes unmarried daughter/s, whether earning or not. Son / brother shall be dependent till the age of 25 years and should be fully dependent upon the employee.

iii) "Pay" means the basic pay in the prescribed grade.

iv) "Tour of duty" means the visit of the employee from his headquarters office to another place on Company's official business or work.

Note: Travel for the purpose of appearing in official enquiries, selection or interviews conducted by Company etc. will be treated as tour of duty.

v) "Transfer" means the movement of the employee from the Headquarters at which he/she is posted to another station so that the new station becomes his new headquarters temporarily or permanently.

Controlling Officer

4.1 For the purpose of journeys on tour, the controlling officers will be as indicated in the Schedule of Power (SoP).

Modes of Travel for Journeys on Tours of Duty

5.1 The following modes of travels are authorized for employees of different grades /levels, while they undertake journey on tour of duty and if they are not provided the requisite tickets for these journeys by the company, they may claim reimbursement of the expenses incurred by them on this account:

(a) **Journeys by Air**

The entitlement for travel by air within the country and international travel on tour of duty shall be as below:

Level	Domestic	International
CMD	Business Class	First Class
Directors	Business Class	Business Class
ED	Economy Class	Business Class
GGM	Economy Class	Economy Class
AGM/GM	Economy Class	Economy Class
DGM/JGM	Economy Class (by no frill/low cost Airlines)	Economy Class
Sr.Manager & below	Not entitled; but by Economy Class on low-cost Airline with specific approval of Director	Economy Class

Note:

i) GGMs may be allowed to undertake foreign travel by Business Class in case the total Travel time is more than 8 hours including stop over and in other cases, they shall be entitled for travel by economy class. If during the stop-over between the connecting flights, stay at a hotel is provided by the Airlines, they will have to undertake the travel by Economy Class if the travel time excluding stop over is less than 8 hours.

ii) The austerity measures will remain in place for travel by air on LTC, which would continue to be restricted to economy class irrespective of the entitlement.

iii) Air Travel for employees posted at / on tour to North Eastern States:

Employees of the level of Manager & above, who are transferred to North Eastern States or required to perform journey on tour are permitted to and fro travel by air (economy class), as a special case, for journeys between their place of posting to Guwahati/ Agartala/ Silchar/ Imphal/ Dimapur/ Aizwal/ Itanagar/ Dibrugarh/ Shillong/ Gangtok/ Agartala.

Similar facility shall also be extended for travel to

A&N Islands, J&K and Ladakh.

iv) Travel by higher class can be permitted as per delegation to authorities in SoP. Power to allow air travel to non-entitled employees shall be within power of Director.

v) CONCERT Members staying outside may Travel by Air to Delhi / NCR for attending CONCERT Meetings, subject to maximum reimbursement of Train Fares as per their entitlement plus Rs. 2,500/-.

vi) Submission of Boarding Pass along with TA bill

Ministry of Finance, Department of Expenditure vide their OM No 19030/3/2014-E.IV dated 23.06.2020 on the captioned subject have done away with the condition of submission of Boarding Pass with TA claims in case the Govt. servant is unable to submit the Boarding Pass subject to submission of self-declaration in prescribed proforma (Annexure A).

On similar lines, it is hereby notified that in case a RITES employee is unable to submit his/her Boarding Pass along with their TA claims, he/ she may submit a Self-Declaration in lieu of the Boarding Pass. The proforma for self-declaration is enclosed as Annexure to this Office Order.

For officers Manager and below level, the proforma would be required to be counter signed by their controlling officer.

These instructions shall be applicable in respect of journey on tour only.

(RITES OO No PP/125/2022 dated 01.11.2022)

b) **Class of travel for journey by Rail**

Level	**Entitlement**
AGM & above	AC 1st Class
Manager to JGM	AC 2 Tier
Non-Executive Cluster II to Asst. Manager	AC 3 Tier/AC Chair Car
Non-Executive Cluster I	IInd Sleeper/AC Chair Car

Travel entitlement for journey in Premium/Premium Tatkal/Suvidha/Shatabdi/Rajdhani/Duronto/Vande Bharat/Tejas Trains :

Level	Entitlement
AGM & above	Executive/AC 1st Class
Manager to JGM	AC 2nd Class/Chair Car (In Shatabdi Trains)
Asstt. Manager & below	AC 3 Tier/Chair Car

Note:

i) Employees who were on roll of the Company on 01.04.2014 and were permitted to travel by AC-3 Tier Class by Train on tour earlier, will continue to be eligible to travel by AC-3 Tier as personal to them.

ii) In case of places not connected by rail, travel by AC bus for all those entitled to travel by AC-II Tier & above by train and by Deluxe / Ordinary bus for others is allowed.

iii) In case of road travel between places connected by rail, travel by means of public transport is allowed provided the total fare does not exceed the train fare by the entitled class.

iv) In case of Reservation/Cancellation of Rail bookings, on account of official duties, the charges will be reimbursed as below:

- Reimbursement of Premium Tatkal Charges for booking of tickets and the reimbursement of Dynamic/Flexi-fare in Shatabdi / Rajdhani / Duronto/Vande Bharat/Tejas Trains while on official tour / training.
- Reimbursement of Tatkal Seva Charges which has fixed fare.
- For employees working in Delhi / NCR, requisition in the prescribed form for booking of rail ticket, through controlling officer not below the rank of GGM, to be sent to Travel & Protocol Desk at the Corporate Office.
- For booking of rail tickets outside Delhi / NCR, reservation / cancellation through travel agent, on actuals, subject to maximum of Rs. 50/- per ticket.
- IRCTC charges, as per existing rates, will be reimbursed in case of reservation / cancellation through net.
- Bank net charges, as prevalent, for booking through credit/debit card.

- Cancellation charges by the Railways for normal & booking through Tatkal Quota.

- Reimbursement of cancellation charges is subject to reasons recorded / approved by Sub-Unit Head.

c) **Mileage allowance for journeys by Sea or by River Steamer**

Level	For places other than A&N & Lakshadweep Group of Island	For travel between mainland and A&N & Lakshadweep Group of Island by ships operated by Shipping Corporation of India
Manager & above	Highest class	Deluxe class
Sr. Asst. to Asstt. Manager	Lower class if there be two classes only on the steamer	First / 'A' Cabin class
Asst. & Sr. DEO	If 2 classes only, the lower class; If 3 classes, the middle or second class; If there be 4 classes, the third class	Second / 'B' Cabin class
Jr. Asst. & below	Lowest class	Bunk class

(d) **Mileage allowance for journey by Road**

The entitlements for travel by bus/auto rickshaw/scooter/ motor cycle, full taxi/own car shall be as indicated below :

Level	Entitlement
SO & Below (N7 & Below)	Actual fare by any type of public Bus OR At prescribed rates for auto rickshaw for journey by auto rickshaw, own scooter, motor cycle, moped etc.
Jr. Manager/Engineer & Above (E0 & Above)	Same as above; Including prescribed rate of taxi, when journey is actually performed by taxi. **Note: 'Taxi' shall mean all types of taxis-AC/Non-AC.**

Mileage allowance for road journeys shall be regulated at the following rates in places where no specific rates have been prescribed either by the Directorate of Transport of the concerned State or of the neighboring States:

For journeys performed in own car/taxi	**Rs. 20 per km**
For journeys performed by auto-rickshaw, own scooter, etc.	Rs. 11 per km

The existing rates indicated in the rule are at fixed rates and were based upon rates notified by Govt of Delhi for Delhi and NCR. Since the rates are being revised from time to time, the same shall be at the rates notified for Delhi & NCR (for places where no specific rates are laid down by the respective State

Note: In case of travel by own car, specific approval is required from the Competent Authority irrespective of approval through ESS portal.

(e) **Mileage allowance for journeys on foot and bicycle**

The rates of Mileage Allowance for journeys on foot and bicycle, on tour and transfer shall be 60 paise per km.

Note: Where heavy official documents or materials have to be carried or several places have to be visited on urgent errands or the particular mode or class of travel to which an employee is entitled is not available for the place to be visited, the controlling officer may permit travel by a different or higher class than the one prescribed.

Daily Allowance, Hotel Charges & Composite Allowance on Tour

Domestic 6.1 a) **Daily Allowance**

Level	'X' Class Cities	Other Cities
GGM & above	1200	900
AGM to GM	1000	800
DGM/ JGM	900	800
Manager/ Sr. Manager	800	700
Engg./ Jr. Manager / Asstt. Mgr	800	600
Non-Executive Cluster II & III	700	600
Non Executive Cluster I	600	500

The following further conditions apply in regard to the payment of Daily Allowance indicated above.

i) Period of absence will be counted from the scheduled time of departure and actual time of arrival of the mode by which journey is performed.

In case of tour to multiple city in a particular day i.e. 'X' city and Normal city, DA/Composite DA will be paid for 'X' class city for a particular day.

ii) Payment of daily allowance will be regulated according to absence from headquarters from midnight to midnight as under:

For absence of less than 6 hrs . – 30%
For absence of 6 hrs. to 12 hrs. - 70%
For absence over 12 hrs. - 100%

iii) Full daily allowance will be payable for a continuous stay of up to first 30 days at one station. If the stay exceeds 30 days continuously at one station, then the daily allowance will be granted at the rate of 50% of the rate applicable to the particular station for the period beyond 30 days to 90 days. For stay beyond 90 days and up to 120 days continuously at one station Daily Allowance at the rate of 50% of the full rate will be granted with the approval of GGM under whom the employee functions. In special cases, full daily allowance will be payable with the specific approval of Chairman & Managing Director or a Functional Director, taking into account the merits of each individual case, if the stay exceeds 30 days continuously at one station.

v) Daily allowance will be payable for holidays falling during the tour but not for the days availed of as leave by the employees.

vi) Consolidated Travelling Allowance (CTA)

With the approval of CMD, employees engaged on Projects where the nature of duty warrants absence from Head Quarters for more than 20 days a month on average, are entitled to CTA not exceeding 15 days Daily Allowance (12 days for O&M Projects) for tours within the local area of duty.

The rate of Daily Allowance (DA) for the purpose of CTA shall be 100% of prescribed rate of DA for Projects Site at "X" Class Cities, and 80% at other cities.

Further, CTA is not payable if the employee proceeds on earned leave, temporary transfer or during joining time or during any other period for which normal TA/ DA is drawn separately for journeys beyond the local area of duty.

Staff posted at various project sites will be entitled to CTA even though office transport has been provided to them for movement for project related works, subject to their fulfilling the conditions for grant of CTA.

b) **Hotel Charges**

Level	'X' Class Cities	Other Cities
CMD & Dir.	Actuals	Actuals
ED	12000	10000
GGM	10000	9000
AGM/ GM	8000	6000
DGM/ JGM	4500	3500
Manager/Sr. Manager	3000	2500
Engg./Jr. Manager /Asstt. Manager	2500	2000
Non Executive (Cluster I, II & III)	2000	1500

Note:

(i) Spouse/dependent family member of the employee may share the hotel accommodation, subject to reimbursement being within the entitlement of the employee, while on tour on duty.

(ii) Hotel rates on dual occupancy will be allowed in cases where two employees on tour, training etc. occupy a single room to avail better facilities. Such employees may be permitted re-imbursement to the extent of their individual entitlements.

(iii) Above entitlements are excluding GST and other local taxes, if any, which shall be extra.

(iv) For hotel charges, overall ceiling would be enhanced by 30% in case of Mumbai and Bangalore over and above the rates of 'X' Class Cities.

(v) In case of staff having been granted the special grade on placement basis, the hotel entitlement in their respect would be as applicable to the corresponding designation of the placement grade held by the employee concerned.

(vi) At tourist places during peak season in the North eastern states, actual expenses incurred by an officer for availing of hotel accommodation may be permitted to be reimbursed, after due approval of the Director concerned, on being satisfied about the valid reasons for exceeding the entitlement.

(vii) Employees may be allowed up to 30% of the Hotel entitlements for short stay in hotels in case outward and return journey are performed on same day.

(viii) Payment of Hotel expenses should be made through the digital mode, and in exceptional circumstances where digital payment is not possible, and the employee has to make payment through the cash mode, he/she shall submit a declaration detailing the reasons for the same and submit his/her claim to this effect to his/her Sub-Unit head through his/her Controlling Officer for onward submission to the Finance department. A copy of the said approval may be attached along with his/her TA claim raised through ESS portal. Sub-Unit head concerned should be vigilant to keep a watch so that the employee concerned shall not misuse this facility.

Payment can be made in cash mode by employees for conveyance charges as per their eligibility.

However, all employees should be encouraged to make the payment in digital mode to the service providers for the above-mentioned purpose.

(RITES OO No. PP:06:2023 dated 07.02.2023 on Mode of Payment for Hotel and Conveyance charges on tour

(c) **Composite Allowance**

Following Composite Allowance is payable in case an employee makes his own arrangement for stay, while on duty, and submits a declaration to this effect.

Level	Composite Allowance	
	'X' Class Cities	**Other Cities**
CMD/Dir.	1500	1400
GGM/ED	1400	1300
DGM to GM	1200	1100
Manager/Sr. Mgr.	1000	900
Engg./Jr. Manager / Asstt. Manager.	900	800
Non-Executive (Cluster II & III)	900	800
Non-Executive (Cluster I)	700	650

Note: Composite Allowance is payable without the condition of night stay at the place of tour, to the extent of 70% of the above rates, subject to minimum 12 hours absence from the HQ.

(d) **Travelling Charges within the City**

i) Taxi Charges for Airport transfers during official tours:

Taxi charges for journeys from residence to Airport to residence while performing Official Tours shall be reimbursed on actual basis subject to distance involved and verification of latest rates notified by the Directorate of Transport of the concerned state or of the neighbouring States.

ii) Autorickshaw Charges for visit in Delhi & NCR*

Revised Rates of Delhi & NCR notified by Govt. of NCT of Delhi and applicable on date of journey/Tour period.

Fare	Rs. 30/- for first 1.5 kms (upon downing the meter) and thereafter Rs. 11 per km for every additional km.
Night Charges	25% of the fare (11:00 PM to 5:00 AM)
Luggage Charges	Rs. 10/- shall be charges per piece, whereas the driver/operator shall not charge any money for a shopping bag or a small attaché/ suitcase.

iii) Taxi Charges (Black & Yellow) for visit in Delhi & NCR*

Fare	Rs. 40/- for first 1 km (upon downing the meter) and thereafter Rs. 17/- per km for Non-AC Taxis and Rs. 20/- per km for AC Taxis for every additional km.
Night Charges	25% of the fare (11:00 PM to 5:00 AM)
Luggage Charges	Rs.15/- shall be charges per piece, whereas the driver/operator shall not charge any money for a shopping bag or a small attaché/ suitcase. The existing rates indicated in the rule are at fixed rates and were based upon rates notified by Govt of Delhi for Delhi and NCR. Since the rates are being revised from time to time, the same shall be at the rates notified for Delhi & NCR (for places where no specific rates are laid down by the respective State).

The existing rates indicated in the rule are at fixed rates and were based upon rates notified by Govt of Delhi for Delhi and NCR. Since the rates are being revised from time to time, the same shall be at the rates notified for Delhi & NCR (for places where no specific rates are laid down by the respective State).

Note : Employees using their own vehicles will also be reimbursed on the basis of same Autorickshaw / Taxi rates, as above.

*The above rates shall also be applicable to places other than Gurgaon and NCT of Delhi where no specific rates have been prescribed either by the Director of transport of the Concerned State or of the Neighboring States. In case the rates prescribed by the local Transport Department of the State / City are higher than these rates, the higher rates shall be applicable on production of the copy of State Transport Department orders.

(e) **Arrangement Air Ticket and Accommodation**

i) All the Air travel by employees across the Country shall be done only through centralized protocol section

ii) All the flying miles against travel by employees shall accrue to the corporate frequent flyer account maintained by centralized protocol section

iii) All executives across the Country shall book their hotel accommodation through centralized protocol section. Centralized protocol section would book the accommodation in Taj/ITC Group only for E-0 & Above employees and in case of non-availability of these hotels at the location of the tour or non-availability of accommodation (start supported by due certification from these hotels), other hotels shall be considered for booking within the eligibility

iv) Non-Executive employees may book hotel accommodation through the protocol section or directly in the hotels as per their entitlements.

v) Billing against accommodation booked by centralized protocol section shall be on “billed to Company” basis unless otherwise specifically communicated by centralized protocol section.

(f) There are no specific taxi hiring rates for Hill Stations and the charges normally are higher than other cities.

To be given on actual basis on submission of taxi bill, subject to a maximum ceiling of twice the normal rate per kilometre.

(g) **Conveyance charges to be paid to Inspecting Engineers for travel on inspection duties**

The Inspecting Engineers in Regional offices have to travel at a short notice in connection with field inspections on a daily basis for inspection locally at the place of their posting and also have to travel to outstations within their area notified. Due to short period of notice for travel it is not possible for an inspecting engineer to arrange for travel tickets by train. Moreover, even if they travel on train for local conveyance they require conveyance. Considering the nature of travel of inspecting engineers different modes including corporate tie up with Ola / Uber companies had been tried in the past which did not work out smoothly. Hence, they have been permitted to travel by their own vehicle. They are paid conveyance at the rate indicated in letter No. RITES/P&P/Vehicle/2020 dated 26.10.2020.

The existing rates of reimbursement in respect of Inspecting Engineers as notified on 26.10.2020 is enclosed.

Foreign Travel 7.1 a. **Approval**

The purpose of Foreign visit, shall be expressly stated and approved by Competent Authority. Such approval shall remain valid for 4 (four) months from the date of its approval.

The proposals for Foreign visits of employees shall be initiated by the Sub-Unit Head/ED concerned and submitted for approval of CMD through Director (Finance). The proposals for Foreign Business visits of Directors/CMD will be dealt with as per extant guidelines of the DPE.

b. **Entitlements**

The entitlements of travelling allowances, Daily Allowances etc. in connection with official tours outside India will be as under:

b.1 **Class of Travel**
As detailed in Clause 5.1 (a) above.

b.2 Consolidated Foreign Travel Allowance (CFTA) shall be inclusive of all taxes, duties, cess etc. of any nature levied in Foreign Country.

b.3 **Daily Allowance and other travelling entitlements**

The payment of Consolidated Foreign Travel Allowance (CFTA) for tour abroad will be made for actual night spent outside India excluding journey time by shortest route based on approval provided by Competent Authority. If the journey involves break journey/stopover, Daily Allowance as mentioned below at the rate specified by MEA for that

Country becomes payable. If the journey involves break journey/stop over, the time will be clubbed together of all such break journey/stopover and lowest of the DA as being applicable for break journey/stopover Countries will be payable.

Particulars	% of Daily Allowance
Break Journey/Stopover of less then 6 Hours	30% of Daily Allowance
Break Journey/Stopover for 6-12 Hours	50% of Daily Allowance
Break Journey/Stopover for more than 12 Hours	80% of Daily Allowance

The % of DA payable for Break journey / stopover shall be paid only in cases where the DA has not been paid otherwise for that day.

Further, No daily allowance and hotel charges for the day of departure from foreign country will be paid.

However, 30% of the incidental expenses becomes payable in case where the flight departure time is after 20:00 hrs. on the same day.

In case the employee has been paid the daily allowance for a day, no additional daily allowance shall be payable on account of break journey / stopover.

b.4 Consolidated Foreign Travelling Allowance (CFTA)

The following will be the rates of visits up to a duration of 30 days.

Level	Rates (USD/Day)
CMD & Directors	500
GGM/ED	350
GM & below	300

(i) For period exceeding 30 days, 75% of the above rates shall be applicable.

(ii) In case of official business delegation/Ministerial delegation where an executive of lower rank accompanies and such official does not get accommodation where the delegation leader is staying, they shall be allowed room rent of the lowest category of the room available in hotel where leader of the delegation stays.

(iii) The Consolidated allowance would include Daily allowance (rate of DA specified by MEA for that Country, hotel charges, conveyance and all other

incidental charges.

(iv) Reimbursement in cases where free boarding and lodging facility are provided shall be made as under:

a. Where free boarding (accommodation and meals) facilities are provided - 50% of Daily Allowance (specified by MEA) and 100% of Incidental charges (i.e., 40% of CFTA) will be paid.

b. Where free lodging (only accommodation) facility are provided – 100% of Daily Allowance (specified by MEA) and 100% of Incidental charges (i.e., 40% of CFTA) will be paid.

c. If Conveyance facility is provided, then incidental charges will be reduced to 50% (i.e. 20% of CFTA)

b.5. **Visit to Nepal/Bhutan**

Entitlements in respect of Air fare, accommodation, local conveyance etc. for visit on official tour to any X Class city in India, will be applicable mutatis mutandis for visit to Nepal and Bhutan.

c. **Procedure for rendering of accounts on return from tour abroad**

(i) The employees shall be entitled to Consolidated Foreign Travel Allowance as indicated in para b.4 above.

(ii) Expenses on hotel accommodation incurred by the employee abroad should be supported by bill/ receipt. In case the employee does not submit a hotel bill/receipt and makes his own arrangement of boarding, he shall be allowed 10% of admissible rate of Consolidated Foreign Travel Allowance and daily allowance as specified by MEA for that country. The amount of expenses on incidental charges like local conveyance, communication and other contingent expenditure shall be limited to 40% of consolidated foreign travel allowance.

Note: The journey to and fro the Airport and the place of Stay shall not be considered as Local Conveyance and would be reimbursed separately as per actuals, subject to submission of valid proof thereof. In absence of such proof, certification by the official concerned duly counter-signed by the Executive Director/Director concerned may be accepted.

(iii) On return, within 5 working days of resuming duty, the employee concerned shall submit a consolidated account of Foreign Currency for various expenses. Any surplus foreign currency, after calculation of expenditure incurred would be refunded to Company within 48 hours of resuming duty. In case refundable amount is USD 25 or less, the equivalent INR may be opted for recovery from immediate next month salary.

(iv) Where the stay abroad is extended for official reasons with the approval of a competent authority, the employee shall be paid additional foreign travelling allowance in foreign exchange for such extended period of stay. In case the payment of additional foreign travel allowance could not be paid during stay abroad, the equivalent amount shall be paid in Indian Currency.

(v) Where the duration of stay abroad is curtailed/ reduced, the employee shall refund the Foreign Travelling Allowance in foreign exchange for the number of days so curtailed/reduced.

d. **Miscellaneous**

(i) The Officer going on foreign posting shall be governed by specific rates of travelling allowance as approved separately, for each Project Contract by the Competent Authority.

(ii) In case of the employees posted on foreign assignment/project, if the nature of duties involves touring within that country, the Project Director/Team Leader will prepare a TA/DA policy for that project, taking into consideration factors such as the cost of the project, prevailing market rates expended towards conveyance, hotel expenses in that country etc. Such policy will be routed through HR Department and will require approval of the Director concerned.

(iii) The employees deputed for foreign visits shall submit a Report of the visit within 10 days of completion of the visit, to the concerned Director(s)

(iv) Subject to exigencies of work, the employees may be granted leave while on tour/training abroad for a period not exceeding 50% of the actual period of duty abroad (excluding the transit time from India to the country of deputation & back and enforced halt) or a fortnight, whichever is less, for personal reasons.

(v) An undertaking may be given by the employee, to the effect that in case he/she leaves the company within one year of completion of training, he/she will have to deposit Rs. 1,00,000/- to the company. The undertaking will be submitted to the Training Cell, HR Deptt., Corporate Office.

Advance	8.1	An employee proceeding on journeys on tour under these rules may be granted advance to meet the cost of travel and other reimbursable expenses. A bill for adjustment of the actual expenses against the advance should be submitted within one month of completion of the journey; failing which the advance will be liable to be recovered from the employee's salary.
General	9.1	Travel and daily allowances as are admissible under these rules are not to be treated as a source of profit or additional income, as they are in the nature of compensation for expenses incurred on a reasonable basis for the purpose of essential travels undertaken by the employee. Every employee shall use the same discretion and judgment in incurring these expenses economically as he would exercise when he undertakes travels on his own account.
Relaxation & Interpretation	10.1	CMD is the competent authority for interpretation of these rules and for relaxation of the provisions in individual cases. (Office Order No.PP/75/2022 dated 15.06.2022; Officer Oder No PP/43/2022 dated 30.03.2022;Office Order No PP/34/2023 dated 13.09.2023)

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Annexure A

Annexure to OO No PP/125/2022 dated 01.11.2022

Self – declaration Certificate in lieu of Boarding Pass

I (Name of employee)…… S/o or D/o hereby declare and certify that:

1. I have misplaced my Boarding Pass and do not have a digital/ physical copy.

2. I have actually performed the onward journey on Tour from ..... To ……. On…… (date) using the Air Ticket purchased by my office/by me vide PNR No ……., Flight No……., departure time: …….. dated …….. issued by ……..(name of Airlines Company/Authorised Agency) to visit ……. (address of the office visited).

3. I have actually performed the return journey on Tour from ……To ……. On……(date) using the air ticket purchased by my office/by me vide PNR No ……Flight No ……., arrival time: …… dated ……Issued by …… (Name of Airlines Company/Authorised Agency) to visit…… (address of the office visited).

4. I further declare that I have never claimed nor I will claim part or full of this claim for this journey from any other/same office.

5. In case the above declaration given by me is not found true at my stage, I shall be liable to disciplinary action under RITES Conduct, Discipline & Appeal Rules, 1980, as amended from time to time and to refund the sum along with penal interest thereon to the organization.

Signature : ……..

Name: ……..

Designation : ……..

Sub-Unit: ……..

Countersigned by Controlling officer
(For Manager and below employees)

(RITES OO No PP/125/2022 dated 01.11.2022)

Section – II : Compensation for Transfers from One Place to Another

Regular employees or those on deputation, who are transferred from one headquarters station to another, is entitled to the following compensation:

Travel Expenses 1.1

The expenses incurred by the employee on travel by self, his / her spouse, wholly dependent family members and maximum two children, will be reimbursed by the same modes and class of travel as admissible when the employee proceeds on official tour journeys. Reimbursable will also include the expenses incurred for travel from residence to Railway station or bus stand at the old headquarters and for a corresponding travel at the new headquarters by the permissible mode of transport.

Note: Government / Railways / PSU officials joining RITES on immediate absorption basis shall also be given the benefit of transfer expenses, as admissible to Deputationists, except joining period pay / leave.

Travelling Allowance on Transfer/ Retirement 2.1

(a) **Transportation of Conveyance and Composite Transfer Grant (CTG) at the time of Retirement**

(i) Transportation of Conveyance

The expenditure on transportation of conveyance by RITES employees at the time of their retirement or by his / her family in case of death or medical incapacitation of the employees shall be reimbursed, at the rate as admissible to him during his active service.

(ii) Composite Transfer Grant (CTG)

CTG shall be paid at the rate of 60% of last month's basic pay in case of an employee, who on retirement or his / her family; settles down at a place other than the last station(s) of their duty located at a distance of or more than 20 km. However, in case of settlement to and from the island territories of Andaman, Nicobar & Lakshadweep, CTG shall be paid at the rate of 100% of last month's basic pay. The transfer incidentals and mileage for journeys between the residence and the railway station/bus stand, etc. at the old and new station, have been subsumed in the CTG and are not separately admissible. As in the case of serving employees, employees who on retirement, settle at the last station of duty itself or within a distance of less than 20 kms may be paid one third of the CTG subject to the condition that a change of residence is actually involved.

b) Composite Transfer Grant (CTG) on Transfer

CTG shall be paid at the rate of 60% of last month's basic pay in case of transfers involving a change of station located at a distance of more than 20 kms from each other. However, for transfer to and from the island territories of Andaman, Nicobar & Lakshadweep, CTG shall be paid at the rate of 100% of last month's basic pay. In cases of transfer to stations, which are at a distance of less than 20 kms from the old station and of transfer within same city, one third of the CTG will be admissible, provided a change of residence is actually involved. The transfer incidentals for RITES employees and the members of his family as the road mileage for journeys between the residence and the railway station/bus station/airport at the old and new stations shall not be admissible, and are subsumed in the CTG.

In case of transfer of husband and wife takes place after 60 days of transfer of the spouse, but within six months of each other from the same place to the same place, 50% of CTG on transfer shall be allowed to the spouse transferred later. No transfer grant shall be admissible to the spouse transferred later; in case both the transfers are ordered within 60 days.

(RITES OO No PP/80/2021 dated 11.08.2021)

(c) **Transportation of Personal Effects**

The expenses incurred by the employee on transportation of his and family's personal effects at the time of transfer will be reimbursed to the limit of the ceilings given below:

i) Transportation of Personal Effects by Train / Steamer

Level	Entitlement
DGM & above	6,000 Kgs by goods train / 1 double container (40 Ft. E.U.) or 2 containers (20 Ft. E.U.) including cost of door-to-door movement of container
Sr. Asst to Sr. Mgr.	6,000 Kgs by goods train / 1 single container (20 Ft. E.U.) including cost of door to door movement of container
Sr. DEO	3,000 Kgs. of luggage by goods train
Asst. & below	1,500 Kgs. of luggage by goods train

Note: The rates for transporting the entitled weight by Steamer will be equal to the prevailing rates prescribed by such transport in ships operated by Shipping Corporation of India.

ii) Transportation of Personal Effects by Road

Level	Entitlement (Rs./km)
DGM & above	50
SO to Sr. Mgr.	50
Sr. DEO/Sr. Asst.	25
Asst. & below	15

Note: Reimbursement will be subject to production of bills in original.

iii) Transportation of Personal Effects within the Same City

RITES officials, on production of proper voucher / receipt, will be reimbursed on actuals subject to the limit mentioned below, on shifting of personal effects within the same city:

- For Executive Level Officers: Ceiling limit of Rs.10,000/-
- For Non-Executive Level Officers: Ceiling limit of Rs. 6,000/-

Reimbursement will be permissible subject to the following circumstances:

- Shifting from Railway/Government accommodation to RITES flats/ leased accommodation.

- Shifting from RITES flats from one locality to another.

- Shifting from RITES flats / leased accommodation to self-leased accommodation. Claims of reimbursement for shifting from one self-leased accommodation to another self-leased accommodation will not be admissible.

- Shifting from one leased accommodation to another leased accommodation provided the lease period is for a minimum of 24 months. If for any reason the lease agreement is terminated before the expiry of the term of the agreement, reimbursement will not be allowed for shifting to the next leased accommodation.

d) **Transportation of Vehicle**

When an employee needs to transport his own personal vehicle i.e., a car, motor cycle, or scooter or bicycle, then

the expenses incurred by him on such transportation will also be reimbursed as under :

Level	By Train/ Steamer	By Road Between Places Connected by Rail	Between places Connected by Rail	By Goods Train	By Pass. Train
Sr.Asstt. & above	Motor car	Actual expenses limited to Rs. 10/ km or expenditure on transportation by passenger train or rail, whichever is less	Actual expenses by road limited to Rs. 10 per km	Actual cost of packing & freight between the two stations	Actual freight charged by the Railway
Sr.DEO / Fitter	1 motor cycle / scooter				
Asstt. & below	1 motor cycle / scooter, moped / bicycle				

(Toll / petrol receipts to be submitted if vehicle is driven by road)

Note : 1. It may be noted that employees on transfer or retirement would be entitled to Composite Transfer Grant, or, reimbursement for transportation of Personal Effects, whichever is higher, as per rates indicated above. In addition, he/she however, shall be entitled to travel expenses and reimbursement for transportation of vehicle. Reimbursement should be claimed within six months from the date of transfer / retirement etc.

In case of transfer / posting to project sites, reimbursement towards maximum of 10 days stay in Hotel / Lodging is admissible, as per entitlement, on submission of actual bills / receipts. During this period, the employee is not entitled for HRA/Lease; Reimbursement shall be however limited to 50% of Maximum Basic Pay.

3.1 If the medical practitioner treating the employee or any member of his family eligible for the benefit under the Medical Attendance Rules recommends a journey to be undertaken by the person under treatment to another place for the purpose of specialized treatment at a hospital or a clinic, then the expenses incurred on the journey to and from that place for the patient and an attendant if need be will be reimbursed subject to the travel being by the mode and class (not higher than Second AC by train in any case) admissible for journeys on tour by the employee. **Travel for Medical Examination/ Treatment**

4.1 In case of transfer on request by an employee from one Head Quarter to another, the employee will not be entitled to any compensation (composite transfer grant, transportation of personal effects, transfer leave etc.) on this account. **Transfer on Request**

CTG and other entitlements to employees on Deputation:

5.1 Travel entitlements for employees joining in CDA pay scales on deputation or upon repatriation from RITES w.e.f. 01.07.2017 are as below:

a) **Composite Transfer Grant (CTG)**

CTG shall be paid at the rate of 80% of the last month's basic pay in case of transfer involving a change of station located at a distance of or more than 20 kms from each other. NPA and MSP shall not be included as part of basic pay while determining entitlement for CTG.

In cases of transfer to stations which are at a distance of less than 20 kms from the old station and of transfer within the same city, one third of the CTG will be admissible, provided a change of residence is actually involved.

Other rules precluding transfer grant in case of transfer at own request or transfer other than in public interest, shall continue to apply unchanged.

b) **Transportation of Personal Effects**

Level	Designation	By Train/Steamer	By Road
12 & above	DGM & above	6000 Kg by goods train/4 wheeler wagon /1 double container	Rs. 50 per km
6 to 11	Sr. Asst. to Sr. Mgr.	6000 Kg by goods train/ 4 wheeler wagon/ 1 single container	Rs. 50/- per Km
5	Sr. DEO/Fitter	3000 Kg	Rs. 25/- per Km
4 & below	Asst. & below	1500 Kg	Rs. 15 per Km

The rates for transporting the entitled weight by Steamer will be equal to the prevailing rates prescribed by such transport in ships operated by Shipping Corporation of India.

The claim for reimbursement shall be admissible subject to the production of actual receipts / vouchers.

c) **Transportation of Conveyance**

Level	Designation	Reimbursement
6 & above	Sr. Asstt. & above	1 motor car etc. or 1 motor cycle/scooter
5 & below	Sr. DEO & below	1 motorcycle/scooter/moped/bicycle

For travel expenses of self & family and any other tour / transfer during the deputation tenure, reimbursement shall be as applicable to regular employees.

6.1 (a) **Entitlements** **Temporary Transfer**

i) Transfer to a place for a period not exceeding 180 days be treated as “Temporary Transfer” and in all such cases the journey from headquarters to station of deputation and back may be treated as on tour for purpose of regulation of travelling allowance.

ii) Daily allowance for the days of halt at the station of transfer shall be payable as under:

- First 180 days : Full daily allowance
- Beyond 180 days : Nil

iii) No advance of pay may be allowed in the case of temporary transfer.

(b) **Other conditions**

i) In a case where the transfer initially made for a period of exceeding 180 days is subsequently reduced to a period of 180 days or less, the transfer travelling allowance originally allowed should not be changed to the disadvantage of the employee.

ii) If a temporary transfer initially made for a period not exceeding 180 days is later extended beyond this period, the travelling allowance already drawn shall be adjusted in the transfer travelling claim, but the daily allowance admissible up to the date of issue of orders extending the transfer, will not be so adjusted.

iii) Every transfer order should specify whether it is a regular or a temporary transfer for a period not exceeding 180 days. The nature/period of transfer is to be indicated in the column “Purpose of journey” prescribed in the Travelling Allowance Bill.

iv) The orders contained above apply only in the matter of regulating travelling/ daily allowance and bear no effect on other factors like assumption of charge of a new post, change of headquarters.

(c) **Drawal of Daily Allowance**

i) The period of 180 days for drawal of daily allowance for halt at an outstation on temporary transfer shall be calculated on the basis of the period of the halt which will begin from the time the forward journey ends at the outstation and will end at the time the return journey commences. The intention is to relate the limit and not to entire absence.

ii) No daily allowance will be admissible for halts at the station from which the employee is transferred in case he went on tour to that station from his temporary headquarter.

Joining Time Facility

7.1 (a) Employees transferred from one Headquarters station to another Head Quarters station involving change of residence are entitled to joining time as below :

Distance between old H.Q. and new H.Q.	No. of days of Joining Time
1000 Km or less	4 days
More than 1000 Km, but less than 2000 Km	5 days
More than 2000 Km	7 days

(Except in the case of travel by air, for which the maximum period is 5 days).

(b) Joining time shall commence from the date of relinquishing charge of the old post, if the charge is made over in the F.N. or the following date if the charge is made over in the A.N.

(c) When holidays follow joining time, the normal joining time is deemed to have been extended to cover such holidays. However, it is clarified that holidays cannot be prefixed to joining time; instead joining time commence from the holiday itself.

(d) Extension of joining time beyond the above limits may be granted up to maximum of 30 days by the CMD or a Functional Director. The guiding principle for sanction of additional joining time would be that a total of 8 days for preparation plus reasonable transit time including time unavoidably spent due to disruption of traffic caused by strikes, natural calamities etc.

(e) Not more than one day's joining time shall be allowed to join a new post within the same station or when change of residence from one station to another is not involved.

(f) No joining time is admissible in the case of 'temporary transfer' for a period not exceeding 180 days. Only the actual transit time is allowed as in the case of journey on tour.

(g) When an employee joins the new post without availing of full joining time, the no. of days of joining time admissible subject to the maximum of 15 days reduced by the number of days actually availed of, shall be credited to his earned leave account subject to the restriction on accumulation of earned leave.

(h) Joining time can be combined with Earned Leave, but not with Casual Leave.

(i) An employee on joining time is treated as on duty and is paid pay and allowances as applicable at the old station from which he is transferred.

8.1 An employee on transfer may be granted an advance of one month salary (pay and allowances admissible at the new headquarters). The advance will be recovered in three equal monthly installments from the salary of the employee. **Advance**

9.1 In the event of re-allocation of contractual employees to a new project involving movement to a new place of posting and wherein a fresh contract is entered into with the employee leading to termination of the earlier one, the following allowances are reimbursable : **Payment of TA/ DA to Contractual Employees**

Contract Employees engaged on Lump sum compensation	**Contract Employees engaged in IDA Pay Scale**
Reimbursement of fare towards journey of self, spouse and dependent children shall be allowed in the entitled class	Reimbursement of fare towards journey of self, spouse and dependent children shall be allowed in the entitled class
Cost of shifting of luggage and vehicle (2 wheeler or 4 wheeler) as applicable to regular employees of equivalent level shall be allowed	Cost of shifting of luggage and vehicle (2 wheeler or 4 wheeler) as applicable to regular employees of equivalent level shall be allowed
Reimbursement towards maximum of 5 days stay in Hotel/Lodging shall be allowed, as per entitlement, on submission of actual bills/ receipts. Recovery shall be made from the allowances to the extent of percentage of HRA applicable (as per classification of cities for regular employees) at the new place of posting on account of this reimbursement.	Reimbursement towards maximum of 5 days stay in Hotel/Lodging shall be allowed, as per entitlement, on submission of actual bills/ receipts. Recovery shall be made from the allowances to the extent of percentage of HRA applicable (as per classification of cities for regular employees) at the new place of posting on account of this reimbursement.

Payment of above allowances is subject to re-allocation being done in the interest of the company and certified by Sub-Unit Head not lower than a GM.

(RITES Office Order No: PP/139/2022 dated 21.12.2022 & PP/140/2022 dated 21.12.2022)

10.1 CMD is the competent authority for interpretation of these rules and for relaxation of the provisions in individual cases. **Relaxation & Interpretation**

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Section – III : Transfer and Job Rotation Policy

Objectives 1.1 The transfer and job rotation policy has the following objectives :

(i) Ensure planned movement of employees across locations to meet operational and administrative needs of the organization.

(ii) Garner diversified knowledge pool by rotating officers from one core area to another, and to provide job enhancement and enrichment opportunities to employees.

(iii) Provide opportunities for self-satisfaction among employees and reduce monotony of job.

(iv) Ensure strategic and systematic succession planning for key posts at senior and middle management levels.

(v) Ensure rotational re-deployment of employees from "sensitive" posts.

(vi) Adherence to Government regulations/guidelines as applicable and as amended from time to time.

Applicability 2.1 These rules apply to all regular employees of RITES and those who are on deputation from other organizations.

Management's Right 3.1 The Management reserves the right to transfer/rotate employees from one post or job to another, within or outside the current place of posting, on temporary or permanent basis, as per business requirements of the Organization.

Basis for Transfer 4.1 Transfers are based upon:

(i) Requirement of manpower in new/existing business at any location/project.

(ii) Vacancies created due to creation of new posts, promotions, retirements, resignations etc.

(iii) Requirements arising due to surplus, or, shortage of staff.

(iv) Job rotation requirement in synchronization with specified period at a location.

(v) Strategic and business needs, suitability or otherwise of an employee for a specified time.

(vi) Organizational needs

5.1. The following posts/roles are identified as sensitive posts:

Sensitive Posts for the Purpose of Job Rotation

Vertical / Dept.	Sensitive Position
HW UI METRO BPA RI	a) All PU Heads, Sub-Unit Heads dealing with procurement and contract management. b) Project coordinators, controlling site in charge. c) 4DFOs and Bill processing officers at PO/PUs
EXPOTECH	**1) Business Development:** a) Sub Unit Head (GGM/GM/AGM) looking after Business Development. b) The Second Line Official looking after Business Development activities and directly reporting to the Sub-Unit Head in this area. **2) Project Execution, Tendering and Procurement:** a) Sub-Unit Head/ Project In charge b) The Second Line Official (DGM to AGM level) directly reporting to the Sub-Unit Head / Project -In Charge in these areas.
QA	**1) Corp. Office** a) Sub Unit Head (GGM/GM/AGM Level) **2) RIOs (NRIO, ERIO, WRIO, SRIO)** b) RIO Head c) Controlling Manager d) Inspecting Engineers deployed for TPI and lab testing (other than deployed in process inspection) e) Divisional Finance Officers (DFOs) f) Engineers / Jr. Managers, AMs / Managers / Accountant involved in payment activities. **3) CRIO** a) RIO Head (GGM/GM/AGM Level) b) Controlling Manager (other than in SAIL/BSP) c) Divisional Finance Officers (DFOs) d) Engineers / Jr. Managers, AM / Managers / Accountants involved in payment activities.
IT	a) Sub Unit Head b) Network Administration In charge. c) Administrators of SAP/ESS d) In-charge of Procurement/ contract management
TS	**1) At Headquarter (Shikhar)** a) GGM/GM (Sub-Unit Head of RES) b) GGM/GM (Sub-Unit Head of Ropeway) c) The Second Line Official AGM/JGM/DGM in each Sub-Unit involved in procurement of material and directly reporting to Unit head d) Second line official AGM/JGM/DGM in each Sub-Unit involved in submission of bids and entering into Contracts and directly reporting to Sub-Unit head e) Project coordinators/ Controlling site in-charge **2) RES Sites** a) CPM (Chief Project Manager) of each site.

HR	**1) Recruitment** a) All officers Executive Cluster-I & above b) Non Executive – NE (II) & above. **2) Desk officer(s)** a) MPA, RES, PMS, D&AR cell, Promotion cell, Leave records
ADMIN	1) a) Officials involved in tendering/ procurement/ contract management **2) Desk officer(s)** a) Vehicle management, travel desk
ESTATE	a) Officials involved in tendering/ procurement/ contract management
CORP. FINANCE	a) Banking and Treasury Officers b) In charge bill processing officer c) Bill Processing officers- Head Office & Sub Units, Regions d) Concurrence Officers e) Payroll processing officers-FE f) Finance Establishment
VIGILANCE	a) Sub-Unit Head b) All officers & staff (transfer as per CVC guidelines)
S&CC	Nil

(RITES O.O. No PP/51/2023 dated 13.12.2023)

Guiding Principles

6.1 (i) Employees of RITES are liable to be transferred from one location to another, with the proviso that such transfers will not affect the pay, grade and seniority of the employee except when such transfer takes place incidental to a punishment duly imposed under the RITES Limited (Conduct, Discipline and Appeal) Rules, 1980 in which case pay, grade and seniority might be affected consistent with the punishment imposed.

(ii) Transfers and job rotation shall purely be based on organizational needs.

(iii) At the time of transfer all the employees would be required to make a handing over note to assist the successor to execute his responsibilities effectively. A copy of such note would be given to the immediate reporting authority. The handing over note shall be examined by the immediate reporting authority.

(iv) In case an employee is transferred on promotion, he/she will be allowed to join the promoted post only at the new place of posting. However, in case of mid-project or mid-academic session, Management may take decision on case to case basis.

(v) Promotion shall be effective only after joining at the new place of posting within the specified period. However, seniority and other benefits shall be effective from the

date of promotion only if the joining takes place within a reasonable time. Promotion shall become null and void, without exception, in case transfer is not affected unless the transfer orders are reviewed.

(vi) It shall be incumbent on the authority responsible to release the employee as per the orders. Any unauthorized non-release of a transferred employee will be treated as non-compliance. Disciplinary action under RITES (Conduct, Discipline and Appeal) Rules, 1980 can be taken if the employee does not relocate to the newly assigned post within the time frame specified in the transfer order as it shall amount to non-obeying of orders.

(vii) In case an employee tries to influence transfer, it would be taken as violation of Rule 17 of the RITES (Conduct, Discipline and Appeal) Rules.

(viii) To the extent possible, husband and wife employees of the Organization would be posted at the same location, so as to enable them to lead a normal family life. There would, however, be no bar on separate posting in case of work exigencies.

(ix) Management may consider personal constraints of employees on children education or medical of self and/or dependents while rotating.

(x) Transfer request of an employee on account of family problems or medical grounds shall be treated as his/her own interest.

(xi) A sympathetic consideration will be taken for transferring/ posting the physically challenged employees or employees having physically or mentally challenged spouse or children in accordance with the guidelines of Govt. of India.

(xii) Sub-Unit Head shall review the list of employees deployed on sensitive posts as indicated in para 5 above, annually in the month of January/February. They shall ensure that such employees are shifted to a different location as far as possible after completion of 4 years in such a location. The annual review must be carried out uniformly.

(xiii) Wherever there are constraints in the number of locations, or, employees being partly deployed in activities mentioned in para 5, if it is not possible to shift all the employees within this stipulated period, Sub-Unit Heads shall bring such cases to the notice of concerned Director; for approval of retention of such an employee.

(xiv) The management shall have power to transfer any

employee to a new location/office at any point of time as per the work requirement.

(xv) In respect of F&A discipline, change in role/Sub-Unit / Division and in case of P&A, change in role would be considered as rotation of job.

(xvi) In CV-based appointments where deployment is for a specific position and duration, and requires approval of the client to change the personnel, rotation policy would not be applicable during such period of deployment.

(xvii) For staff posted in project offices dealing with multifaceted activities like tenders, design, project monitoring where continuity of personnel during the currency of the project is essential, review for rotation shall be conducted by Executive Director concerned and in case it is not possible to rotate such staff, case shall be put up to Director concerned for his approval for exemption.

(xviii) Job rotation policy may be relaxed for a staff involved in core business units of the company. Such core business units shall be identified with the recommendations of Director concerned and approval of CMD; and such staff granted exemption specifically for the purpose.

(xix) In case a staff is posted back to same office / location within a period of two years of his rotation, the period spent in spells shall be counted for the purpose.

Chairman and Managing Director is the competent authority to interpret and review the policy.

Competent Authority

7.1 <u>Authorizing transfer of staff working under them:</u>

For Executive Cluster III (i.e., AGM/GM level) & above – CMD;
Up to Executive Cluster II (i.e., up to DGM/ JGM level) – Directors;
Up to Executive Cluster I (i.e., up to Sr. Manager level) – Vertical / Regional Head;
Non-Executives – PU / Sub-Unit / RIO Heads.

(Clause 25.2 of SoP dated 22.06.2023)

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CHAPTER – VI

TIME OFF FOR REST AND SICKNESS

Section – I : Leave Rules

1.1 **Objective**

The policy of the Company in regard to the grant of benefit of different kinds of leave is based on the need to :

i) afford mental and physical rest and relaxation to its employees periodically.

ii) to grant freedom from official duties for periods of their sickness, maternity etc. and

iii) to provide time off to them for attending to essential personal tasks and responsibilities.

2.1 **Applicability and Coverage**

These rules are operative from 1980 and apply to all regular including absorbed employees of the Company and to those on probation. Apprentices and employees on contract appointment on a fixed tenure are however not covered by these rules.

3.1 **Casual Leave**

Casual leave is granted at the rate of 12 days in a calendar year. It is granted in units of half or full days as required by the employee. Lunch interval will be taken as the dividing time in the case of leave for half-a-day. Casual leave cannot be carried over to subsequent calendar years. Sundays and holidays falling with a spell of casual leave will not be charged on the casual leave account.

4.1 **Special Casual Leave**

Special casual leave over and above the entitlement of 12 days of casual leave may be sanctioned with the approval of an Officer of GM level and above in special circumstances as indicated below for a total of not more than 30 days in a year in all.

i) Participation in training camp or rallies of Scouts and Guides.

ii) Participation in Republic Day Parade/ Celebrations as member of

a) St. John Ambulance Brigade &

b) In the events under orders of Govt.

iii) Participation in sports contests and tournaments

iv) Attendance at Courts as jurors and assessors

v) Attendance In meetings of technical and scientific institutions

vi) For undergoing sterilization operation under small family norms

a) 6 days for male employees

b) 14 days for female employees

c) 7 days for male employees where wives undergo sterilisation operation.

vii) Declaration of 'Bandh' or imposition of 'Curfew' disrupting the transport system etc.

viii) Blood-Donation: One day on the day of donation to a recognised Blood Bank.

4.1 Special Casual Leave may be combined with any other kind of leave and Sundays, Saturdays and other holidays intervening during a spell of special casual leave will be included in it.

Earned Leave

5.1 Earned Leave is a leave granted on full pay and allowance. The leave account of each eligible employee will be credited with 30 days leave in a financial year. This will be done in advance in two installments i.e. 15 days Earned Leave will be credited on 1st April and 15 days on 1st October each year.

5.2 During the half financial year period, in which an employee is appointed, credit of earned leave will be at the rate of 2-1/2 days per month of service and for this purpose half a month, or more, will be reckoned as one month.

5.3 Similarly, during the half financial year in which an employee is due to retire or proceeds on leave preparatory to retirement, or resigns from service, or is removed or dismissed from service or dies, recalculation will be made for crediting leave for that half year at the rate of 2-1/2 days per month, half a month or more being taken as one month.

5.4 The credit of 15 days earned leave afforded in any half financial year will be reduced by 1/10th of the period of extra-ordinary leave or leave without pay or, dies non or unauthorized absence during the previous half financial year subject to a maximum of 15 days. For this purpose, a fraction below half will be ignored and that of half or more will be reckoned as one day.

5.5 The maximum accumulation of total Earned Leave in an employee's account will be 300 days. Leave at the credit of the employee at the close of previous half financial year shall be carried forward to the next half financial year subject to the leave so carried forward not exceeding the maximum limit of 300 days. While limiting the Earned Leave account to maximum of 300 days, any excess thereof beyond 300 days, on account of further advance credit of 15 days

on 1st April / 1st October, will be kept separately and set off against the EL availed during that half-year ending i.e.31st March / 30th September. Maximum Earned Leave that can be granted at any one time will not exceed 150 days.

5.6 An employee on earned leave will be paid salary equal to Basic Pay drawn by him immediately before proceeding on leave and all allowances including dearness allowance applicable to that pay.

Half Pay Leave (LHAP)

6.1 Half pay leave will be credited to all eligible employees at the rate of 20 days per year on 1st April of the year.

In the first instance, when an employee joins on initial appointment during the financial year, half pay leave shall be credited, at the end of the relevant financial year, at the rate of 20/365, a fraction of half a day or more being rounded off to the next higher number and less than half a day being ignored. Thereafter, 20 days will be credited for each financial year on 1st April of the year.

During the financial year in which the employee is due to retire or proceeds on leave preparatory to retirement, or resigns from service or is removed or dismissed from service or dies, proportionate number of days of half pay leave, calculated at the rate of 20/365 of the days of service during the financial year, will be credited to the employee's half pay leave account. Necessary adjustments to leave credited in advance as above, if any, on this account will be done accordingly.

6.2 There is no limit to the accumulation of half pay leave, but the maximum half pay leave that can be availed of at a time is 24 months.

6.3 An employee on half pay leave will be entitled to leave salary equal to half of the Basic Pay drawn by him immediately before proceeding on leave and all allowances including dearness allowance applicable to that pay.

6.4 Where a period of absence or suspension of an employee has been treated as dies non in a half year, the credit to be afforded to his half pay leave account at the commencement of next half year, shall be reduced by 1/18thof the period of dies non subject to a maximum of 10 days.

Leave Not Due

7.1 Except in the case of leave preparatory to retirement. "Leave not due"; may be granted to any regular employee of the company who has completed one year of employment with the Company when no other leave (except casual leave) is due to him.

7.2 The maximum limit of leave not due that can be granted to an employee is 360 days during the entire period of his employment with the Company, out of which not more than 90 days at a time and 180 day in all may be granted otherwise than on medical grounds.

	7.3	Leave not due is charged against the half pay leave that the employee may earn subsequently and he will draw leave salary during such leave on the same basis as in the case of half pay leave.
	7.4	Leave not due will be sanctioned only when the sanctioning authority is satisfied that there is a reasonable prospect of the employee returning to duty on expiry of the leave and earning the amount of half pay leave that is sanctioned to him, subsequently.
Commuted Leave	8.1	Commuted leave is the leave granted to eligible employees on medical ground or to enable them to pursue an approved course of study i.e., a study accepted by the sanctioning authority to be in the Company's interest.
	8.2	Commuted leave is granted by charging on the half pay leave account of the employee to the extent of double the amount of leave. The employee on commuted leave will thus draw leave salary to the same extent as in the case of earned leave, during commuted leave.
	8.3	Commuted leave may be granted even when the employee has credit of earned leave in his account.
	8.4	Commuted leave will not be granted unless the sanctioning authority has reason to believe that the employee will return to duty on its expiry. If the employee intends to retire after expiry of the leave, the commuted leave will be treated as half pay leave and the excess amount drawn on leave salary will be recovered. But if his retirement becomes necessitated on account of ill health incapacitating him from further service, such a recovery will not be made.
	8.5	The maximum No. of days of commuted leave that will be sanctioned for pursuing of an approved course of study is 90 days (180 days of half pay leave to be commuted) during the entire period of employment.
Extraordinary Leave	9.1	Extraordinary leave is the leave granted to an employee without any leave salary. when no other leave is due to him or when he/she applies for it specifically.
	9.2	Extraordinary leave may be granted to all employees covered by these Rules except those on probation and those on re-employment with the Company.
	9.3	The maximum amount of extra-ordinary leave (inclusive of all other leave) that can be granted during the period of entire service is five years.
	9.4	When an employee fails to resume duty on the expiry of the extraordinary leave actually sanctioned to him or on the expiry of the maximum period of extra- ordinary leave as admissible to him, he/she shall be deemed to have resigned from the service unless

the Chairman and Managing Director, determines otherwise in view of the exceptional circumstances of the case.

Special Disability Leave

10.1 Special disability leave may be granted to an employee to the maximum extent of 24 months, when he is disabled by injury accidentally inflicted or caused by or in consequence of the performance of his official duties for the Company or in consequence of his official position in the Company.

10.2 Special disability leave will not ordinarily be granted unless the disability manifests itself within three months of occurrence of the event to which it is attributable and the person disabled acted to get relief from the disability with promptitude.

10.3 Leave salary as for earned leave will be granted upto 120 days and leave salary as for half pay leave for the remaining days of special disability leave. In the case of persons covered under the employees' Compensation Act. 1923, the amount of leave salary payable for the special disability leave will be reduced by the amount of compensation received by the employee from the Insurance Company against the insurance policy taken by the Company, if any, will also be reduced from the leave salary.

10.4 The recommendation and the period of special disability leave should be certified by an authorised medical practitioner.

10.5 Special disability leave is not charged against any other leave account, but it can be combined with any other leave.

Quarantine Leave

11.1 Quarantine Leave is leave of absence from duly necessitated by the presence of certain infectious disease in the family or household of the employees.

11.2 When the employee is himself suffering from any infectious disease, quarantine leave is not granted but only leave of other kinds that may be admissible to him.

11.3 Cholera, Small-pox, Plague, Diphtheria, Typhoid fever, cerebra-spinal meningitis or such other diseases as may have been declared to be infectious by the State Government or other authorities within the area under its administration may be treated as infectious disease for the purpose of the grant of quarantine leave.

11.4 Ordinarily quarantine leave will be granted upto a maximum of 21 days at a time, but in exceptional circumstances, it may be granted upto 30 days based on a certificate from Authorized Medical Practitioner or Public Health Officer of the area.

11.5 Any leave in excess of that certified by the Authorized Medical Practitioner or public Health Officer will be treated as leave of other kind as may be due to the employee. Quarantine Leave can be combined with other kinds of leave.

	11.6	An employee on quarantine leave will not be treated as absent from duty and his salary will not be affected.
Maternity Leave	12.1	Maternity leave will be granted to a female employee for a maximum period of 26 weeks of which not more than 8 weeks shall precede the date of her expected delivery subject to maximum of 2 surviving children.
	12.2	Maternity leave to those female employees who are already having two, or, more than two surviving children shall be for a maximum period of 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.
	12.3	Maternity leave may be granted for a maximum period of six weeks in case of miscarriage including abortion induced under the Medical Termination of Pregnancy Act, 1971.
	12.4	In case of tubectomy operation, maternity leave for a period of two weeks immediately following the day of tubectomy operation shall be granted on production of such proof
	12.5	A woman who legally adopts a child below the age of three months or a commissioning mother shall be entitled to maternity benefit for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be.
	12.6	Maternity leave will be granted on the production of a certificate recommending its grant and period by an Authorized Medical Practitioner.
	12.7	Any other kind of leave (including commuted leave for a period of not exceeding 60 days and leave not due) that can be granted in continuation with maternity leave shall be increased from one year to two years. The period of Extra Ordinary Leave without Medical Certificate, if any shall not be treated as qualifying service for the purpose of pension, annual increments etc.
	12.8	During maternity leave, the employee will draw full leave salary as in the case of earned leave.
	12.9	Maternity leave is not charged to any of the ordinary leave accounts.
	12.10	No woman shall be entitled to maternity benefit unless she has actually worked in the company for a period of not less than eighty days in the twelve months immediately preceding the date of her expected delivery. The above Maternity Benefits are also applicable to women employees engaged on Contract/Consultant/outsourced as per the Maternity Benefit Act, 1961 amended from time to time.
Paternity Leave	13.1	A male employee with less than two surviving children is granted Paternity Leave for a period of 15 days during the confinement of his

wife for child birth i.e. upto 15 days before or upto six months from the date of delivery of the child. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Paternity Leave shall not be debited against the leave account and will be combined with any other kind of leave (as in the case of Maternity Leave). It may not normally be refused.

Encashment of Leave

14.1 (a) The employees who retire on superannuation, or, on completion of tenure of Board Level appointees, pre-mature retirement, compulsory retirement other than on disciplinary grounds, VRS, retrenchment, on account of completely and permanently incapacitated for further service declared by a Medical Authority and death while in service would be allowed encashment of Earned Leave subject to limit of 300 days. In case of shortfall, encashment of half pay leave shall be done only to the extent of shortfall in Earned Leave limit of 300 days. The cash equivalent payable for half pay leave would be equal to basic pay as admissible for half pay leave plus DA.

It is, however, clarified that to make up the short fall in earned leave, no commutation of half pay leave would be permissible.

b) Payment of leave encashment of an employee would be withheld in case prosecution sanction or criminal case is pending in a court of law, or, major penalty proceedings are pending at the time of his resignation/ retirement/ superannuation. Release of encashment of leave would depend upon the orders of the disciplinary authority under disciplinary cases and of the court/ competent authority in case of prosecution case/ criminal proceedings. No interest shall be paid in such cases when orders are issued for payment of leave by the competent authority.

14.2 During service, the employee would be allowed to encash, once in a financial year, upto 50% of Earned Leave to his credit, as on the date on which he applies for encashment subject to a limit of 90 days provided that he is left with at least 30 days Earned Leave to his credit after such encashment as on the date of application.

14.3 Deputationists from Government and employees recruited from other public sector undertakings, who are permanently, absorbed in the Company may encash their full pay/earned leave, carried forward from their account with previous employer to the extent of 75% of such leave, provided that the monetary value of the full pay/ earned leave is remitted and received by the Company.

14.4 An employee who is dismissed, removed, compulsorily retired from employment on disciplinary grounds and terminated for unauthorized absence under rule 23 (vi)–(f) of RITES D&A Rules

will not be eligible to encash his leave.

14.5 For the period of leave encashed, an amount equal to the total of basic pay and dearness allowance on the date of application will be paid. House Rent Allowance and other allowances will not be payable for encashment of leave.

14.6 No deduction other than income tax will be made from the amount payable on encashment of leave to a serving employee if the encashment is for a period of less than 30 days. If it is for 30 days or more, monthly installment of repayment of advances and other dues will be recovered at the rates of one installment for each period of 30 days. In cases of retirement/resignation/retrenchment or death, the Company's dues will be recoverable from the amount of encashment.

14.7 The payment towards encashment of leave would not be reckoned for any other purpose like gratuity, provident fund, bonus, etc.

14.8 Company's dues, if any, shall be recoverable from the amount of leave encashment.

General Conditions for Grant of Leave and its Encashment

15.1 Application for leave and for encashment of leave will be made on-line through SAP.

15.2 Leave (or encashment of leave) cannot be claimed as a matter of right. Sanction for it will be accorded by an Officer in grade Rs. 90000-240000/-(or equivalent scale of pay) and above who supervises the employee at the time of the application for leave or leave encashment at his discretion.

15.3 Leave will be granted only after a report regarding its admissibility is obtained from the office maintaining the leave account.

15.4 Unauthorized absence from duty will render an employee liable to disciplinary action. An authority competent to sanction him leave may, however, regularize his absence as leave with or without pay if he is satisfied that the absence was due to reasons beyond the employee's control.

15.5 Leave on medical grounds wherever admissible will be granted only on the recommendation and certificate obtained from an authorized registered medical practitioner, acceptable to the sanctioning authority. The leave sanctioning authority may sanction leave on medical ground upto a maximum 2 days without production of medical certificates, if he is satisfied on the genuineness of the request for leave.

15.6 Except in an emergency, applications for leave shall be made sufficiently in advance (normally seven days to a month) of the date from which it is required to enable arrangements to be made for handling the job of the applicant during the period of leave.

15.7 Applications for extension of leave, if required due to unavoidable circumstances, shall similarly be made well in advance of the expiry of the leave already granted.

15.8 An employee, who is granted leave on medical grounds will be permitted to return to his duties only if he produces a certificate of fitness to resume his duties by the Authorized Medical Practitioner, who recommended his leave in the first place or any other registered medical practitioner, whose certificate is acceptable to the leave sanctioning authority.

15.9 Holidays including restricted holidays can be prefixed and suffixed to the leave.

15.10 An employee on resuming duty after expiry of the sanctioned leave will advise the date of resumption to the office maintaining the leave account.

Recall from Leave

16.1 In case the Company or the officer sanctioning the leave finds it necessary to recall an employee to duty before the expiry of the sanctioned leave, the employee shall return from leave to duty. If he is availing of his leave outside his headquarters, then he shall be eligible to be paid travelling and daily allowance as for tours on duty from the time of the commencement of his journey and till his return to the headquarters and the period of leave not availed of shall be restored to his account.

Study Leave

17.1 These rules are intended to grant leave in special circumstances to the employees of the Company to enable them to undertake scientific, technical or management studies or to undergo special courses of instructions. The management may suspend the operation of study leave in view of the special need of the company.

Presently the grant of study leave to employees has been discontinued till further orders.

Leave Rules Applicable in case of Posting of officials in Foreign Projects (Overseas Posting)

18.1 Employees (including officials working on contract basis) shall be entitled for leave as per the Leave Rules of the Company during their posting in Foreign Locations.

18.2 **Home Leave Passage**

Home Leave Passage for to and fro journeys to India shall be admissible as per the following

(a) After completion of minimum of 1 year stay on foreign posting, 15 days home leave passage leave including travel time for visit to India shall be allowed to the employee. Employee may also be allowed to club other type of leave, if entitled.

(b) This 15 days leave for home passage shall be over & above

the normal entitlement of other leaves and shall lapse if not availed. 15 days shall accrue after completion of 1 year of foreign posting and shall have to be availed within the next one year, to be counted from the date of completion of 1 year of foreign posting. This 15 days leave shall neither be encashable nor allowed to be carried forward after one year of accrual.

(C) In case of officials working on contract basis (on lump sum remuneration) on Foreign Projects, leave entitlement will be as per the terms and conditions of their contract during their posting in Foreign Locations.

19 **Encashment of leave on Resignation.**

(a) An employee on resignation shall be eligible to encash earned leave to the extent of 50% of balance leave available on the date of cessation of service, subject to a maximum of 150 days.

(b) However, leave encashment earlier availed by an employee, during the financial year in which he resigns from the company, will be adjusted from his settlement dues by reverting equivalent leave to his leave account. Settlement of leave thereafter will be to the extent of 50% of the balance leave.

(c) Leave encashment is not admissible during the notice period being served upon submission of resignation. Such leave encashment, if availed during Notice Period, will be adjusted from the settlement dues as mentioned in sub-para (b) above.

RITES OO.No.PP/06/2016 dated 18.02.2016 and PP/18/2017 dated 16/03/2017

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Section – II: Leave Travel Concession Rules

1.1 **Objective**

The Rules called the "RITES Leave Travel Concession Rules" are effective from the 1st January, 1980.These Rules are meant to provide financial assistance to employees of RITES 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.

2.1 **Scope and Applicability**

These Rules apply to regular employees of the Company who are governed under the CDA pattern of pay scales, who have completed at least one year of continuous employment in the Company including those on deputation from Government Department and other Public Sector Undertakings. These do not apply to persons, who continue to be on deputation from Government Departments and other Public Sector Undertakings, unless their parent organisations are agreeable to their applicability to them in lieu of any similar concession available in their own organisation. These also do not apply to casual employees whether on daily or monthly rates of wages or to those engaged on contract basis.

In case of IDA employees, LTC is a part of basket of allowances. They can claim tax-benefits in case of journey undertaken by them in term of income-tax rules of Government of India.

3.1 **Definition**

"Competent Authority" means Chairman & Managing Director or any other officer of the Company of the rank of General Manager and above.

3.2

"Family" means an employee's spouse, legitimate children, step-children and adopted children, who are wholly dependent upon the employee and parents, including step-mother, unmarried sisters, unmarried daughters of any age (whether earning or not) and minor brothers who are residing with and wholly dependent upon the employee.

Note : If both husband and wife are employed in the Company, only one of them will be entitled to avail of the concessions under these Rules including for his/her "family" the other spouse being treated as dependent.

3.3

"Home Town" means the place declared as such by the employee at the time of joining the Company or at the time of his absorption in it and accepted by the competent authority, as the place where the employee himself was or his near relations are still residing, or where the employee owned immovable property.

However the Chairman and Managing Director or a Functional Director may at his discretion authorize a change in the declaration once during the entire course of service of the employee in the Company

Nature and Extent of LTC

4.1 The primary condition for the admissibility of LTC under these Rules is that it can be availed of only when the employee proceeds on leave of any kind including Casual leave irrespective of the period of leave.

4.2 An eligible employee of the Company will be entitled to claim full reimbursement of the actual cost of travel limited to total fare by the class of travel by rail / air, as shown below:

i) Once in a block of two calendar years for the journey from his headquarters to his home town and back

ii) Once in a block of four years for the journey from his headquarters to any other place in India and back in lieu of a journey to Home Town and back.

Entitlement of Travel on LTC

5.1

Grade	Entitlement
IDA: Pay Scale Rs. 70,000-2,00,000 and above or equivalent in CDA	Economy Class by Air / AC First Class by Train
IDA: Pay Scale Rs. 40,000-1,40,000 to 60,000-1,80,000 or equivalent in CDA	AC 2 Tier by Train
IDA: Below Pay Scale Rs. 40,000 1,40,000 or equivalent in CDA	AC 3 Tier / Chair Car by Train

Carry Forward of LTC

6.1 The LTC not availed of in any particular block of two years may be carried forward to and availed of before the expiry of the first year of the succeeding block of two calendar years provided the outward journey for such carried forward LTC commences before the 31 st December of that year regardless of the date of the completion of the return journey. The LTC for visiting any place of India once in a block of four years may, if not availed of in any block, be carried forward to the first year of the next year only if the employee is entitled to carry forward his LTC to visit his home town to that year.

Travel in Groups

7.1 The LTC may be availed of by an employee and his family by undertaking the travels in separate groups. The family members need not accompany the employee or even travel in the same calendar year in which the employee travels. The family members may avail the concession independently whether the employee avails it or not. The members of the family of an employee may either travel together or separately in different groups as may be convenient to them. Whether they travel in different groups, at different times, reimbursement of expenditure shall be allowed in respect of each group provided the journey is performed during the currency of the block in respect of which the first group performed its journey. For example, for the block 1996-97 (Calendar years), if one group performs the outward journey some time in 1996, the last group can perform its outward journey any time upto 1998 (including the carried-forward period of one year). Similarly, for the block of four calendar years 1996-99, if one group performs the outward journey in 1996, the last group can perform the outward journey any

time upto 2000 (including the carried-forwarded period of one year). The return journey of each group must be completed within the block year from the date of commencement of the outward journey by that group.

8.1 The LTC will be restricted to one way journey only when : **Restricted Concession**

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 etc.

b) When the family having completed the outward journey does not intend to complete the return journey.

c) The employee's newly married wife 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 relatives.

e) A child completes the fare-paying age only at the time of travel in 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 hometown on his proceeding on LPR or terminal leave or within two months of retirement, provided the LTC is otherwise admissible, provided the journey is completed before expiry of leave.

9.1 a) When an employee on a LTC visit to another station is transferred, he may avail of LTC from old headquarters to the place of visit and the facilities of transfer travelling allowance from the place to the new headquarters. **Combination of LTC with Transfer or Tour**

b) When an employee on tour at station 'A' is permitted to proceed on LTC to place 'B' he may avail of LTC station 'A' to station 'B' and from station 'B' to headquarters.

c) When an employee who has proceeded on LTC to place 'A' is required to proceed on tour to place 'B' and return to headquarters from "B" he may avail of LTC from headquarters to "A" and T.A. on tour from "A" to "B" and "B" to headquarters.

10.1 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/ **LTC to visit Home Town Outside India**

port of embarkation in India.

Emergency Passage Concession 11.1

RITES employees posted in the specified area in the North Eastern Region, Andaman and Nicobar Islands and Lakshadweep Islands are entitled to avail of the LTC, in emergencies, on two additional occasions during their entire service career. This is termed as "Emergency Passage Concession." RITES employees and their families (Spouse and two dependent children) may travel either to the Home Town or the station of posting in an emergency. This shall be over and above the normal entitlements of the employees and the two additional passages under "Emergency Passage Concession" shall be availed of by the entitled mode and class of travel as admissible under the normal leave Travel Concession Rules.

Procedure for Claims for LTC 12.1

The claims for LTC shall be preferred in the form placed at Annexure II within one month of the completion of the return journey. It shall be accompanied by proof of the journeys having been performed. The competent authority on being satisfied with correctness of the claim will endorse it for verification and payment to the Accounts Division.

Advance 13.1

a) An employee proposing to avail of LTC may draw an advance limited to 90% of the estimated final claim. For this purpose, he shall submit an application in the form placed at Annexure I, through the competent authority to the Accounts Division.

b) Advance for both the outward and return journeys will be admissible only if the return journey is to be completed within 90 days.

c) The advance shall be refunded in full by the employee forthwith if the outward journey is not commenced within 30 days of the drawl of the advance.

Leave Travel Allowance (LTA) 14.1

a) Employees who do not avail of LTC facility, either for home town or for any where in India once in four years during the particular block, can claim Leave Travel Allowance for maximum four family members on self certification by2-AC Class in Mail/Express Trains up to a limit of 1400 Kms.

b) Authority competent to approve LTA is GM and above for staff working under them.

Interpretation and Relaxation 15.1

The power to interpret these rules, in cases of doubt, vests in the Chairman and Managing director of the Company, whose decision shall be final. He may also relax any of the provisions of these rules in individual cases of hardship for reasons to be recorded in writing.

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Annexure-1

RITES LIMITED
(A GOVERNEMENT OF INDIA ENTERPRISE)
RITES BHAWAN, NO. 1
SECTOR-29, GURGAON-122001

APPLICATION FORM FOR GRANT OF LEAVE TRAVEL CONCESSION ADVANCE

1. a) Name & Designation of the Applicant (in block letters)

   b) Employee No.

   c) Place of posting

2. Basic pay & scale

3. Nature & period of leave sanctioned.

4. Particulars of Members of family

5. a) Name of the place to be visited with the nearest railway station (in block letters).

   In case it is "HOME TOWN" specifically Mention the same.

   b) Distance from HQs.

6. Probable date of commencement Of journey

7. Amount of advance applied for with details of calculations.

a) Single railway fare of .....Class from HQs to place to be visited

b) Balance after deducting 10%

c) Total advance for ..... fares (No. of fares).

A. Certified that :

(a) I am availing of the concession for the first time during the block years_____.

(b) The family members in respect of whose journey (s) the advance is being claimed are entirely dependent me.

(c) That my wife/ husband is not Company employee. He/ She has not availed of the concession separately.

(d) That the journey (s) shall be performed by the class of accommodation for which the advance has been drawn.

B. I undertake :

(a) To refund the advance in full forthwith if the outward journey is not commenced within 30 days of the drawal of advance.

(b) To refund the Company one half of the advance forthwith where the advance has been drawn for both the outward and return journey and later it becomes clear that the period of absence from headquarters is likely to exceed 90 days.

(c) To submit the LTC claim along with photocopies of journey tickets in adjustment of the advance drawn within 30 days after the completion of the return journey.

Dated: - _____

Signature of the Employee

Signature of the Controlling Officer

FOR USE IN ACCOUNTS DIVISION

Passed for payment of Rs._____

(Accounts Officer)

Annexure-II

RITES LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
RITES BHAWAN, PLOT NO.1 SECTOR-29, GURGAON-122001

L.T.C. CLAIM FORM

1. Name of the employee :
2. Designation & department :
3. Place of posting :
4. Employee No :
5. Basic pay and scale :
6. Period & nature of leave availed :
7. (i) Block years during which the concession last availed of :
   (ii) Block years during which the concession now availed of :
8. Whether LTC claim is for:
   (i) Home Town or
   (ii) Other place (If home Town, please specify)
9. Place of visit:
10. Details of journey undertaken

S. No.	Name and Relationship to employee	Age	Dt. of Journey	From	To	Distance	Mode	Fare
(A)	OUTWARD JOURNEY*							
	(1)							
	(2)							
	(3)							
	(4)							
	(5)							
(B)	INWARD JOURNEY*							
	(1)							
	(2)							
	(3)							
	(4)							
	(5)							
	TOTAL:							

* NOTE: - PHOTOCOPIES OF JOURNEY TICKETS TO BE ATTACHED

10. Amount of fare reimbursable as per rules Rs. _____
    Amount of advance, if any
    (indicating proof of journey).
11. Amount of advance, if any Rs. _____
12. Net amount claimed Rs. _____

Signature of the Employee

Dated _____ Signature of Controlling Officer

FOR USE IN ACCOUNTS DEPARTMENT.

Passed for payment of Rs. _____.

Accounts Officer

CHAPTER-VII

Section - I

A. MEDICAL ATTENDANCE RULES

These Rules are called the RITES Medical Attendance Rules. Initially effective from 15th October, 1997, these Rules have been amended from time to time.

1.1 **Objective**

These Rules are designed to provide a certain measure of social security and insurance to employees and their family members against various types of illnesses, which befall them during employment.

2.1 **Scope and Applicability**

These rules apply to all (i) regular employees of the Company and those on probation, extension, (ii) those who are on deputation from a Government department, or other Public Sector Undertaking who opt to be governed by these rules within a month of joining the Company and also (iii) to those working in IDA scale of pay on contract basis. These rules are not applicable to casual and daily rated employees and those engaged on contract basis unless specifically provided for in their appointment terms.

3.1 **Medical Benefits**

The employees of the Company, to whom these Rules apply will be eligible for the medical benefits during the course of their employment for the medical treatment of themselves and their family subject to the stipulations and monetary limits prescribed in the following rules.

3.2 "Family" will include

i) Wife or husband,

ii) U/married daughters/step daughters/sisters

iii) Sons/step sons of employee below the age of 25 years who are wholly dependent on the employee

iv) Widowed daughters/step daughters who are wholly dependent on the employee

v) Dependent parents

vi) Minor (below the age of 18 years) dependent brothers.

Note:

1. The family members from Sl. No. (ii) to (vi) above should be wholly dependent on and residing with the employee and income from all the sources put together should not exceed Rs.9000/- p.m. (excluding dearness allowance/reliefs on pension, if any).

2. If both husband and wife are employees of the Company, only one of them may avail of the benefits of these rules for the family according to their option.

3. All employees are required to give a declaration to this effect in the prescribed form in order to claim medical benefits.

Indoor Medical Treatment

4.1 For providing facilities of indoor medical treatment to its employees and their dependent family members, the Company has taken Group Medical Insurance Policy.

Group Medical Insurance Scheme

4.2 Eligibility: All regular employees and their dependant family members are covered under the Policy for the purpose of indoor treatment of surgical and non-surgical ailments. The policy is serviced by a Third Party Administrator (TPA) and the insured persons get the benefit of 'cashless indoor treatment' from the listed hospitals. In case of treatment in unlisted hospitals, the cost will be reimbursed by the Insurance Company on submission of claim, subject to the other terms of policy.

The ceiling of annual medical coverage per family unit w.e.f. 01.01.2019 for various categories of employees is as under:

	Category of Employee	**Annual Medical Coverage for Family Unit**
A	Non-executive (All clusters)	Rs. 2,50,000
B	Executives (Cluster I, II & III)	Rs. 3,75,000
C	Executive (Cluster IV)	Rs. 5,00,000
D	Functional Directors	Rs. 10,00,000

In addition to above, Company has taken a company floater to consider claims over the coverage on indoor treatment for serving employees and their dependent family members. Such claims are considered in case of their needs with the approval of the Competent Authority.

An additional floater has been taken as indoor investigation (irrespective of the result) for the benefit of serving employees/ dependents.

(OO No WL/01/2023 dt 10.01.2023)

4.3 The ceilings on room rent, ICU charges, on a particular procedure, maternity, ambulance charges, eye, etc. are notified as a part of policy from time to time.

Dental treatment is covered in OPD reimbursement.

(OO NO PP/ 92/2022 dt 06.07.2022)

4.4 a) Employees may get the cashless indoor treatment in

network hospitals empanelled by TPA instead of claiming reimbursement of expenses. In case a particular hospital is not on the network hospital, the same may be got empanelled through Insurance Company.

b) In case of hospitalization requiring any minor surgery, or, ICU care, or any continued medical care, the amount from floater up to 100% of limits of sum insured can be permitted by the Competent Authority.

c) In cases of diseases of critical nature, any major surgery, cancer, kidney failure, HIV, reimbursement of expenses shall be restricted to 4 (four) times of the sum insured limit of the employee concerned from the company floater with the approval of Competent Authority.

d) However, on a case to case basis, in cases of diseases of critical nature mentioned at sub-para (c) above, wherever the employee has availed the amount 4 (four) times of his entitlement, the Competent Authority may consider reimbursing expenses on investigations and medicines on indoor treatment.

e) Further, the management may consider any case of distress of an employee for any special sanction from company floater and from company revenues beyond the company floater, with the approval of the Competent Authority as per SOP.

(RITES circular No PERS/40/Medi-Claim/2021 dt 07.04.2021 and decision of CMD dated 01.11.2021.)

Monetary Ceiling for Reimbursement of Expenses on OPD Treatment

5.1 The annual reimbursement of expenditure on OPD treatment, treatment of prolonged illnesses and dental treatment shall be done maximum up to a sum of one month's basic pay as on 1st April of the relevant year for regular employees and contract employees on IDA pay scale. Entitlement will be Rs 50,000/- per year for the employees whose basic pay is less than Rs 50,000/-.

For employees in CDA pay scale (including on deputation to RITES in CDA pay scale); the facility of Indoor & Outdoor medical reimbursements shall be the same as applicable to the regular employees in IDA Pay scale, provided they surrender such benefits of their parent organization.

5.2 Within the overall ceiling for OPD treatment as above, following items will be admissible for reimbursement on production of bills without prescription:

1. Medicines for common ailments on production of bills up to a sum of Rs 5,000/- per year

2. Expenditure on Medical equipments viz. Pulse Oximeter, contactless Thermometer, Weighing machine, BP Monitor Machine, Sugar Testing Machine, Nebulizer and Steamer subject to the annual ceiling limit of Rs 10,000/-. Bill/ invoice should contain GST details.
3. Pathology tests, Alcohol based hand sanitizers and Personal Protective Equipment (Face Masks, Gloves etc) with the annual ceiling of Rs 5,000/-

5.3 If in any particular year, an employee who does not spend full amount available to them during the year, the unspent balance amount will be carried forward only to the next year in a block of two years.

Example: An employee has eligibility of Rs 50,000/- in FY 2022-23. Out of eligibility, he/she spends only Rs 30,000/-, then remaining Rs 20,000/- will be carried forward to FY 2023-24. However, any unspent balance in FY 2023-24 will not be carried further and for FY 2024-25, the limit will again be Basic Pay as on 1st April 2024.

5.4 In case of expenditure incurred on treatment of AIDS (HIV), cancer and kidney diseases, full reimbursement of expenditure (subject to limits on room rent, consultation, OT charges, Anaesthesia charges etc) incurred by an employee for himself, or, for his family member in nominated hospitals, or, from any other premier hospital shall be considered for reimbursement.

5.5 Notes on Reimbursement of OPD expenses:

a) The reimbursement of charges on diagnostic procedures, pathological/lab tests shall be on actual basis subject to limit to the rates as prescribed by “Sir Ganga Ram Hospital, New Delhi” in respect of the respective category. The rates for consultation of specialist are Rs.1000/- and of authorised medical attendant Rs.500/-.

b) Submission of “Essentiality Certificate” is not required.

c) The employee shall ensure that the prescription for medicines should be from the same stream of medicines claimed by him/her. A copy of prescription should be linked with medicines, pathological/lab tests claimed. The prescription should not be more than one year old.

d) No reimbursement of expenses incurred for cosmetic surgery/treatment viz. denture, cost of spectacles, health spa/health beverages/drinks/tonics etc., would be carried out.

e) The claims will be required to be submitted within 3 months of treatment along with necessary enclosures. All bills to be arranged date wise; a summary of amounts claimed should

invariably be attached with the claim in chronological order of date.

f) Claims for previous financial year would be entertained only up to 30th April of next financial year. Claims submitted after this date would be rejected / returned/processed as current year expense.

5.6 Reimbursement procedure through ESS Portal

a) Claim for reimbursement shall be submitted online through ESS portal along with uploading of bills and prescription (wherever applicable), with the following navigation: https://ritesess.com → Employee Self Service → Medical Reimbursement Scheme.

b) There will not be any requirement of sending physical document (Hard Copies) to Finance Division.

c) The claims uploaded by employees on ESS Portal shall be automatically directed to respective SBU Head for approval. Once the claim is approved by the SBU Head, it will be forwarded in the system to Finance Division for further processing.

The steps to be followed by SBU Head for approving the claims is as under:

Login to ESS → Medical Reimbursement Scheme → Validation → Approve Employee Medical Reimbursement →
Step 1: Select All → Approve/Reject
Step 2: For Next Approve/Reject click on 'Clear' Button. Repeat Step 1.

d) However, the original documents shall be kept / retained by concerned employee, which shall be produced on demand by Finance Division at any time in future for Audit / Investigation etc.

e) In case, the originals are not received on demand within 7 working days (excluding absence on account of leave / tour etc.), or, any mismatch with already submitted claim is noticed, the entire paid amount will become recoverable from the employee.

f) It will be the sole responsibility of the concerned employee to submit only genuine claims; otherwise, action will be initiated against him/her as per Company's HR Policy.

g) The claim for OPD reimbursement shall be applicable only for expenditure done on or after 1st Apr, 2022 (date of bill).

[OO NO PP/ 92/2022 dt 06.07.2022 (para 5.1 to 5.5);

OO No PP/21/2023 dt 12.05.2023 (para 5.4);
OO No PP/93/2022 dt 06.07.2022 and OO NO PP/135/2022 dt 09.12.2022 (para 5.6)]

B. Medical Rules for contractual employees engaged on lumpsum remuneration

Scope and Applicability	1	These rules apply to only contractual employees engaged on lump-sum remuneration.
Medical Benefits	2.1	The employees of the Company, to whom these Rules apply will be eligible for the medical benefits during the course of their employment for the medical treatment of themselves and their family subject to the stipulations and monetary limits prescribed in the following rules.
	2.2	"Family" will include i) Wife or husband, ii) U/married daughters iii) Sons of employee below the age of 25 years who are wholly dependent on the employee
		Note: 1. The family members from Sl. No. (ii) to (iii) above should be wholly dependent on and residing with the employee and income from all the sources put together should not exceed Rs.9000/- p.m. (excluding dearness allowance/reliefs on pension, if any). 2. If both husband and wife are employees of the Company, only one of them may avail of the benefits of these rules for the family according to their option. 3. All employees are required to give a declaration to this effect in the prescribed form in order to claim medical benefits.
Indoor Medical Treatment	3.1	For providing facilities of indoor medical treatment to its employees and dependent family members, the Company has taken Group Medical Insurance Policy.
Group Medical Insurance Scheme	3.2	All contractual employees engaged on lumpsum and their dependant family members are covered under the Policy for the purpose of indoor treatment of surgical and non-surgical ailments. The policy is serviced by a Third Party Administrator (TPA) and the insured persons get the benefit of 'cashless indoor treatment' from the listed hospitals. In case of treatment in unlisted hospitals, the cost will be reimbursed by the Insurance Company on submission of claim, subject to the other terms of policy.
	3.3	The ceiling of annual medical coverage per family unit w.e.f. 12.05.2023 is Rs 3.5 lakhs as a family floater covering the contract employee, their spouse and their dependent children.
	3.4	The ceilings on room rent, ICU charges, on a particular procedure, maternity, ambulance charges, eye, etc. are notified as a part of policy from time to time.
		(Circular No RITES/ Ins/ GMC/ 10/2023 dt 20.06.2023)

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CHAPTER-VII

Section - II

A. Post Retirement Medical Scheme (PRMS)

In these Rules, where the context so admits, the masculine shall include the feminine, the singular shall include the plural and the following words and expressions shall, unless repugnant to the context have the following meanings:

1.1 To set up a "POST RETIREMENT MEDICAL SCHEME (PRMS) (Scheme 1)" for catering to the medical requirements of the eligible employees of RITES and spouse of deceased RITES employees in IDA pay scales who have superannuated/retired /died on or after 01.01.2007 after putting in 15 years of service in CPSE(s) and those who have demitted their office on completion of their tenure or on superannuation on or after 01.01.2017 at Board-level position in RITES.

Objective

2.1 The Scheme is "POST RETIREMENT MEDICAL SCHEME (PRMS) (Scheme 1)" for RITES employees.

Title of the Scheme

3.1 **Applicability of the Scheme**

a) The Scheme is applicable to serving employees in IDA pay scales of pay who would superannuate after putting in 15 years of service in CPSE(s). The period of service rendered on secondment / deputation to any other concern under the management or services lent by the company to any PSU/ Autonomous Body / Statutory Body / office would be counted for the purpose.

b) The scheme is extended to all categories of Superannuated employees in IDA pay scales, who have superannuated on 1.1.2007 or afterwards, after putting in at least 15 years of service in CPSE(s), and spouse of above mentioned category of deceased employees or ex-employees, who had died after 01.01.2007.

c) This scheme is also applicable to Board level executives, who have demitted their office on or after 1.1.2017 on completion of their tenure of appointment or upon attaining the age of superannuation, whichever is earlier.

d) An employee against whom disciplinary proceedings are pending under RITES Conduct, Discipline & Appeal Rules, at the time of his/her superannuation, will be eligible to get the benefits under the Scheme on provisional basis, during the pendency of disciplinary proceedings, till the finalisation of proceeding. In case penalty of compulsory retirement, removal or dismissal is imposed as a result of such pending disciplinary proceedings, the employee will not be eligible for medical benefits under PRMS and his/ her name will be removed from the beneficiaries list, otherwise, the benefits will continue to be provided.

(OO NO PP/76/ 2021 dt 05.08.2021)

e) Employees who resign from service (excluding resignation covered under 'technical formality' clause), and those employees upon whom penalty of compulsory retirement, removal, dismissal is imposed because of disciplinary proceedings, shall not be eligible for benefits under this scheme.

f) In the event of death of a Member or who is permanently disabled & incapacitated, leading to cessation of his/her service, before putting in 15 years of service in a CPSE, or, early retirement after putting in 15 years of service in CPSE(s), he/she and his dependants will become admissible for the benefit under this scheme.

g) Cases of VRS/VSS would be governed by such specific schemes of VRS/ VSS. Benefits under this scheme would not accrue to VRS/VSS optees automatically.

h) The following categories of employees shall not be covered:

   i) Employees working on ad-hoc/contract basis including those on casual or daily wages or working on contract in IDA pay scale.

   ii) Part–time and re-employed employee retired from organizations other than RITES.

   iii) Consultants and Advisors

   iv) Employees on deputation to RITES

   v) While calculating the period of service of 15 years, any period of service rendered as trainee, internship or casual, contractual shall not be counted. The service rendered in the Government shall not be counted for the purpose of computation of total service in a CPSE(s).

Definitions 4.1 In this Scheme unless the context otherwise requires:

i) "EFFECTIVE DATE" in relation to the Scheme shall mean 1st day of January, 2007, or the date from which the scheme takes effect;

ii) "ENTRY DATE" shall mean (a) in relation to the eligible employee in IDA pay scales on 01.01.2007, the effective date, (b) in relation to others, in IDA pay scales, the first day of the month following the date of their joining the company in IDA pay scale or opting IDA pay scale.

iii) The "Company" shall mean "RITES Ltd."

iv) The “EMPLOYER” shall mean RITES Ltd. and its Chairman & Managing Director.

v) “SCHEME” shall mean Post Retirement Medical Scheme (PRMS).

vi) “RULES” shall mean the Rules of the Scheme as herein set out and any amendments made thereto from time to time

vii) “EMPLOYEES” shall mean – The regular employees of the Company in IDA pay scales who are eligible as per para 3 above.

viii) “MEMBER” shall mean an Eligible employee, and, retired or ex-employee who has been admitted to the membership of the Scheme.

ix) “SERVICE” shall mean in relation to a Member the period for which for the purpose of the scheme, he has been or deemed to be in continuous service with the employer including service rendered in CPSE(s), the period of service from the entry date up to the date of his normal retirement date or the date of cessation of service, as the case may be, and this will include, inter alia, period of authorized leave.

x) “SUPERANNUATION” shall mean in respect of each employee the date on which he attains the age of 60 years

xi) “BENEFICIARY” shall mean the Member, his/her spouse and mentally/ physically disabled children totally dependent upon the member of his/her spouse.

xii) “QUALIFYING SERVICE” includes past service rendered in CPSEs.

xiii) “SALARY” shall mean Basic Pay, Dearness allowance and stagnation pay, if any.

5.1 **Conditions for Joining the scheme**

The eligible employees mentioned in para 3.0, at the time of his retirement, or, the beneficiary in case of an employee/ ex-employee who is/was eligible under para 3 above, shall be eligible to become a Member of the scheme by submitting an application to the Company in the prescribed Proforma.

The management reserves the right to approve/not approve the membership of any person. The decision of the management in this regard shall be final.

(Circular No PERS/40/PRMS/2015 dt 14.10.2015 Annexure-1(A) Section-I para 5.0)

Benefits under the Scheme

6.1 **Indoor Treatment**

A Group Medical Insurance Policy from an Insurance Company has been obtained for reimbursement of indoor medical expenses. The insurance company shall issue cashless cards which shall be produced at the time of availing indoor medical treatment from the hospital authorized by the insurance company. In case the treatment is undertaken from a registered hospital other than those authorized by the insurance company, the insurer can claim for reimbursement to be submitted to TPA within 7 days of discharge from the hospital

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022)

The ex-employee/or his/her beneficiary is eligible for medical re-imbursement subject to ceiling indicated in the table below with effect from 01.01.2022.

	Category of Employee	**Annual Medical Coverage for Family Unit**
A	Non-executive (All clusters)	Rs. 2,50,000
B	Executives (Cluster I, II & III)	Rs. 3,75,000
C	Executive (Cluster IV)	Rs. 5,00,000
D	Functional Directors	Rs. 10,00,000

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022)

In addition to above, Company has taken a company floater to consider claims over the coverage on indoor treatment for employees/ dependents. Such claims are considered in case of their needs with the approval of Competent Authority. The amount to be released from the floater shall be limited to 100% of the sum insured.

An additional floater has been taken as indoor investigation (irrespective of the result) for the benefit of serving employees/ dependents.

Such claims are considered in case of their needs with the approval of Competent Authority.

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022)

6.2 The ceilings on room rent, ICU charges, on a particular procedure, maternity, ambulance charges, eye, etc. are notified in the circular for Group Medic-claim facility issued from time to time.

OPD Reimbursement

6.3 Reimbursement of expenses on OPD treatment charges (which includes cost of medicines, fees of consultation, specialist,

pathological/ radiological and other tests etc.) and indoor investigations which shall not be covered in the indoor treatment to the extent of 15% (including prolonged) of the total annual ceiling limit will be reimbursed by RITES. This annual ceiling limit of employees who have retired from the post of CMD & Directors shall be 20 % (including prolonged) of annual ceiling limit.

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022)

6.4 Dental treatment is a part of OPD reimbursement for retired employees. Dental or gum treatment or surgery (whether in hospital or Outdoor) which is not cosmetic or of aesthetic procedure, arising from a disease including filling of cavity and root canal is covered under OPD reimbursement.

Dental Treatment

However, maximum limit of reimbursement on dental treatment would be Rs. 30,000/- for Directors and Executive Cluster IV and Rs. 20,000/- for others (below Cluster IV) within the total OPD ceiling limit.

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022 and circular No PERS/ 40/ Medi-claim/ 2021 dt 190.01.2021)

6.5 Reimbursement of expenditure of OPD treatment shall be processed in house four times in a calendar year. For reimbursement, retired employees have to submit actual bills of treatment quarterly.

6.6 As a welfare measure; RITES Management had decided that retiring employees who could not get covered under the RITES Post-Retirement Medical Scheme owing to shortfall in number of years of service with RITES from the required period of 15 years; may become a member of the Group Medical Insurance scheme for Indoor Treatment as detailed in para 6.1 above by making payment of the requisite premium amount.

Option for non-eligible employees

The amount of premium payable and other formalities for the same shall be notified from time to time.

(Circular No. PERS/ 40/ Medi-claim/ 2022 dt 27.04.2022 and OO No/ WL/ 07/2023 dt 15.02.2023)

6.7 RITES Ltd. reserves the right to amend, modify or discontinue the scheme, in part or full.

B. Medical Scheme for Retired RITES Employees (MSRRE)

In these Rules, where the context so admits, the masculine shall include the feminine, the singular shall include the plural and the following words and expressions shall, unless repugnant to the context have the following meanings:

Objective 1.1 To set up a "Medical Scheme for Retired RITES Employees (MSRRE) (Scheme 2)" to cater to the emergent medical requirements of the eligible superannuated, or medically retired employees including those retired under VRS of RITES, who have superannuated/ retired/died before 01.01.2007.

Title of the Scheme 2.1 The Scheme is **"MEDICAL SCHEME FOR RETIRED RITES EMPLOYEES (MSRRE) (Scheme 2)"** for RITES employees.

Applicability of the Scheme 3.1

a) The Scheme is applicable to those retired employees including Board level appointees who have superannuated/ demitted office on completion of their tenure, or, retired under VRS scheme, or retired on medical invalidation or spouse of such employees who have died while in service or after retirement prior to 01.01.2007.

b) The following categories of employees shall not be covered:

i) Employees working on ad-hoc/contract basis including those on casual or daily wages or working on contract in IDA pay scale.

ii) Part–time and re-employed employees retired from organizations other than RITES.

iii) Consultants and Advisors.

iv) Employees on deputation to RITES.

v) Employees whose services have been terminated, or, who have resigned from service.

Definitions 4.1 In this Scheme unless the context otherwise requires:

i) "EFFECTIVE DATE" in relation to the Scheme shall mean 01.01.2007.

ii) "ENTRY DATE" shall mean the date of entry of the member admitted to the scheme after the effective date after due process of approval of his application by the nominated management committee.

iii) The "Company" shall mean "RITES Ltd."

iv) The "EMPLOYER" shall mean RITES Ltd. and its Chairman & Managing Director.

v) "RULES" shall mean the Rules of the Scheme as herein set out and any amendments made thereto from time to time.

vi) "EMPLOYEES" shall mean –

a) The regular employees of the Company in CDA and IDA pay scales, who are eligible for the Scheme as per para 3 of this Scheme.

b) "MEMBER" shall mean an eligible retired or ex-employee or the beneficiary of an employee (in case an ex employee is not living) as per Para 3 of the Scheme, and who has been admitted to the membership of the Scheme.

vii) "SERVICE" shall mean in relation to a Member the period for which for the purpose of the Scheme, he has been or deemed to be in continuous service with the employer, and this will include inter alia, periods of authorized leave.

viii) "SUPERANNUATION" shall mean reaching the date of retirement as prescribed from time to time.

ix) "BENEFICIARY" shall mean the employee or Member, his/her spouse and mentally/physically disabled children totally dependent upon the member.

x) "QUALIFYING SERVICE" includes past service rendered in Central/State Government or Railway or of any other CPSE(s).

5.1 The eligible employees mentioned in para 3.0, at the time of his retirement, or, the beneficiary in case of an employee/ ex-employee who is/was eligible under para 3 above, shall be eligible to become a Member of the scheme by submitting an application to the Company in the prescribed Proforma.

Conditions for Joining the scheme

The management reserves the right to approve/not approve the membership of any person. The decision of the management in this regard shall be final.

(Circular No PERS/40/PRMS/2015 dt 14.10.2015 Annexure-1(B) Section-I para 5.0)

6.1 Indoor Treatment

Benefits under the Scheme

A Group Medical Insurance Policy from an Insurance Company has been obtained for reimbursement of indoor medical expenses. The insurance company shall issue cashless cards which shall be produced at the time of availing indoor medical treatment from the hospital authorized by the insurance company. In case the treatment

is undertaken from a registered hospital other than those authorized by the insurance company, the insurer can claim for reimbursement to be submitted to TPA within 7 days of discharge from the hospital

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022)
The ex-employee/or his/her beneficiary is eligible for medical reimbursement subject to ceiling indicated in the table below with effect from 01.01.2022.

	Category of Employee	Annual Medical Coverage for Family Unit
A	Non-executive (All clusters)	Rs. 2,50,000
B	Executives (Cluster I, II & III)	Rs. 3,75,000
C	Executive (Cluster IV)	Rs. 5,00,000
D	Functional Directors	Rs. 10,00,000

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022)

In addition to above, Company has taken a company floater to consider claims over the coverage on indoor treatment for employees/ dependents. Such claims are considered in case of their needs with the approval of Competent Authority. The amount to be released from the floater shall be limited to 100% of the sum insured.

An additional floater has been taken as indoor investigation (irrespective of the result) for the benefit of serving employees/ dependents.

Such claims are considered in case of their needs with the approval of Competent Authority.

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022)

6.2 The ceilings on room rent, ICU charges, on a particular procedure, maternity, ambulance charges, eye, etc. are notified in the circular for Group Medic-claim facility issued from time to time.

OPD Reimbursement

6.3 Reimbursement of expenses on OPD treatment charges (which includes cost of medicines, fees of consultation, specialist, pathological/ radiological and other tests etc.) and indoor investigations which shall not be covered in the indoor treatment to the extent of 15% (including prolonged) of the total annual ceiling limit will be reimbursed by RITES. This annual ceiling limit of employees who have retired from the post of CMD & Directors shall be 20 % (including prolonged) of annual ceiling limit.

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-

Claim/ 2022 dt 11.01.2022)

6.4 Dental treatment is a part of OPD reimbursement for retired employees. Dental or gum treatment or surgery (whether in hospital or Outdoor) which is not cosmetic or of aesthetic procedure, arising from a disease including filling of cavity and root canal is covered under OPD reimbursement.
However, maximum limit of reimbursement on dental treatment would be Rs. 30,000/- for Directors and Executive Cluster IV and Rs. 20,000/- for others (below Cluster IV) within the total OPD ceiling limit.

Dental Treatment

(OO No WL/02/2023 dt 10.01.2023 & Circular No PERS/ 40/ Medi-Claim/ 2022 dt 11.01.2022 and circular No PERS/ 40/ Medi-claim/ 2021 dt 190.01.2021)

6.5 Reimbursement of expenditure of OPD treatment shall be processed in house four times in a calendar year. For reimbursement, retired employees have to submit actual bills of treatment quarterly.

6.6 As a welfare measure; RITES Management had decided that retiring employees who could not get covered under the RITES Post-Retirement Medical Scheme owing to shortfall in number of years of service with RITES from the required period of 15 years; may become a member of the Group Medical Insurance scheme as detailed in para 6.1 above by making payment of the requisite premium amount.

Option for non eligible employees

The amount of premium payable and other formalities for the same shall be notified from time to time.

(Circular No. PERS/ 40/ Medi-claim/ 2022 dt 27.04.2022 and OO No/ WL/ 07/2023 dt 15.02.2023)

6.7 RITES Ltd. reserves the right to amend, modify or discontinue the scheme, in part or full.

C. MANAGEMENT OF THE SCHEME (PRMS)

Funding of the scheme 1.1

Vide clause (v) of Annexure IV of DPE's Office Memorandum No. 2(70)/09- DPE(WC) dated 26.11.2008, CPSE's have been allowed to make their own scheme to take care of the superannuation benefits of IDA scales employees consisting of Contributory Provident Fund, Gratuity, Pension and Post Retirement benefits to the tune of maximum 30% of basic pay plus DA vide DPE's Office Memorandum No. 2(70)/08-DPE(WC)-GL-VII/09 dated 2.4.2009. In accordance with DPE instructions, RITES is incurring expenditure of approximately 17% on Gratuity and Employer's contribution towards Provident Fund, leaving a balance of 13% of basic pay and DA Defined Contribution Pension and Post Retirement Medical Scheme. Since 10% of Basic Pay and DA is proposed to be contributed towards Pension, thus leaving 3% towards Post Retirement Medical Scheme. Every year a provision shall be made as per DPE letter dated 26.11.2008 and 2.4.2009 to take care of the medical needs of IDA pay scale ex-employees.

Towards the Post Retirement Medical Scheme, RITES will make contribution equal to the balance unutilized amount out of 30% of Basic Pay & DA after utilization of funds for PF, Pension & Gratuity, subject to the company achieving the Profit Before Tax (PBT) at least to the level of PBT for 2006-07. For each percentage of reduction in PBT below the levels of 2006-07 level, there shall be a corresponding reduction in the percentage of employer contribution towards Post Retirement Medical Scheme. For example, if PBT is down by say 10% from 2006-07 level, there shall be a reduction of 0.3% (10% of 3%) in the Post Retirement Medical Scheme contribution, i.e., 3% - 0.3% = 2.7%. The ordinary Annual/Monthly contribution may be reviewed annually so as to keep it within the overall ceiling of 30% of salary for all superannuation scheme put together.

(RITES Letter No PERS/ 40/ PRMS/ 2023 dt 02.03.2023 & Railway Board letter No 2023/ PI/ 45/ 4 dt 17.07.2023)

Committee for fund management 1.2

Chairman & Managing Director for managing contribution to corpus, management and investment of the fund.

The Committee of Directors may delegate the work to a Committee of executives, to work under its supervision, for monitoring of Scheme, investment of funds, disbursement of funds.

The Committee of Directors would be competent to revise annual ceilings of reimbursement upward or downward and to consider sanction of expenditure beyond annual ceiling limits, as laid down in Para 6 of the Scheme indicated herewith, in seriously ill cases and otherwise deserving cases, nominate executives for signing agreements/documents/operating bank account(s) on behalf of the Scheme and taking all actions as may be incidental to operate/ amend/interpret the Scheme from time to time. The CMD or Committee of Directors nominated by him can revise the limits of benefits admissible under the scheme at any point of time and no representation from any of the beneficiary shall be entertained in this regard.

The Committee of Directors may implement the scheme either in house, or, by taking a suitable mediclaim insurance policy to provide services under the scheme

(Circular No PERS/40/PRMS/2015 dt 14.10.2015 Annexure-1(A) Section-II)

D. MANAGEMENT OF THE SCHEME (MSRRE)

1.1 **Funding of the scheme**

The funding of the scheme shall be in accordance with DPE OM no. 2(81)/08 DPE (WC) GL XVI /2009 dated 08.07.2009 and 2 (81) /08 DPE (WC) dated 25.04.2011 by creating a corpus of contributing upto 1.5% of PBT to take care of medical and any other emergency needs of those retired employees who are not covered by the pension scheme and/or post superannuation medical benefit scheme.

While in the introductory year of the operation of the scheme, not more than 1.5% of the previous years' PBT is permissible for funding of the scheme. In subsequent years, contribution to the corpus, if required, depending upon the need, would be made. However, in no case, the contribution to the corpus in any year will exceed 1.5% of the PBT of the previous year. The Management shall have the right to decide the quantum of contribution and can lower the same depending upon the PBT, and need of the employees.

1.2 **Committee for fund management**

A Committee of two Functional Directors would be constituted by the Chairman & Managing Director for managing contribution to corpus, management and investment of the fund.

The Committee of Directors may delegate the work to a Committee of executives, to work under its supervision, for monitoring of Scheme, investment of funds, disbursement of funds, revision of ceilings of reimbursement on upward or lower and sanction of expenditure beyond ceiling limits, as laid down in Para 6 of the Scheme indicated herewith, in seriously ill cases and otherwise deserving cases, nominate executives for signing agreements/documents/operating bank account(s) on behalf of the Scheme and taking all actions as may be incidental to operate/ amend/ interpret the Scheme from time to time. The CMD or Committee of Directors nominated by him can revise the limits of benefits admissible under the scheme at any point of time and no representation from any of the beneficiary shall be entertained in this regard.

The Committee of Directors may implement the Scheme by taking a suitable mediclaim insurance policy to provide services in this scheme.

(Circular No PERS/40/PRMS/2015 dt 14.10.2015 Annexure-1(B) Section-II)

E. MISCELLANEOUS PROVISIONS (BOTH PRMS & MSRRE)

Amendment to the scheme	1.1	The Chairman & Managing Director shall be the competent authority to make minor amendments to the Scheme from time to time in respect of benefits admissible in both the Schemes or any other changes as deemed necessary.
Interpretation and relaxation of rules	2.1	The power to interpret these rules, in cases of doubt, vests with the Chairman & Managing Director of the Company, whose decision shall be final. He may also relax any of the provisions of these rules in individual cases of hardship for reasons to be recorded in writing.
General	3.1	The company reserves the right to amend or modify the Scheme, in part or full at any time and without assigning any reasons. The retired employee will have no right whatsoever to force the Company to the continuity of the scheme or to enhance/extend any other facility than those provided in this scheme.

(Circular No PERS/40/PRMS/2015 dt 14.10.2015 Annexure-1(A) Section-IV and Annexure-1(B) Section-IV)

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CHAPTER-VIII

SOME WELFARE MEASURES IN RITES

SECTION – I : RITES Welfare Rules

RITES Welfare Committee

1.1 A Committee called the "RITES Welfare Committee" (hereinafter called The Committee) has been constituted to advise on the welfare activities.

Composition

2.1 Composition of the 'RITES Welfare Committee' :
The Committee is nominated by the Chairman and Managing Director from amongst the following:

(a) An Officer from cluster-IV of Executive cadre to function as Chairman.

(b) An Officer from cluster-III of Executive cadre.

(c) An Officer of the Accounts Division from cluster-II of Executive cadre.

(d) An Officer of the P & A division from cluster - II of Executive Cadre.

(e) Four representatives of employees to be nominated by Chairman and Managing Director, two from amongst those in cluster - I of Executive cadre or above and remaining two from those in cluster I & II of Non-Executive cadre.

(f) Any other representative of employees to represent special interests as may be considered necessary by the Chairman and Managing Director.

Note :

(1) The Committee will have one Secretary, who would be nominated by CMD. He will be of the rank of Manager and above.

(2) The tenure of the Committee shall normally be two years. However, the Chairman and Managing Director may at his discretion extend its term or change the nomination during its tenure

Budgetary Allocation for Welfare Activities

3.1 The Company shall annually, at the beginning of each year, make a budgetary allocation to administer the welfare activities as spelt out hereinafter. This allocation shall be inclusive of:

(a) Voluntary contributions of individuals, organizations, etc. and

(b) Miscellaneous receipts from welfare activities

(c) Revenue expenditure of the Company

Welfare Activities

4.1 (a) General welfare activity including recreation and amusement shall be restricted to employees and their family members, namely,

(i) Sports activities for the employees & their wards;

(ii) Annual picnic.

(b) As a welfare measure and in order to provide motivation to wards of regular employees; Scholarship Scheme for wards of RITES employees is as under:

i). Scholarship to be awarded to wards of Regular Employees in Non-Executive cadre based on their performance in 10th/12th Standard Examination & Diploma in Engineering provided no other assistance is availed by the employee from the company or any other source:

	For General/EWS category Percentage of marks secured			**For SC/ST/ OBC category Percentage of marks secured**		
Boys	70% to 79%	80% to 89%	Above 90%	65% to 74%	75% to 84%	Above 85%
Girls	65% to 79%	80% to 89%	Above 90%	60% to 74%	75% to 84%	Above 85%
Amount (Rs)	4000	5000	7000	4000	5000	7000

ii). Scholarship to be awarded to wards of regular employees in Executive Cluster-I & below for acquiring Degree in Technical, Medical, Computer, Accountancy & Management provided no other assistance is availed by the employee from the company or any other source:

	For General/EWS category Percentage of marks secured		**For SC/ST/ OBC category Percentage of marks secured**	
Boys	70% to 79%	Above 80%	65% to 74%	Above 75%
Girls	65% to 79%	Above 80%	60% to 74%	Above 75%
Amount (Rs)	7000	8000	7000	7000

The above Scholarships would be awarded on securing the requisite marks in each academic year of the course w.e.f. Academic Session FY 2023-24.

(RITES OO No PP/ 32/ 2023 dated 06.09.2023)

c) Relief from distress to employees:

(i) Financial assistance to employees suffering from TB, Leprosy, Cancer, mental diseases or any other terminal disease, when on leave without pay;

(ii) Supply of artificial limbs when necessary to staff below Executive-I category.

(iii) Funeral expenses and grant for transportation of remains:

a) Funeral expenses of Rs 20,000/- are payable to the family in case of death of employee (Regular, Contractual, Advisor Consultant, MPA staff)

b) In case of Non-Executive Cluster-I staff, Funeral expenses of Rs 20,000/- are payable to the family in case of death of employee and his family members (spouse or children only)

In addition to the above, additional charges involved in transportation of remains are considered for payment by RITES subject to the receipt of bills.

(RITES OO No PP/ 18/2021 dated 02.03.2021)

(d) Annual Voluntary Medical Check-ups and camps ;

(i) Annual Executive Health Check-up on voluntary basis consisting of basic tests and investigations for the employee / spouse who are of the age of 45 years and above once in a calendar year.

(ii) Conduct medical camps in office / colony to detect diseases, if any, at the early stage.

(iii) Preventive medical check-up facility to all female employees and spouse of male employees in the age bracket of 40-45 years by granting 50% of reimbursement for Executive Health Check-up every alternative year (calendar year).

In case of employees/ spouse posted in locations where empanelled hospitals are not available, they are permitted to undergo Health Check-up from any hospital of their choice and claim the reimbursement after submitting receipt as per actual subject to a maximum of Rs 6,000 for Male and Rs 7,000/- for Females.

(RITES OO No PP/77/2018 dated 20.08.2018)

(iv) Camps for Cancer Detection/Eye Screening etc.

(v) For executives of the level of GGM and above, annual medical checkup as a part of Performance Management System.

For regular (OO NO PP/ 30/2022 dt 03.03.2022), Deputationist (OO NO PP/ 31/2022 dt 03.03.2022) and Contract pay scale employees (OO No PP/ 87/2022 dt 27.06.2022).

(e) Any other object which in the opinion of the Committee deserves assistance with approval of CMD.

Ex-Gratia Relief. 5.1 Ex-Gratia Relief on death/permanent disablement of an employee while in service.

With a view to provide recurring sustained relief on death/permanent total disablement of an employee while in service, the dependent family of the employee concerned is granted an ex-gratia amount equivalent to 50% of last drawn basic pay + dearness allowance thereon, subject to a minimum of Rs. 6,000/- per month and maximum of Rs 30,000/- per month for a period of 7 years from the date of death or the date of superannuation of the deceased employee whichever is earlier.

(RITES OO No PP/ 68/2021 dt 29.07.2021)

Budget 6.1 The Committee decides allocation on various activities within the broad heads of budget allotted by Management in the beginning of each financial year. The Committee also decides any reallocation during the year, if need arises.

Approval 7.1 All expenses recommended by the Committee and approved by the Management shall be disbursed directly by the Company.

Coverage 8.1 Family for the purpose of these Rules shall cover spouse and children only.

Decision 9.1 Chairman and Managing Director, RITES is competent to alter, modify or cancel any recommendation by the Committee for reasons to be recorded by him.

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Section – II : Dress Regulations

Regulations for the provision of dress to certain categories of employees

1. These regulations are called 'RITES Employees (Provision of Dress) Regulations' and are effective from 1st January, 2018.

2. Uniform allowance is being given to regular Staff Car Drivers, Messengers, Field Helpers, Record Sorters. Electricians, Cook/ Caretakers, Sweepers/Safaiwalahs etc., on the rolls of the company who have put in a minimum of one year of regular service on the 1st January of every year commencing from 01.01.2018. Uniform allowance is also being given to technical staff in the lower grades like Machine Operators, Plumbers, Carpenters, Masons etc. at the discretion of the Management.

3. Uniform allowance, is included under variable allowances and is paid @0.5% of basic pay.

4. Employees in receipt of uniform allowance are expected to turn out in proper and clean clothing. Failure to do so constitutes breach of discipline. They are also responsible for its care, custody and cleanliness. Any garment badly torn out or damaged due to negligence on the part of the employees, shall have to be replaced by the employee concerned at his own cost.

5. The colour of the uniform and their quality shall be as determined by the Group General Manager (P&A) or an officer nominated by him.

6. The power to interpret these rules shall lie with the Group General Manager (P&A)

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Section – III

Forum of Employees Participation in Decision Making and Improving Productivity

RITES management has formulated schemes under which the employees of the Company are actively involved in decision making on vital issues like their service conditions and important organizational matters like improving overall productivity etc

Consultative Council for Enhancement of Rapport and Team Work (CONCERT)

1.1 Reconstitution of CONCERT is as follows:

(A) The council has been set up at Corporate Office, representing all sections of employees of the Company in the level of Sr. Managers (IDA Grade Rs. 60000-180000) and below including those working in the Project / Site Offices and Regional Offices at outstations comprising of 17 elected members.

(B) The objectives of the Council broadly are;

- To facilitate an effective contribution by the employees of RITES in the determination of the conditions of their employment;
- To establish a forum for settling the collective grievances of the employees;
- To provide a channel of open upward and downward communication in the Company;

(C) The Council comprises of twelve nominated members from different SBU Heads (out of which 1 nominated member each from DGMs/ JGM and AGM/ GM category) and is presided over by the CPO.

CMD and DF are the Patrons of CONCERT.

S.No.	Cluster	Technical	Non-Technical	Total
Corporate Office				
01	Non-Executive-I	-	02	02
02	Non-Executive-II	01	01	02
03.	Non-Executive-III	01	01	02
04	Lady member from NE-II & III	-	-	01
05	Executive-I	03	01	04
REGIONAL OFFICE				
06	Eastern Region, Kolkata (West Bengal, Jharkhand, Bihar, A&N Islands)	All Categories Up to Sr. Manager Level	02	02

07	North East Region, Guwahati (Nort Eastern States)		01	01
08	Western Region, Mumbai (Gujarat, Maharashtra, Goa)		01	01
09	Southern Region, Bangalore (Karnataka, Tamil Nadu, Kerala, Telangana and Andhra Pradesh)		01	01
10	East coast Region, Bhubaneswar (Odisha & Chhattisgarh)		01	01
	Total			17

OO No HR/ CONC-ELE/2022 dt 09.03 2022

The seventeen members are elected from the following constituencies,

Management nominates representatives from SC/ST/ OBC communities, in case none of the elected members belongs to these communities. One member belonging to SC/ST/OBC community each is nominated, on the recommendation of elected members of CONCERT.

(D) To be eligible for election and to vote for Council the employee must have rendered at least six months regular and continuous service in the Company. Elections are by 'Secret Ballet'; which is organised by an officer nominated for the purpose at the Corporate Office and by the Regional Project Managers for the offices located at out-station.

(E) The tenure of office of the Council is three years. Casual vacancies of elected members are filled by election in the constituency for the unexpired term.

(F) One of the elected members is chosen as Secretary of the Council.

(G) The meetings of the council are held once in three months. Subjects for discussion are proposed either by the nominated or elected members by an advance notice of at least 15 days to the President of the council. Not more than fifteen items of subjects are taken up for discussion at each meeting. The President has the discretion to reject a subject for discussion for reasons to be recorded by him.

(H) The subjects for discussion may include any aspect of the terms, conditions and regulations of service of the Company employees. Cases relating to individual employees will not however be discussed unless a matter of general principle is involved.

(I) The quorum for the meeting of the council is a minimum of one third of the elected members of the council.

(J) 2-Tier system for discussion of an item of important policy matter or issue of wider implication is adopted. Such issues may be taken up in formal meetings of the CONCERT; items where consensus is reached in CONCERT meeting, a group of (3/4 elected and 3/4 nominated members) may hold a meeting with the Management to finalise the matter.

(K) An employee or a group of employees having a grievance on policy matter should represent the same to the Management through CONCERT.

(L) CONCERT is the recommendatory body and final decision would rest with CMD, or, BOD as the case may be.

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Section – IV

Group Saving Linked Insurance Scheme & Group Term Insurance

1 Group Saving Linked Insurance (GSLI) scheme is a social security measure covering all regular employees of the Company. GSLI cover comprises of two parts i.e. life risk portion and saving portion. The payment of contribution is made to LIC on monthly basis. The saving portion is contributed by the employees whereas the risk portion is borne both by the company and partially by employees. In the event of unfortunate death of the employee, the nominee of the employee gets life insurance benefit plus the amount accumulated to the credit of the employee with interest as on the date of death before the terminal date. Otherwise, the employee on reaching the terminal date or any earlier cessation of service other than death gets the amount to his credit (saving portion) along with interest thereon.

As per IRDA guidelines on GSLI i.e. saving part and risk part is not permissible for the employees who joined after 20.04.2014, however, to take care of welfare of the employees, the Company is providing Group Term Life (GTL) Insurance cover (risk part). The Company has also enhanced the GTL cover by Rs. 10 lakh, Rs. 9 lakh, Rs. 6 lakh and Rs. 6 lakh for A, B, C & D category of employees w.e.f. 02.07.2018. 20% of the premium paid to the insurer is to be contributed by the employee.

2 The limit of risk coverage i.e. Group Term Life (GTL) Insurance at different levels admissible w.e.f. 02.07.2018 is as follows :

Category	Employees Covered (Pay scale – IDA)	Monthly Contribution Employer (Rs.) (35%)	Monthly Contribution Employee (Rs.) (65%) #	Total monthly contribution *(Rs.)	Sum Assured** (in Rs. Lakh)	Addl. Risk covers*** (In Rs. Lakh)	Total Risk Coverage under GTL Insurance (In Rs. Lakh)
A	IDA Pay scale of Rs.120,000 – 280,000 and above (and equivalent CDA)	420	780	1200	12	13	25
B	Pay scale of Rs.60,000 – 180,000 to Rs. 100,000-260,000 and equivalent CDA)	280	520	800	8	12	20

C	Pay scale of Rs.30,000-120,000 to Rs.50,000 -160,000 (and equiv-alent CDA)	210	390	600	6	8	14
D	Pay scale of Rs. 29,500-111,000 and below (and equivalent CDA)	140	260	400	4	8	12

3. The life assurance benefit together with the amount to the credit in the running account of the member along with interest as on the date of employee's death is payable to the beneficiary in event of demise of the member before the terminal date (60 years).

4. On reaching the terminal date or any earlier cessation of service other than death, or on cessation of membership, total amount to the credit of the member in the running account as determined by the LIC having regard to the entry date along with the rate of interest on the date of exit shall become payable to the along with the rate of interest on the date of exit shall become payable to the member.

5. The membership of the scheme of any member shall terminate upon the happening of any of the following events:

   a. Member ceasing to be in service of the Company

   b. Member reaching terminal date (60 years)

6. Employees who have been permanently absorbed in the Company on or before 20.04.2014 will get same benefits as other regular employees including death cover from the date of absorption subject to contribution of 35% of the premium payable by the Company to the LIC but deduction on account of 65% of their share of contribution will be accepted from the next annual date. Under GTL Insurance, the Insurance premium is borne in the ratio of 20% by employee and 80% by the Company of the total amount of premium.

7. Employees on secondment abroad will remain covered even during their stay outside India, provided regular remittances to LIC are ensured towards the premium.

8. Regular employees, who have joined or were regularized after 20.04.2014, have been provided pure risk coverage under Group Term Life (GTL) Insurance cover, to the extent of amount indicated above as applicable to the relevant category. The employee shall bear the insurance premium to the extent of 20% and 80% of the premium is borne by the Company.

Group Personal Accident Insurance Policy (GPA)

In order to provide essential financial support to the family members of an employee who dies or gets permanently disabled while on duty in an accident during his/ her services in the Company, the Board of Directors in their 212th Meeting held on 20.02.2015 have approved the limit of Insurance Cover under Group Personal Accident Insurance Policy (GPA) as per details given below:

S No	Level	Insurance cover (Rs)
A	GGM & above	30 lakh
B	Engineer/ Jr. Manager to GM	20 lakh
C	All Non-Executives	12 lakh
D	Employees on contract, Consultants, Advisor	10 lakh

(OO No PP/ 17/ 2015 dt 12.03.2015)

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Section – V

Reimbursement of Telephone Bills

Reimbursement 1.1 Reimbursement of charges towards use of residential telephone for official purposes to the employees (provided by the Company or owned by the employee) is regulated as under:

A. Landline

1. The employees would obtain themselves telephone connection at their residence.

2. The amount of reimbursement of phone usage charges per month at residence including rental is as below :

S. No.	Level	Entitlement for payment
(i)	CMD and Functional Directors	As per Actuals
(ii)	EDs/ SBU Heads	Rs. 1500 per month
(iii)	GGMs	Rs. 1250 per month
(iv)	GMs/ AGMs	Rs. 1200 per month
(v)	JGMs/ DGMs/	Rs. 700 per month
(vi)	Executives in Cluster-I	Rs. 500 per month
(vii)	Non-Executives	Rs. 400 per month
(viii)	JGM/DGM/SS/Secy to Directors	Full amount of bill subject to verification of STD/ISD calls

B. Mobile

1. The reimbursement of the mobile phone charges per month shall be as detailed below :

S. No.	Level	Entitlement for payment
(i)	CMD and Directors	As per Actuals
(ii)	Vertical Heads/ SBU Heads	Rs. 1500 per month
(iii)	GGMs	Rs. 1000 per month
(iv)	GMs/ AGMs	Rs. 700 per month
(v)	JGMs/ DGMs	Rs. 600 per month
(vi)	Executives in Cluster I	Rs. 500 per month
(vii)	Non-Executives	Rs. 400 per month
(viii)	JGM & (Secy) to CMD	Celling is not applicable

2. The reimbursement of cost of Mobile set shall be as follows :

S. No.	Level	Rate (Rs.) Excluding GST
	CMD and Directors	As per Actuals
(i)	CMD/ Directors	Actual Cost
(ii)	EDs	35,000
(iii)	GGMs	30,000
(iv)	GMs/ AGMs	18,000
(v)	JGMs/ / DGMs	14,000
(vi)	Sr. Manager/ Manager*	10,000
(vii)	Assistant Manager/ Engineer/ Jr. Mgr*	8,000
(viii)	All Non-Executives**	6,000

*Vertical Head is competent to sanction reimbursement of mobile phone in respect of staff posted on projects and, in respect of others, Director is the competent authority.

**Director is the competent authority to sanction use of mobile phone.

Note: In case of Non-Executive staff who have been granted pay scale of Executive cadre on placement basis; their monetary limit for purchase of mobile handset would be applicable as per their placement grade.

(RITES OO No PP/23/2023 dt 29.05.2023 and OO No PP/27/2023 dated 17.08.2023)

xiv. The mobile phone handset including accessories will be procured by the officials themselves and reimbursement shall be made as per their entitlements.

3.1 Date of invoice will be treated as date of procurement.

3.2 The concerned official is responsible for loss, maintenance and repairs of the phone set. In case mobile phone is lost or becomes unserviceable, no replacement shall be made before completion of 3 years.

3.3 The useful life of the mobile phone is 3 years, officials concerned can retain the instrument after 3 years. Official is entitled for new handset only after a period of 3 years.

3.4 In case an official leaves/superannuates before completion of three years, he/she has to pay the following amount along with perquisite value/tax (as per income tax provisions) as applicable from time to time.

Description	Amount to be paid by the employee
In case employee leaves the Company before completion of one year of procurement	35% of the entitlement or actual cost whichever is lower.
In case employee leaves before completion of two years of procurement	20% of the entitlement or actual cost whichever is lower.
In case employee leaves after two but before three years	10% of the entitlement or actual cost whichever is lower.

The limit of reimbursement of mobile usage charge include rental, call charges, internet facilities, 3G / 4G facilities, connection, GPRS or any other facility required for day-to-day official works.

Reimbursement Process 2

The reimbursement claim for Mobile phone including rental charges shall be submitted online through ESS Portal with uploading of scanned copy of bill and approval. Original bill will be retained by the employee for future verification by authorities/ internal & statutory auditors.

In case the employee is unable to produce the original bill on demand by the controlling authorities or bill details does not match with the details uploaded by the employee, the entire amount shall be recovered/ deducted from the ensuing salary of the employee and disciplinary action, as deemed fit, will be taken.

(Circular No RITES/ S&T/ Tele-maintenance/ 2021 dt 16.07.2021)

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Section – VI

RITES Co-operative Thrift & Credit Society Limited

A Co-operative Thrift & Credit Society has been established since July 1986 for the benefit of RITES employees. The Society is registered with the Registrar of Co-operative Societies, New Delhi under the Delhi Co-operative Societies Act 1972 and functions from Corporate Office. The broad features of its formation and functioning are described below:

1.1. **Objectives**

- To promote the economic interests of its members
- To arrange creation of funds to be lent to its members for necessary purposes.
- To develop the spirit of Thrift, self-help & mutual help.
- To undertake welfare activities for the members and their children for promotion of their morale, educational and physical improvements.

2.1 **Membership**

(a) Regular employees of RITES stationed at New Delhi / Gurgaon only are entitled to the membership of the society on payment of Rs.140/- (Rupees one hundred & forty only) as admission fees (non-refundable) as provided under the bye laws.

(b) He ceases to be a member on death; resignation from membership is accepted or under other provisions of Rule (8) of the bye laws.

3.1 **Capital**

The capital is generated by:

- Undetermined number of shares of the value of Rs.100/- each / Deposits from members.
- Loans from non-members.
- Donations and grants and
- Realized profits

Provided that acceptance of loans from non-members is subject to approval by the Registrar of Cooperative Societies.

4.1 **Shares**

Every member shall purchase at least one share and can hold a maximum of 60 shares.

5.1 **Administration**

The affairs of the Society are administered by a Managing Committee comprising of the following positions who are elected

		from amongst the members of the society by voting process to the respective positions and shall hold office for 3 years. - President - Vice President - Secretary - Jt. Secretary - Treasurer and - Seven Members
Monthly Deposits	6.1	Every member will subscribe Rs.400/- per month towards deposits (of which Rs.120/- as compulsory deposit & Rs.280/- as optional deposit), which will be recovered from the salary bill.
Loans	7.1	Members are granted loan for specific purposes up to a maximum of Rs 2,00,000/- on proper application subject to compliance of other conditions like execution of bond and furnishing 3 sureties, recoverable in equal monthly instalments not exceeding 50 including the interest. Interest will be charged as decided by the Executive Committee, from time to time.
Retirement Gift	8.1	Members are given cash gift of amount Rs 1,000/- at the time of their retirement from RITES.
General	9.1	For further details, the Bye-laws of the Society may be referred. (RCTCS circular dt 01.01.2020)

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Section – VII

Grant of Festival Advance

An interest free advance of Rs.15,000/- is granted to the company employees on the eve of important nominated festivals, one of the same to be chosen by the employee concerned, out of the listed below, subject to the following conditions :

a) The employee should be a regular one and not casual (daily wages/Trainee/apprentice or working on contract basis) and in IDA pay scale i.e. Rs.40,000-1,40,000(E-1) and staff in equivalent CDA pay scale or below and should have put in one years' service.

xiv) Advance will be paid once in a calendar year recoverable in not more than 10 monthly instalments commencing from the month following the one in which the advance is disbursed.

xiv) An employee would be eligible for a fresh advance only after the earlier advance is recovered in full.

d) Officers in grade Rs.70,000-2,00,000 (or equivalent) and above are authorized to sanction the advance for the employees working under their control.

List of Nominated Festivals

xiv. PONGAL
ii. MUHARRAM
iii. REPUBLIC DAY
iv. HOLI
v. BAISAKHI (NEW YEAR'S DAY)
vi. INDEPENDENCE DAY
vii. ONAM
viii. ID-UL-FITR
ix. JANMASTHMI
x. DUSHEHRA
xi. DIWALI
xii. GURU NANAK'S BIRTHDAY
xiii. CHRISTMAS
xiv. ID UL ZUHA

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Section – VIII

Purchase of Brief Cases

Reimbursement 1.1 The monetary limit of reimbursement of purchase of briefcase, due to prevailing market rates and increasing prices of the consumer goods, has been revised with the approval of Competent Authority with immediate effect as under:-

Entitlement

S.No.	Level of Officers	Revised Rates (Rs.) Excluding GST
1	CMD/Directors	11,000/-
2	EDs/ GGM	8,500/-
3	GMs/ AGMs	8,000/-
4	JGMs/ DGMs	5,800
5	Sr. Manager/ Manager	3,800/-
6	Asstt. Manager/ Jr. Manager/ Engineer & Equivalent	3,000/-
7	All Non -Executives	1,900/-

Terms & Conditions 2.1. The terms and conditions for purchase of briefcase, official bag, ladies purses shall be as under:

a) Only regular employees and deputationists are entitled for purchase of briefcase/office bag/ladies purses of their own choice which can be purchased from anywhere from any private/public outlet. However, reimbursement shall be restricted to the above-mentioned ceiling limit.

b) The need for purchase of briefcase has to be certified by the Controlling Officer and employee should obtain prior approval of Controlling Officer, not below the rank of Group General Manager.

c) Re-purchase of a briefcase will be allowed after 3 years of its purchase.

d) No advance, for the purchase of briefcase shall be given.

e) An employee, after obtaining the sanction of the competent authority, may purchase the brief case official bag & ladies purse and seek reimbursement of the expenditure incurred, within ceilings mentioned above.

f) In case of Non-Executive staff who have been granted pay scale of Executive cadre on placement basis; their monetary limit for purchase of mobile handset would be applicable as per their placement grade.

Reimbursement 3.1 The reimbursement claim shall be submitted online through ESS

Portal with uploading of scanned copy of bill and approval. Original bill will be retained by the employee for future verification by authorities/ internal & statutory auditors up to the expiry of 6 months from the end of financial year in which the claim is made

Process

In case the employee is unable to produce the original bill on demand by the controlling authorities or bill details does not match with the details uploaded by the employee on RITES ESS Portal, entire amount shall be recovered/ deducted from the ensuing salary of the employee and disciplinary action, as deemed fit, will be taken.

(RITES OO No PP/24/2023 dated 29.05.2023, OO No PP/28/2023 dated 17.08.2023 and OO No PP/54/2020 dated 12.11.2020)

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CH**APTER-IX**

PROVISION FOR RESIDENTIAL ACCOMMODATION

SECTION – I : Allotment of Company's Flats

The following rules will be applicable to the allotment, retention and vacation of residential flats of RITES and the charging of rental for occupation thereof:

1.1 **Application**

Applications will be called by the Group General Manager (P&A) every year in the month of January taking into account the likelihood of the availability of accommodation in various categories of flats during the course of one year. These applications will be registered in a register.

2.1 **Time Limit**

A time limit of not less than 10 days will be prescribed for the submission of applications.

3.1 **Allotment**

The allotment of flats will be made by the Group General Manager (P&A) with the approval of CMD or one of the Directors according to the eligibility conditions and other norms prescribed hereinafter. However, in regard to allotment of types "A" and "B" flats, this will be made on the recommendation of a Committee consisting of the following:

1. DGM(P&A) or above in charge of Desk concerned
2. DGM from any other SBU to be nominated by CMD
3. Secretary/CONCERT

4.1 **Acceptance**

The allottee will have to submit his acceptance of the allotment within 7 days of the issue of the allotment letter. He will not be allowed to choose any flat by number and location in particular for being allotted to him and will have to abide by the allotment made by the Group General Manager (P&A).

4.2

However, after accepting the first allotted flat, the employee concerned may register for a change of accommodation. Such requests for change will be registered in a register and considered as and when vacancies occur in the flats concerned.

4.3

The employee who accepts the accommodation allotted to him will take possession of it within 7 days of the acceptance and will be charged the rent prescribed for it with effect from the 7th day after the acceptance of allotment or from the actual date the possession is taken whichever is earlier.

4.4

An employee who accepts the allotted accommodation will be required to sign an agreement in the form prescribed by the Company before taking the possession of the flat. The agreement will, inter-alia, provides for the conditions of allotment, retention, maintenance, cancellation of allotment and vacation and

consequences of unauthorized use and non-vacation of the flat on cancellation of the allotment etc.

Validity of Allotment 5.1 The allotment will be effective from the date rent is charged as provided for in para 4.3 above and will continue to be in force until:

a) The expiry of the concessional period permissible under para 9 below after the employee ceases to be posted on duty in RITES at the place (city) where the flat is allotted; or

b) It is cancelled by the Management under these rules; or

c) It is surrendered by the employee or is ceased to be occupied by him.

Eligibility 6.1 For the purpose of eligibility for allotment of flats, the following categorization of the flats would be observed:

a) Asian Games Village Complex, New Delhi

5 of these flats are reserved for Chairman & Managing Director, 3 Directors and CVO. The remaining flats and also such of the flats reserved for CMD/ Directors/CVO which are not required by them, will be allotted to EDs/GGMs

b) Ashok Vihar Flats in Delhi

Type "A"

There are 35 "A" type flats. The flats will be allocated to two groups of employees as under:

Group I : 14 flats for staff in grade Rs.16000-60000 (Revised IDA pay scales) or CDA equivalent

Group II : 21 flats for staff in IDA grade Rs.20000-66000, Rs.22000-83000,Rs.26000-96000 or CDA equivalent

Type-"B"

There are 35 "B" type flats. The flats will be allocated to two groups of employees, as under:

Group I : 5 flats for employees in IDA grade Rs.29500-111000 or its CDA equivalent.

Group II : 30 flats for staff in IDA grades Rs.30000-120000 and Rs.40000-140000 or its CDA equivalent. This will form a combined seniority group.

Type-"C"

There are 28 "C" type flats. The flats will be allocated to Sr. Managers

and . Manager.

Type-"D"

There are 28 "D" type flats. They will be allotted to GGMs, GMs, AGMs, JGMs & DGM.

c) Flats in Gurgaon (Sector 57)

i) 5 Type III flats have been acquired allottable to officials eligible for Type "C" flats in Ashok Vihar colony. Those occupying house in Ashok Vihar will not be allotted till there is wait list for flats in Gurgaon.

ii) Two type IV flat has been acquired, which will be allotable to officials entitled for Type D flats in Ashok Vihar colony and its allotment will Also be regulated as per the procedure indicated in para (i) above.

d) Flats in Gurgaon (NBCC Heights, Sector 89)

i) 10 Type III flats have been acquired allottable to officials eligible for Type "C" flats in Ashok Vihar colony. 1st priority will be given to the officers of level Manager & above who are in occupation of RITES Type C & D flats in Ashok Vihar. 2nd priority will be given to the officers of level Manager & above not occupying any accommodation allotted by RITES.

ii) Four Type V flats have been acquired, which will be allotted as Bachelor accommodation. One flat will be allotted to four employees as the accommodation is 4BHK + Study room. Each employee will be charged Rs 200/- per day + Electricity charges + Water charges as applicable. Employees opting for bachelor accommodation shall be eligible for HRA.

e) Flats in Mumbai (Carter Road & Pali Hills)

Four (04) Type V flats (C-201, C-202, D/41 & D/42) built on Railway land in Mumbai have been leased to RITES by Railways/ IRCON. These flats will be allotted preferably to the Railway Officers on deputation to RITES or those officers who have come on absorption.

f) Flats in Lower Parel, Mumbai

Six (06) flats have been purchased by RITES in Lower Parel, Mumbai. Two (02) of these flats are being utilized as Guest House. The allotment of remaining four (04) flats shall be done to eligible officers as per laid down criteria prescribed from time to time.

Their allotment shall be done jointly by RH/WRPO and Sub-Unit Head/WRIO.

g) Flats in Chennai

Three (03) flats have been purchased by RITES in Chennai. Out of these, one (01) flat is utilized as Guest House. The allotment of remaining two (02) flats in Chilpauk, Chennai shall be done to eligible officers as per laid down criteria as prescribed from time to time.

Their allotment shall be done by Sub-Unit Head/ SRIO.

h) Flats in Kolkata (Liluah)

Type V flats will be allotted to GGMs, GMs, AGMs, JGMs & DGMs and type IV flats to Sr. Managers & Managers. The eligibility for allotment of flat can be revised by the Management.

Priority 7.1 Priority for allotment of flats amongst the eligible officers will be decided on the following basis:

A) For type A, B, & C flats in Ashok Vihar Delhi, Type III flats in Gurgaon and Type IV flats in Liluah, the date of entry into the company on regular basis will determine the priority.

B) For type 'D' in Ashok Vihar, Asiad Games Village flats in Delhi, Type IV flats in Sector 57, Gurgaon, Type III flats in Sector 89, Gurgaon and Type V flats in Liluah, the date of entry in the relevant grade will determine the priority, but those in higher grade will be ranked senior.

7.2 Those who are in possession of houses or flats in their own names or in the name of any of the members of their family (family including wife or husband, children, step children, legally adopted children, parents, brothers or sisters as ordinarily reside with and are dependent on the employee) will not ordinarily be consider for allotment of company flats or houses. The employees who happen to acquire or construct accommodation in their own name or in the name of any of the members of their family will vacate company flats allotted within six weeks of such acquisition or construction

Recoveries 8.1 Recovery of rent in respect of RITES flats at Ashok Vihar, Asiad Village, Sector 57, Gurgaon, NBCC Heights, Sector 89, Gurgaon Liluah (Kolkata), Bandra (Mumbai), Lower Parel, Mumbai & Chennai allotted to employees shall be 7.5% (for X class city) of basic pay or the standard rent (licensee fee) fixed by the company, whichever is lower.

(OO No PP/ 134/2022 dt 06.12.2022 & OO No PP/ 35/2023 dt 14.09.2023)

Recoveries for RITES Flats

Sl.	Location of RITES Flats	Items	Revised rates of Licence Fee w.e.f. 01.07.2023
1	Ashok Vihar, Delhi	Type-A	Rs.660/-pm
2		Type-B	Rs.880/-pm
3		Type-C	Rs.1750/-pm
4		Type-D	Rs.2170/-pm
5	Asiad Village	Asiad Flats area up to 159.5 Sq.m. (For flats No.587, 592, 599, 604 & 674)	Rs. 2170/-pm
6		Asiad Flats area beyond to 159.5 Sq.m. (For flats No.570 & 646)	Rs.2590/-pm
7		Asiad Flats area beyond to 189.5 Sq.m to 224 Sq.m. (For flats No. 808, 323, 626 & 627)	Rs. 3040/-pm
8	Sector-57 Gurugram	Type-III Flats	Rs.1650/-pm
9		Type-IV Flats	Rs.1750/-pm
10	Sector- 89 Gurugram	Type-III & Type- V Flats	Rs. 3040/-pm
11	Palli Hill, Bandra, Mumbai	Type-D Flats	Rs. 3040/-pm
12	Lower Parel, Mumbai	RITES Flats, Lower Parel, Mumbai	Rs. 880/-pm
13	RITES Flats Chennai	RITES Flats, Chennai (116.65 Sq.mtr)	Rs. 1750/-pm
14		Car Garage	Rs.60/-pm
15		Scooter Garage	Rs.60/-pm
16		Servant Quarter	Rs.90/-pm

Temporary allotment

8.2 Temporary allotment of RITES flats to regular employees on account of wedding ceremony, pooja and any other family program etc. can be considered with the approval of CPO as per following rates:

S No	Type of Flat	Charges per day (Rs)
1	Ashok Vihar Type A	300
2	Ashok Vihar Type B	600
3	Ashok Vihar Type C	800
4	Ashok Vihar Type D	1000
5	Asiad Flat	1000

In addition, electricity charges as per actual meter reading and any charges towards damage to flat/ fittings shall be borne by the employee.

Out of turn Allotment

9.1 The Chairman & Managing Director shall have the discretion to make out of turn or special allotment of flats for Administrative reason.

Retention 10.1 A flat allotted under these rules to an employee may be retained by him or by the members of his family only during the period of his posting on duty in an office of RITES at the place where it is allotted and in continuation thereof on the happening of any of the following events limited to the periods indicated against each :

S No	Event	Max Permissible period for retention of company accommodation	
		On Standard Rent	**On Market Rent**
a	Resignation, dismissal or removal from service or termination of service or unauthorized absence without permission	One Month	Nil
b	Retirement	Two Months	Two Months
c	Death of Allottee	Six Months	Nil
d	Transfer out of the place where flat is allotted	Two Months	Two Months
e	Temporary transfer outside the place where the flat is allotted	Four Months	Two Months
f	Termination of deputation with the company	Two Months	Four months or till end of school term (if applicable)
g	Transfer to another Company or Govt Department	Two Months	Two months or till end of School term (if applicable)
h	Secondment abroad	As per policy of posting of officials in foreign projects circulated vide OO No PP/79/2022 dt 17.06.2022 as amended from time to time.	
i	Leave of any kind other than LPR, maternity leave, and leave on medical ground	Period of leave not exceeding four months	Nil
j	Maternity leave	For leave period	Two Months
k	Leave preparatory retirement	Leave period, max up to six months	NIL
l	Leave on Medical ground	Leave period	NIL
m	On proceeding for training	Up to one year	NIL
n	Retention permitted to project site on the basis of the following: The project site meets with the conditions of being declared as a “Project” and do not permit shifting of family to the project site due to lack of educational and medical facilities etc. The employee submits an undertaking that he is actually spending on accommodation of his family/ retaining his family at his last station of posting.	Till posting at Project site	NIL

Notes: (1) Market rent means – Employees who are entitled for leased accommodation, market rent shall be the prevailing lease entitlement plus standard rent/license fee.

(2) For employees, not entitled for leased accommodation, market rent shall be the HRA last drawn plus standard rent/ license fee.

(3) CMD is the Competent Authority to give extension in retention of RITES Flat on standard rent or market rent or penal rent beyond the permissible limit of retention of the flat under Clause 10.1 of Chapter IX of HR Manual based on the merit of request of retention of the flats.

(OO No PP/77/2021 dt 06.08.2021)

10.2 Retention of Asiad Village Flats in Delhi and flats in Mumbai beyond two months is not permissible.

Rent Charges

11.1 Rent will be charged by the Company from the allottees of its flats and will be recovered from their monthly salary and other dues from which it can be legally recovered at such rates as may be decided by the Company from time to time. Rent determined under this rule will be termed as the Standard Rent.

11.2 The employee to whom a flat is allotted shall be personally liable for the payment of the rent thereof and for any damage beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings etc. during the flat has been and remains allotted to him and until it is physically vacated by him.

Surrender of Flat

12.1 An employee may surrender the flat allotted to him by giving a notice of not less than one week to the Group General Manager(P&A). He will be responsible for the payment of rent and other dues for the notice period and for any period beyond during which he continued to retain the accommodation.

Other Charges

13.1 The employee will be liable to pay the electricity, water and other charges levied by the concerned authorities for the services provided and availed of by him during the period the flat stands allotted to him and until it is vacated by him.

Subletting

14.1 An employee who has been allotted a flat of the company shall not sublet any portion of it. The servant quarters and garages if any, attached to the flat shall be used only for the bonafide purposes including residence of the servants of the allottee or such other purposes as may be permitted by the Company.

Penalties

15.1 If an employee to whom a flat is allotted, unauthorisedly sublets any portion of it, or uses the flat for any purpose other than his own residence or any other purpose, for which it is permitted to be used, or causes damages to the building, furniture, fixtures

and other fittings, etc. provided therein, or conducts himself in a manner prejudicial to the maintenance of harmonious relations with the neighbours, the management may, without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the flat.

Penal rent for Overstay	16.1	When any employee or his family continues to be in occupation of the flat of the Company, whose allotment in his favour has been cancelled or is deemed to be cancelled, he will be liable to pay penal rent for use of the flat, fixtures, fittings, etc. therein @ Rs.36/- per Sq.ft. w.e.f. the date of cancellation of the allotment. In case, penal rent is less than the market rent due to smaller area of the flat, then Market rent will be charged. (RITES OO No PP/77/2021 dt 06.08.2021)
Interpretation	17.1	The Chairman & Managing Director will have the power to interpret these rules in case any question arises for such interpretation

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SECTION-II: Leasing of Accommodation

(A) Company Leased Accommodation

1.1 Officer of the level of Engineers and above are entitled to hire company leased accommodation as per their ceiling limit indicated below: **Entitlement for Leased Acommodation**

SL	Designation	Company Lease			
		"X' Class City	**"Y" Class City**	**"Z" Class City**	**Mumbai**
1	Engr/ Jr. Mgr	24000	14400	9000	30000
2	AM	28000	16800	10500	35000
3	Mgr	32000	19200	12000	40000
4	Sr. Mgr	36000	21600	13500	45000
5	DGM	40000	24000	15000	50000
6	JGM	44000	26400	16500	55000
7	AGM	48000	28800	18000	60000
8	GM	52000	31200	19500	65000
9	GGM	56000	33600	21000	70000
10	ED	60000	36000	22500	75000

For Board level officers; the lease entitlement shall be 40% of the maximum of the grade.

(Para 4.2 of Minutes of 247th BOD held on 12.02.2019)

Plinth Area: Restriction of ceiling limit of area in leased accommodation has been done away with by the Competent Authority on 16.11.2016.
HRR (House Rent Recovery: In respect of lease accommodation should be as per existing rate:

Classification of Cities	**Existing rates of HRR**
X- Class	7.5% of Basic pay
Y-Class	5% of Basic Pay
Z- Class	2.5% of Basic Pay

For accommodation arranged by CPSE in its own township, the HRR shall be 7.5% of BP (for X- Class cities)/ 5% of BP (for Y- class cities)/ 2.5% of BP (for Z- class cities), or standard rent fixed by CPSE whichever is lower.

2.1 The facility of Company leased accommodation can only be availed by an employee within 30 kms from their place of posting. **Area Restrictions**

3.1 Standard format of Application is at Annexure – I. It may be noted that no request may be entertained for allowing hiring of accommodation **Application Form**

from back date.

Documents Required along with Application Form 4.1 Application form should accompany with the following documents:

a) Proof of ownership (Copy of Title Deed of the property, Letter of allotment of Flat), duly attested by a Gazetted officer/Notary public. Documents like water, electricity bills, telephone bills, property tax receipts, are not valid documents as proof of ownership.

c) Consent letter from the owner specifying the monthly rent and period of lease along with copies of PAN card, Aadhar Card & bank details etc.

d) Lease Agreement in triplicate as per Annexure E.2.1 (Original agreement on non-judicial stamp paper along with two photocopies, duly signed by the owner on each page including photocopies) duly notarized. The lease agreement should only be on the standard format and no addition/deletion in the clauses should be made without prior approval of the officer heading P&A at Corporate Office.

D) Printed Bill / Receipt towards payment of brokerage in case the accommodation is hired through broker.

Payment of Advance Rent 5.1 Advance rent should be avoided as far as possible. Payment of adjustable Advance Rent to the owner may be permitted, if sought for, at the time of initial lease agreement only equivalent to two months' rent or entitlement of the officer (whichever is less), to enable him to meet the expenses such as painting, polishing, installations of fans, electrical fittings etc. before handing over possession of the premises. The advance rent shall be adjustable in double the number of months, effective from the first month of lease agreement.

Payment of Security Deposit 6.1 No security deposit is permitted for hiring of residential accommodation on lease.

However, in the case of RITES employees posted at Mumbai and Bangalore, the amount of Security Deposit/Advance rent for Mumbai and interest free advance for Bangalore would be limited to amount of 4 months' lease rent, subject to the condition that its recovery from the lessor (owner) shall be the sole responsibility of the employee. As the onus of recovery of advance rent/Security rests with the employee, the payment of security deposit equivalent to 04 months' rent shall be treated as Personal Advance to the employee. Necessary undertaking shall be obtained from the employee that if he resigns/retires from active service of RITES or ceases to be in active service of RITES for any reason whatsoever, this advance can be deducted from any deposit lying with RITES or his earlier employer including other dues etc.

7.1 Reimbursement of expenditure incurred on leased residential accommodation on account of repair and maintenance is not admissible.

Petty Repair/ Maintenance Charges

8.1 Payment of brokerage is permitted at the time of hiring of accommodation once during the period of 3 years (except Mumbai) at one place as indicated hereunder:

Payment of Brokerage Charges

All Cities/Town except Mumbai	Equivalent to 15 days lease rent or entitlement of the officer whichever is less.
Mumbai	Brokerage will be paid once in 2 years only in case of change of residence up to a maximum of one month lease rent or lease entitlement of the officer whichever is less.

The Claim should be accompanied by printed bill/receipt from the broker

9.1 The employee shall not terminate the lease agreement on his/her own prior to expiry of term of lease agreement. In case of any dispute with the owner or difficulty in staying in the leased accommodation, prior approval of Corporate Office should be taken specifying the reasons for leaving the house.

Termination of Lease agreement

It is clarified here that as per terms of agreement, one month's notice is required to be given to the owner for termination of lease agreement.

10.1 In case Lessor insists on inclusion of a Clause in the lease agreement that lease will be limited to the occupation by a specific officer for whom the lease is being taken, the same could be agreed to.

Inclusion of Clause in the Lease agreement relating to Leasing of House/Flat for Occupation by a specific officer

10.2 As per DPE Office Memorandum No.W-02/0028/2017-DPE(WC)-GL-XIII/17 dated 03.08.2017, point No.9 regarding implementation of 3rd PRC" Company owned accommodation provided to executives, CPSEs are allowed to bear the Income Tax liability on the non-monetary perquisite of which 50% is loaded within the ceiling of 35% of BP on perks and allowances i.e. only 50% perquisite tax shall be part of basket, and rest to be borne by employee who will bear 50% of tax liability of non-monetary perquisite w.r.t. company owned accommodation

11.1 In case any deviation in the lease agreement becomes inevitable, the case may be referred to officer heading the Administration SBU for obtaining Corporate Office's approval.

Any Deviation from the Standard Agreement

Retention of Company Lease for Deputationists

12.1 (1) Retention of company leased accommodation will be permitted to officers on deputation to RITES for a maximum period of two months from the date of repatriation from RITES on same terms and conditions subject to payment of standard rent/license fee plus HRA (if any, received from parent organization) and recovery of excess rent, if any, for the period of extension of lease in RITES.

(2) The following procedures will be followed:

a) Application for retention of company lease, duly forwarded by the controlling Officer or Vertical/ Regional/Sub-Unit/PU/RIO Head should be made to P&A division of Corporate Office at least 15 days before the scheduled date of repatriation or within 15 days from the date of repatriation in case of pre-mature repatriation.

b. The applicant should clearly indicate the date of vacation of the accommodation and if required, the applicant should get a consent letter from the lessor for the requested period of retention on the same terms and conditions. No variations would be allowed. The lease agreement between RITES (Lessee) and the Lessor shall automatically get terminated on completion of extended period of retention or date of vacation whichever is earlier.

c. The applicant shall be required to deposit, in advance, the admissible license fee and excess rent, if any, with the Finance Division/RITES under intimation to P&A division of Corporate Office.

d. The applicant shall also be required to obtain No Dues Certificate, as is being done at present, from the Lessor on vacating the company leased accommodation.

e. LPC in these cases would be issued either on the receipt of a communication from parent organization to the effect that no HRA has been paid for the period of lease enjoyed with RITES or on deposit of HRA by the employee concerned in RITES account.

(3) No request for retention of company leased accommodation beyond a maximum period of two months would be entertained.

(4) CMD would be Competent Authority for interpretation of these rules.

(B) Self-Leased Accommodation

Self-leased accommodation will include hiring of accommodation by RITES, owned by an employee, his/her spouse, parents, children, for use of residence by the employee. The tax liability of perquisite tax if any, for self-leased accommodation shall be borne by the employee concerned.

DPE vide OM No. W-02/0028/2017-DPE(WC)-GL-XIV/17 dated 04.08.2017, have conveyed the decision of Government on the subject as under:

If an executive is staying in his/her own house then normally he or she should be entitled to the HRA amount but if the said house is taken as lease accommodation for self-occupation purpose (self-lease), the lease rental ceilings (after adjusting the HRR amount) should not exceed the net applicable HRA amount.

1.1 Applications should be sent only on the enclosed Application Form. (Annexure E/3)

Application Form

2.1 Application form should be accompanied with the following documents:

Documents Required along with Application Form

Proof of ownership (Copy of Title Deed of the property, Letter of allotment of Flat allotment or General power of Attorney along with Sale Deed and Will executed prior to 11.10.2011 along with supporting document like electricity Bill/property tax receipts for last 2-3 years and an indemnity bond.

It may be clarified that documents like water, electricity bills, property tax receipts, are not valid documents as proof of ownership.

a) Sketch plan of the House/Flat with complete dimensions.

b) Lease Agreement in triplicate as per Annexure E.3.1 (Original agreement on non-judicial stamp paper along with two photocopies, duly signed by the owner on each page including photocopies). The lease agreement shall only be on the standard format and no addition/deletion in the clauses shall be acceptable.

3.1 The rent for self- and company-leased accommodation will be assessed by a committee of three Members (DGMs & above) one from Finance, one from Civil Engineering and one from P&A, nominated for the purposes based on the covered area, type of construction and prevailing rent in that area, rate approved by Govt. approved valuer. The rent determined would be limited to the above-mentioned ceiling of leased accommodation. The rent recommended by the Committee would require approval of Vertical/ Regional/Sub-Unit/PU/RIO Head.

Assessment of Rental Value of the House/Flat

Period of Lease Agreement	4.1	The currency of lease is normally 11 months. However, in case the officer has resigned, transferred to some other place or retiring from service, the lease agreement automatically stands terminated. (in case of officers who have joined RITES on deputation, the period of lease is to be restricted up to expiry of term of their deputation).
Relaxation in Rules Relating to Company/Self Leased Residential Accommodation	5.1	As a welfare measure and in order to mitigate hardship being caused to the employees and their families, Board of Directors have agreed to allow facility of leased accommodation to officers at a place other than the place of their posting where the ceiling limit of rent for leased accommodation is either lower or equivalent to the place of posting of officers. In case of higher lease rental than that applicable to the place of posting, the excess amount shall be borne by the employee. Vide Office Order No. PP/22/2014 dated 24.06.2014, Staff posted at Project sites will be entitled to payment of Project allowance in addition to : • HRA as applicable at the previous station of posting; or • Company's house or leased accommodation, as the case may be, at the original place provided that: - The project site meets with the conditions of being declared as a "project" and does not permit shifting of family to the project site due to lack of educational and medical facilities etc. - The employee submits an undertaking that he is actually spending on accommodation of his family/retaining his family at his last station of posting.

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(Annexure-I)

RITES LIMITED

APPLICATION FOR ACQUIRING RESIDENTIAL ACCOMMODATION ON LEASE/RENEWAL OF EXISTING LEASE UNDERTAKING :

NAME AND EMPLOYEE NO.	
DIVISION	
DATE OF BIRTH	
DESIGNATION AND OFFICE WHERE WORKING	
NAME, DESIGNATION & E-mail of Vertical/Regional/ Sub-Unit/PU/RIO Head.	
GRADE & BASIC PAY	
WHETHER **COMPANY EMPLOYEE** OR ON **DEPUTATION** (indicate date of joining on deputation and period of deputation and enclosed a copy of the office order)	
ADDRESS OF THE PROPOSED LEASED ACCOMMODATION ALONG WITH PIN CODE	
PLINTH AREA OF THE PROPOSED LEASED ACCOMMODATION	
NAME, ADDRESS OF THE OWNER ALONG WITH PIN CODE, PAN NO & COPY OF AADHAR. [Please attach proof of ownership **(title deed & letter of allotment) and consent letter from the owner]**	
Bank Account No. & Bank Address of the Owner (Bank details enclosed)	
RELATIONSHIP WITH THE OWNER (The owner should not be related to the employee)	
MONTHLY RENT (exclusive of repair/maintenance charges)	
ADVANCE RENT PAYABLE, IF ANY (payable only at the time of initial lease only)	
DATE OF COMMENCEMENT AND PERIOD OF LEASE (Maximum 11 Months)	
WHETHER ACCOMMODATION HIRED THROUGH BROKER OR DIRECT APPROACH (if negotiated through broker, please attach a bill/receipt from the broker)	
IN CASE OF EXTENSION OF LEASE, INDICATE DATE COMMENCEMENT OF LAST LEASE, LAST LEASE RENT, & PERIOD OF LEASE	

1. I agree to pay the electricity and water charges for the period of my occupation or deemed occupation of the premises taken on lease regularly as and when the bills are received.

2. I also agree that the excess of the rental over and above my entitlement may be deducted from my pay bills regularly.

3. I also agree to make good the damages caused to the fixtures and fittings during my occupation subject to normal wear and tear, excepted.

4. I also agree to serve the required one month written notice to the Lessor and obtain “No dues Certificate” from the Lessor at the time of vacation of accommodation, under intimation to this office failing which I shall be liable for all recoveries that may arise.

Signature of Employee with date

Contact No./Ext. No _____
Mobile No_____

Controlling PU/ Vertical/Regional/Sub-Unit/PU/RIO Head

(Annexure E.2.1)

(To be prepared on Rs.50/- non-judicial stamp papers + 3 photocopies duly notarized. Signature of the owner on each page including photocopies)

RENT DEED (LEASE AGREEMENT)

This lease deed made here in New Delhi on this ____day of _____ 2023 between Shri _____owner of House/Flat No. (Address of accommodation proposed to be taken on lease) and resident of House/Flat No. (Address of the residence of the house owner) hereinafter called the Lessor (which expression shall include his/her heirs, successors and assigns) of the one part and M/s RITES Ltd., a Government of India Enterprise, "Shikhar", Plot No.1, Sector-29, Gurgaon, Haryana, having its registered office at SCOPE Minar, Laxmi Nagar, Delhi 110092, through its Dy. General Manager (HR)/ Welfare Shri Udit Pant hereinafter called the Lessee (which expression shall include its successors and assigns) of the other part.

NOW THIS RENT DEED WITNESSETH AS UNDER:

1. That the Lessor hereby leases to the Lessee the accommodation at _____ _____ _ having plinth area of _____sq ft. and consisting of ____ rooms including ___bed rooms and kitchen, together with all built in fittings, fixtures & furniture for the residential use of Shri/Smt/Ms. _____ (herein after called the Officer") working as _____ in RITES Ltd., on the following terms and conditions:
2. a) That the Lessee agrees to pay to the Lessor a monthly rent of Rs. _____/- (Rupees _____ only), excluding repair/maintenance charges, water and electricity charges. Monthly rent is to be paid in advance before the 10th of every month.
   b) That the above rent includes house tax, ground rent and all other taxes payable by the lessor.
   c) That the Lessee agrees to pay to the Lessor an advance equivalent to ____ months rent to be adjusted in ___ equal monthly instalments from the date of commencement of lease agreement.

   d) The rental charges will be payable to Shri/Smt/Ms. _____ _____and Shri/Smt/Ms. _____ in the ratio of _____: _____.
3. That the Lessee, through the Officer occupying the flat, shall pay water and electricity charges according to the meter readings as per bills of the concerned authorities.
4. That the Lessee shall be liable to pay for the breakage's, damages to the sanitary, electrical and other fittings and fixtures during the lease period.
5. That the lease is for a period of ____ months commencing from _____ 2023. The lease can be further extended on the terms and conditions to be mutually settled by the lessee and the lessor. The lessee, through the Officer, shall give vacant possession of the premises to the lessor after expiry of the lease period, or as the case may be, the extension thereof and the Lessor in turn shall issue a "No Dues Certificate" thereof.
6. That the Lessee shall not make any structural additions or alterations without the written permission of the lessor, but may install air-conditioners, room-coolers etc.

7. That the Lessee or the Officer shall not sublet the premises in whole or any part thereof without the written permission of the lessor and on expiry/termination of the lease agreement, the Lessee through the officer, shall hand over vacant possession to the Lessor or his authorised agent.
8. That at the time of occupation, the Lessee, through the officer, shall ensure that all sanitary, electrical and other fittings, and fixtures are in perfect order and shall be responsible to restore them in the conditions in which they have been taken over, natural wear and tear excepted.
9. That the Lessee shall allow the Lessor or his authorised agent to enter the said premises at reasonable hours and after reasonable notice and when necessary for inspection, repairs etc.
10. That all structural repairs will have to be done by the Lessor at his own cost.
11. That the Lessor shall carry out annual repairs and maintenance of the demise premises white-washing, distempering, painting and polishing every two years.
12. That during the currency of this lease agreement, the Lessee shall have the right to vacate the premises by giving one month's notice, to be served, to the Lessor, by the Officer or to the LESSEE by the LESSOR.

IN WITNESS WHEREOF, the parties have set and subscribed their hand in presence of the witnesses mentioned herein below.

( ) For RITES LTD.
(----------)

LESSOR Dy. General Manager (HR)/ WELFARE
LESSEE

PLACE : NEW DELHI
DATED :

WITNESSES:
1

2

(Annexure E.3)

RITES LIMITED

PROPOSAL OF LEASE OF OWN HOUSE

(SELF LEASE)

Particular Of Employee	
Name and Emp. No. and division	
Date Of Birth	
Designation and office where working	
Grade and Basic Pay	
Date of joining Rites	
Whether Company employee Or On Deputation (Indicate date of joining on deputation and period of deputation)	
Particulars Of Premises To Be Assessed	
Complete address	
Owner's Name	
(Attach proof of ownership–copy of title deed)/ PAN No. of owner.	
Bank Account details in the prescribed format approved by bank)	
If not owned by the applicant relationship of the owner with the employee	
Whether single unit or flat	
Plinth area of the flat/house	
Plinth area occupied exclusively by applicant	
Specify areas/portion shared, if any	
Details of rooms, toilets, kitchen etc. with their measurement (attach sketch plan with complete dimensions)	
Fixtures & fittings (like fans, geysers, cupboards etc.)	
Particular of persons other than members of family staying in the portion to be leased	
Present rental value of the portion occupied by the applicant	
Effective date of lease	

I solemnly declare and affirm that the information furnished above is correct to the best of my knowledge and belief and nothing has been suppressed or exaggerated.

Signature of the applicant with date

Vertical/Regional/Sub-Unit/PU/RIO Head Ext/ Contact No.

DECLARATION

This is to certify that the leased accommodation having plinth area of _____ sq.ft. at _____ (full address) is exclusively being used by the undersigned/for the family of Shri_____ and that no rent is being claimed by any of the other family member from any other department / organisation against the said accommodation.

(in case the accommodation is owned by employee)

Signature:/

Name:

Designation/Division/Emp No.

(In case the accommodation is owned by family members)

Signature:

Name Owner:

Relationship with the employee:

Address:

(Annexure E.3.1)

(To be prepared on Rs.50/- non-judicial stamp papers + 2 photocopies duly notarized. Signature of the owner on each page including photocopies)*

RENT DEED (LEASE AGREEMENT)

This lease deed made here in New Delhi on this___ day of____ 2023 between Shri/ Smt_____owner and resident of House/ Flat No._____ hereinafter called the Lessor (which expression shall include his/her heirs, successors and assigns) of the one part and M/s RITES Ltd., a Government of India Enterprise, RITES Bhawan, Plot No. 1, Sector-29, Gurgaon, Haryana having its registered office at SCOPE Minar, Laxmi Nagar, Delhi 110092 through its Dy. General Manager (HR)/ Shri---------- hereinafter called the Lessee (which expression shall include its successors and assigns) of the other part.

NOW THIS RENT DEED WITNESSETH AS UNDER:

1. That the lessor hereby leases to the lessee the accommodation at---------- consisting of _____drawing-dining, _____ bed rooms, Kitchen, _____ toilet, _____ bathroom, _____ store together with all built in fittings and fixtures under the following terms and conditions:
2. That the Lessor will use the premises for the residential use of Shri _____)/his own residence and will not let out the premises in whole or any part thereof.
3. That the lessee agrees to pay to the lessor a monthly rent of Rs.___ /- (Rupees _____ only) towards monthly rent which will be paid on the 10th day of every month.
4. That the above amount includes house tax, ground rent and all other taxes payable to the Municipality or any other authority payable by the Lessor.
5. That the lessor shall pay water and electricity charges according to the meter readings as per bills of the concerned authorities.
6. That the lease is effective from _____2023 for a period of 11 months.
7. That the lease shall automatically be terminated on the date the employee is relieved from the Company.
8. The rental charges will be payable to _____ ___and_____ in the ratio of _____

IN WITNESS WHEREOF, the parties have set and subscribed their hand in presence of the witnesses mentioned herein below.

For RITES Limited

(_____) (----------)

LESSOR Dy. General Manager (HR)/ WELFARE

LESSEE

Address:

PLACE :

DATED :

WITNESSES: 1. _____ 2. _____

CHAPTER – X

Section - I: Performance Management System

Performance Management System

1.1 The company has introduced "Performance Management System" (PMS) through "Annual Performance Appraisal" as one of the vital aspects of Human Resource Development for the regular employees of the company to enable them to:

- Clearly understand their roles in the organization;
- Perform effectively in the role against well-defined objectives;
- Develop their skills, knowledge and capabilities for their own and the organization's advantage; and
- Seek and achieve growth in their career at RITES.

2.1 Different formats are maintained for different categories of employees depending upon the nature of duties they are required to perform.

In the case of officers of the level of JGM and above, the format prescribed by the Department of Public Enterprises is used. For others, the format has been prescribed in-house.

In the case of employees on deputation to RITES, the format prescribed by their parent organizations is followed.

For all regular employees up to the level of E-9 i.e., Executive Director, performance appraisal is done online through CPMS.

(RITES Circular No PERS/23/7/Policy/2023 dated 22.12.2023)

Annual Performance Appraisal

3.1 (**i**) **Process of Annual Performance Appraisal:**

a) Executives **of the level of JGM and above:**

- Based upon Vision, Mission and Company MOU for the relevant year, targets and achievements are fixed in consultation with the Functional Director concerned and the CMD. Based upon any change in the targets of the Company or change in role or duties and responsibilities, mid-year review is done to revise the targets and achievements.

- APARs are initiated by the officer reported upon within prescribed time-limits.

- Reporting/ Reviewing and Accepting Authority record their remarks in the APAR within prescribed time-limits. In-case MoU score/ratings are not available during this period, the rest of the columns are appraised leaving the column of

MoU score/rating blank.

- In case MoU score/ratings are available after recording of APAR have been done by Reporting/ Reviewing and Accepting Authority, the nodal officer enters the same in the APAR as soon as MoU score/ratings are made available.

- In case an APAR for a financial year is not recorded by 31st December of the year in the year in which the financial year ended, no remarks may be recorded thereafter, and the officer may be assessed on the basis of the overall record and self-assessment for the year, if he has submitted his self-appraisal in time.

b) Executives up to the level of DGM :

The following steps are involved in the process:

- Goal Setting: Based upon the Company Vision, Mission, goals and objectives of Sub Unit / Divisional MOU, the appraisee lays down his own objectives for the appraisal period in consultation with his reporting officer;

- Mid-Year Review: A review of the achievement of the objectives is done jointly by the appraiser and appraisee and to see if any change is required in the goals or objectives.

- Year-End Appraisal: The appraisee indicates his achievements against the set objectives and targets. The evaluation of the appraisee is done against the set goals and objectives as well with regard to certain critical attributes required for an effective performance of the job; value / ethics of the Company.

- The evaluation of performance and potential is reviewed by the reviewing authority and final acceptance is done by the specified authorities in Annexure A.

- An identification of the training and development needs of the appraisee is done by the appraisee and his appraiser.

c) Non-Executives:

For Non-Executive II & III, the appraisal format provides for a self-appraisal statement, while for employees belonging

to Non-Executive-I the APAR is initiated by the appraiser. An evaluation of their performance and attributes is done by the appraising / reviewing and accepting authority. The APAR is accepted by the Sub Unit Head.

d) Secretaries:

For Secretaries, the controlling officer can function as Reporting, Reviewing and Accepting authority subject to the levels mentioned in Annexure-A. In case controlling officer is of lower rank than the Accepting Authority, such APAR would be finalized by an Authority of the level of Accepting Authority or a higher authority.

In other cases where an APAR is initiated by the Reviewing Authority, the APAR shall be submitted to the Accepting Authority for review and acceptance.

(ii) The level of appraising authorities for APAR appraisal is placed at Annexure-A

Disclosure

4.1 In case of online processing of APARs, disclosure is done by system Administrator/PMS Cell only online after acceptance by the accepting authority. It is uploaded on RITES ESS portal which can be viewed by the employee.

To facilitate disclosure of APAR (including manual hard copy APARs wherever applicable), a system generated email is sent on the registered email ID of the employee concerned. The employee concerned may log in to their ESS account to view their approved APAR.

Once the APAR has been uploaded on the ESS portal, it would deem to have been disclosed.

Employees who have not got their email address updated are advised to do so by updating the details in the ESS Portal under 'Personal Information' in order to facilitate instant communication on e-PMS, as well on other employee related matters.

Timely Finalization of APARs

5.1 Timely finalization of APARs is one of the important factors for proper implementation of PMS. In case an officer fails to take the specified action, even after 15 days of the specified date, the APAR would automatically be forwarded to the next higher authority for further necessary action.

In case of failure on the part of reported officer to submit his self-appraisal by due date, the Reporting Officer will appraise the APAR of the officer to be reported upon ex-parte with necessary remarks in this regard. Similarly, if the Reporting/ Reviewing Authority fails to submit the APAR of the Officer to be reported upon within the stipulated period, the APAR will be forwarded to the Reviewing/

Accepting Authority, as the case may be after a lapse of 15 days

Failure of appraisal in such cases will be submitted to Director concerned /CMD for calling explanation of the officer concerned for his/her failure and in the absence of proper justification a recorded warning would be issued, a copy of which may be placed in the APAR folder of the defaulting officer.

Representation 6.1

The appraisee may make a representation online (if any) against the entries or final grading in the APAR, within 15 days from the date of disclosure giving specific factual observations contained in the report on the assessment of the appraisee, which the appraisee disagrees with. If no representation is received within the stipulated time, the APAR shall be treated as final. The representation shall be finalized by an authority higher than the accepting authority. In case, the accepting authority is CMD, the representation shall be finalized by CMD.

No representation against the APAR shall be allowed in case the concerned employee has failed to submit the self-appraisal within the stipulated time.

Guidelines for the Appraisal Process 7.1

The following guidelines help in filling up the appraisals:

i. The format containing the objective of laying down the targets by the appraisee for the next appraisal period, training and development needs and evaluation of results achieved during the appraisal period has to be filled by the appraisee himself/herself first before the appraiser records his/her comments.

ii. In laying down objectives for achievement during the appraisal period, there should be a free and frank discussion between the appraisee and appraiser and well defined and achievable targets should be arrived at within the capabilities of the appraisee.

iii. The objectives should be SMART (Specific, Measurable, Achievable, Realistic and Timely) and must relate to those of the organization qualitatives which could be laid down like improvement of inter-personal relationship, development of subordinates etc.

iv. Review of achievement of objectives should be openly discussed and its evaluation should be made taking into account the various facilitating and constraining circumstances involved in the performance of the job during the appraisal period.

v. All evaluations by the appraising/reporting officer should be based on his personal knowledge and information of the performance on the job by the employee during the period

and judicious assessment of the same.

vi. Evaluation should never be based on individual incidents of either effectiveness or ineffectiveness of the employee which are not typical.

vii. It should at all times be remembered that performance appraisal is a sacred act, which has great relevance and significance both for the employee appraised and the organization, and therefore deserves to be assigned all the efforts and time that the appraiser/reporting officer can devote within his/ her overall responsibility.

viii. Superannuating authorities can submit their own APAR and also appraise the APARs of their subordinates till one month (only) of the date of his/her superannuation.

8.1 **Period of Reporting**

Performance appraisal should be recorded annually for all regular employees of the company (including those serving on deputation) for each year ending on 31st March. The APAR can only be appraised by an authority who has been reported to for a minimum period of three months.

9.1 **Communication of Adverse Entries**

(i) All adverse entries made in the appraisal formats of the employee both in performance and other qualities and potential, as finally accepted by the accepting authority should be communicated to the employee concerned promptly.

Integrity Column in the APAR

(ii) Representation of the employee against such adverse comments will be considered by an authority higher to the accepting authority for taking a decision on the confirmation or deletion of the adverse comments for final decision.

10.1 While filling up the integrity column of the Appraisee, the instructions issued vide RITES Office Order No. PP/03/2017 dt. 05.01.2017 (Annexure-B) should be scrupulously followed. In case where integrity is considered to be doubtful, APAR may be generated manually and forwarded to PMS cell. APARs in such cases shall be disclosed by PMS section manually.

Note : The Performance Appraisal and payment of Performance Related Pay (PRP) is subject to changes in line with DPE Guidelines and instructions of the Remuneration Committee as issued from time to time.

****

Section - II: Scheme for Performance Related Pay

Title 1.1 The Scheme is called “Scheme for Performance Related Pay” (PRP).

Objectives 2.1 The objectives of the scheme are

Promoting motivation, morale and team spirit among the employees to achieve the goals of the organization.

To promote teams and recognising team working and efforts towards achieving objectives of the company, to promote inter-Sub Unit competition and linking their performance to pay.

Inculcating performance-oriented culture across the organization.

Encouraging high level performance by employees linking their performance to pay.

Motivating employees for maximizing MoU score of the organization and achieving the targets set in MoU.

Retaining talents within the organization.

Applicability 3.1 The scheme applies only to regular employees working in IDA pay scales (also to employees on deputation in IDA Pay scale) and does not apply to those working in CDA pay scales on regular or on deputation basis and those working on contract basis (on lump sum remuneration or working in IDA pay scales), re-engaged or re-employed as consultants / experts.

The scheme is based upon DPE guidelines circulated vide their OM No. W-02/ 0028/2017-DPE(WC)-GL-XIII/17, dated 3rd August, 2017. The scheme is applicable only to those CPSEs which sign MOU and have a Remuneration Committee (headed by an Independent Director) in place to decide on the payment of PRP within the prescribed limits and guidelines.

Factors for Performance Related Pay 4.1 (I) Allocable Profits

a. The overall profits for distribution of PRP shall be limited to 5% of the year’s profit accruing only from core business activities (without consideration of interest on idle cash/ bank balances), which will be exclusively for executives and for non-unionized supervisors of the CPSE.

The amount of PRP to non-executives shall be decided by the remuneration committee. The ratio of break-up of profit accruing from core business activities for payment of PRP between relevant year’s profit to Incremental profit shall be 65:35 to arrive at the Allocable profits and the Kitty factor.

PRP differentiator components:

(A) PRP payout is to be distributed based on the addition of following parts/ components:

Part-1 : CPSE's performance component

(a) Weightage = 50% of PRP payout
(b) Based on CPSE's MOU ratings:

MOU Rating	% eligibility of PRP
Excellent	100%
Very Good	75%
Good	50%
Fair	25%
Poor	Nil

Part-2: Team's performance component

(a) Weightage = 30% of PRP payout
(b) Based on Team rating (i.e., linked to Sub Unit/ Unit's productivity measures and operational/ physical performance):

Team rating	% eligibility of PRP
Excellent	100%
Very Good	80%
Good/Average	60%
Fair	40%
Poor	Nil

Part-3 : Individual performance component:

(a) Weightage = 20% of PRP payout
(b) Based on Individual performance rating (i.e. as per the CPSE's Performance Management System):

Individual Performance rating	% eligibility of PRP
Excellent	100%
Very Good	80%
Good/Average	60%
Fair	40%
Poor	Nil

(c) The forced rating of 10% as below par / Poor performer is not mandatory. The CPSEs are

empowered to decide on the ratings to be given to the executives; however, capping of giving Excellent rating to not more than 15% of the total executives in the grade (at below Board level) should be adhered to.

(I) Percentage ceiling of PRP (%age of BP):

(a) The grade-wise percentage ceiling for drawal of PRP within the allocable profits has been rationalized as under:

Grade	Ceiling (% of BP)
E0	40%
E1	40%
E2	40%
E3	40%
E4	50%
E5	50%
E6	60%
E7	70%
E8	80%
E9	90%
Director	125%
CMD	150%

Note: For Non-unionized supervisors, the PRP as percentage of BP will be decided by the respective Board of Directors of the CPSE.

General Conditions

5.1 The period of Training in India / abroad for not more than six weeks continuously, shall be counted for the purpose of PRP. In case, the training period is more than six weeks continuously, then employees shall be eligible for PRP on pro-rata basis.

5.2 Employees sponsored for full time courses more than six weeks, shall be eligible for PRP on pro-rata basis for the period of presence of duty.

5.3 The employee will be entitled to PRP on a pro-rata basis for actual period of attendance. The PRP shall not be paid for the period of leave without pay (LWP)/ Extra Ordinary Leave (EOL) / Maternity Leave / Sick Leave / Unauthorized absence. In case of superannuation / lien / death, PRP shall be paid on pro-rata basis. Besides, employees who have availed more than one month of leaves (excluding Casual Leave) during the financial year shall be paid PRP on pro-rata basis for the period.

5.4 The incentive for an executive whose APAR has not been received as yet, shall be paid after completion of his APAR. However, in case

non-finalisation of APAR is on account of non-submission/delayed submission of self-appraisal of the employee, no PRP will be paid.

5.5 Bell curve approach would be adopted for grading of Executives so that not more than 10 to 15% executives are “Outstanding / Excellent”. Bell Curve for the purpose of distribution of PRP at different levels of Executives is decided by a Committee of 3 Functional Directors to oversee implementation of bell curve and resolution of anomalies, if any.

5.6 The amount of PRP shall neither be termed as pay nor allowances, nor wages. Accordingly, this amount shall not count for any service benefits i.e., computation of House Rent Allowance, Compensatory Allowance, cash compensation, encashment of leave, pay fixation, Provident Fund, Pension or Gratuity, etc.

5.7 The amount paid on account of ex-gratia, non-Productivity Linked bonus in lieu of payment of Bonus Act (PLI), if any, shall be adjusted from PRP. In case, the amount of PRP is less than the amount paid on account of ex-gratia, non- Productivity Linked bonus, no recoveries shall be made.

5.8 Payment of PRP in resignation cases

The employees who have resigned from service other than on technical resignation; will not be paid PRP for the financial year in which they have resigned.

5.9 Restrictions on payment of PRP to certain categories of employees:

- Employees who were absconding from duty during the year shall not be eligible for PRP. Payment of PRP to those absconded during the year shall be withheld and release of the same would be considered on case-to-case basis provided they have been taken back on duty and their period of absence has been regularized.

- Employees whose services have been terminated as a penal measure shall not be eligible for PRP.

- For employees who are under D&AR/Vigilance case, where minor penalty has been imposed, PRP as admissible shall be paid. For cases where major penalty proceedings/ Vigilance case/judicial proceedings are pending/ contemplated, PRP shall be withheld till the finalisation of the case. After finalisation of major penalty, PRP shall be paid on the basic pay as decided after imposition of penalty, based upon revised pay/post/pay scale etc. In case of penalty of Compulsory Retirement/Removal/Dismissal is imposed upon an employee, his/her PRP (including the PRP which have been withheld) shall be forfeited.

- The payment of PRP to the executives who are suspended

pending enquiry shall be withheld till conclusion of enquiry. The period of suspension shall not be counted for the calculation of PRP unless exonerated after conclusion of disciplinary proceedings. PRP shall be payable for the suspension period subject to the condition that the period of suspension is treated as on duty.

- PRP would be withheld in case(s) where CBI has registered the criminal case against employee(s).

- In case of non-availability of APAR of an employee who has expired, the APAR rating shall for the purpose of PRP shall be taken as ”average of last 3 years”.

- Employees whose APAR is not due on account of having served for less than 3 months during the year shall be paid PRP taking their rating as ‘Good’. Employees who had worked on contract basis/stipend prior to their regularization and have rendered less than 3 months service on regular basis shall be paid PRP taking their rating as Good.

- Employees who have superannuated but have not submitted their APAR by due date will not be eligible for PRP.

- Where APARs have been initiated in two parts, the average of the two parts will be taken for the purpose of payment of PRP.

- Employees who do not submit their annual property return as on 1st January of the year till 31st January of the year, 50% of their PRP shall be forfeited, the balance 50% PRP in such cases shall be withheld till the IPR is submitted.

****

Annexure A

LEVEL OF THE APPRAISING AUTHORITIES FOR THE APAR

Table 1

SN	Cluster	Grade	Reporting Authority	Reviewing Authority	Accepting Authority
1	(NE-I to NE III)		Immediate Controlling Officer	Officer to whom Reporting Authority Reports to	Regional/ Sub Unit Head
2	E I	E-0 to E-3	Immediate Controlling Officer	Regional/Sub Unit Head	Vertical Head
3	E II	E-4 to E-5			
4	E III	E-6 to E-7	Immediate Controlling Officer/PU Head (For PU Heads, Regional Heads as Reporting Authority)	Vertical Head	Director
5	E-IV	E-8 (Other than Sub Unit Head)	Sub Unit/Regional/ Vertical Head (To whom officer is reporting)	Director	CMD
		Sub Unit Head	Vertical Head/Regional Head	Director	CMD
		Regional Head	Director	Director	CMD
		E-9	Director	Director	CMD

LEVEL OF THE APPRAISING AUTHORITIES FOR HR & Admin. and F&A PERSONNEL WHO ARE POSTED IN OTHER DIVISIONS

Table 2

PARTICULAR	AUTHORITY	PERSONNEL	FINANCE
Regional Project / Inspection Officer	Reporting	Immediate Controlling Officer	Immediate Controlling Officer
	Reviewing	Sub Unit Head/Regional Head/Vertical Head	Sub Unit Head/Regional Head/Vertical Head
	Accepting	Appropriate Authority of the Discipline as per Table 1	Appropriate Authority of the Finance as per Table 1
Corporate Office (Non Executives)	Reporting	Immediate Controlling Officer	Immediate Controlling Officer
	Reviewing	Sub Unit Head/Regional Head/Vertical Head	Division Finance Office/ GGM (F)
	Accepting	Appropriate Authority of the Discipline as per Table 1	Appropriate Authority of the Finance as per Table 1
Corporate Office (Executives upto JGM)	Reporting	Immediate Controlling Officer	Immediate Controlling Officer
	Reviewing	Regional/Sub Unit Head-HR	Division Finance Office/ GGM (F)
	Accepting	Appropriate Authority of the Discipline as per Table 1	Appropriate Authority of the Finance as per Table 1
Corporate Office (AGM & above)	Reporting	Regional/Sub Unit Head/Vertical Head of the Division where posted	Immediate Controlling Officer
	Reviewing	Appropriate Authority of the Discipline as per Table 1	Division Finance Office/ GGM (F)
	Accepting	Director Concerned	Appropriate Authority of Finance as per Table 1

(RITES circular No PERS/23/7/Policy/2023 dated 08.05.2023)

Annexure 8

राइट्स लिमिटेड
(भारत सरकार का प्रतिष्ठान)
RITES LIMITED
(Schedule 'A' Enterprise of Govt. of India)

RITES
THE INFRASTRUCTURE PEOPLE

No. PERS/PMS/2016/1/Procedure/ID
Dated: 05.01.2017

OFFICE ORDER NO. PP/03/2017

Subject: Instructions/Guidelines relating to filling up the Integrity Column of Annual Performance Appraisal Reports-regarding.

A copy of Department of Personnel &Training (DOPT)s OM No. 21011/27/2015-Estt.(A-II) dt. 11.02.2016 having detailed instructions/guidelines relating to filling up the integrity column in the APAR of employees is enclosed herewith for information and compliance.

All concerned officials are requested to scrupulously follow the instructions.

Since e-PMS has been introduced in the company from the year ending March 2016; the existing system is not supporting the procedure required to be followed in such cases .Hence, it is advised that in case where integrity is considered to be doubtful, APAR may be generated manually to avoid automatic disclosure to the employee concerned. APARs in such case shall be disclosed manually by PMS Section so that proper procedure is followed and no legal issue arises later.

5/1/17
(Noopur Aglawe)
AM/PMS (P)

Distribution:-
JGM (Secy)/DGM (Secy)/SS to CMD, DP, DF, DT, CVO
All Divisional Heads, SBU Heads, Co. Secy,Secy/CONCERT
GGM (IT) for uploading on Employee Portal

Annexure B-1

No.21011/27/2015-Estt. (A-II)
Government of India
Ministry of Personnel, P. G. and Pensions
Department of Personnel & Training

North Block, New Delhi-110001
Dated: 14 February, 2016

Office Memorandum

Subject: Instructions/Guidelines relating to filling up the Integrity Column of Annual Performance Assessment Reports-regarding.

The undersigned is directed to refer the existing instructions/ guidelines of this Department on filling up the column relating to integrity in ACRs (now APARs). It has been brought to the notice that many a time Reporting Officers do not make clear and categorical mention about the integrity of the officer reported upon. Further, it has also been seen that in case of doubt of integrity of the officer reported upon, the procedures prescribed for filling up the integrity column in APARs are not being followed appropriately.

2. Now, it has been decided to reiterate the followings instructions/guidelines contained in para 5.2 of this Department OM No. 51/5/72-Estt. (A) dated 20th May, 1972 on procedures prescribed for filling up the column relating to integrity in APARs:

(a) Supervisory officers should maintain a confidential diary in which instances which create suspicion about the integrity of a subordinate should be noted from time to time and action to verify the truth of such suspicions should be taken expeditiously by making confidential enquiries departmentally or by referring the matter to the Special Police Establishment. At the time of recording the annual confidential report, this diary should be consulted and the material in it utilised for filling the column about integrity. If the column is not filled on account of the unconfirmed nature of the suspicions, further action should be taken in accordance with the following sub-paragraphs.

(b) The column pertaining to integrity in the character roll should be left blank and a separate secret note about the doubts and suspicions regarding the officer's integrity should be recorded simultaneously and followed up.

(c) A copy of the secret note should be sent together with the character roll to the next superior officers who should ensure that the follow-up action is taken with due expedition.

Contd.

(d) If, as a result of the follow-up action, an officer is exonerated, his integrity should be certified and an entry made in the character roll. If suspicions regarding his integrity are confirmed, this fact can also be recorded and duly communicated to the officer concerned.

(e) There are occasions when a reporting officer cannot in fairness to himself and to the officer reported upon, either certify integrity or make an adverse entry, or even be in possession of any information which would enable him to make a secret report to the Head of the Deptt. Such instances can occur when an officer is serving in a remote station and the reporting officer has not had occasion to watch his work closely or when an officer has worked under the reporting officer only for a brief period or has been on long leave, etc. In all such cases, the reporting officer should make an entry in the integrity column to the effect that he has not watched the officer's work for sufficient time to be able to make any definite remark or that he has heard nothing against the officer's integrity as the case may be. This would be a factual statement to which there can be no objection. But it is necessary that a superior officer should make every effort to form a definite judgment about the integrity of those working under him, as early as possible, so that he may be able to make a positive statement.

(f) There may be cases in which after a secret report/note has been recorded expressing suspicion about an officer's integrity, the inquiries that follow do not disclose sufficient material to remove the suspicion or to confirm it. In such a case the officer's conduct should be watched for a further period, and, in the meantime, he should, as far as practicable, be kept away from positions in which there are opportunities for indulging in corrupt practices.

3. It is further conveyed that the remarks against the integrity column of APARs of the officer reported upon shall be made by the Reporting Officer in one of three options mentioned below:

(a) Beyond doubt.
(b) Since the integrity of the officer is doubtful, a secret note is attached.
(c) Not watched the officer's work for sufficient time to form a definite judgement but nothing adverse has been reported to me about the officer.

4. All Ministries/Departments are requested to bring it to the notice of all concerned for strict compliance.

11/2/16

(Devesh Chaturvedi)
Joint Secretary to the Govt. of India
Ph. 23094398

All Ministries/Departments of the Govt. India
(As per standard list)

Copy also forwarded to:

1. Secretary General/Registrar General, Supreme Court of India.
2. Secretary General of Lok Sabha Secretariat/Rajya Sabha Secretariat.
3. Secretaries in President's Secretariat/Vice-President's Secretariat/Prime Minister's Officer/ Cabinet Secretariat/ Central Vigilance Commission/UPSC/NITI Aayog.
4. Comptroller and Auditor General of India, New Delhi.
5. Controller General of Accounts/Controller of Accounts, Ministry of Finance.
6. Governors of all States/Lt. Governors of all Union Territories.
7. PS to Hon'ble MoS (PP), North Block, New Delhi.
8. Secretary, National Council of JCM (Staff Side), Feroz Shah Road, New Delhi.
9. All members of Staff Side of National Council of JCM/Departmental Council.
10. All Officers/Sections of Department of Personnel and Training/Department of Administrative Reforms and Public Grievances/Department of Pensions and Pensioners Welfare/PESB.
11. Director, NIC, DoP&T for uploading on the website of this Department under **OM & Orders-Establishment-ACR**.
12. 10 Spare copies.

11/3/16

(Divesh Chaturvedi)
Joint Secretary to the Govt. of India

CHAPTER – XI

RITES CONTRIBUTORY PROVIDENT FUND RULES

SECTION – I

1.1 I. These Rules may be called THE RITES CONTRIBUTORY PROVIDENT FUND RULES, 1977. **Short Title and Commencement**

II. These rules shall be deemed to have come into force on and from 1st of July, 1974.

III. The Trust and Rules are irrevocable.

IV. The object of the Fund is to provide adequate security to the employees in old age and infirmity and Pension benefit to them and/or their family on their retirement from service or death under the ACT.

2.1 In these Rules, unless the context otherwise requires **Definitions**

a) "Act" means, Employee's Provident Fund and Misc. Provisions Act, 1952.

b) "Apprentice" means, a person who is declared to be apprentice by the Authority specified in this behalf by the appropriate Government;

c) "Annual accretion" in relation to the balance to the credit of a member means the increase to such balance in any year, arising from contribution and interest;

d) "Accumulated balance" due to a member means the balance to his credit, or such portion thereof as may be claimable by him under the Rules of the Fund, on the day he ceases to be an employee;

e) "Authorised officer" means the Central Provident Fund Commissioner, Additional Central Provident Fund Commissioner, Dy. Provident Fund Commissioner, Regional Provident Fund Commissioner or such other officer as may be authorised by the Central Government by notification in the official gazette;

f) "Basic wages" means all emoluments which are earned by an employee while on duty or (on leave or on holidays with wages in either case) in accordance with the terms of the contract of employment and which are paid or payable in cash to him, but does not include

i). The cash value of any food concessions;

ii). Any dearness allowance (that is to say, all cash

payments by whatever name called paid to an employee on account of a rise in the cost of living), house rent allowance, bonus, commission or any other similar allowance payable to the employee in respect of his employment or of work done in such employment.

iii). Any present made by the employer;

g) "Balance" means the total amount to the credit of individual account of a member in the Fund at any time;

h) "Board" means the Board of Trustees constituted for administering the Fund under these Rules;

i) "Chairman " means the Chairman of the Board of Trustees;

j) "Commissioner" means a Commissioner for Employees Provident Funds appointed under Section 5D of the Employees Provident Funds &Misc. Provisions Act 1952 and includes a Dy. Provident Fund Commissioner and Regional Provident Fund Commissioner.

k) "Company " means the Rites Ltd.

l) "Continuous service" means uninterrupted service and includes service which is interrupted by sickness, accident, authorised leave, strike which is not illegal or cessation of work not due to the employee's fault;

m) "Contribution" means a contribution payable in respect of a member of the fund;

n) "Children" means legitimate children and includes adopted children if the chairman of the trust is satisfied that under the personal law of the employee, adoption of such a child is legally recognized

o) "Deputationist" means person who is on deputation with the company from the central Government, any State Government or any Public Sector Undertaking who is governed by the Provident Fund Rules or Scheme of his parent organization during the period of deputation;

p) "Employee" means any person who is employed for wages in any kind of work, manual or otherwise, in or in connection with the work of the company, and who gets his wages directly or indirectly from the company, and includes any person

i. employed by or through a Contractor or in connection with the work of the Company;

ii. engaged as an apprentice, not being an apprentice engaged under the Apprentices Act, 1961 or under the standing orders of the Company;

q) "Employer" means Rites Ltd.; & its Chairman and Managing Director for the time being in position;

r) "Employers contribution" means and includes contribution made by the Company to the member's Provident Fund Account;

s) "Employees Pension Scheme" means the Employees Pension Scheme 1995 framed under Section 6A of the Employees Provident Funds & Misc. Provisions Act, 1952 as amended as 'Employees Provident Fund Scheme -2003.'

t) "Family" means;

(i) in the case of a male member, his wife, his children, whether married or unmarried, his dependent parents, and the widow and children of his deceased son. Provided that if a member proves that his wife has been judicially separated from him and has ceased under the personal law governing him or the customary law of the community to which the spouses belong, to be entitled to maintenance, she shall no longer be deemed to be a part of the member's family for the purpose of these Rules, unless the member subsequently intimates by express notice in writing to the Board of Trustees that she shall continue to be so regarded; and

(ii) In the case of the female member, her husband and her children, whether married or unmarried, her dependent parents, her husband's dependent parents and her deceased son's widow and children.

Provided that if a member, by notice in writing to the Board to Trustees expresses her desire to exclude her husband and his dependent parents from the family, her husband and his dependents shall no longer be deemed to be a part of the members family for the purpose of these rules, unless the member subsequently cancels in writing any such notice.

In either of the above two cases, if the child of a member or as the case may be the child of a deceased son of the member has been adopted by another person and if, under the personal law of the adopter, adoption is legally recognized, such a child shall be considered as excluded from the family of the member.

u) "Financial Year" means the year commencing on the First day of April and ending with 31st day of March;

v) "Fund" means the RITES Contributory Provident Fund established under these Rules;

w) "Government Security" shall have the meaning assigned to it in Public Debts Act 1944 (18 of 1944)

x) "Inspector" means a person appointed as such under Section 13 of the Employees' Provident Funds & Misc. Provisions Act 1952;

y) "Member" means a member of the Fund;

z) "Rules" means the rules for the time being in force relating to the Fund;

aa) "Secretary" means Secretary to the Board of Trustees;

ab) "Scheme" means the Employees Provident Fund scheme framed under Section 5 of the Act.

ac) "Trust" means Trust under which the Fund is established and a Trustee means a member of the Board of Trustees;

Any other expression, which is applied under these Rules, but not defined herein but defined either in the Act or the Scheme framed there under shall have the same meaning as is give to it therein.

Establishment of the Fund 3.1 The fund shall be deemed to have been established on and from the 1st July, 1977, pursuant to a resolution of the Directors of the company passed at a meeting of the Board of Directors held on 23rd June, 1977 in exercise of the authority conferred on the Directors by Articles 51 (17) of the Articles of Association of the Company.

Interpretation and Amendments of Rules 4.1

1. The fund shall be governed by these Rules as amended from time to time. If any matter arises for interpretation of these Rules, then shall be referred to the Board whose decision shall be final.

Provided that any dispute between the Board and the Members regarding the interpretation of these Rules, shall be referred to the Regional Provident Fund Commissioner for his decision, which shall be final and binding upon both the parties.

2. The Board of Directors may after consulting the Board of Trustees and subject to the approval of the Regional Fund

Commissioner repeal, add to, vary or alter these Rules and frame such other Rules as may be considered necessary. Provided that no such repeal, addition variation or alteration shall have retrospective affect.

3. In respect of matters, in regard to which these Rules are silent, the provisions of the Employee's Provident Fund Scheme, 1952, shall prevail Further, if any, of the these Rules is not beneficial and or in conflict with the provisions of the Employee's Provident Fund Scheme, 1952 , the later shall prevail. The question whether a particular Rule is beneficial or not shall be decided by the Regional Provident Fund Commissioner whose decision will be final.

Membership

4. Every employee employed in or in connection with the work of the Company shall be entitled and required to become a member of the Fund from the date of appointment in the organization.

5. Every employee who is a member of a private Provident Fund maintained in respect of an exempted factory of other establishment to which Act applies and continued as a member of the Fund, shall on joining the Company, become a member of the Fund forthwith

Declaration

6. The company shall before taking any person into employment, ask him to state in writing, whether or not he is a member of any Provident Fund and if he is, ask for the Account No. and/or the name and particulars of last employer. If he is unable to furnish the Account No, it shall require such person to furnish and any such person, shall, on demand, furnish the particulars regarding himself and his nominee required for the Declaration Form. The Company shall enter the particulars in the Declaration Form and obtain the signature or thumb impression of the person concerned.

Transfer of Accounts

7. Where an employee employed in an Establishment, to which the P.F Act applies leaves his employment and obtains re-employment in another Establishment to which Act does not apply or vice versa, the amount of accumulations to the credit of such employee shall be transferred to the credit of his account of the Establishment in which he is re-employed, if the employee so desires. Transfer of funds will be accepted only from the previous establishments of the employee.

Retention of Membership

8. A member of the Fund shall continue to be a member until he withdraws under Rule 12 the amount standing to his credit in the Fund.

Explanation

9. In case of claim for refund by a member under Rule 12, the

membership of the Fund shall be deemed to have been terminated from the date the payment is authorised to him by the Authority irrespective of the date of claim.

Resolution of Doubts 5.1 If any question arises whether an employee is entitled or required to become or continue as a member, or as regards the date from which he is so entitled or required to become a member, the decision thereon of the Regional Provident Fund Commissioner, Delhi shall be final; Provided that both the employer and the employee have been heard.

Rate of Contribution 6.1

1) The contributions payable by the Employee to the Fund shall be at the rate prescribed from time to time i.e. 12% (w.e.f. 01.06.89) of the basic wages and dearness allowance (including the cash value of any food concessions) and retaining allowance if any payable to each employee who is eligible for membership of the fund.

2) The contribution payable by the Employer shall be equal to the contribution payable by the employee.

3) The contribution shall be calculated on the basis of basic wages, dearness allowance (including the cash value of any food concession & retaining allowance if any) actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis.

4) Each contribution shall be calculated to the nearest rupee, 50 paise and above to be counted as the next higher rupee and fraction of rupee less than 50 paise to be ignored.

Payment of Contribution 6.2

1) It shall be the responsibility of the principal employer to pay both, the contribution payable by himself and also on behalf of a member employed by him directly or by through a contractor and also inspection charges on the same.

2) The amount of contribution and any charges for meeting the cost of administering the funds payable by Company in respect of any member employed by or through contractor may be recovered by Company from the contractor, either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.

3) Contractor from whom the amount mentioned in sub section (2) is recovered may recover the employee's contribution from such employee by deduction from the basic wages, dearness allowance (including the cash value of the food concession) and retaining allowance if any payable to such employee.

Recovery of Members Share/ 6.3

1) The amount of a Member's contribution paid by the Company or by a contractor shall, notwithstanding the

provisions in these Rules, or any law for the time being in force or any Contract to the contrary, be recoverable by means of deduction from wages of the member and not otherwise. **Contribution**

Provided that no such deduction may be made from any wages other than that which is paid in respect of the period or part of the period in respect of which the contribution is payable. Provided further that the company or a contractor shall be entitled to recover the employee's share from wages other than that which is paid in respect of the period for which the contribution has been paid or is payable where the employee has in writing given a false declaration at the time of joining service with the Company or a contractor regarding his last establishments. Provided further that where no such deduction has been made on account of an accidental mistake or a clerical error, such deduction may be made from the subsequent wages.

2) Deduction made from the wages of a member paid on daily, weekly or fortnightly basis should be totalled up to indicate the monthly deductions.

3) Any such deducted by the Company or contractor from the wages of an employee under these rules shall be deemed to have been entrusted to him for the purpose of payment the contribution in respect of which it was deducted.

6.4 NOTWITHSTANDING any contract to the contrary, the Company or a contractor shall not be entitled to deduct the Company's contribution from the wages of a member or otherwise to recover it from him. **Company's Share not be Deducted from Members**

6.5 The contribution of the members collected by the Company shall be paid by the Company along with the Company's contribution to the Trust within 15 days of the close of each month. **Payment of Contribution by Company**

Provided that if a member quits service or dies, the Company's contribution for the period between the preceding month and the date of quitting the service or death as the case may be shall be paid to the Trustees within 15 days of (the event) drawl of last salary.

If the Company fails to pay the contribution within the time limits as aforesaid to the Trustees, it shall be liable to pay simple interest as well as may be prescribed by the Regional Provident Fund Commissioner from time to time in the same manner in which the un -exempted establishments are liable to pay under similar circumstances.
Contribution to Pension Fund

Contribution to Pension Fund	6.6	1)	The Provisions of Employees Pension Scheme, 1995 will be applicable to the company and the company will deposit the pension contribution and submit such returns to Regional Provident Fund Commissioner, Delhi as required under the Scheme. From and out of contribution payable by the employer in each month a part of contribution representing 8.33 percent of employees pay (subject to maximum of pay of Rs.15,000.00) shall be remitted by the employer to the Employees' Pension Fund within 15 days of the close of every month by a separate cheque or demand draft on account of the Employees' Pension Fund contribution in such manner as specified in this behalf by the Commissioner. The cost of the remittance, if any, shall be borne by the employer.
		2)	The contributions payable under sub para (1) shall be calculated on the basis of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance, if any actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis, and the contributions payable under sub para (2) shall be calculated on the basic wages, dearness allowance (including the cash value or any food concession) and retaining allowance, if any drawn during a whole month immediately preceding the period of service without wages, whether paid on daily, weekly, fortnightly or monthly basis.

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SECTION – II

7.1 **Management of the Fund**

1) The custody, control and management of the Fund shall be vested in a Board of Trustees, constituted by the Company.

2) The Board of Trustees shall consist of maximum of 12 (Twelve) and minimum of 4 (Four) number of Trustees, of whom equal number of representatives of the Company to be nominated by it from amongst officers employed in managerial or administrative capacity in the Company including one from the Finance & Accounts Division, who shall act as the Secretary to the Board and equal number of representatives of the employees of the Company. The rules for constitution of the Board of Trustees shall be as contained in Rule 8 of these Rules.

3) The Board of Trustees shall have power to employ any person (including one or more of their members) to do any secretarial, legal, accountancy or other work, which they may consider necessary or expedient in connection with the management of the Fund.

4) Any two trustees (one nominated and one elected) shall act jointly, on behalf of the Board of Trustees and operate on the accounts of the Fund with Banks and discharge, receive or otherwise dispose of, as may be necessary, Government promissory Notes, Securities, interest warrants, etc. relating to the Fund, and shall on behalf of the Board, reassign to members in accordance with the Rules provided hereinafter, Life Insurance policies which the members might have assigned to the Board as Security for payment or withdrawals from the Fund. Similarly, all correspondence in relation to the amendment of the Fund, receipts for the money received by Trust including purchase, Sale, Transfer endows, draws interest negotiation or deal with the Central Government and other securities or any documents to be executed on behalf of Fund shall be done by any two trustees authorised by Board, one of them being the employee's trustee.

5) All moneys contributed to the Fund, that is to say, the contribution by the members and by the Company as provided for hereinbefore, and accruing to the Fund by way of interest or otherwise shall be deposited in the saving bank account in Reserve Bank of India, State Bank of India or in such other scheduled banks as may be approved by Central Government from time to time in the name of the Fund or shall be invested within 2 weeks of the receipt from the Company subject to such directions as the Central Government may give from time to time in the securities as per the pattern of investment as may be prescribed by Central Government from time to time retaining only the

bear minimum amount required for grant of advances and settlement of provident fund accounts of outgoing members.

6) Conversion or re-conversion of securities shall be made only as per the directions of Regional Provident Fund Commissioner and in the name of the Fund

7) The securities shall be obtained in name of the Board and shall be kept in dematerialized (Demat) form with depository.

8) Failure to make investments as per directions of Government shall make the Board separately or jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner.

9) The Board shall maintain script wise registers of the securities and ensure timely realization of interest and redemption of proceeds.

10) All expenses of administering the Fund including the maintenance of Accounts submission of accounts and returns, transfer of accumulations, inspection charges, bank charges including the Trustee's remuneration and all expenses incurred by the Trustees in the discharge of their duties shall be reimbursed and paid by the Company. The Company shall also make good any other loss that may be caused to the PF due to theft, burglary, defaultation, misappropriation or any other reason.

11) The Board of Trustees may from time to time withdraw from the Fund such sum or sums as may be required for the purpose of the Funds and raise any money so required by sale, of the investments held by them or of a sufficient part thereof with prior written approval of Regional Provident Fund Commissioner.

Board of Trustees 8.1 1. Constitution of the Board of Trustees

There shall be a Board of Trustees (hereinafter referred to as the Board) constituted in the manner provided as under:

Number of Members A. The Board shall consist of an equal number of representatives of the company and the employees. The number of trustees on the Board shall be so fixed as to afford, as far as possible, representation to employees in various branches/departments of the Company. Provided that the number of trustees on the Board shall be neither less than four nor more than twelve.

Company's B. The company shall nominate its representatives from

amongst the offers employed in managerial or administrative capacity in the company. **Representatives**

C. The representatives of the employees shall be elected by the members of the Fund in an election to be held for the purpose of any working day. An outgoing trustee shall be eligible for re-election or re-nomination, as the case may be. **Employees Representative**

D. **Procedure for Election**

i) Notice for election

The employer shall fix a date for receiving the nominations from candidates for election as Employee's representatives. He shall also fix a date for the withdrawal of nominations and the date of election which shall not be earlier than three days or later than ten days after the closing date for withdrawal of nominations. The date so fixed shall be notified to the members at least seven days in advance. The notice shall also specify the number of seats to be filled by the employee's representatives. A copy of such notice shall be sent to the recognized Trade Unions in the Company and to the Regional Provident Fund Commissioner. The election notices and procedure shall be published/conducted in Regional languages besides English.

ii) Nomination of Candidates.

Nomination shall be made in Form A annexed to these rules. Each nomination paper shall be signed by the candidate to whom it relates and attested by at least two members of the Fund, other than the proposer and shall be delivered to the Employer before or on the closing date fixed by receiving the nominations.

iii) Scrutiny of nomination papers

The employer shall scrutinize the nomination papers on the date following the last date fixed for withdrawing the nomination papers. The candidate or his nominee, the proposer or the attesting members may be present if they so desire. The invalid nomination papers shall be rejected

(iv) Voting in election

1. If the number of candidates whose nomination has been found valid, is equal to the number of seats, the candidates shall forthwith be declared duly elected.

2. If the number of candidates is more than the number of seats, voting shall take place on the date fixed for election.

3. The election shall be conducted by the employer in the presence of an officer deputed by the Regional Provident Fund Commissioner.

4. Each member of the Fund shall have as many votes as there are seats to be filled in. Provided that each such member shall be entitled to cast only one vote in favour of any one candidate.

5. The voting shall be by secret ballot.

Filling up of Casual Vacancies

E. In the event of a trustee, elected or nominated, ceases to be a trustee during the tenure of the Board, his successor shall be elected or nominated, as the case may be in the prescribed manner. Provided that the Trustee(s) so elected, shall hold office only for the unexpired term of the Board of Trustees.

Term of the Office of Trustees

F. I. Board of Trustees once notified as constituted shall have a term of office of at least five years before it vacates office provided that a Board shall continue in office till the next Board takes over.

II. The term of the trustees representing employees shall also be 5 years from the date on which their appointment is notified.

III. Provided that any such trustee shall notwithstanding the expiry of the said period continue to hold office till appointment of his successor is notified.

IV. The Trustee appointed to fill up a casual vacancy shall hold office for the unexpired period of the term of office of trustee in whose place he is appointed and shall continue to hold office on the expiry of the term of office until the appointment of his successor is notified.

V. An out-going trustee shall be eligible for re-appointment.

Meeting of the Board

2. I. The Board of Trustees shall meet at such place and time as may be decided by the Chairman.

II. The Board of Trustees shall meet at least once in every three months.

III. The Chairman may, whenever, he feels reasonable, within fifteen days of the receipt

of a requisition in writing from not less than two members of the Board, call a meeting of the Board.

Notice of Meeting & List of Business

3. Notice of not less than 15 days, indicating the date, time and place of meeting together with a list of business to be conducted at the meeting, shall be sent to each trustee. Provided that when the Chairman calls a meeting for considering any matter which in his opinion is urgent, a notice giving such reasonable time as he may consider necessary shall be deemed sufficient.

Chairman to Preside at Meetings

4. The company shall nominate one of its representatives on the Board to be the Chairman thereof. The Chairman shall preside at every meeting of the Board at which he is present. If the Chairman is absent at any time, the trustees present shall elect one of themselves to preside over the meeting, and the trustee so elected shall exercise all the powers of the Chairman at the meeting, in the event of equality of votes, the Chairman shall exercise a casting vote.

Quorum

5. 1. At any meeting of the Board, presence of four trustees may be treated as quorum provided however one trustee is from the employees' side. Any decision taken at a meeting of the Trustees in which quorum is satisfied will be deemed to be the decision of the Board and will be final and binding.

2. If at any meeting the number of trustees present is less than the required quorum, the chairman shall adjourn the meeting to a date not later than, seven days from the date of the original meeting informing the Trustees of the date, time and place of the adjourned meeting and it shall thereupon be lawful to dispose the business at such adjourned meeting irrespective of the number of Trustees present.

Disposal of Business

6. Each issue considered at a meeting of the Board shall be decided by a majority of votes of the trustees present and voting. In the event of an equality of votes, the chairman shall have a casting vote.

Any such matter shall be decided in accordance with the opinion of the majority of trustees allowed and if the opinion is equally divided, the opinion of chairman shall prevail.

Provided further that any trustees may request that the matter referred to the trustees for written opinion be considered at a meeting of the Board and

thereupon the chairman, may and if the request is made by not less than two trustees, shall direct that it be so considered.

Minutes of the Meeting

7. The secretary of the Board of Trustees shall maintain record of the minutes of the meetings of the Board. The record of the minutes of each meeting shall be signed by the Chairman after confirmation, with such modification, if any, as may be considered necessary at the next meeting. The minutes of meeting shall be circulated within 3 days of the meeting. The Secretary shall take necessary steps for carrying out the decisions of the Board.

Act of the Board

8. No act or proceeding of the Board shall be deemed to be invalid by reason merely of any vacancy in or any defect in the constitution of the Board.

Indemnification

9. In the discharge of their duties in the administration of the Fund, the Trustees shall be indemnified by the Company against all proceedings costs, damages, charges, expenses, claims, demands, losses and liability caused otherwise than through their or his own negligence or fraud

Resignation

10. A trustee may resign by a latter in writing addressed to the Chairman and his post shall fall vacant from the date on which resignation is accepted.

Cessation and Restoration of Trusteeship

11. A trustee shall cease to be a member of the Board :

I. If he fails to attend 3 consecutive meetings of the Board without obtaining leave of the absence from the Chairman unless it is satisfied that there were reasonable grounds for the absence;

II. If he ceases to be employee of the Company;

III. Or ceases to be member of PF of Company;

IV. If he is nominee or representative of the recognised Union and Union ceases to be a representative or recognised union;

V. Incur any of the disqualification mentioned in Rule 12, as follows:-

Disqualification from Trusteeship

12. 1. A person shall be disqualified for being nominated as or for being a trustee:

I. If he is declared to be of unsound mind by competent court; or

II. If he is an un-discharged insolvent; or

III. If before or after the commencement of these rules he has been convinced of an offense involving moral turpitude; or

IV. If he as an employer in relation to an exempted establishment or an establishment to which the scheme applies has defaulted in the Payment of any dues to the Board of the Statutory Fund recoverable from him under the Provident Fund Act or the Scheme or under these Rules.

2. If any question arises whether any person is disqualified under Sub para (1) it shall be referred to the Central Government and the decision of the Government on any such question shall be final

13. The Chairman may remove any trustee of the Board: **Removal from Trusteeship**

I. If in his opinion such trustee has ceased to represent the interest which he purports to represent on the Board; or

II. If he as an employer, has defaulted in the payment of any dues to the Fund recoverable from him under the PF Act or the Scheme.

Provided that no such trustee shall be removed unless a reasonable opportunity is given to such trustee and the body whom he represents, of making any representation against the proposed action.

14. 1. Before a non-official trustee leaves India **Absence from India**

a) he shall intimate to the Chairman, of the dates of his departure from and expected return to India, or

b) If he intends to absent himself for a period longer than 6 months, shall tender his resignation.

2. If any trustee leaves India for a period of 6 months or more without intimation to the Chairman he shall be deemed to have resigned from the Board of Trustees.

15. (1) If a trustee is unable to attend any meeting of the Board, he may, by a written instrument signed by him, addressed to Chairman of Board, and explaining the reasons for his inability to attend the meeting, appoint any representatives as his substitute for attending that meeting of the Board in his place. provide that no such appointment shall be valid unless: **Nomination of Substitute during the Absence of a Trustee**

I. Such appointment has been approved by the Chairman of the Board; and

II. the instrument making such appointment has been received by the Chairman before the date fixed for the meeting.

(2) A substitute validly appointed under Sub-para (1) shall have the rights and powers of a trustee in relation to the meeting of Board in respect of which he is appointed and shall receive allowances and be under obligations as if he was a trustee appointed under the rules.

(3) A trustee appointing a substitute for attending any meeting of the Board, shall, notwithstanding anything contained in this para, continue to be liable for the misappropriation or misapplication of the Fund by the substitute and shall also be liable for any act of misfeasance or nofeasance committed in relation to the Fund by the substitute appointment by him

Guidelines for the Functioning of Board of Trustees

16. The trustees shall strictly follow guidelines prescribed by Government of India for functioning of Board of Trustees:

(1) The trustees when elected should ensure that there is a proper trust deed registered.

(2) The Board of Trustees shall meet at least once in every three months.

(3) No business shall be transacted at a meeting of the Board of trustees unless at least four trustees of the Board are present, of whom at least one should be from employer's side and one from the employee's side.

(4) The trustees should ensure that the rules of exempted Provident Fund must require approval of all loans by at least two trustees and in case of a large organization with major plants/offices in different locations, the trustees may be allowed to delegate approval of loans to two managers, one of whom may be a personnel/ labour officer (and in his absence an Accounts Officer). Such delegations should be by name of the manager/officer and not to be specified positions and the trustees must satisfy that the authorised manager/ officer is well informed and kept advised about applicable regulations.

(5) Similarly settlement of accounts (including transfer of accumulation to another provident fund) should require authorization of at least two trustees. All

settlement should be specifically checked by the auditors of the fund.

(6) The Board of Trustees, wherever the amount of Provident fund has not been transferred by the employers to the Board of Trustees shall pass a resolution to the effect and forward it to the employer and the Regional Provident Fund Commissioner.

(7) The trustees should examine if the amount shown as transferred in the return has in effect been transferred and credited to the Bank account of the fund. Specific mention of this scrutiny and the findings should be recorded in the minutes of the meeting.

(8) The trustees should also ensure whether the amount shown as invested in the last monthly return has in effect been invested and record a certificate to that effect in the minutes.

(9) Once in every year the securities should be scrutinised by the trustees and their findings recorded in the minutes of the meeting.

(10) The report of the Provident Fund Inspector and the correspondence relating to the trust funds between the employer and Regional Provident Fund Commissioner should be placed before the meeting of Trustees and their views recorded in the minutes.

(11) Within six months of the close of financial year the employer should place the Audited Balance Sheet of the trust before the trustees.

(12) The Balance Sheet, after their approval by trustees, should be forwarded to the concerned Regional Provident Fund Commissioner, recognized Union/ Association of Employees.

(13) All complaints received from the subscribers should be examined by the Board of Trustees.

(14) The Board of Trustees shall fix a grievance day once in a month

(15) The Board of Trustees shall have a separate Notice Board of their own and display important decisions, amendments, etc. on it. Wherever non-transfer/non-investment occurs the same should be displayed for the knowledge of the subscribers.

(16) The Board of Trustees shall periodically review the

issuance of Annual Statement of Accounts, Settlement of Claims , sanction of advances; etc.

(17) The Provident Fund money kept aside for obligatory payments towards settlement of claims and grant of advances to the members may be kept deposited in the Savings account operated in any Scheduled Bank in the name of the Fund, to be operated jointly by the trustees authorised by the Board, one of them being the employee's representative.

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SECTION – III

9.1 1) The Board of Trustees shall maintain the account in such a manner as the Board may, from time to time, decide. **Accounts and Audit**

2) INTEREST SUSPENSE A/C - All interest and other income realized and net profits or losses, if any, from the sale or investment not included therein, the transaction of the Administration account, shall be credited or debited as the case may be to an account called the Interest Suspense A/c . Brokerage and Commission on the purchase and sale of securities and other investments, shall be included in the purchase or sale price as the case may be and not separately charged to the Interest Suspense A/c.

3) At the end of the Financial Year, an Income and Expenditure Account together with a balance sheet of the assets and liabilities shall be laid before the Board at the meeting to be held within six months of the close of the Financial year. For the purpose of Balance Sheet, the Securities shall be valued at the cost price i.e. the price at which they were purchased.

4) The account of the PF maintained by Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the CPFC shall have the right to have the accounts re-audited by any other authorised Auditors and the expenses so incurred shall be borne by the Company.

10.1 1) The rate of interest to be credited to the Member's account in the Fund shall be determined by the Board of Trustees each year with reference to the net income on the investments of the Fund. **Interest**

2) Provided that the interest to be credited to the Member's account in any year shall not be less than the rate of interest declared by the Employees Provident Fund Organization. If for any reason, the Board are unable to pay interest at the rate declared by Central Government in respect of an exempted establishment, then the deficiency shall be made good by the Company.

(a) Interest calculated at the rates determined in terms of sub-rule (1) shall be credited on the monthly running balance on all the sums credited to the member's account after the last of the preceding year, interest from the first day of the month succeeding the month credit to the end of the year. The credit shall be afforded separately to the Company's contribution and to the Member's contribution.

b) In case of claim for refund, interest shall be payable upto the end of the month preceding the date on which the final payment is authorized irrespective of the date of receipt of the claim from the claimant concerned.

c) Provided that interest upto and for the current month shall be payable on the claims which are authorised on or after the 25th day of a particular month along with actual payment after the end of current month.

d) Provided further that the rate of interest to be allowed on claims for refund for the broken currency period shall be at the rate fixed for the financial year in which the refund is authorised.

e) The total amount of interest shall be rounded off to the nearest rupee.

3) The aggregate amount of interest credited to the accounts of the members shall be debited to Interest Suspense Account.

4) In determining the rate of interest the Board shall satisfy itself that there is no over drawal on the "Interest Suspense A/c" as a result of the debit thereto of the interest credited to the accounts of members.

Declaration and Nomination 11.1

1. Every new member will submit declaration in Form 11 for UAN allocation/ Linking of UAN with Aadhaar along with the copy of PAN & Aadhaar.
2. Each member shall make his declaration in Revised Form 2, a nomination conferring the right to receive the amount that may stand to his credit in the fund in the event of his death before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made.

3. An employee may be allowed by the trustees of the Provident Fund to make a nomination at his discretion conferring on one or more persons the right to receive the amount.

4. If an employee nominates more than one person under sub-rule (1), he shall, in his nomination, specify the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Provident Fund

5. If an employee has a family at the time of making nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination

made by an employee in favour of a person not belonging to his family shall be invalid.

6. If, at the time of making a nomination the employee has no family, the nomination may be in favour of any person or persons but if the employee subsequently acquires a family, such nomination shall forthwith be deemed to be invalid and the employee may be allowed to make a fresh nomination in favour of one or more persons belonging to his family.

Where the nomination is wholly or partly in favour of a minor, the member may, for the purpose of these rules, appoint a major person of his family as defined in clause (t) of rule 2, to be the guardian of the minor nominee in the event of the member predeceasing the nominee and the guardian so appointed.

Provided that where there is no major person in the family, the member may, at his discretion, appoint any other person to be a guardian of the minor nominee.

7. A nomination made under sub para (1) by an employee may, at any time, be modified by him by giving the fresh nomination in Form 2.

8. A nomination or its modification shall take effect to the extent that it is valid on the date on which it is received by the trustees.

12.1 Circumstances in which Payment of Accumulations in the Fund is Payable

Payment of Accumulation

(1) (a) A member may withdraw the full amount standing to his credit in the Fund immediately;

On retirement from service after attaining the age of 60 years, provided that a member, who has not attained the age of 60 years at the time of termination of his service, shall also be entitled to withdraw the full amount standing to his credit in the Fund.

(b) On retirement on account of permanent and total incapacity for work due to bodily or mental infirmity duly certified by a registered medical practitioner designated by the Company;

(c) Immediately before migration from India for permanent settlement abroad, or for taking employment abroad;

(d) On termination of service in the case of mass or individual retrenchment.

(e) On termination of service under a voluntary scheme of retirement framed by the Company and the employee under a mutual agreement specifying, inter-alia that notwithstanding the provisions contained in sub-clause (a) of clause (oo) of the section 2 of the Industrial Dispute Act, 1947, excluding voluntary retirement from the scope of definition of "RETRENCHMENT' such voluntary retirements shall, for the purpose be treated as retrenchments by mutual consent of the parties.

(f) In any of the following contingencies, provided the actual payment shall be made only after completing a continuous period not less than 2 months immediately preceding the date on which an employee makes the application for withdrawn.

I. Where company is closed but certain employees who are not retrenched are transferred by the employer to other Company not covered under the Act.

II. Where a member is transferred from this Company to other establishment not covered under the Act but is under the same employer.

III. Where an employee is discharged and is given retrenchment compensation under the Industrial Disputes Act 1947 (14 of 1947)

(1.A) For the purpose of clause (b) of sub-paragraph (1)

(i) Where an establishment has been closed, the certificate of any registered medical practitioner may be accepted;

(ii) Where there is no medical officer in the establishment, the employer shall designate a registered medical practitioner stationed in the vicinity of the establishment; or

(iii) Where the establishment is covered by the Employees State Insurance Scheme, medical certificate from a medical officer of the Employee's State Insurance Dispensary with which, or from the Insurance Medical Practitioner, with whom the employee is registered under that Scheme, shall be produced:

Provided that where by mutual agreement of employer and employees a Medical Board exists for any establishment or a group of establishments, a certificate issued by such Medical Board may

also be accepted for the purpose of this paragraph; Provided further that it shall be open to the Regional PF Commissioner to demand from the member a fresh certificate from a Civil Surgeon or any doctor acting on his behalf where the original certificate produced by him gives rise to suspicion regarding its genuineness;

Provided further the entire fee of the Civil Surgeon or any doctor acting in his behalf shall be paid from the Fund in case the findings of the Civil Surgeon or any doctor acting on his behalf agree with the original certificate and that where such findings do not agree, only half of the fee shall be paid from the Fund and the remaining half shall be debited to the member's account.

(iv) A member suffering from tuberculosis or leprosy or cancer, even if contracted after leaving the services of an establishment on grounds of illness but before payment has been authorised, shall be deemed to have been permanently and totally incapacitated for work

(2) In cases other than those specified in Sub-para (1), the employee shall be entitled to withdraw full employer's share of PF contribution standing to his credit in the fund on ceasing to be an employee of Company.

Provided that he has not been employed in any other Company to which the Act applied for a continuous period of not less that 2 months immediately preceding the date on which he makes the application for withdrawal and the requirement of 2 months waiting period shall not apply in cases of female members, resigning from the service of the Company for the purpose of getting married.

(3) Any employee who withdraws the amount due to him under Sub-para (2) shall on obtaining re-employment in a Company to which the Scheme applies, be required to qualify again for the membership of the Fund and on qualifying for membership shall be treated as a fresh member thereof.

13.1 On the death of a member whatever his length of service before the amount standing to his/her credit has become payable or where the amount has become payable but payment has not been made: **Accumulations of a Deceased Member**

(i) If a nomination made by the member in accordance with Rule 11 subsists, the amount standing to his credit in the Fund or that part thereof to which the

nomination relates shall become payable to his nominee or nominees in accordance with such nomination; or

(ii) If no nomination subsists or if the nomination relates only to a part of the amount standing to his/her credit in the Fund the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall become payable to the members of his family in equal shares;

Provided that no share shall be payable to:-

(a) Sons who have attained majority.

(b) Sons of the deceased son who have attained majority

(c) Married daughters whose husbands are alive

(d) Married daughters of a deceased son whose husbands are alive, if there is any member of the family other than those specified in Clauses (a), (b), (c) & (d).

Provided further that the widow or widows and the child or the other children of a deceased son, shall receive between them in equal parts only the share which that son would have received if he survived the member and had not attained the age of majority at the time of the member's death.

(iii) In any case to which the provisions of clauses (I) and (ii) do not apply, the whole amount shall be payable to the person legally entitled to it.

Explanation

For the purpose of this para a member's posthumous child if born alive, shall be treated in the same way as a surviving child born before the member's death.

Note: In the event of death of a member, a minimum of Rs.2,000/- will be paid to the nominee(s), even if the accumulations in the account of the member in the Fund are less than this amount.

Payments and Withdrawals from the Fund

14.1 Financing of Members' Life Insurance Policies

(1) Where a member desires that premium due on a policy of Life Insurance taken by him on his own life should be financed from his Provident Fund Account, he may apply in

such form and in such manner as may be prescribed by the Commissioner.

(2) On receipt of such application, the Commissioner, or, where so authorized by the Commissioner, any other officer subordinate to him may make payment on behalf of the member to the Life Insurance Corporation of India towards premium due on his policy:

Provided that no such payment shall be made unless the premium is payable yearly.

(3) Any payment made under sub-paragraph (2) shall be made out of and debited to the member's own contribution with interest thereon standing to his credit in the Fund.

(4) No payment shall be made under sub-paragraph (2) unless the member's own contribution in his Provident Fund Account with interest thereon is sufficient to pay the premium; and where the payment is to be made on the first premium, sufficient to pay the premium for two years.

(5) No payment shall be made towards a policy unless it is legally assignable by the member to the Central Board.

(6) The Commissioner shall before making payment in respect of existing policies, satisfy himself by reference to the Life Insurance Corporation that no prior assignment of the policy exists and the policy is free from all encumbrances.

(7) No education endowment policy or marriage endowment policy shall be financed from the Fund, if such policy is due for payment in whole or in part before the member attains the age of 55 years.

14.2 Conversion of policy into a paid up one and payment of late fee, etc

Where a policy of Life Insurance of a member is financed from his Provident Fund Account, the Commissioner may,

(a) convert the Insurance Policy into a paid up one when the credit in his Provident Fund on account of his share becomes inadequate for the payment of any premium;

(b) pay late fee and interest out of the member's own contribution in his Provident Fund Account, if any premium cannot be remitted to the Life Insurance Corporation in time because of delay in sending to the Commissioner the policy duly assigned to the Central Board or any other reasons for which the member or his employer may be responsible.

14.3 Assignment of policies to the Fund

(1) The policy shall, within six months of the first payment under paragraph 62, be assigned by endorsement thereon, to the Central Board and shall be delivered to the Commissioner.

(2) Notice of the assignment of the policy shall be given by the member to the Life Insurance Corporation and the acknowledgement of the said notice by the Corporation shall be sent to the Commissioner within three months of the date of assignment.

(3) The terms of the policy shall not be altered nor shall the policy be exchanged, for another policy without the prior consent of the Commissioner to whom the details of the alteration or of the new policy shall be furnished in such form as he may specify.

(4) If the policy is not assigned and delivered as required under sub-paragraph (1), or is assigned otherwise than to the Central Board or is charged or encumbered or lapses any amount paid from the Fund in respect of such policy shall, with interest thereon at the rate provided under paragraph 60, be repaid by the member forthwith to the Fund. In the event of default, the employer shall, on receipt of such directions as may be issued by the Commissioner in this behalf, deduct the amount in lump sum or in such instalments as the Commissioner may determine from the emoluments of the member and pay it to the Fund within such time and in such manner as may be specified by the Commissioner. The amount so repaid or recovered shall be credited to the member's account in the Fund.

14.4 Bonus on policy to be adjusted against payments made from the Fund

So long as the policy remains assigned to the Central Board, any bonus accruing on it may be drawn by the Central Board or where authorised by the Central Board by the Commissioner, and adjusted against the payments made on behalf of the member under paragraph 62.

14.5 Reassignment of policies

(1) Where the accumulations standing to the credit of the member are withdrawn under paragraph 69 or when the member repays to the Fund the amounts of premium paid by the Board with interest thereon at the rate provided in paragraph 60, the Central Board or where authorised by the Central Board, the Commissioner shall reassign by endorsement thereon the policy to the member together with a signed notice of reassignment addressed to the Life Insurance Corporation.

(2) If the member dies before the policy has been reassigned under subparagraph (1), the Central Board or where, authorised by the Central Board, the Commissioner shall reassign by the endorsement thereon, the policy to the nominee of the member if a valid nomination subsists, and if there be no such nominee, to such person as may be legally entitled to receive it together with a signed notice of reassignment addressed to the Life Insurance Corporation.

14.6 Recovery of amounts paid towards Insurance Policies

If a policy matures or otherwise falls due for payment during the currency of its assignment, the Central Board or, where so authorised by the Central Board, the Commissioner shall realise the amount assured together with bonus, if any, accrued thereon place to the credit of the member the amount so realised, or the whole of the amount paid from the Fund in respect of the policy with interest thereon, whichever is less, and refund the balance, if any, to the member.

14.7.1 Withdrawal from the Fund for the purchase of a dwelling house/flat or for the construction of a dwelling house including the acquisition of a suitable site for the purpose

(1) The Commissioner, or where so authorised by the Commissioner, any officer subordinate to him, may on an application from a member in such form as may be prescribed and subject to the conditions prescribed in this paragraph sanction from the amount standing to the credit of the member in the fund, a [withdrawal]—

(a) for purchasing a dwelling house/flat, including a flat in a building owned jointly with others (outright or on hire purchase basis), or for constructing dwelling house including the acquisition of a suitable site for the purpose from the Central Government, the State Government, a co-operative society, and institution, a trust, a local body or a Housing Finance Corporation (hereinafter referred to as the agency/agencies); or

(b) for purchasing a dwelling site for the purpose of construction of a dwelling house or a ready-built dwelling house/flat from any individual or

(bb) for purchasing dwelling house/flat on ownership basis from a promoter governed by the provisions of any Flats or Apartments Ownership Act or by any other analogous or similar law of the Central Government or the State Government as may be in force in

any State or area for the time being and who intends to construct or constructs dwelling house or block of flats and the member is required to pay to the said promoter in advance for financing the said construction of the house/ flat;

Provided that the member has entered into an agreement with the promoter as may be required under the Flats or Apartments Ownership Act or any other analogous or similar law of the Central Government or State Government which may be in force in any State or any area and the said agreement is registered under the Indian Registration Act, 1908; or

(c) for the construction of a dwelling house on a site owned by the member or the spouse of the member or jointly by the member and the spouse, or for completing/continuing the construction of a dwelling house already commenced by the member or the spouse, on such site, [or for purchase of a house/flat in the joint name of the member and the spouse under clauses (a) and (b) above].

Explanation I : In this paragraph, the expression, 'co-operative society' means a society registered or deemed to be registered under the Co-operative Societies Act, 1912 (2 of 1912), or under any other law for the time being in force in any State relating to co-operative societies.

(2) (a) For the purpose of purchase of a site for construction of house thereon, the amount of withdrawal shall not exceed the member's basic wages and dearness allowance for twenty-four months or the member's own share of contributions, together with the employer's share of contributions with interest thereon or the actual cost towards the acquisition of the dwelling site, whichever is the least.

(b) For the purpose of acquisition of a ready built house/ flat or for construction of a house/flat, the withdrawal shall not exceed the member's basic wages and dearness allowance for thirty-six months or the member's own share of contributions, together with the employer's share of contributions, with interest thereon, or the total cost of construction, whichever is the least.

(3) (a) No withdrawal under this paragraph shall be granted unless:

(i) the member has completed five years' membership of the Fund;

(ii) the member's own share of contributions, with interest thereon in the amount standing to his credit in the Fund is not less than one thousand rupees;

(iii) a declaration from the member that the dwelling site or the dwelling house/flat or the house under construction is free from encumbrances and the same is under title of the member and/or the spouse:

Provided that where a dwelling site or a dwelling house/flat is mortgaged to any of the agencies, referred to in clause (a) of subparagraph (1), solely for having obtained funds for the purchase of a dwelling house/flat or for the construction of a dwelling house including the requisition of a suitable site for the purpose, such a dwelling site or a dwelling house/flat, as the case may be, shall not be deemed to be an encumbered property:

Provided further that a land acquired on a perpetual lease or on lease for a period of not less than 30 years for constructing a dwelling house/ flat or a house/flat built on such a leased land, shall also not be deemed to be an encumbered property:

Provided also that where the site of the dwelling house/flat is held in the name of any agency, referred to in clause (a) of sub-paragraph (1) and the allottee is precluded from transferring or otherwise disposing of, the house/flat, without the prior approval of such agency, the mere fact that the allottee does not have absolute right of ownership of the house/flat and the site is held in the name of the agency, shall not be a bar to the giving of a withdrawal under clause (a) of sub-paragraph (1), if the other conditions mentioned in this paragraph are satisfied.

(b) No withdrawal shall be granted for purchasing a share in a joint property or for constructing a house on a site owned jointly except on a site owned jointly with the spouse.

(4) Subject to the limitation prescribed in sub-paragraph (2):

(a) where the withdrawal is for the purchase of a dwelling house/flat or a dwelling site from an agency referred to in clause (a) of sub-paragraph (1), the payment of withdrawal shall not be made to the member but shall be made direct to the agency in one or more instalments, as may be authorised by the member;

(b) where the withdrawal is for the construction of a dwelling house, it may be sanctioned in such number of instalments as the Commissioner or where so authorised by the Commissioner, any officer subordinate to him, thinks fit;

(c) where the withdrawal is for purchasing a dwelling house/flat on ownership basis from a promoter as referred to in clause (bb) of sub-paragraph (1), the payment or withdrawal shall be made to the member in one or more instalments as may be required to be paid by the said promoter and as authorised by the member.

Explanation: "Promoter" includes a person who constructs or causes to be constructed a block or building of flats or apartments for the purpose of selling some or all of them to other persons or to a Company, Co-operative Society or other association of persons and his assignees and where the person who builds and the person who sells are different persons, the term "promoter" includes both.

(5) Where a withdrawal is sanctioned for the construction of a dwelling house, the construction shall commence within six months of the withdrawal of the first instalment and shall be completed within twelve months of the withdrawal of the final instalment. Where the withdrawal is sanctioned for the purchase of a dwelling house/flat or for the acquisition of a dwelling site, the purchase or acquisition, as the case may be, shall be completed within six months of the withdrawal of the amount:

Provided that this provision shall not be applicable in case of purchase of a dwelling house/flat on hire-purchase basis and in cases where a dwelling site is to be acquired or houses are to be constructed by a co-operative society on behalf of its members with a view to their allotment to the members.

(6) Except in the cases specified in sub-paragraphs (7) [and (7A)], no further withdrawal shall be admissible to a member under this paragraph.

(7) An additional withdrawal upto [twelve months] basic wages and dearness allowance or the member's own share of contributions with interest thereon, in the amount standing to his credit in the Fund, whichever is less, may be granted in one instalment only, for additions, substantial alterations or improvements necessary to the dwelling house owned by the member or by the spouse or jointly by the member and the spouse:

Provided that the withdrawal shall be admissible only after a period of five years from the date of completion of the dwelling house.

(7A) A further withdrawal equivalent to the amount of difference between the amount of withdrawal admissible to a member under sub-paragraph (2) above as on the date of fresh application and the amount of withdrawal that was drawn by a member under this paragraph any time during 6 years preceding 3rd October, 1981, may be granted to such a member (i) who had availed of the earlier withdrawal for purchase of a dwelling site and has now proposed to construct a dwelling house on the land so purchased or (ii) who had availed of the earlier withdrawal for making initial payment towards the allotment/purchase of a house/flat from any agency as referred to in clause (a) of sub-paragraph (1) above and has now proposed to avail of an advance for completing the transaction to get the sole ownership of the house/flat so purchased or (iii) who had availed the earlier advance for construction of a house but could not complete the construction in the time due to lack of funds.

(7B) A further withdrawal up to twelve months basic wages and dearness allowance or member's own share of contribution with interest thereon in his account, whichever is the least, may be granted for addition, alteration, improvement or repair of the dwelling house owned by the member or by the spouse or jointly by the member and the spouse, after ten years of withdrawal, under sub-paragraph (7).

(8) (a) If the withdrawal granted under this paragraph exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the Fund in one lump sum within thirty days of the finalisation of the purchase, or the completion of the construction of, or necessary additions, alterations, or improvements to

a dwelling house, as the case may be. The amount so refunded shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's share of contributions in his account.

(b) In the event of the member not having been allotted a dwelling site/ dwelling house/flat, or in the event of the cancellation of an allotment made to the member and of the refund of the amount by the agency, referred to in clause (a) of sub-paragraph (1) or in the event of the member not being able to acquire the dwelling site or to purchase the dwelling house/flat from any individual or to construct the dwelling house, the member shall be liable to refund to the Fund in one lump sum and in such manner as may be specified by the Commissioner, or where so authorised by the Commissioner, any officer subordinate to him, the amount of withdrawal remitted under this paragraph to him or, as the case may be, to the agency referred to in clause (a) of sub-paragraph (1).

The amount so refunded shall be credited to the employer's share of contributions in the member's account in the Fund, to the extent of withdrawal granted out of the said share, and the balance, if any, shall be credited to the member's own share of contributions in his account.

(9) If the Commissioner, or where so authorised by the Commissioner, any officer subordinate to him is satisfied that the withdrawal granted under this paragraph has been utilised for a purpose other than that for which it was granted or that the member refused to accept an allotment or to acquire a dwelling site or that the conditions of withdrawal have not been fulfilled or that there is reasonable apprehension that they will not be fulfilled wholly or partly; or that the excess amount will not be refunded in terms of clause (a) of sub-paragraph (9) or that the amount remitted back to the member by any agency referred to in clause (a) of sub-paragraph (1), will not be refunded in terms of clause (b), of sub-paragraph (9), the Commissioner, or where so authorised by the Commissioner, any officer subordinate to him, shall forthwith take steps to recover the amount due with penal interest thereon at the rate of two per cent per annum from the wages of the member in such number of instalments as the Commissioner, or where so authorised by the Commissioner, any officer subordinate to him, may determine. For the purpose of such recovery the Commissioner or where so authorised by the Commissioner, any officer subordinate to him may direct

the employer to deduct such instalment from the wages of the member and on receipt of such direction, the employer shall deduct accordingly. The amount so deducted, shall be remitted by the employer to the Commissioner, or where so authorised by the Commissioner, any officer subordinate to him within such time and in such manner as may be specified in the direction. The amount so refunded, excluding the penal interest, shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's own share of contributions in his account. The amount of penal interest shall, however, be credited to the Interest Suspense Account:

Provided that the recovery of withdrawal under sub-paragraph (10) shall be restricted to cases where the recovery has been ordered by the sanctioning authority while the member is in service.

(10) Where any withdrawal granted under this paragraph has been misused by the member, no further withdrawal shall be granted to him under this paragraph within a period of three years from the date of grant of the said withdrawal or till the full recovery of the amount of the said withdrawal, with penal interest thereon, whichever is later.

14.7.2 Withdrawal from the Fund for repayment of loans in special cases

(1) (a) The Commissioner, or, where so authorised by the Commissioner, any officer subordinate to him, may on an application from a member, sanction from the amount standing to the credit of the member in the Fund, [withdrawal] for the repayment, wholly or partly, of any outstanding principal and interest of a loan [obtained in the name of the member or spouse of the member or jointly by the member and spouse from a State Government, registered Co-operative Society, State Housing Board, Nationalised Banks, Public Financial Institutions], Municipal Corporation or a body similar to the Delhi Development Authority solely for the purposes specified in sub-paragraph (i) of paragraph 68B.

(b) The amount of [withdrawal] shall not exceed the member's basic wages and dearness allowance for [thirty-six months] or his own share of contributions together with the employer's share of contributions, with interest thereon, in the member's account in the Fund or the amount of outstanding principal and interest of the said loans, whichever is least.

(2) No [withdrawal] shall be sanctioned under this paragraph unless—

(a) the member has completed [ten] years membership of the Fund; and

(b) the member's own share of contributions, with interest thereon, in the amount standing to his credit in the Fund, is one thousand rupees or more; and

(c) the member produces a certificate or such other documents, as may be prescribed by the Commissioner or where so authorised by the Commissioner, any officer subordinate to him from such agency, indicating the particulars of the member, the loan granted, the outstanding principal and interest of the loan and such other particulars as may be required.

(3) The payment of the [withdrawal] under this paragraph shall be made direct to such agency on receipt of an authorisation from the member in such manner as may be specified by the Commissioner, or where so authorised by the Commissioner, any officer subordinate to him, and in no event the payment shall be made to the member.

14.7.3 Withdrawal/financing from the Fund for the purchase of a dwelling house/flat or the construction of a dwelling house including the acquisition of a suitable site by the Member

(1) Notwithstanding anything contained in Paragraph 68B or 68BB, where a member desires to purchase a dwelling house/flat, including a flat in a building owned jointly with others (outright or on hire purchase basis), or for construction of a dwelling house including the acquisition of a suitable site for the purpose, from the Central Government, a State Government, or a Housing Agency under a Housing Scheme as notified by the Central Provident Fund Commissioner from time to time, may apply in such form and in such manner, as may be prescribed by the Commissioner, for withdrawal from the amount standing to the credit of the member in the Fund, and the Commissioner, or where so authorized by the Commissioner, any officer subordinate to him, on receipt of such application may sanction such amount not exceeding the members own share of contributions with interest thereon (and the employers share of contributions with interest thereon to his credit) or the cost of the acquisition of the proposed property whichever is less by debiting to the members account:

Provided that no withdrawal under this paragraph shall be granted unless—

(i) the member has completed five years membership of the Fund; and

(ii) the share of contributions with interest thereon in the amount standing to the credit in the Fund of the member/or together with the spouse who is also a member, is not less than twenty thousand rupees:

Provided further that the Commissioner may, on sufficient grounds being shown through an application from a member in this regard, reduce the period as stipulated in (i) above to three years for withdrawal from the amount standing to the credit of the member in the Fund, for the repayment, wholly or partly, of any outstanding principal and/or interest of a loan obtained in the name of the member or spouse of the member or jointly by the member and spouse from any Government or a Housing Agency under Housing Scheme so notified, solely for the purposes specified in this proviso and the Commissioner, or where so authorized by the Commissioner, any officer subordinate to him, on receipt of such application may sanction such amount not exceeding the member's own share of contributions with interest thereon along with with the employers share of contributions with interest thereon, or the amount requested by the member or the outstanding balance in the loan account, whichever is less, by debiting to the members account:

Provided also that, where a member desires that monthly instalments for the repayment, wholly or partly, of any outstanding principal and/or interest of a loan obtained in the name of the member or spouse of the member or jointly by the member and spouse, solely for the purposes specified in this proviso, may be paid from the amount standing to the credit of the member in the Fund, he may apply in such form and in such manner, as may be prescribed by the Commissioner and on receipt of such an application, the Commissioner or where so authorized by the Commissioner, any other officer subordinate to him may make payment by the 15th of each month on behalf of the member to the Government or a Housing

Agency concerned, as the case may be:

Provided also that when the membership of the member ceases to exist, to, where the amount standing in the credit of the member's account is not sufficient to pay the monthly instalment for any month, the Commissioner or where so authorized by the Commissioner any other officer subordinate to him shall not be liable to pay the monthly instalment or any late fee and/or interest, if any monthly instalment could not be remitted in time.

(2) The withdrawal or finance for the purchase of a dwelling house/flat or a dwelling site or construction of a dwelling house, under sub-paragraph (1) and proviso thereunder, shall not be made to the member in any event and shall be made direct to the Government or Housing Agency concerned only, as the case may be, in one or more instalments, as may be authorized by the member.

(3) No further withdrawal under this sub-paragraph (1) above shall be admissible to a member unless he has discharged his liability towards the existing loan.

(4) (a) If the withdrawal or finance granted under this paragraph exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the Fund in one lump sum within thirty days of the finalisation of the purchase, or the completion of the construction of, or necessary additions or alterations to a dwelling house/flat, as the case may be.

(b) The amount so refunded under sub-paragraph (a) shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's share of contributions in his account.

(c) In the event of the member not having been allotted a dwelling site/ dwelling house/flat or in the event of the cancellation of an allotment made to the member by the Government or the Housing Agency, referred to in sub-paragraph (1) above, then the Government or the said Housing Agency, to which the amount so withdrawn had been given shall be liable to refund the amount to the Fund in one lump sum in such manner as may be specified by the Commissioner, within a period not exceeding fifteen days from the date of such cancellation or non-allotment.

(d) The amount so refunded under clause (c) shall be credited to the employer's share of contributions in the members account in the Fund, to the extent of withdrawal granted out of the said share, and the balance, if any, shall be credited to members own share of contributions in his account.

(5) The Commissioner or where so authorized by the Commissioner any officer subordinate to him has reason to believe that the amount remitted to the Housing Agency under the Housing Scheme under this paragraph has been misutilised and will not be refunded, he shall forthwith take steps to recover the amount due with interest including penal interest thereon at the rate to be notified by the Commissioner from time to time and the amount so recovered shall be credited to member's account in the Fund to the extent of withdrawal granted out of the said account and interest thereon and the remaining amount, if any shall be credited to Administrative Account.

(6) The Commissioner may notify such Housing Agency be debarred from participation in the Housing Scheme.

14.7.4 Computation of period of membership

In computing the period of membership of the Fund of a member under paragraphs 68-B, 68-BB and 68-K, his total service exclusive of periods of breaks under the same employer of factory/establishment before this scheme applied to him, as well as the periods, of his membership, whether of the Fund or of private provident fund of exempted factories/establishments or as an employee exempted under paragraph 27 or 27A as the case may be, immediately preceding the current membership of the Fund, shall be included:

Provided that the member has not severed his membership by withdrawal of his provident fund during such period.

14.7.5 Grant of advances in special cases

(1) In case a factory or other establishment has been locked up or closed down for more than fifteen days and its employees are rendered unemployed without any compensation or in case an employee does not receive his wages for a continuous period of two months or more, these being for reasons other than a strike, the Commissioner or where so authorised by the Commissioner, any officer subordinate to him may on an application from an employee, who is a member of the Fund, in such form as may be

prescribed, authorise payment to him, of one or more non-recoverable advances from his provident fund account not exceeding from his own total contribution including interest thereon up to the date the payment has been authorised.

(1-A) In case a provident fund member is discharged or dismissed or retrenched by the employer and such discharge or dismissal or retrenchment is challenged by the member and the cases are pending in a Court of Law, an officer not below the rank of Assistant Provident Fund Commissioner may on an application from the member in such form as may be prescribed, authorise payment to him of one or more non-recoverable advance from his Provident Fund Account not exceeding fifty percent of his own share of contribution with interest thereon standing to his credit in the fund on the date of such authorisation.

(2) (a) In case the factory or other establishment continues to remain locked up or closed down for more than six months, the Commissioner, or where so authorised by the Commissioner any officer subordinate to him, on being satisfied that a member who has already been granted one or more non-recoverable advances from his provident fund account under sub-paragraph (1) still continues to be unemployed and no compensation is likely to be paid to him at an early date, may, on receipt of an application therefor in such form as may be prescribed in this behalf, authorise payment to the member of one or more recoverable advances from his provident fund account up to the extent of 100% of the employers' total contribution including interest thereon up to the date on which the payment has been authorized:

Provided that if the factory or establishment in which the member is employed remains closed for more than five years for reasons other than strike, recoverable advance may be converted into nonrecoverable advance on receipt of a request in writing from the member concerned.

(b) The advance granted under clause (a) shall be interest-free.

(c) The advance granted under clause (a) shall be recovered by deductions from the wages of the member in such instalments [subject to a maximum

of thirty-six instalments] as may be determined by the Commissioner [or where so authorised by the Commissioner, any officer subordinate to him]. The recovery shall commence from the first wages paid to the member immediately after the re-start of the factory or establishment.

(d) The employer shall remit the amount so deducted to the Fund within such time and in such manner as may be specified by the Commissioner [or where so authorised by the Commissioner, any officer subordinate to him]. The amount on receipt, shall be credited to the member's account in the Fund.

Explanation: For the purpose of grant of advance under this paragraph, the establishment may be closed legally, illegally, with permission or without permission, so long as the establishment is closed.

14.7.6 Advance from the Fund for illness in certain cases

(1) A member may be allowed non-refundable advance from his account in the Fund in cases of:

(a) hospitalisation lasting for one month or more, or

(b) major surgical operation in a hospital, or

(c) suffering from T.B., leprosy, [paralysis, cancer, mental derangement or heart ailment] and having been granted leave by his employer for treatment of the said illness.

(2) The advance shall be granted if—

(a) the employer certifies that the Employees' State Insurance Scheme facility and benefits thereunder are not actually available to the member or the member produces a certificate from the Employees' State Insurance Corporation to the effect that he has ceased to be eligible for cash benefits under the Employees' State Insurance Scheme; and

(b) a doctor of the hospital certifies that a surgical operation or, as the case may be, hospitalisation for one month or more had or has become necessary [or a registered medical practitioner, or in the case of a mental derangement or heart ailment, a specialist certifies that the member is suffering from T.B., leprosy, paralysis, cancer, mental derangement or heart ailment]:

(3) A member may be allowed non-refundable advance from his account in the Fund for the treatment of a member of his family who has been hospitalised, or requires hospitalization, for one month or more-

(a) for a major surgical operation, or

(b) for the treatment of T.B., leprosy, [paralysis, cancer, mental derangement or heart ailment]:

Provided that no such advance shall be granted to a member unless he has produced—

(i) a certificate from a doctor of the hospital that the patient has been hospitalised or requires hospitalisation for one month or more, or that a major surgical operation had or has become necessary, and

(ii) a certificate from his employer that the Employees' State Insurance Scheme facility and benefits are not available to him for the treatment of the patient.

(4) The amount advanced under this paragraph shall not exceed the member's [basic wages and dearness allowance] for [six] months or his own share of contribution with interest in the Fund, whichever is less.

(5) Where the Commissioner [or, where so authorised by the Commissioner, any officer subordinate to him] is not satisfied with a medical certificate furnished by the member under this paragraph, he may, before granting an advance under this paragraph, demand from the member another medical certificate to his satisfaction.

14.7.7 Advance from the Fund for marriages or post-matriculation education of children

(1) The Commissioner or where so authorised by the Commissioner, an officer subordinate to him, may on an application from a member, authorise payment to him or her of a non-refundable advance from his or her provident fund account not exceeding fifty per cent of his or her own share of contribution, with interest thereon, standing to his or her credit in the Fund, on the date of such authorisation, for his or her own marriage, the marriage of his or her daughter, son, sister or brother or for the post-matriculation education of his or her son or daughter.

(2) No advance under this paragraph shall be sanctioned to a member unless—

(a) he has completed seven years' membership of the Fund; and

(b) the amount of [his own share of contributions] with interest thereon standing to his credit in the Fund is rupees one thousand or more.

(3) Not more than [three] advances shall be admissible to a member under this paragraph.

14.7.8 Grant of advances in abnormal conditions

(1) The Commissioner [or where so authorised by the Commissioner, any officer subordinate to him] may, on an application from a member whose property, movable or immovable, has been damaged by a calamity of exceptional nature, such as floods, earthquakes or riots, authorise payment to him from the provident fund account, a non-refundable advance of [rupees five thousand] or fifty per cent of his own total contribution including interest there on standing to his credit on the date of such authorisation, whichever is less, to meet any unforeseen expenditure:

(2) No advance under sub-paragraph (1) shall be paid unless-

(i) the State Government has declared that the calamity has affected the general public in the area;

(ii) the member produces a certificate from an appropriate authority to the effect that his property (movable or immovable) has been damaged as a result of the calamity;

(iii) the application for advance is made within a period of 4 months from the date of declaration referred to in sub-para (i).

14.7.9 Grant of advance to members affected by cut in the supply of electricity

A member may be allowed a non-refundable advance from his account in the Fund, if there is a cut in the supply of electricity to a factory or establishment in which he is employed on the following conditions, namely:

(a) The advance may be granted only to a member whose total wages for any one month commencing from the month of January, 1973 were three fourths or less than three-fourths of wages for a month.

(b) The advance shall be restricted to the amount of wages for a month or [Rs.300] or the amount standing to the credit of the member in the fund as his own share of contribution with interest thereon, whichever is less.

(c) No advance shall be paid unless the State Government certify that the cut in the supply of electricity was enforced in the area in which the factory or establishment is located and the employer certifies that the fall in the member's pay was due to cut in the supply of electricity.

(d) Only one advance shall be admissible under this paragraph.

Explanation: 'Wages' means for the purpose of this paragraph, basic wages and dearness allowance excluding lay-off compensation, if any.

14.7.10 Grant of advance to members who are physically handicapped

(1) A member, who is physically handicapped, may be allowed a non-refundable advance from his account in the Fund, for purchasing an equipment required to minimize the hardship on account of handicap.

(2) No advance under sub-paragraph (1) shall be paid unless the member produces a medical certificate from a competent medical practitioner to the satisfaction of the Commissioner or such other officer as may be authorized by him in this behalf to the effect that he is physically handicapped.

(3) The amount advanced under this paragraph shall not exceed the member's basic wages and dearness allowance for six months or his own share of contributions with interest thereon or the cost of the equipment, whichever is the least.

(4) No second advance under this paragraph shall be allowed within a period of three years from the date of payment of an advance allowed under this paragraph.

14.7.10.1 Withdrawal within one year before the retirement The Commissioner, or where so authorised by the Commissioner, any officer subordinate to him, may, on an application from a member in such form as may be prescribed, permit withdrawal of up to 90 per cent of the amount standing at his credit, at any time after attainment of the age of 54 years by the member or within one year before his actual retirement on superannuation, whichever is later.

14.7.10.2 Option for withdrawal at the age of 55 years for investment in Varishtha Pension Bima Yojana

The Commissioner, or where so authorized by the Commissioner, any officer subordinate to him, may, on an application from a member in such form as may be prescribed, permit withdrawal of up to 90 per cent of the amount standing at his credit at any time after attaining the age of 55 years by the member, to be transferred to the Life Insurance Corporation of India for investment in Varishtha Pension Bima Yojana.

14.7.11 Payment of withdrawal or advance

The payment of withdrawal or advance under paragraphs 68-B, 68-H, 68-J, 68-K, 68-L, 68-M and [68-N and 68-NN] of the Scheme may be made, at the option of the member—

(i) by postal money order, or

(ii) by deposit in the payee's bank account in any Scheduled Bank or in Cooperative Bank (including the Urban Co-operative Bank) or any post office, or

(iii) through the employer.

15.1 **Payment of Provident Fund**

1. When the amount standing to the credit of a member, or the balance thereof becomes payable, it shall be the duty of the Board to make prompt payment as provided in these Rules. In case there is no nominee in accordance with these Rules or there is no person entitled to receive such amount under sub-rule (ii) of Rule (13), the Board of Trustees may, if the amount to the credit to the Fund does not exceed Rs 10000/- and if satisfied after enquiry about the title of the claimant, pay such amount to the claimant.

2. If any portion of the amount which has become payable is in dispute or doubt, the Board of Trustees shall make prompt payment of that portion of the amount in regard to which there is no dispute or doubt, the balance being adjusted as soon as may be possible.

3. If the person to whom any amount is to be paid under these rules is a minor for whose estate a guardian under the Guardians and Wards Act, 1890 (8 of 1890), has been appointed, the payment shall be made to the guardian, if any, appointed under sub-paragraph (5-A) of rule 11. Where no guardian under the Guardians and Wards Act, 1890 (8 of 1890), or under sub-paragraph (5-A) of Rule 11 has been appointed, the payment shall be made to the natural guardian and in the absence of a natural guardian, to such person as the Board, where the amount does not exceed Rs 20000/- or the Chairman of the Board of

Trustees if the amount exceeds Rs 20000/- considers to be the proper person representing the minor and the receipt of such person for the amount paid shall be a sufficient discharge thereof.

4. If this person to whom any amount is to be paid under this Scheme, is a lunatic for whose estate a manager under the India Lunacy Act, 1912 (4 of 1912) has been appointed the payment shall be made to such manager. If no such manager has been appointed the payment shall be made to the natural guardian of the lunatic and in the absence of any such natural guardian to such person as the Board of Trustees where the amount does not exceed Rs 20000/- or Chairman of the Board if the amount exceeds Rs 20000/-, considers to be proper person representing the lunatic and the receipt of such person for the amount paid shall be a sufficient discharge thereof.

5. If it is brought to the notice of the Board of Trustees that the posthumous child is to be born to the deceased member, he shall retain the amount which will be due to the child in the event of its being born alive and distribute the balance. If subsequently no child is born or the child is still-born, the amount retained shall be distributed in accordance with the provisions of Rule 13.

6. The payment may be made at the option of the person to whom payment is to be made under these rules:-

I. By crossed cheque sent through Post drawn on any scheduled bank or any co-op. Bank.

II. By deposit in the payee's bank account in any scheduled bank or any co-op. Bank or any Post Office

III. By deposit in the Payee's name the whole or part of the amount in the form of annuity term deposit scheme in any Nationalised Bank.

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SECTION – IV

16.1	1.	As soon as the employee joins the Company, he / she shall be promptly allotted an A/C No. qualifying to become a member.	**Custody of Contribution Card & Inspection by Members**
	2.	Separate card shall be maintained for each member showing the members contribution, the Company's Contribution, interest accrued, withdrawals, payments, etc. in prescribed form.	
	3.	The Board of Trustees shall retain in its custody the contribution cards in respect of each member employed by and shall take every precaution against the loss of contribution cards.	
	4.	PF Cards will be updated on RITES ESS Portal every month. Employee can check and inspect his / her PF Card any time on the Portal itself.	
17.1		The fund shall not be revocable except with the consent of all the beneficiaries. Upon the closing of the Fund, all amounts due by the members in respect of their own contribution and the company's contribution shall be dealt with as per the direction of the Regional Provident Fund Commissioner.	**Closing and Winding Up of the Fund**
18.1		On the closing and winding up of the Fund, the Trustees shall realise, the assets at their disposal and shall after liquidating all liabilities, if any, of the Fund, transfer the balance if any to Regional Provident Fund Commissioner	**Distribution of Assets on Closing and Winding Up**
19.1		The company shall be responsible to comply with the provisions of the Employees' Pension Scheme, 1995.	**The Employees Pension Scheme 1995**
20.1		As the Company has adopted the Group Insurance Scheme of Life Insurance Corporation of India, necessary exemption under Section 17(2A) of the EPF & MP Act from the provisions of EDLI Scheme 1976 has been obtained.	**Group Insurance Scheme**

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CHAPTER – XII

RITES GRATUITY RULES

These rules may be called, "RITES EMPLOYEES GRATUITY RULES"

1.1 The objective of these rules is to provide financial assistance to the employees of the Company and/or their family as a social security measure on the termination of their employment due to retirement, resignation, physical incapacitation or death. **Objective**

2.1 In these rules, unless the context otherwise requires. **Definitions**

(i) "The Company" means RITES Limited with registered office at Scope Minar, Core-1, Laxmi Nagar, Delhi-110092 and Corporate Office at Shikhar, Plot No. 1, Sector-29, Gurgaon-122001 (Haryana).

(ii) "Employee" means any person (other than an apprentice trainee or casual employee or reemployed after superannuation) employed on emoluments in the Company and includes the full-time Directors but does not include any employee of Central or State Government or any other Corporation or Company, who are working in the Company on deputation/secondment or other foreign service terms until they are permanently absorbed in the Company.

(iii) "Emoluments" for the purpose of these rules shall mean the last pay drawn including basic pay, dearness allowance, and subsistence grant preceding the date of quitting service or the date of death. There will be no ceiling on reckonable emoluments for calculation of the gratuity.

(iv) "Completed year of Service" means continuous service for one year or part thereof in excess of six months.

(v) "Continuous Service" means uninterrupted service and includes service which is interrupted by sickness, accident, leave, lay-off, strike or a lockout or cessation of work not due to any fault of the employee concerned

(vi) "Family" in relation to an employee shall be deemed to consist of :

(a) In the case of a male employee, himself, his wife, his children, whether married or unmarried, his dependent parents [and the dependent parents of his wife and the widow] and children of his predeceased son, if any,

(b) In the case of a female employee, herself, her husband, her children, whether married or unmarried, her dependent parents and the dependent parents of her husband and the widow and children of her predeceased son, if any;

Explanation - Where the personal law of an employee permits the adoption by him of a child, any child lawfully adopted by him shall be deemed to be included in his family, and where a child of an employee has been adopted by another person and such adoption is, under the personal law of the person making such adoption, lawful, such child shall be deemed to be excluded from the family of the employee;

(vii) "Qualifying service" shall mean all service rendered after 18 years of age except the periods rendered as Apprentice and extraordinary leave without salary.

(viii) "Superannuation" in relation to an employee means the attainment by him of such an age as is prescribed in the Rules, contract or conditions of service by which he is governed, at which the employee shall vacate the employment.

Payment of Gratuity

3.1 Subject to the provisions of Rule 6, gratuity shall be payable to an employee of the Company on the termination of his employment, after he has rendered continuous and qualifying service for not less than 5 years on :

(i) his superannuation,
(ii) his retirement or resignation (voluntary retirement under a duly approved scheme would not constitute resignation),
(iii) his death,
(iv) discharge on abolition of post,
(v) Permanent incapacity due to bodily or mental infirmity,

Provided that :

(i) Where an employment is terminated on death, completion of continuous and qualifying service of 5 years is not necessary,

(ii) In case of death of an employee, Gratuity shall be payable to his nominee and in case no nomination has been made, Gratuity will be paid in the manner specified in Rule 5(2).

(iii) In the event of transfer from the Company to another Company in the Public Sector with the consent of the managements, the Company may make a lump sum payment of Gratuity earned by the employee to the other Company as if the employee retired from its service on the date of transfer under the Rules applicable to him. The condition of minimum qualifying service of 5 years will not apply in such cases.

(iv) In case of employees absorbed from Central Government, the condition of minimum qualifying service of 5 years will not apply.

4.1 The gratuity payable under these rules shall be : **Amount of Gratuity**

i) The equivalent of 15/26 of a month's emoluments for each completed year of services or part thereof in excess of six months, subject to the maximum ceiling limit.

ii) In case of death of an employee, the following minimum gratuity shall be payable, subject to the maximum ceiling limit.

a) If the death occurred during the first year of service.	2 months' emoluments
b) If the death occurred after one year but before 5 years of service	6 months' emoluments
c) If the death occurred after completion of 5 years service but before completion of 20 years of service.	12 months' emoluments
d) If the death occurred after completion of service of 20 years.	Half month's emoluments for each completed half years/ year of qualifying service.

iii) The ceiling limit for payment of gratuity on resignation / retirement or in the event of death of the concerned employee is Rs. Twenty Lakhs w.e.f. 01.01.2016 for employees in CDA Pay Scales and w.e.f. 01.01.2017 for employees in IDA Pay Scales.

iv) The maximum limit of Resignation / Retirement / Death Gratuity will be as per the notification issued by Central Government / DPE and further notified by RITES for implementation from time to time.

iv) The ceiling limit of gratuity for those who have been permanently absorbed in RITES, after having been in Govt. service earlier, their service in the Company shall be reckoned for the purpose of payment of gratuity and the ceiling would apply as on the period of service in RITES.

5.1 On joining the Company, an employee shall make nomination in the prescribed form conferring on one or more members of his family, the right to receive the gratuity in the event of his death, while in service or after leaving the Company, but before gratuity have been paid to him indicating the shares payable to each member. In case the employee has no family at the time of making nomination, it may be made in favour of any person or persons, corporate and in case the employee subsequently acquires a family, such nomination shall forthwith become invalid and the employee shall make a fresh nomination in favour of one or more members of his family. **Nomination for Payment of Gratuity**

5.2 In the event of there being no subsisting nomination at the time of death of an employee, then the gratuity shall be paid in the manner

specified below:

i) If there are one or more surviving members of the family consisting of :

a) Wife in the case of a male employee and husband in the case of a female employee and

b) Sons, unmarried daughters including step children and adopted children, then the gratuity may be paid to all such members in equal shares and

ii) If there are no such surviving members of the family as is specified in sub clause (i) above, but there are one or more surviving members of the family consisting of

a) Widowed daughters including step daughters and adopted daughters.
b) Brothers below the age of 18 years and unmarried and widowed sisters.
c) Father
d) Mother
e) Married daughters
f) Children of a predeceased son and
g) Wife of a predeceased son

then the gratuity may be paid to all such members in equal shares.

Forfeiture of Gratuity: 6.1

i) The Gratuity of an employee whose services have been terminated for any act of willful omission or negligence causing any damage or loss to, or destruction of property belonging to the Company, shall be forfeited to the extent of damage or loss caused.

ii) Gratuity payable to an employee may be wholly or partially forfeited:

a) If the services of such employee have been terminated for his/her riotous or disorderly conduct or any other act of violence on his/her part or

b) If the services of such employee have been terminated for any act which constitutes an offence involving moral turpitude provided that such offence is committed by him in the course of his employment.

Interpretation 7.1

In the event of a dispute relating to interpretation of these rules or any other matter concerning payment of gratuity, the decision of the Chairman and Managing Director of the Company shall be final and binding.

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CHAPTER – XIII

RITES (CONDUCT, DISCIPLINE AND APPEAL) RULES, 1980

Short Title and Commencement

1. (i) These rules may be called RITES LIMITED (CONDUCT, DISCIPLINE AND APPEAL) RULES, 1980.

(ii) They have come into force w.e.f. 1st January, 1980.

Application

2. These Rules apply to all employees except

(i) those in casual employment or paid from contingencies; and

(ii) those governed by the Standing Orders.

Definitions

3. In these rules, unless the context otherwise requires:

(a) 'Employee' means a person in the employment of the Company other than the casual, or contingent staff, but includes a person on deputation to the Company. Nothing in these Rules shall operate to deprive a person on deputation with the Company of any right or privilege to which he is entitled under any of the laws/rules by which he is governed in his parent organisation.

(b) 'Company' means RITES Limited.

(c) 'BOD' means the Board of Directors of the Company and includes, in relation to the exercise of powers any officer to whom the Board delegates any of its powers.

(d) 'CMD' means the Chairman & Managing Director of the Company,

(e) 'Appointing Authority' means the Board of Directors, Managing Director or any other Officer, to whom the power of making appointment to any post or a specified category of posts has been delegated with the approval of the Board of Directors or CMD.

(g) 'Disciplinary Authority' means the authority specified as such in the Schedule appended to these rules and competent to impose any of the penalties specified in Rule 23.

(h) 'Competent Authority' means the authority empowered by the Board of Directors by any general or special rule or order to discharge the function or use the powers specified in the rule or order.

(i) 'Appellate Authority' means the authority specified as such in the Schedule appended to these rules.

(j) 'Government' means the Government of India.

(k) 'Reviewing Authority' means the authority specified as such in the Schedule appended to these rules.

(l) 'Family' in relation to an employee includes:

i) the wife or husband as the case may be of the employee, but does not include a wife or husband separated from the employee by a decree or order of a court.

ii) Sons or daughters or step-sons or step-daughters of the employee and wholly dependent on him.

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.

(m) 'Public Servant' shall mean and include a person as mentioned in Section 21 of the Indian Penal Code as amended from time to time.

General 4. (1) Every employee of the Company shall at all times:

i) Maintain absolute integrity

ii) Maintain devotion to duty.

iii) Conduct himself in a manner which will enhance the reputation of the Company.

(2) 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 under his control and authority.

Misconduct 5. Without prejudice to the generality of the term "misconduct" the following acts of omission and commission shall be treated as misconduct:

(1) Theft, fraud or dishonesty in connection with the business or property of the Company, or, of property of another person within the premises of the Company.

(2) Taking, or, giving bribes, or, any illegal gratification.

(3) Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his behalf by another person, which the employee cannot satisfactorily account for.

(4) Furnishing false information regarding name, age, father's

name, qualification, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.

(5) Acting in a manner prejudicial to the interests of the Company.

(6) Wilful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his superior.

(7) Absence without leave or over-staying the sanctioned leave for more than four consecutive days without sufficient grounds or proper or satisfactory explanation.

(8) Habitual late or irregular attendance.

(9) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.

(10) Damage to any property of the Company.

(11) Interference or tampering with any safety devices installed in or about the premises of the Company.

(12) Drunkenness or riotous or disorderly or indecent behavior in the premises of the Company or outside such premises where such behavior is related to or connected with the employment.

(13) Gambling within the premises of the Company.

(14) Commission of any act which amounts to a criminal offence involving moral turpitude.

(15) Absence from the employee's appointed place of work without permission or sufficient cause.

(16) Commission of any act subversive of discipline or of good behaviour.

(17) Abetment of or attempt of abetment of any act which amounts to misconduct.

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

6. Employment of near relatives of the employees of the company in private undertaking enjoying the patronage of the company

Employment of near relatives of the employees of the company

(1) No employee shall use his position or influence directly or indirectly to secure employment for any person related,

whether by blood or marriage to the employee or to the employee's wife or husband, whether such a person is dependent on the employee or not.

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

(3) 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 manner 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.

Taking Part in Demonstrations 7. No employee shall engage himself or participate in any demonstration or strike which is illegal or involves incitement to an offence.

Political Activities 7A. No employee shall participate in any political activities of the following kind:

(i) to be an office bearer of a political party or an organisation which takes part in politics;

(ii) to take part in or assist in any manner in any movement/ agitation or demonstration of any political nature;

(iii) to take part in an election to any legislature or local authority.

Connection with Press or Radio 8. (1) No employee shall, except with the previous sanction of the competent 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 on a subject, which may have a bearing on the affairs of the Company.

(2) No employee, while in service or after his retirement, retrenchment or resignation or discharge, shall make public

or publish any documents, papers or information which might have come into his possession in his official capacity, without the prior sanction of the Company:

Provided that no sanction under this rule is required in the case of articles, letters, etc. written for the house journals and other publications of the Company in which case the Editorial Board or other authority is vested with the powers for selecting and editing them for publication.

9. **Criticism of Government and the Company**

No employee shall, in any radio 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 confidential in his official capacity or in due performance of the duties assigned to him.

10. **Evidence Before Committee or Any Other Authority**

(1) Save as provided in sub-rule (2), 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.

(2) Nothing in this rule shall apply to:

a) evidence given at any enquiry before an authority appointed by the Government, Parliament or State Legislature; and

b) evidence given in any judicial enquiry.

11. **Unauthorised Communication of Information**

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 or information to an employee or any other person or Press / Media to whom he is not authorised to communicate such document or information.

12. **No Employee of the Company Shall :**

i) give or take or abet the giving or taking of dowry;

ii) demand directly or indirectly from the parents or guardian of a bride or bridegroom, as the case may be, dowry.

Explanation

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

Private Trade or Employment

13. (1) No employee 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 a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer.

(2) Every employee 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.

(3) No employee 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 (2 of 1956) or any other law for the time being in force

Provided that an employee may take part in the registration, promotion or management of a co-operative society, registered under the Co-operative Societies Act, 1912, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860.

(4) No employee 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 Company, if (a) such work has a bearing on the affairs of the Company, or (b) if the amount exceeds Rs. 2000/- in a year.

Investment, Lending and Borrowing

14. 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.

Habitual Indebtedness

15. An employee shall avoid habitual indebtedness.

Movable, Immovable and

16. (1) No employee shall, except with the previous knowledge of the competent authority, acquire or dispose of any

Valuable Property

immovable property by lease, mortgage, purchase, sale, gift or otherwise, either in his own name or in the name of any member of his family.

(2) No employee 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.

(3) Every employee shall have to intimate any transaction in movable property either in his/her own name or in the name of any member of his/her family to the competent authority within one month of such transaction, if the value of such property exceeds two month's basic pay of the employee.

Explanation I

The term "every transaction concerning movable property owned or held by him" includes all transactions of sale or purchase.

For the purpose of this sub-rule, the definition of movable property would include:

a) Jeweller, insurance policies and annual premium of which exceeds two month's basic pay of the employee.

b) Loans advanced by such employee whether secured or not.

c) Motor cars, motor cycles, horses or any other means of conveyance, and

d) Refrigerators, radios, radiograms, television sets etc.

Explanation II

Transactions entered into by the spouse or any other member of family of an employee of the Company out of his or her own funds including stridhan, gifts, inheritance etc. as distinct from the funds of the employee of the Company himself, in his or her own name and in his or her own right, would not attract the provisions of the above sub-rule.

(3A) Every employee shall have to intimate every year in the prescribed online format, if the total transactions in shares, securities, debentures, mutual funds scheme, etc. exceeds six months' basic pay during the calendar year (to be submitted by 31st January of subsequent calendar year) to the competent authority.

(4) Every employee shall, on first appointment in the Company, submit a return of assets and liabilities in the prescribed form giving the particulars regarding:

a) The immovable property inherited by him, or owned or acquired by him, held by him on lease or mortgage, either in his own name or in the name of any member of his family or in the name of any other person;

b) Shares, debentures and cash including bank deposits inherited by him or similarly owned/acquired/held by him;

c) Other movable property inherited by him or similarly owned acquired or held by him if the value of such property exceeds two month's basic pay of the employee.

d) Debts and other liabilities incurred by him directly or indirectly.

(5) Every employee shall every year submit a return as on the first day of January of immovable property inherited/owned/ acquired by him/her by 31st January of that year.

(6) The competent authority may, at any time, by general or special order require an employee to submit within a period specified in the order a full and complete statement of such movable or immovable property held or acquired by him or on his behalf or by any member of his family as may be specified in the order. Such statement shall, if so required by the competent authority, include details of the means by which, or the source from which such property was acquired.

Canvassing of Non-Official or Other Influence

17. 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.

Bigamous Marriages

18. (1) No employee shall enter into, or contract, a marriage with a person having a spouse living; and

(2) No employee, having a spouse living, shall enter into or contract, a marriage with any person:

Provided that the Board may permit an employee to enter into, or contract any such marriage as is referred to in clause (1) or clause (2) if it is satisfied that

(a) such marriage is permissible under the personal law applicable to such employee and the other party to the marriage;

(b) there are other grounds for doing so; and

(3) An employee who has married or marries a person other than that of Indian nationality shall forthwith intimate the fact to the Company.

19. An employee shall take due care that: **Consumption of Intoxicating Drinks and Drugs**

i) the performance of his duties is not affected in any way by the influence of any intoxicating drink or drug.

ii) he does not appear in a public place in a state of intoxication.

19.1 i. No employee shall indulge in any act of sexual harassment of any woman at any work place. **Sexual Harassment of Women**

ii. Every employee who is in-charge of a work place shall take appropriate steps to prevent sexual harassment to any woman at the work place.

Explanation - For the purpose of this rule,-

(a) "Sexual harassment" includes any one or more of the following acts or behaviour (whether directly or by implication) namely : -

(i) physical contact and advances; or

(ii) a demand or request for sexual favours; or

(iii) making sexually coloured remarks; or

(iv) showing pornography; or

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

(b) the following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behaviour of sexual harassment may amount to sexual harassment : -

(i) implied or explicit promise of preferential treatment in employment; or

(ii) implied or explicit threat of detrimental treatment in employment; or

(iii) implied or explicit threat about her present or future employment status; or

(iv) interference with her work or creating an

intimidating or offensive or hostile work environment for her; or

(v) humiliating treatment likely to affect her health or safety.

(c) "Workplace" includes,-

(i) any department, organisation, undertaking, establishment, enterprise, institution, office, branch or unit which is established, owned, controlled or wholly or substantially financed by funds provided directly or indirectly by the Central Government;

(ii) hospitals or nursing homes;

(iii) any sports institute, stadium, sports complex or competition or games venue, whether residential or not used for training, sports or other activities relating thereto;

(iv) any place visited by the employee arising out of or during the course of employment including transportation provided by the employer for undertaking such journey;

(v) a dwelling place or a house related to or connected in course of official dealings.

Suspension

20. (1) The appointing authority, or, any authority to which it is subordinate or the disciplinary authority or any authority empowered in that behalf by the Board or Chairman & Managing Director by general or special order may place an employee under suspension:

(a) where disciplinary proceeding against him is contemplated, or, is pending; or

(b) where case against him in respect of any criminal offence is under investigation, or, is under trial.

(2) An employee who is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours, shall be deemed to have been suspended with effect from the date of detention, by an order of the appointing authority, and shall remain under suspension until further orders.

(3) Where a penalty of dismissal or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case 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.

(4) 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

Provided that no such further inquiry shall be ordered unless it is intended to meet a situation where the court has passed an order purely on technical grounds without going into the merits of the case.

21. **Subsistence Allowance**

(1) An employee under suspension shall be entitled to draw subsistence allowance equal to 50 per cent of his basic pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or business or profession or vacation. In addition he shall be entitled to Dearness Allowance 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.

(2) Where the period of suspension exceeds six months, the authority which made or is deemed to have made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first six months as follows:

(i) The amount of subsistence allowance may be increased to 75% 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% 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.

Treatment of the Period of Suspension

22. (1) When the employee under suspension is reinstated, the disciplinary authority may grant to him the following pay and allowances for the period of suspension:-

(a) If the employee is exonerated and not awarded any of the penalties mentioned in Rule 23 full pay and allowances which he would have been entitled to had he not been suspended, less the subsistence allowance already paid to him; and

(b) if, otherwise, such proportion of pay and allowances as the disciplinary authority may prescribe.

(2) In a case falling under sub-clause (a) the period of absence from duty will be treated as a period spent on duty. In a case falling under sub-clause (b) it will not be treated as a period spent on duty unless the disciplinary authority so directs.

Penalties

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

Minor Penalties

(a) Censure
(b) Withholding of increments of pay with or without cumulative effect.
(c) Withholding of promotion.
(d) Recovery from pay or such other amount as may be due to him of the whole or part of any pecuniary loss caused to the Company by negligence or breach of orders.
(e) Reduction to a lower stage in the time scale of pay by one stage for a period not exceeding three years, without cumulative effect.

Major Penalties

(f) Save as provided in clause (e) above, reduction to a lower grade or post, or to a lower stage in a time scale of pay for a specified period, with further directions as to whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of pay.

(g) Compulsory Retirement.

(h) Removal from service which shall not be a disqualification for future employment.

(i) Dismissal.

Explanation

The following shall not amount to a penalty within the meaning of this rule:

(i) Withholding 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.

(ii) 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.

(iii) Reversion to a lower grade or post of an employee officiating in a higher grade or post, on the ground that he is considered after trial, to be unsuitable for such higher grade or post, or on administrative grounds unconnected with his conduct.

(iv) 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.

(v) Termination of service:

(a) of an employee appointed on probation during or at the end of probation;

(b) of an employee appointed in a temporary capacity otherwise than under a contract or agreement, on the expiration of the period for which he was appointed, or earlier in accordance with the terms of his appointment;

(c) of an employee appointed under a contract or agreement, in accordance with the terms of such contract or agreement; and

(d) of an employee on reduction of establishment.

(e) of an employee declared on medical grounds to be unfit for further service in any capacity by being given three months notice or pay in lieu thereof in the case of a regular employee and one month's notice or pay in lieu thereof in the case of a temporary employee.

(f) of an employee who remains unauthorized absent from duty for 90 days or more.

NOTE : In cases under sub clause (f) the following

procedure shall be followed:

1. The employee concerned shall be given a show cause notice to explain his/ her conduct satisfactorily within 15 days of the receipt of the notice by him/ her.

2. A screening Committee of two Directors shall be constituted to review the conduct of the employee and his/her explanation if any and record its decision on the question of the services of the employee.

3. Reasons for its decision shall be recorded by the Screening Committee.

4. No further inquiries shall be held.

Authority Competent to Impose Penalties

24. The Disciplinary Authority as specified in the Schedule, or any authority higher than it may impose any of the penalties specified in Rule 23 on any employee.

Procedure for Imposing Major Penalties

25. (1) No order imposing any of the major penalties specified in Clauses (f), (g), (h) and (i) of Rule 23 shall be made except after an inquiry is held in accordance with this rule.

(2) Whenever the disciplinary authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehavior against an employee, it may itself enquire into, or appoint another serving or retired employee or a public servant (hereinafter called the inquiring authority) to inquire into the truth thereof.

(3) 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 charges 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.

(4) On receipt of the written statement of the employee, or if no such statement is received within the time specified, an enquiry may be held by the Disciplinary Authority itself,

or by any other public servant appointed as an Inquiring Authority under sub-clause (2).

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.

(5) Where the disciplinary authority itself inquires or appoints an inquiring authority for holding an inquiry, it may by an order appoint another employee to be known as the "Presenting Officer" to present on its behalf the case in support of the articles of charge.

(6) The charged employee may take the assistance of any other employee or assistance of a retired Company employee or a retired Railway servant provided that the retired Railway servant has settled in or around the place of posting of the charged employee subject to the following conditions but shall not engage a legal practitioner for the purpose:

(i) The employee concerned should have retired from RITES service/Indian Railways Service provided that the retired Railway servant has settled in or around the place of posting of the charged employee.

(ii) If the retired employee is also a legal practitioner, the restrictions on engaging a legal practitioner by a charged employee to present the case on his behalf would apply.

(iii) The retired employee concerned should not have, in any manner, been associated with the case at investigation stage or otherwise in his official capacity.

(iv) The retired employees concerned should not act as a defence assistant in more than seven cases at a time.

(7) 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 defence 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.

(8) If the employee does not plead guilty, the inquiring authority

shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may, for the purpose of preparing his defence:

(i) inspect the documents listed with the 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: Relevance of the additional documents and the witnesses referred to in sub-clause 8(ii) above to the charges under inquiry will have to be given by the employee concerned and the documents and the witnesses shall be summoned only if the inquiring authority is satisfied about their relevance to the charges under inquiry.

(9) The inquiring authority shall ask the authority in whose custody or possession the documents are kept for the production of the documents on such date as may be specified.

(10) 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.

(11) On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the disciplinary authority. The 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 witnesses 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.

(12) Before the close of the prosecution case, the inquiring authority may, in its discretion, allow the Presenting Officer to produce evidence not included in the 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.

(13) When the case for the disciplinary authority is closed, the employee may be required to state his defence, orally or in writing, as he may prefer. If the defence 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 defence shall be given to the Presenting Officer, if any, appointed.

(14) The evidence on behalf of the employee shall then be produced. The employee may examine himself in his own behalf if he so prefers. The witnesses produced by the employee shall then be examined where the Inquiring Authority considers them relevant. They shall be liable to cross- examination, re-examination and examination by the Inquiring Authority according to the provisions applicable to the witnesses for the disciplinary authority.

(15) The Inquiring Authority may, after the employee closes his case, and shall, if the employee has not examined himself, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling the employee to explain any circumstance appearing in the evidence against him.

(16) The Inquiring Authority may, after completion of the production of evidence, hear the Presenting Officer, if any, appointed, and the employee or permit them to file written briefs of their respective cases, if they so desire.

(17) If the employee does not submit the written statement of defence referred to in sub-rule (3) on or before the date specified for the purpose or does not appear in person, or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these rules, the Inquiring Authority may hold the enquiry ex-parte.

(18) Whenever any Inquiring Authority, after having heard and recorded the whole or any part of the evidence in an inquiry ceases to exercise jurisdiction therein, and is succeeded by another Inquiring Authority which has, and which exercises, such jurisdiction, the Inquiring Authority so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by its predecessor and partly recorded by itself.

Provided that if the succeeding Inquiring Authority is of the opinion that further examination of any of the witnesses

whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross-examine and re-examine any such witnesses as hereinbefore provided.

(19)(i) After the conclusion of inquiry, a report shall be prepared and it shall contain:

(a) a gist of the articles of charge and the statement of the imputations of misconduct or misbehavior;

(b) a gist of the defence of the employee in respect of each article of charge;

(c) an assessment of the evidence in respect of each article of charge;

(d) the finding 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 charges, it may record its findings on such article of charge.

Provided that the findings on such articles of charge should not be recorded unless the delinquent employee has either admitted the facts on which the article of charge is based or has had a reasonable opportunity of defending himself against such an article of charge.

(ii) The Inquiry Authority, where it is not itself the disciplinary authority, shall forward to the disciplinary authority the records of inquiry which shall include:

(a) the report of the inquiry prepared by it under sub-rule (i) above;

(b) the written statement of defence, if any submitted by the employee referred to in sub-rule (13);

(c) the oral and documentary evidence produced in the course of the inquiry;

(d) written briefs referred to in sub-rule (16), if any; and

(e) the orders if any, made by the disciplinary authority and the inquiring authority in regard to the inquiry.

Action on the 26. (1) 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 25 as far as may be .

Inquiry Report

(2) The disciplinary authority shall forward or cause to be forwarded a copy of the report of the inquiry, if any, held by the disciplinary authority or where the disciplinary authority is not the inquiring authority, a copy of the report of the inquiring authority, together with its own tentative reasons for disagreement, if any, with the findings of inquiring authority on any article of charge to the employee who shall be required to submit, if employee so desires, his/ her written representation or submission to the disciplinary authority within fifteen days, irrespective of whether the report is favourable or not to the employee.

(3) 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 23 should be imposed on the employee it shall, notwithstanding anything contained in Rule 27 make an order imposing such penalty.

(4) 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.

27. (1) Where it is proposed to impose any of the minor penalties specified in clauses (a) to (e) of Rule 23, the employee concerned shall be informed in writing of the imputations of misconduct or misbehavior against him and given 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.

Procedure for Imposing Minor Penalties

(2) The record of the proceedings shall include:

(i) a copy of the statement of imputations of misconduct or misbehavior delivered to the employee;

(ii) his defence statement, if any, and

(iii) the orders of the disciplinary authority together with the reason therefor.

27A. The employee against whom disciplinary or judicial proceedings have been initiated and pending on the date of superannuation,

Continuation of Disciplinary or

Judicial Proceedings after Retirement of the Employee

will cease to be in service on the date of superannuation, but the disciplinary or Judicial proceedings will continue as if the employee was in service until the proceedings are concluded and final order is passed in respect thereof. The employee concerned will not receive any pay and/or allowances after the date of superannuation. He will also not be entitled for the payment of retirement benefits till conclusion of departmental or judicial proceedings and final orders are passed by the competent authority.

Provided, the employee shall be entitled to payment of contributory Provident Fund amount (employee's & employer's contribution) as payable to him.

Communication of Orders

28. Orders made by the Disciplinary Authority under Rule 26 or Rule 27 shall be communicated to the employee concerned.

Common Proceedings

29. Where two or more employees are involved in a case, the authority competent to impose a major penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceeding and the specified authority may function as the disciplinary authority for the purpose of such common proceedings.

Special Procedure in Certain Cases

30. Notwithstanding anything contained in Rule 25, 26 or 27, the disciplinary authority may impose any of the penalties specified in Rule 23 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.

Employees on Deputation from the Central Government or the State Government etc.

31. (1) Where an order of suspension is made or disciplinary proceeding is commenced against an employee, who is on deputation to the Company from the Central or State Government or another Public Sector 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.

(2) In the light of the findings in the disciplinary proceeding taken against the employee:

(a) If the Disciplinary Authority is of the opinion that any of the minor penalties should be imposed on him, it may pass such orders on the case as it deems necessary after consultation with the Lending Authority; provided that in the event of a difference

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

(b) If the Disciplinary Authority is of the opinion that any of the major penalties should be imposed on him it should place 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.

(3) If the employee submits an appeal against an order imposing a minor penalty on him under sub- rule (2) (a), it will be disposed of after consultation with the Lending Authority; provided that if there is a difference of opinion between the Appellate Authority and the Lending Authority, the services of the employee shall be placed at the disposal of the Lending Authority and the proceedings of the case shall be transmitted to that authority for such action as it deems necessary.

32. **Appeals**

(i) An employee may appeal against an order imposing upon him any of the penalties specified in Rule 23 or against the order of suspension referred to in Rule 20.

(ii) An appeal shall be preferred within one month from the date of communication of the order appealed against. The appeal shall be addressed to the Appellate Authority specified in the schedule and submitted to the authority whose order is appealed against. The authority whose order is appealed against shall forward the appeal together with its comments and the records of the case to the appellate authority within 15 days. The appellate authority shall consider whether 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 (e), (f) and (g) of Rule 23 and an inquiry as provided in Rule 25 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 25 and thereafter consider the records 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 25, 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.

Review 33. Notwithstanding anything contained in these Rules, the reviewing authority as specified in the schedule may call for the record of the case within six months of the date of the final order and after reviewing the case pass such order thereon as it may deem fit

Provided that if the enhanced penalty, which the reviewing authority proposes to impose, is a major penalty specified in clauses (f), (g), (h) & (i) of Rule 23 and an enquiry as provided under Rule 25 has not already been held in the case, the reviewing authority shall direct that such an enquiry be held in accordance with the provisions of Rule 25 and thereafter consider the record of the enquiry and pass such order as it may deem proper. If the reviewing authority decides to enhance the punishment but an enquiry has already been held in accordance with the provisions of Rule 25, the reviewing authority shall give show cause notice to the employee as to why the 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.

Rules for Retiring at the Age of 50 Years 33A. (1). The company would conduct review of service of an employee for the purpose of retention in service as per the conditions detailed below:

Category of Employees	Condition for Review
Executives	Who have entered service before 35 years of age and have attained 50 years of age Others – 55 years of age
Non Executives	After 30 years of service

Board of Directors; in case of Executives holding the post in IDA grade of 100000- 260000(or equivalent) and above; and CMD; in respect of others, is competent to retire an employee before his date of superannuation those employees who are found unfit to continue in service on the grounds of:

(i) Inefficiency; or

(ii) Of doubtful integrity

(2) (i) Review Committee shall be constituted of the level as mentioned in table below to examine and recommend whether the officer/employee concerned should be retired from service in public interest, or, should be retained in service.

S.No.	Pay Scale of Employee	Composition of Review Committee	Competent Authority	Appellate Authority
1	Up to Rs. 30000-120000	3GGMs	CMD	BOD
2	Above (1) and up to Rs. 80000-220000	3 EDs		
3	Above (2) and up to Rs.100000-260000 (AGM & GM	3 Directors	BOD	
4	Above (3) and up to Rs.150000-300000 (GGM/ED)			

(ii) The report of the Committee shall be submitted to the competent authority, who shall take a decision on the question of premature retirement or continuance in service of the employee concerned.

(iii) "CVO in the case of Executives, or his representative in the case of non- executives, will be associated in cases of record reflecting adversely on the integrity of any employee."

(iv) While the entire service record of an officer shall be considered at the time of review, no employee should ordinarily be retired on grounds of inefficiency if his service during the preceding 5 years or where he has been promoted to a higher post during that 5 year period, his service in the highest post has been found satisfactory.

(v) The rules relating to premature retirement should not be used to retire an employee on grounds of specific acts of misconduct, as a shortcut to initiating formal disciplinary proceedings. It is well settled that premature retirement is not a punishment that there is no stigma and no civil consequence follow.

(vi) The performance and evaluation is to be adjusted on the basis of entire service record including APARs for the last 5 years. Marks shall be awarded to APAR ratings as follows: Outstanding-5, Very Good-4, Good-3, Adequate-2, Inadequate-1.Only those employees who secure 17 or more marks in their last five available APARs would be allowed to continue in service. The cases of employees who secure 16 or less marks would be reviewed by the committee for retirement from service.

Where the committee recommends an employee to be retired from service, the case shall be put up to the competent authority (BoD/CMD) as the case may be for approval. Other cases where the committee decides to retain an employee shall be put up to CMD through Director

concerned for acceptance of the recommendations of the committee.

(vii) No show-cause notice is necessary before the notice of premature retirement is issued. The orders regarding retirement on the last day of the month will not apply to the cases of premature retirement.

(viii) Grant of leave due/admissible: Leave due and admissible any be allowed if applied by the employee during the period of notice.

(ix) In a case where an employee refuses to accept the service of notice of retirement of order of retirement along with cheque/cash equivalent to three months pay and allowances, it should be ensured that the refusal of the govt. employee is witnessed by two officers. In such a case, a copy of the notice/order of retirement may be sent under registered post with acknowledgement due to individual concerned at the last officially known address.

(x). Procedure for consideration of Representation:

An employee, who has been served with a notice/order of premature retirement under Rule 33A, may submit a representation within three weeks from the date of service of such notice/order.

On receipt of a representation, the screening committee will examine the same to see whether it contains any new facts or any new aspects of a fact already known but which was not taken into account at the time of issue of notice/order of premature retirement.

The reviewing committee and appellate authority will dispose off the representation accordingly within two weeks from the date of receipt respectively.

Service of Orders, Notices, etc. 34. 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 the last known address.

Power to Relax Time-Limit and to Condone Delay 35. Save as otherwise expressly provided for in these rules, the authority competent under these rules to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these rules for anything required to be done under these rules or condone any delay.

Savings 36. (1) 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.

(2) The proceedings pending at the commencement of the rules shall be continued and disposed of as far as may be, in accordance with the provisions of these rules, as if such proceedings were proceedings under these Rules.

37. Where a doubt arises as to the interpretation of any of these Rules, the decision of the CMD of the Company shall be final.

38. The Board may amend, modify or add to these rules, from time to time, and all such amendments, modifications or additions shall take effect from the date stated therein.

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S.No.	CATEGORY OF EMPLOYEE	MINOR PENALTIES AND TO PLACE AN EMPLOYEE UNDER SUSPENSION	MAJOR PENALTIES*	APPELLATE AUTHORITY	REVIEWING AUTHORITY
(1)	(2)	(3)	(4)	(5)	(6)
1.	All Group 'D' category employees, viz., Office Attendant, Messenger, Field Helper, Mali, Khalasi, Farash, Sweeper,Safaiwala, Record Keeper, Messenger-cum-Driver, Record Sorter etc. (staff in and upto IDA Pay Scale of Rs. 16000-60000 and equivalent)	Sr. Manager or any other officer of an equivalent Status/Grade	Sr. Manager or any other officer of an equivalent Status/ Grade	Next higher Authority/Executive to the one which imposed penalty	Next higher Authority/ Executive to the Appellate Authority
2.	Group "C" Employees working in non-Executive Cluster-II in IDA Scale Rs. 20000-66000 / Rs. 22000-83000 / Rs. 24000-90000, Jr. Asstt.-cum-Typist, Asstt., Stenographer (PA), Receptionist, Roneo/ Xerox Operator, Vehicle Driver, lab. Asstt., Carpenter, Plumber, Fitter, Welder, Electrician, Survey Asstt., Geo-Tech Asstt., DEO, (Jr.) Tracer, Jr. Draftsman, driller, Console Operator, Telecom Mechanic, Sr. Record Sorter, JDEO, KPO etc.	Sr. Manager or any other officer of an equivalent	DGM or any other officer of an equivalent Status/ Grade	Next higher Authority/Executive to the one which imposed penalty	Next higher Authority/ Executive to the Appellate Authority
3	All employees working in Non-executive cluster-III in IDA scale Rs. 26000- 96000/Rs. 29500-111000 and those working in Executive Cluster-I in IDA Scale of Rs. 30000-120000/Rs. 40000-140000/Rs 50000-160000, viz., A.E., S.O., SPA, Draftsman, Hd. Draftsman, Accountant, Cons. Operator, Tech. Asstt., Programmer, Sr. Programmer, AIE, AM, Secy-cum-AM, Manager etc.	DGM or any other officer of an equivalent Status/ Grade	GM or any other officer of an equivalent Status/ Grade	Next higher Authority/Executive to the one which imposed penalty	Next higher Authority/ Executive to the Appellate Authority
4	All employees working in IDA scale Rs. 60000- 180000, viz. Sr. Manager, Spl. Secretary, SIE/ACIE. SSA, etc	GM	GGM	Next higher Authority/Executive to the one which imposed penalty	Next higher Authority/ Executive to the Appellate Authority
5	All employees working in Executive Grade II in IDA scale (Rs. 70000-200000) and in higher grades up to GM (Rs. 100000-260000) or equivalent, viz., Dy.GM/Dy. CIE/ CPM/ Sr. DGM/ JGM/AGM/GM	GGM	ED	Next higher Authority/Executive to the one which imposed penalty	Next higher Authority/ Executive to the Appellate Authority
6	GGM (Rs. 120000-280000)	Director	A Committee of 3 functional Directors	CMD	BOD
7	EDS (Rs. 150,000-300,000)	A Committee of 3 functional Directors	CMD	BOD	BOD
8	Director/CMD	President	President	-	-

Note :

1. If any authority higher than the authority shown above actually appointed an employee

then the disciplinary powers for imposition of Penalties of Removal from Service, Dismissal & Compulsory Retirement, will be exercised by such higher authority and the Appellate and Reviewing authorities shall be those at the next higher level.

2. The various authorities specified like Senior Manager, Dy.GM etc. refer to such officers in position for the time being in the concerned division/office of the Company where the delinquent employee is working.

3. Where officers of the level indicated in the schedule are not available, officers in higher scale(s) shall exercise the powers.

4. CMD includes Director who has been so ordered by the competent authority (Ministry of Railways) to look after the current duties of CMD or who has been entrusted with additional charge of the post of CMD by an order of the competent authority (Ministry of Railways) in the absence of a regularly posted CMD.

CHAPTER – XIV

ASSISTANCE TO ACQUIRE ASSETS

Section – I : RITES Employee Housing Advance Rules

1.1 **Title and Scope**

These rules may be called RITES Employees Housing Advance Rules and shall be deemed to have come into force from 1.4.1981. These rules shall apply only to the regular employees of the Company and shall not apply to employees on deputation or those working on dally wages, contractual and temporary appointment basis.

2.1 **Object**

The objective of the scheme detailed in these rules is to provide, as a measure of welfare, assistance to the employees of the company to own houses at their place of duty or intended place of residence after retirement.

3.1 **Definition**

'Advance' means advance for acquisition of a plot of land and construction of a house thereon, or for purchasing a ready built house or a flat, for enlarging an existing house or for construction of a new house or flat.

3.2 'Company' means RITES Ltd. and includes the projects, units, establishments and offices under its control.

3.3 'Regular employee' for the purpose of these rules means a person employed on full-time regular basis in the company and shall not include deputation, temporary/ad-hoc or daily-rated or re-employed personnel or those engaged on contract for fixed terms.

3.4 'Pay' means the basic pay special pay and officiating pay, if any, other than those drawn in a leave vacancy.

3.5 'Sanctioning Authority' means the Chairman & Managing Director or any functional Director of the Company, or, any other officer to whom the power for sanctioning the advance is delegated.

4.1 **Eligibility**

Regular employees of the Company with not less than 5 years continuous service as on the date of application for advance will be eligible to be granted an advance under these Rules.

Note:

1. In deserving cases on merit, the Chairman & Managing Director may relax the service limit of 5 years up to 3 years.

2. For the purpose of reckoning continuous services, service rendered by an employee in the Central or a State Government or a Public Sector Undertaking or a Government Institution shall also be taken into consideration, provided that there is no break in service exceeding 30 days from the date of leaving one of

these organisations and the date of joining another of these or the company as the case may be.

Purposes for Which Advance May Be Granted

5.1 The advance may be granted under these rules for any of the following purposes, provided that the House or flat is constructed or acquisition of plot of land for the purpose of such construction:

5.2 Construction of new house including the acquisition of plot of land for the purpose of such construction:

Note: Floor area of the house to be constructed should not be less than 22 square meters.

5.3 Purchase of ready-built house or ownership flat offered for sale by a Government, semi-Government institution or an autonomous agency like Housing Board, Improvement Trust, Development Authority and Registered Co-Operative Society, etc., provided

(i) the sale is an outright one and not on hire purchase basis and

(ii) the employee gets a clear title to the house/flat and has the right to mortgage it.

5.4 Purchase of a ready-built house under a self-financing housing scheme implemented by a Government, a semi-Government institution or an autonomous agency like Improvement Trust, Housing Board, Development Authority, etc.

Note : No. advance shall be granted towards initial payment of registration fee for purchase of ready-built houses or flats including those under a self-financing scheme.

5.5 Purchase of houses/flats from private parties provided that.

i. it is a new and not lived in; and

ii. it has got valued by registered valuers (for which the valuation fees shall be paid by the employee).

iii. House Building Advance shall also be admissible for an old house/flat purchased from private individuals which should not be more than 10 years old.

The earlier condition of not granting HBA if registered builder is not an owner of the plot & plot remains in the name of others, is dispensed with.

Note : The following facts will be ascertained before the advance is sanctioned in such cases.

a. The number and date of the building plan issued by the Municipal or other competent authority by reference to the original plan.

b. The date of commencement of construction and the date of completion of the house/flat by reference to the completion certificate issued by the municipal or other competent authority.

c. The tax bill and receipt issued by the municipal or other competent authority.

d. Information from the neighbourhood, if necessary.

e. while making an application for grant of HBA for purchase of an old ready-built house/flat, having a clear marketable title, the employee concerned shall be required to submit the following documents:-

1. Consent of Seller along with details of house and price agreed to:

2. Attested deed copy of the Title deed of the Owner along with title verification report issued by a Local Advocate certifying that the seller has clear valid and marketable title over the proposed house/flat

3. Attested copy of the documents showing mutation of house duly supported by current rent and taxes paid by the owner (receipt to be enclosed)

4. Document showing original cost, municipal valuation or authorised valuation of the house

5. 12 years non-encumbrance certificate from the competent authority

6. Certificate from Registered valuer indicating condition of house and the approximate age thereof and

7. Sale permission from the competent authority, if required.

8. Building plan/Site plan from Competent Authority

9. Transfer permission as applicable

10. If an employee desire to purchase a house/flat from co-operative societies, the following documents may be furnished with the application for advance:

i) Copy of the letter from the Registrar of Co-operative Societies of the concerned State, indicating that the society is registered with him.

ii) An attested copy of the Society's Title Deed in

respect of the land on which the house or flat has been built along with an affidavit from the society to the effect that the landlord and/or the house/ flat are free from all encumbrances, in addition to title verification report issued by any Local Advocate certifying that Co-operative Society has clear, valid and marketable title over the proposed house/flat

iii) An attested copy of the offer of sale of house/flat to the employee concerned indicating the total cost of the house/flat showing separately the cost of the land and the house, terms of allotment, payment etc

iv) A copy of the approved plan and detailed specification adopted for construction of the house/flat and the accommodation available therein,

v) An attested copy of the Sale deed proposed to be executed by the Society in favour of the employee

vi) A declaration from the society stating that there is no objection to the house/flat being mortgaged to the Company on such terms and conditions as will be prescribed by the Company.

vii) An attested copy of the bye-laws of the Society.

(Authority:- BoD's decision in its 281st meeting held on 09.02.2023)

5.6 Enlarging the existing house owned by the employee concerned

5.7 Repayment of the outstanding amount of a Housing Advance and interest thereon due to be paid to his former employer by an employee of the company at the time of his permanent absorption in the company.

Note : In cases where both the spouses are central Govt. or the Company Employees and are both eligible for grant of House Building Advance, the advance will be admissible to both of them jointly/separately.

Conditions for Grant of Advance

6.1 Advance is admissible for constructing a house at the place of work or at a place where the applicant wants to settle down finally after retirement.

6.2 Only one advance is admissible under these rules during the entire service.

6.3 The cost of the house to be built/purchased (excluding the cost of land) and if it is proposed to enlarge living accommodation in an existing house, the total cost of existing structure (excluding the cost of land) with proposed additions/ expansions should not exceed cost ceiling limits. In individual cases, the cost ceiling limits may be relaxed up to a maximum of 25%.

6.4 The official should not have availed of any loan or advance from other Govt. source for the purpose. However, if he undertakes to repay the outstanding loan/ advance with interest in one instalment, he may apply for advance under HBA rules.

6.5 The total amount of withdrawal from CPF/GPF and the House building advance under these rules should not exceed the cost ceiling limits laid down under the rules.

6.6 The official or his/her spouse/any of the minor children should not already own a house in the town/urban agglomeration where the house is proposed to be constructed or acquired with the advance from Govt. If however the official is a member of Hindu Undivided Family, which owns a house at the same place, he may be granted advance under these rules but the amount will be restricted to 60% of the normal entitlements.

6.7 The applicant must possess clear title of the land. The land may be owned by the official or his/her spouse jointly with the official. It should be free from encumbrances and attachments.

6.8 If the advance is for purchase of ready built house/flat from private parties' i.e., registered private builder etc., the house/flat should be new and unlived in. The applicant should get it valued at his own cost by registered valuers.

6.9 An employee desiring to purchase a house or flat from a registered co-operative society shall furnish the following documents with his/ her application for advance.

i. A letter from the Registrar of co-operative societies of the concerned state.

ii. An attested copy of the society's title deed in respect of the land on which the house or flat has been or is being built along with an affidavit from the society to the effect that the land and the house or flat are free from all encumbrances.

iii. An attested copy of the offer of sale of the house or flat to the applicant indicating the total cost of the house or flat showing separately, the cost of the land and the house and where the house along with the land is being sold to the applicant, terms of allotment and payment etc.

iv. A copy of the plan and detailed specification adopted for

construction of the house or flat and the accommodation available therein.

v. An attested copy of the sale deed proposed to be executed by the society in favour of the applicant.

vi. A declaration from the society stating that there is no objection to the house or flat being mortgaged to the company on such terms and conditions as may be prescribed by the company.

vii. An attested copy of the bye-laws of the society.

6.10 An employee desiring to construct a house on a plot of land allotted on lease to the employee by a Government or semi-Government institution like Improvement Trusts, Development Authorities, etc. shall furnish an attested copy of the lessor's letter conveying the lessor's permission to construct a house on the leased plot by the lessee.

Amount of Advance

7.1 Ceiling for the cost of House or Flat :

For new construction or purchase of a ready built flat or house the cost of building (excluding land) shall not exceed the following limits. Cost ceiling limit for the purpose of HBA (excluding the cost of plot) will be 139 times of the basic pay of the employee subject to a maximum of Rs. 1.00 crore (one crore) only.

Note :

(i) Where the sanctioning authority is satisfied on the merits of any individual case, the cost ceiling limit may be relaxed up to a maximum of 25% of the above limits.

(ii) If the cost, as estimated or on scrutiny of the estimate still exceeds the ceiling costs indicated herein, the applicant should either reduce the size of the building or delete some items of work so as to bring the cost within the prescribed ceiling.

7.2.1 For construction of a new house including the cost of land, if the advance is taken for purchases of the land also, or for the purchase of a ready built house or ownership flat, the advance, subject to adequacy of the capacity of the applicant to repay the advance being satisfactory.

Ceiling on Advance

7.2.2 **For Executives:**

Maximum Rs. 60 Lakhs for Delhi & NCR, Mumbai and Bangalore subject to repaying capacity

Maximum Rs 45 Lakhs for rest of city subject to repaying capacity

For Non Executives:

Maximum Rs. 40 Lakhs for Delhi & NCR, Mumbai and Bangalore subject to repaying capacity

Maximum Rs. 30 Lakhs for rest of city subject to repaying capacity.

(Authority:- BoD's decision in its 276th meeting held on 24.05.2022

For enlarging existing house:

For enlargement of house, the maximum amount of advance is fixed up to Rs. 10 lacs or cost of the enlargement or repaying capacity, whichever is the least.

For rural areas:

In case of construction in rural area, the amount of advance will in no case exceeding 80% of the cost of construction of the house

Note : In no case shall the amount of advance for the construction of new house or purchase of a ready built house or flat exceed the actual cost thereof.

7.3 For the purpose of calculating the admissible loan amount, the repayment capacity of RITES employee shall be calculated as below : **Advance Repaying Capacity**

a)	In cases of employee retiring after 20 years	40% of basic
b)	In cases of employee retiring after 10 years but not later than 20 years	Up to 40% of basic pay, 65% of DCRG (Death cum Retirement Gratuity) may also be adjusted
c)	In cases of employee retiring within 10 years	Up to 50% of basic pay DCRG gratuity up to 75% can be adjusted.

The total deductions towards all advances should not exceed 50% of the total gross emoluments which does not include statutory/ voluntary deductions and further in any case, total deductions including statutory deductions viz. PF, income tax etc. should not be more than 75% of total gross emoluments.

7.4 The actual amount of advance to be sanctioned shall be determined by the company on the basis of the plans, detailed specifications and estimates to be furnished by the applicant within the ceiling limit of advance prescribed above and the capacity of the employee to repay the advance.

8.1 The forms of securities and the types of cases in which they shall be obtained and when they shall be obtained are indicated below: **Security**

(a) Agreement : An agreement in form 4 shall be executed in

the following types of cases before the first installment of advance is disbursed to the applicant.

i. Purchase of a plot of land and building a house thereon.

ii. Purchase of a ready built house/flat.

iii. Where the terms of sale of land do not vest the title to it in the purchaser till the house is constructed on the land.

iv. Enlargement of an existing house.

(b) An Agreement in Form 6 shall be executed by the applicant agreeing to execute a Mortgage Deed in the prescribed form within the time specified in rule 8 (e) below:

(c) Surety : A Surety bond in form 7 shall be furnished by the applicant from a regular employee of the company who has completed at least 5 years of service (including service in the central or a state Government Department of a public sector undertaking or a Government institution) and who is of a status equal to or higher than that of the applicant before the sanctioned advance or any part thereof is disbursed. The liability of the surety will continue till the house or flat built/purchased is mortgaged to the company or till the advance together with the interest due thereon is completely repaid, whichever event happens later. If, however, the surety resigns or his services are terminated or any other event of this nature takes place, the employee concerned shall provide a substitute surety. No employee can stand surety for more than one case of Housing Advance.

(d) Collateral security : A collateral security to the satisfaction of the sanctioning authority shall be furnished by the applicant in addition, in cases the land on which the flat stands is not mortgaged by the owner of the land in favour of the Company as a security towards repayment of the advance. Such a security is not, however, required when the purchase of the flat is from a Government or a semi-government agency.

(e) Mortgage Deed :

(1) A mortgage deed in form 8 shall be executed in the following types of cases for acceptance by the sanctioning authority:-

(i) Along with the application in all cases where the applicant owns the property absolutely either by himself or jointly with his/her wife/ husband.

(ii) In cases of purchase of a plot of land for the purpose of construction of a house thereon, within 3 months of the purchase being affected.

(iii) In cases where the terms of sale do not vest the title in the purchaser till the house is erected thereon, within 3 months of the applicant acquiring the title to the property.

(2) A mortgage deed in form (9) shall be executed in cases where the property is leasehold.

(3) The mortgage in all the above cases may be effected through equitable mortgage by deposit of title deeds of the property with the Company in the areas where this is permissible under the law, and where such a mortgage is not permissible, the mortgage shall be by way of simple mortgage to be registered with the registrar or Sub-Registrar of the area concerned.

(f) Supplementary Mortgage Deeds : Execution of supplementary mortgage deed in form 9 will be necessary in case where the amount of advance originally sanctioned is enhanced or the number and the amount of instalments of repayment of advance or interest are changed subsequently.

(g) Reconveyance Deed : After the advance together with interest due thereon has been fully repaid, the property mortgaged as security for the repayment of the advance shall be reconvened to the employee by means of a deed in form 11 by or under the authority of the sanctioning authority.

Note : All the documents by way of security provided for this rule shall be signed on behalf of the company, wherever required by an officer in grade Rs.70000-200000 or any equivalent grade or higher.

9.1 In cases of construction of a new house including acquisition of plot of land for the purpose, the amount of sanctioned advance shall be paid in the following instalments:

Mode of Payment of Advance

Types of cases		Purchase of plot of land	Installments for construction			
		of house after allotting a portion, if any for purchase of plot of land as a percentage of the sanctioned advance				
		1st	2nd	3rd	4th	
1.	2.	3.	4.	5.	6.	
Single storeyed houses						
(a)	Construction		40%	40%	20%	-
(b)	Purchase of land and construction is less	20% of advance or actual coat of plot of land whichever	20%	40%	20%	-
Double storeyed houses						
(a)	New construction or enlarging an existing house	-	30%	25%	25%	20%
(b)	Purchase of land and construction	15% of advance or actual cost of the plot of land whichever is less	25%	20%	20%	20%

The first instalment shall be paid only after the sanctioning authority is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, drainage and sewerage and after the agreement in form 4 has been executed by the employee. The 2nd and 3rd installments in the case of single storeyed structure shall be disbursed after the construction has reached the plinth level and roof level respectively, and in the case of double storeyed structure, the disbursement of 2nd, 3rd and 4th installments shall be made after the construction has reached the plinth level, the roof level of the ground floor and the roof level of the first floor respectively.

9.2 The entire amount of advance may be paid in lump sum in the case of purchase of a ready-built house or flat, after the prescribed agreement in form 4 and surety bond in form 7 have been executed by the employee.

9.3 In the case of houses/flats under self-financing schemes, the amount shall be paid in such installments and at such intervals as are laid down by the authority implementing the scheme. Payment of first installment shall be made only after the prescribed agreement in form 4 and surety bond in form 7 have been executed by the employee.

9.4 In case of enlargement of existing houses the payment shall be made in two or three suitable installments after the prescribed agreement in form 4 and surety bond in form 7 or supplementary agreement in form 5 for the total amount including the enhanced amount house building advance as the case may be have been executed by the employee.

Interest

10.1 The rate of Interest on HBA shall be revised w.e.f. 1st April every year, which will be based upon the lowest rate being charged by

State Bank of India (SBI) on the 1st day of April of that year in respect of Regular Home Loan category.

(Office Order No. Pers/P&P/02-01/2022 dated 22.06.2022)

It has been decided that Mortgage / Hypothecation should be done within three months of completion of house in regard to constructions on plots or issuance of possession letter by the housing authorities / societies etc. as the case may be otherwise a higher rate of interest @ 2.5% is levied over and above the prescribed rate of interest.

10.2 Interest will be calculated on the balance of advance outstanding on the last day of each month.

10.3 If the outstanding advance is cleared either by regular recoveries from pay or by lumpsum payment during the course of a month, no interest in payable for that month as the interest-bearing balance for that month will be NIL.

10.4 In the process of recovery, the amount of advance shall be recovered first and thereafter the interest chargeable on the advance.

10.5 In working out interest-bearing balance of advance if the pay of a month is drawn late due to administrative reasons, recovery of the advance shall be deemed to have been made in the month, following the month to which the pay relates, irrespective of the actual date of its drawal.

10.6 If a part of the advance is adjustable against the gratuity due to the employee, the adjustment should be deemed to have been made on the date of retirement and no interest shall be charged beyond that date.

Procedure for Drawal of Advance

11.1 Application for the grant of advance under these rules shall be submitted in form 1 through proper channel. The following documents shall accompany the applications:

(i) A declaration in regard to house property, if any, owned by the applicant or the applicant's wife/husband or minor children at the time of application.

(ii) If the advance is required for enlarging an existing house the original sale deed, if any as well as other documents such as non-encumbrance certificate from the Register or Sub-Registrar evidencing that the applicant possesses indisputable title to the property in question. A site plan shall also be furnished.

(iii) The original sale deed or other proof of the applicant having clear title to land on which the house is proposed to be built along with a site plan, except in the case purchase of land and outright purchase of a house or flat in which case proof

of negotiations etc. shall have to be furnished.

(iv) Where a ready built house/flat is intended to be purchased, the Company before authorising payment of the advance shall require the employee to produce proof of negotiation for the purchase of a house or flat together with a copy of the building plan and the site plan and a certificate that he has satisfied himself that the transactions will enable him to acquire indisputable clear title to the house or flat

(v) Applicants who intend to construct a new house or to enlarge an existing house shall furnish a copy of each of the building plan and the site plan as well as the specifications, detailed estimates and abstract estimate in the prescribed form 3 and 2. The applicant shall get the site plan and the building plan duly approved by the municipality or other local body concerned before submitting them to the Company.

11.2 The sanctioning Authority shall get the application scrutinized from legal/personnel Division and satisfy itself of the correctness of the facts stated therein. The sanctioning authority, before according sanction shall get the existence of budget provision certified-by Finance Division

11.3 After the sanction is accorded, the borrower shall arrange to fulfil the prescribed formalities like submission of prescribed forms duly completed such as execution of agreement, mortgage deed, surety bond, as the case may be and after the aforesaid documents have been vetted, the company shall arrange disbursement of the appropriate proportions out of the sanctioned advance (in suitable instalments) as per rule 9.

11.4 In the case of purchase of land, house/ownership flat, the amount of advance shall be sanctioned by the company to the applicant, but the cheque/demand draft for the amount shall actually be given to the seller by the Company after the requisite documents are received from the employee and the necessary formalities are completed.

11.5 In the case of purchase of house/flat under self-financing schemes, payment of instalments of advance shall be made directly to the scheme-implementing authority by the Company on the execution of the prescribed agreement and completion of other formalities prescribed under these rules.

11.6 The sanctioning authority shall also ensure that:

(i) The prescribed mortgage deed is executed immediately on purchase of the land/house or flat and / or sanction of advance and the document kept in safe custody after registration if required under the law

(ii) The house is insured in the manner indicated in rule 14

immediately on its purchase/completion and kept insured till the amount of advance and interest thereon are repaid in full and that the premium receipts are regularly produced for check by accounts division.

(iii) Any amount of advance in excess of the actual expenditure incurred on purchase of land and construction of house or flat, is refunded by the employee concerned to the Company forthwith together with the interest, if any due thereon.

(iv) The property mortgaged to the Company is released immediately on the repayment of the advance and the interest thereon in full.

11.8 The outstanding balance of the advance along with interest, if any remaining unpaid at the time of retirement of an employee shall be recovered from the gratuity due to the employee and an undertaking to this effect shall be obtained from him at the time of sanctioning the advance.

Time Limits of Utilization of Advance

12.1 In the case of purchase of a plot of land, the land shall be purchased and the sale deed produced within 2 months of the sanction of the instalment of advance for the purpose.

12.2 In the case of purchase of a house, acquisition of the same and mortgage to the company shall be completed within 3 months of sanction of advance for the purpose extension of time limit, may be granted by the sanctioning authority depending upon the merits of an individual case.

12.3 In the case of purchase of a ready built flat, the applicant shall utilise the amount of advance and produce the sale deed and mortgage deed of advance within one month of the sanction of the advance. Extension of time limit may be granted by the sanctioning authority depending upon the merits of an individual case.

12.4 Any sanction for advance or its instalment, if not utilised within a period of 4 months from the date of sanction will automatically lapse

12.5 If the advance is not utilised within the time limit prescribed herein, it should be refunded in lumpsum with interest thereon failing which it shall be open to the Company to recover the advance with interest in lumpsum from the any other dues and/or by taking recourse to any other proceedings as deemed necessary.

13.1 The construction of new house or additions to an existing house as the case may be, shall be

Construction and Maintenance

(i) Carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plans

and specifications shall not be departed from without the prior approval of the company. The employee shall certify, when applying for instalments of advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the company and that the construction has actually reached plinth/roof level and that the amount already drawn has actually been used on the construction of the house The company may, if necessary, arrange to have inspection carried out by an official to be nominated by it to verify the correctness of the certificates.

(ii) Completed within 18 mounts of the date on which the first instalment of the advance is paid to the employee concerned. Failure to do so shall render the employee liable to refund the entire amount advanced to him (together with interest thereon calculated as in rule 10 above) in one lump sum. An extension of the time limit may however be allowed up to one year by the Company in case where the work of construction is delayed due to circumstances beyond the employee's control. The date of completion of the house shall be reported to the company without delay.

13.2 The house shall be maintained in good condition and repairs carried out by the employee concerned at his own cost. He shall also keep it free from all encumbrances and shall continue to pay all the municipal and other local taxes regularly until the advance along with interest thereon has been repaid to the Company in full. The employee shall furnish an annual certificate to this effect to the company.

13.3 After completion of construction of the house, annual inspection may be carried out by an authorised official of the Company under instructions from the Company to ensure that it is maintained in good condition until the advance along with interest thereon has been repaid in full. The employee concerned shall afford full facilities for all inspections herein provided for.

Note : Furnishing of false certificates shall render the employee concerned liable to suitable disciplinary action, apart from his being called upon to refund to the company forthwith the entire advance drawn by him together with accrued interest.

Insurance 14.1 Immediately on completion of construction or purchase of the house/flat, as the case may be, the employee concerned shall insure the house at his own cost of a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood and lightning, till the advance along with interest is fully repaid to the Company. A letter in form 10 should also be written to the Insurer by the employee about the interest which the Company has in the insurance policy. The premium shall be paid regularly and receipts thereon produced for inspection by the official authorised

in this behalf by the sanctioning authority. In the event of failure on the part of the employee to effect insurance against fire, flood and lightning of non-payment of premium for such insurance, it shall be lawful but not obligatory for the company to insure the said house at the cost of the employee concerned and recover the same from the employee including interest thereon @12% The employee shall in addition, be liable to disciplinary action.

15.1 The advance granted to an employee under these Rules, together with the interest thereon, shall be repaid in full before retirement of the employee by monthly instalments within a period not exceeding 25 years, repayment of principal being made in 18 years (216 instalments) and interest in 7 years (84 instalments). **Repayment of Advance**

Note : Recovery of advance granted for constructing a new house or enlarging an existing house shall commence from the month following the completion of the house or the 18th month after the date on which the first instalment of the advance is paid to the employee, whichever is earlier. In the case of advance taken for purchasing a ready built house/ownership flat, recovery shall commence from the pay of the month following that in which the advance is drawn. In case the advance was taken partly for purchase of land and partly for construction, recovery shall commence from the pay of the month following the completion of the house or the pay of 24th month after the date on which the instalment for purchase of land was drawn, whichever is earlier.

It will be open to an employee to repay the advance and or interest thereon in a shorter period, if he so desires. However, the entire advance together with interest thereon shall be repaid in full before the date on which the employee is due to retire from service.

In case an employee does not repay the balance of the advance due to the Company and the interest thereon on or before the date of his retirement, it shall be open to the Company to enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with interest thereon and cost of recovery, by sale of the mortgaged property and/or in such other manner as may be permissible under the law.

15.2 Recovery of the advance shall be effected through the monthly pay/ lease salary bills of the employee concerned by the Company.

15.3 If an employee ceases to be in service for any reason other than normal retirement/ superannuation or if he/she dies before repayment of the advance, and/or interest thereon in full, they shall become payable to the Company forthwith.

The Company, may however, in deserving cases, permit the employee concerned or his successors as the case may be, to repay the outstanding amount together with interest thereon in suitable instalments after safeguarding Company's interests. Failure on

		the part of employee concerned or his/her successor, as the case may be, to repay the advance and interest thereon for any reason whatsoever, shall entitle the Company to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible. In such cases of default if the amount realised by the sale of the property is not sufficient to cover the amount outstanding as balance due to the Company, the Company shall be entitled to proceed against the surety for the recovery of the amount, which falls short, to make good the difference.
Safeguards	16.1	Before disbursement of the first instalment of the advance, the applicant shall mortgage the land with the house to be erected thereon to the Company. The original documents of title to land shall be deposited with the sanctioning authority before drawing the second instalment of the advance.
	16.2	In the case of a ready built house, and in cases where the title to land passes to the buyer after the house is built thereon or after a prescribed period, the agreement in the prescribed form shall be obtained from the employee that he will execute the mortgage deed as soon as he acquires the title.
	16.3	Surety bonds in the prescribed form (Form 7) shall be obtained from the applicants who apply for advance for purchasing a ready built house.
Forms and Other Records	17.1	The forms and drafts of mortgage bond and other documents required under these rules shall be such as are prescribed herein which may be amended by the Chairman & Managing Director from time to time.
	17.2	Procedure for watching recovery of advance and books to be kept shall be such as prescribed by the Chairman & Managing Director.
Stamp Duty	18.1	Stamp duty chargeable on documents, registration fees and other expenses to be incurred for the completion of legal and other formalities shall be borne by the employee.
Modification/ Amendment of Rules / Deletion of Powers	19.1	The company reserves the right to modify, cancel add to or amend any of these rules and to delegate the power of sanction under these rules to any authority in the company from time to time. Such modification, cancellation, addition and amendments to any of these Rules shall not affect the advances already sanctioned unless the employees to whom such advances have been sanctioned specifically agree to the same.
Interpretation	20.1	The power to interpret the rules shall rest with the Chairman & Managing Director, whose decision shall be final.

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FORM NO. 1

APPLICATION FORM FOR USE BY RITES EMPLOYEES FOR THE GRANT OF AN ADVANCE UNDER THE RULES REGULATING THE GRANT OF ADVANCES TO THEM FOR BUILDING PURCHASE OF HOUSES/FLATS.

1. (a) Name (in block letters) _____
   (b) Designation _____
   (c) Department, office and Station in which employed _____
   (d) Scale of Pay _____
   (e) Present pay (exclusive of allowances but including Dearness Pay, if any) _____

2. Place and address where the house/flat is proposed to be built/enlarged.

3. Please state :

Whether you are a regular employee of Company thereof	Date of your appointment in the company & the grade	Date of birth & age next birthday	Date on which you will attain the age of 60 years	Is your wife/husband a Central Govt./ Public Sector Undertaking employee If so, give her/his name, designation, office, etc.
1	2	3	4	5

4. Do you or does your wife/husband/minor child already own a house? If so, please state -

Station where it is situated	Floor area (in Sq.ft.)	Its approximate valuation	Reasons for desiring to own another house with exact address, or enlarging living accommodation in an existing house, as the case may be
1	2	3	4

5. Do you require the advance for building a new house. If so, please indicate :

(a)

Approximate floor area of the house proposed to be constructed (in Sq.mt.)	Estimated Cost		Amount of		No. of years in which the advance with interest is proposed to be repaid
	Cost of Land	Cost of building	Total	advance required	
1	2	3	4	5	6

NOTE : Entries in Cols. 2-4 will have to be supported by specifications/ estimates and plans at the appropriate stage in the prescribed forms.

b. Whether you are already in possession of the land? If so, please state-

Name of city or town where it is located	Whether you wish to settle there after retirement	Area of the plot (in Sq.mt.)	Name of the Municipal or other local authority (if any) in whose jurisdiction it is located.
1	2	3	4

c. If no plot of land is already in your possession, how and when do you propose to acquire one, state the approximate plot area (in sq.m.) proposed to be acquired and enclosed an attested true copy of a letter from the seller of the plot that subject to the settlement and payment of the price, he can hand over to the applicant the vacant possession of a clearly demarcated developed plot of land within a period of two months from the date of the letter.

6. Do you require advance for enlarging living accommodation in an existing house, if so, please state

'No. of rooms in the house excluding lavatory, bathroom & kitchen	Total floor' area of the rooms (in sq.m.)	If an additional storey is proposed to be added is the foundation strong enough ?	Particulars of			Amount of advance desired to be repaid	No. of years which the advance with interest is proposed
			No. of rooms	(in sq.m.)	Estimated cost		
1	2	3	4	5	6	7	8

Note : A plan of existing house should accompany the application

7. Do you require the advance for purchasing a ready made house?

a. (i) If so, and in case you already have a house in view, state :

Exact location of the house (in sq.m.)	Floor area of the house (in sq.m.)	Plinth area of the house (in sq.m.)	Approximate age of the house	Municipal valuation of house	Name & address of the owner	Approximate price expected to be paid	Amount of advance required	No. of years in which the advance with interest is proposed to be repaid
1	2	3	4	5	6	7	8	9

ii. Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house?

b. If you do not already have a house in view, how, when and where do you propose to acquire one, indicate:-

The approximate amount upto which you will be prepared to buy a house	The approximate amount of advance required	No. of years in which advance with interest is proposed to be repaid
1	2	3

The details specified in 7(a) above should be furnished in this case also as soon as possible and in any case before the full amount of the advance can be drawn.

8. Is the land on which the house stands or is proposed to be constructed freehold or leasehold, if leasehold, state :

The term of lease	How much of the term has already expired	Whether conditions of the lease permit the land being mortgaged to Company	Premium paid paid for the plot	Annual rental value of the plot
1	2	3	4	5

Note : A copy of the lease/sale deed should accompany the application.

9. (a) Is your title to land/house undisputable and free from encumbrances?

(b) Can you produce, if required, original documents (sale of lease deed) in support of your title? If not, state reasons therefor indicating what other documentary proof, if any, can you furnish in support of your claim?

(c) Does the locality in which the plot of Land/house is situated, possess essential services like-roads, water supply, drainage, sewerage, street lighting etc?

(Furnish a site plan with complete address).

10. (i) Name and designation of the Surety

(ii) Present Pay (excluding allowances but including DP & DA) of surety (enclose) attested copy of latest pay slip)

(iii) Date of superannuation of surety

11. In case you have already made a final withdrawal from your provident fund for the construction or acquisition of a house/flat or a residential plot, please furnish the particulars of the amount drawn, the date of the drawal etc.

12. In case you happen to be due to retire from employment within 20 years of the date of application, do you agree to authorise the Company to adjust the outstanding amount of advance with interest against the gratuity or any other dues admissible to you?

DECLARATIONS

1. I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

2. I have read the Rules regulating the grant of advances to RITES Employees for building etc. of houses, and agree to abide by the terms and conditions stipulated therein.

3. I certify that:

   (i) my wife/husband is not a Central Government/Public Sector Undertaking employee. My wife/husband who is a Central Government/Public Sector Undertaking employee has not applied for and/or obtained any advance for the same purpose.

   (ii) neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any Government source (e.g., Ministry of Rehabilitation or under any Central or State Housing Scheme) or drawn an advance or made a final withdrawal from any Provident Fund in connection with the acquisition of a house.

   (iii) that the house/flat proposed to be purchased/constructed/enlarged is required for my bonafide personal use.

   (iv) that the construction of the house/ flat for which the advance has been applied for, has not yet been commenced.

Station : Signature of the applicant

Dated : Designation:

Department/office in which employed _____ *

strike out the alternative(s) not applicable.

(To be completed by the applicant's Head of Department)

No._____ Station _____ Date _____

1. I have scrutinised the application in terms of the Company Rules and have satisfied myself of the correctness of the facts etc. stated therein and that the applicant possesses a clear title to the property in question.

2. It is recommended that an advance of Rs. _____ (Rupees _____ _____ only) may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions made from the applicant's salary, that this amount is well within his repaying capacity.

Signature

Name

Designation

Name of the Department

Name of the signing officer should also be indicated in block letters below his signature.

FORM NO. 2

Abstract of cost of original estimates and detailed specifications (based on details in Form No. 8) for grant of advance to RITES employees for the building of houses.

Amount

Name

Designation

Locality and address in which the house is proposed to be constructed.

Item No.	Sub head & items of work	Quantity or No.	Rate per	Amt.	Total
1	2	3	4	5	6
1.	Earth work (earth work excavation for foundations and disposing of the surplus earth etc.)	1000 Sqm			
II.	Concrete Work (Foundation concrete with cement or lime using stone or brick ballast either below floors or for footings)	100 Sqm			
III.	Damp proof Course (Concrete on rich cement mortar or bitumenistic compound)				
IV.	Roofing Work (RCC Asbestos or any other type of suitable roof)				
V.	Reinforced cement				
VI.	Masonry (Brick, stone concrete, blocks walls etc.)				
VII.	Wood work (for doors and windows wooden scantlings for roofs etc.)				
VIII.	Steel work (for reinforcements holdfasts, window bars. etc.)				
IX.	Flooring (Concrete, stone or marble chip etc.)				

Item No.	Sub head & items of work	Quantity or No.	Rate per	Amt.	Total
1	2	3	4	5	6
X.	Finishing (Plastering, pointing colour or white washing painting etc.)				
XI.	Miscellaneous (like Rain water pipes/ shelves Jalis, chulas pegs,Hooks for fans etc.				
XII.	Sanitary installations (Closets, connections pipes manholes, drains etc.				
XIII.	Water Supply (Taps, water meters,water tanks, G.I.Pines etc.)				
XIV.	Electricity (Electric Points, meters, Connections lines etc.)				
Total Cost					

Date _____ Signature of the applicant

Note : The abstract is to be typed on a separate sheet (including the actual details of works/rates etc. proposed to be adopted) and attached to the application at the appropriate stage.

FORM NO. 3

DETAILS OF MEASUREMENTS

NAME OF WORK QUANTITIES HAVE BEEN WORKED OUT FOR THE APPROVED PLAN

No.	Details of work	Measurements	Quantities	L B H
1.	Earth work in exca-vation in foundation trenches in ordinary soil			
2.	Filling available excavated earth in plinth sides of foundations etc.			
3.	Providing and laying cement concrete 1:5:10 in foundation, etc.			
4.	Providing and laying 38 mm thick long wall.			
5.	Applying a coat of residual petroleum bitumen 80/100.			
6.	2nd class brick work in cement mortar 1:6 in foundation and plinth			
7.	2 nd class brick work in superstructure in CM 1:6 up to floor 2 level.			
8.	R.C.C. 1:2:4 in suspended floors roof landings, balconies upto floor 2 level			
9.	R.C.C. I:2:4 in Chhajjas upto floor 2 level.			
10.	R.C.C. 1:2:4 up to floor 2 level in lintels beam, etc.			
11.	Centering, shuttering suspended floors landing, balconies etc.			
12.	Mild steel reinforcement for R.C.C. work.			
13.	Cement concrete floorings 1:2 40 mm thick.			
14.	Providing wood work in frames of Doors etc.			
15.	Providing and fixing 38 mm thick pamelled glazes shutters of doors windows.			
16.	10 mm (thick) mud phaska of clamped brick arch and covered with flat tile bricks.			
17.	12 mm cement plaster 1:6 or any other mix.			
18.	White washing with lime of new work.			
19.	Appling priming coat with ready mixed primer of approved brand.			
20.	Painting two or more coats.			
21.	Providing and fixing steel Compound gate.			

Note : Details like long wall, cross wall, doors, windows etc. are to be included.

FORM NO. 4

AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE BY RITES EMPLOYEEs FOR BUILDING ETC. OF HOUSE.

AN AGREEMENT MADE THIS _____ day of _____ Two thousand and _____ between _____ Son/daughter/wife of Shri _____ residing at _____ (hereinafter called the"Borrower" which expression shall unless excluding by or repugnant to the subject or context include his /her heirs, executor, legal representatives and administrators) of the ONE PART and the Managing Director, RITES Ltd. (hereinafter called "the Management" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS the Borrower desires to

purchase land and construct a house thereon or enlarge living accommodation in his/her house

purchase a ready-built house /flat

repay a loan taken by the borrower for construction or purchasing a house/flat described in the Schedule hereto annexed hereinafter referred top as the " said property".

AND WHEREAS the Borrower has under the provisions of the rules framed by the Management to regulate the grant of advances to RITES employees for building etc. of houses (hereinafter referred to as the said Rules" which expression shall, where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Management for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the borrower

*(1) to purchase the said land and construct a house thereon

*(2) to enlarge living accommodation in his/her house

*(3) purchase a ready build house/flat

*(4) to repay a loan taken by the borrower for constructing or purchasing a house/flat, as aforesaid

*Strike out whichever is not applicable.

And the Management has sanctioned an advance of Rs. _____ (Rupees_____ only) to the Borrower vide Office Letter No. _____ dated _____, a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

AND WHEREAS one of the conditions for the aforesaid advance is that the Borrower should secure the repayment of the said advance by a first mortgage by deposit of title deeds in respect of the said property together with building erected and / or to be erected thereon and the Borrower shall duly observe all the terms and conditions of the said Rules and orders that may be issued from time to time by the Management regulating the grant of house building advance.

NOW THESE PRESENTS witness and it is hereby agreed by and between the parties hereto as follows:

1. That in pursuance of the said Rules and in consideration of the sum of Rs. _____ (first instalment) to be paid by the Management after the execution of this Agreement and the sum of Rs. _____ (balance amount to be paid and / or such further additional advance or advances that may be granted by the Management to the borrower as provided in the said Rules, the Borrower hereby agrees with the Management:

   *(a) to repay to the Management the said amount of Rs. _____ (Rupees _____ only) with interest calculated in accordance with the said rules for the time being in force by _____ monthly instalments of Rs. _____ to be deducted from his pay as provided for in the said rules from the month of _____ two thousand and _____ or from the month following completion of the house, whichever is earlier and the Borrower hereby authorises the management to make such deductions from his monthly pay/leave salary / subsistance allowance bills of the amount of such instalment and the Borrower shall after paying the full amount of the advance also pay interest thereon in _____ monthly instalments in the manner and on the terms specified in the said Rules. It will however be open to the borrower to repay the advance and interest in a shorter period.

*(b) Within two months from the date of the receipt of the aforesaid amount of Rs. ____(Rupees _____only) or within such further time as the Management may allow in this behalf to expend the aforesaid amount in the purchase of land and to produce for inspection of the management the sale deed in respect thereof failing which the Borrower shall be liable to refund forthwith the entire amount of advance to the management together with interest thereon.

*(ii) Within three months from the date of receipt of the aforesaid advance of Rs. _____ (Rupees _____ only) to expend the aforesaid amount * (in the purchase of the said ready built house /flat) *(in the repayment of the loan taken by the Borrower for constructing or purchasing the said house) and to complete the acquisition redemption of the said house and mortgage it to the management failing which the Borrower shall refund the advance together with interest to the management forthwith unless an extension of time is granted by the management.

*mention whatever is applicable and strike off if not applicable.

*(iii) to complete construction /enlargement of the said house within _____ months of _____ strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the management.

2. That if the actual amount paid for the purchase of land and building a house thereon / enlarging the said living accommodation / purchase of the ready built house /flat is less than the amount received under these presents by the Borrower to repay the difference to the Management forthwith.

3. To execute a document mortgaging the said house/land alongwith the house to be built thereon to the management as security for the amount advanced to the Borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.

4. AND IT IS HEREBY AGREED AND DECLARED THAT (if the land is not purchased and the sale deed therefore not produced for inspection of the management within two months of the date of drawal of the part of the advance for that purpose) or if the house /flat is not purchased redeemed and mortgaged within three months of the drawal of the advance) or if the borrower fails to complete the construction of the said house as herein before agreed, or if the Borrower becomes insolvent or quits the service of the Management or dies, the whole amount of advance together with the interest accruing thereon shall immediately become due and payable to the Management.

5 Without prejudice to any other right of the Management in that behalf, if any, amount becomes refundable or payable by the Borrower to the Management, the Management will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

6. The stamp duty payable in respect of these presents shall be borne and paid by the Management.

THE SCHEDULE ABOVE REFERRED TO :

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and the Managing Director/RITES has caused Shri _____ for and on his behalf to set his hand the day, month and year first before written.

Signed by the said Borrower:

_____
Signature of the Borrower

In the presence of

1st Witness _____ Address _____Occupation _____

2nd Witness _____Address _____Occupation _____

Signed by Shri _____ of RITES _____ for and on behalf of the Managing Director, RITES.

In the presence of

1st Witness _____ Address _____Occupation _____

2nd Witness _____Address _____Occupation _____

FORM NO. 5

SUPPLIMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made at _____ on this the _____ day of _____ two thousand and _____ between Shri _____ Son of _____ (herein called "The Borrower" which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the ONE PART AND RITES Ltd. (hereinafter call " The Company" which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns) of the OTHER PART.

WHEREAS THE Borrower has already entered into an Agreement with the Company on the _____ day of ___ to borrow a sum of Rs. _____ for the purchase of land at _____ and construction of a house thereon /enlarging living accommodation / purchase of a ready built house / flat at _____ and more particularly described in the Schedule hereto and in the Schedule referred to in the said Agreement dated _____ (hereinafter referred to as the said Property).

AND WHEREAS the Borrower was sanctioned and had obtained an advance of Rs. _____ (Rupees _____only) for the said purpose.

AND WEHEREAS the Borrower has approached the Company for a further advance of Rs. ____ for the said purpose.

AND WHEREAS the Company has agreed to sanction the said further advance of Rs. __ ___ (Rupees _____ only) to the Borrower on the same terms and conditions with a stipulation that the Borrower shall mortgage the said property/ create a further mortgage in respect of the said property already mortgaged in favour of the Company.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in consideration of the sum of Rs. _____ to be paid by the Company after the execution of this agreement as and by way of further advance to the Borrower for the said purpose as provided in the Rules and that the terms and conditions in the Agreement dated _____ entered into between the Borrower and the Company will remain in full force and effect and will apply to the further advance agreed to be granted by the Company to the Borrower, this Agreement shall be treated as Supplemental to the said Agreement dated _____
2. That the Borrower shall execute a deed of mortgage :/ create an equitable mortgage in respect of the said property in favour of the Company for the saif further advance of Rs. _____ (Rupees _____ only) sanctioned by the Company to the Borrower together with interest thereon payable in accordance with the Rules of the Company in such form and within such time as may be prescribed by the Company.
3. That this agreement shall be supplemental and part of the said Agreement dated _____ and that the borrower shall be bound by the said agreement and the terms and conditions contained therein as well as herein.
4. That the stamp duty payable on these presents shall be borne by the Borrower.

SCHEDULE REFERRED TO ABOVE

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED by the within named Borrower Shri _____ (borrower)

In the presence of

1st Witness _____ Address _____Occupation _____

2nd Witness _____Address _____Occupation _____

Signed and delivered by the within name RITES Ltd. through Comapany

Shri _____ its _____ For and on behalf of RITES

In the presence of

1st Witness _____ Address _____Occupation _____

2nd Witness _____Address _____Occupation _____

FORM NO. 6

AGREEMENT TO MORTGAGE

In consideration of RITES LIMITED CALLED "THE Company") having at my request agreed to grant a loan of (Rs. _____) (Rupees _____ only) under RITES Employees Housing Advance Rules, I hereby undertake that so long as I am indebted to the Company to execute by way of security, Mortgage with or without possession at the option of the Company in favour of the Company of all my rights title and interest in the Ownership Flat/House/Plot of land described in the Schedule hereto which I have agreed to buy and over which there are no subsisting encumbrances or charges within 14 days of allotment of the ready built flat, house or plot of land at _____ to execute such mortgage, such mortgage to secure the repayment of all the moneys due or to become due from me to the Company and in the meanwhile I shall not create any Mortgage charge or other encumbrance on or sell, exchange, lease or otherwise deal with or dispose of the said flat, house or plot of land and the said flat, house or plot of land shall always remain my sole and exclusive property and free from all encumbrances.

And in further consideration of the premises and in pursuance of the agreement aforesaid I do hereby frevocably and unconditionally nominate, constitute and appoint the Company or any officer of the Company nominated for the purpose as the Attoney to create and execute in favour of the Company at my costs as to stamp duty and solicitors' charges etc. and to get registered the Deed of Mortgage of the said flat, house or plot of land, on my failure to do so within the said period of 14 days of the allotment.

And I do hereby also authorise the said Attorney to do all the acts necessary in relation to the said flat, house or plot of land, all my rights title and interest therein particularly and including the following:

a. To sign and execute all the documents, papers in relation to the purchase of the said flat.

b. To sign and execute all the necessary papers for becoming a member of the Society to be formed by the purchasers of the Flat in the building and exercise all the rights as a member.

c. To sign and execute all the necessary papers for transfer of the building by the owner builder of the building wherein the flat is situated in favour of the society.

d. Generally to do all acts as a purchaser of the flat and a member of the society.

And I do hereby authorised and empower the Company to appoint any person or person as its substitute or substitutes to exercise, execute and carry out all the powers, acts, deeds and things which the Company itself is hereby authorised and empowered to exercise, execute and carry out and to remove any such substitute or substitutes or appoint another in his or their place or places from time to time.

And I hereby agree to ratify and confirm all and whatsoever the Company or any person appointed by the Company may do or cause to be done by virtue and in pursuance of the said authority hereby given to the Company.

SCHEDULE ABOVE REFERRED TO

Desciption of the flat

Flat No _____ on the _____ Floor in the _____ building at _____.

Dated at _____ this _____ day of _____ 200

_____

Signature of Borrower(s)

Witness

1

2

Section – II :

RITES Employee Multipurpose Advance Rules

Objective 1.1 The Multipurpose Advance (MPA) is given to provide financial assistance to the employees for their various needs like marriage of self or children, education of self or children, purchase of household appliances including purchase of computer, vehicle, furniture and home furnishing requirements etc. by replacing all other existing advances except HBA & Festival Advance.

Scope 2.1 These rules shall apply only to the regular employees of the company and does not apply to the employees on deputation or those working on daily wages, contractual and temporary appointment basis.

Eligibility 3.1

- Regular employees of the company with not less than 5 years' continuous service including period of contractual service, provided they have completed minimum 2 years of regular service in the Company are eligible for advance.
- Employees joining RITES on permanent absorption/ deputation from other PSUs / Govt. Organizations and subsequently absorbed in the company shall also be eligible if they have completed 5 yrs. of continuous service, including the service in previous PSU/Govt. Deptt.

Amount of Advance 4.1

i. Rs. 5 lacs for Non-Executives below the level of Section Officer

ii. Rs. 6 lacs for Section Officer to Manager level

iii. Rs. 7 lacs for Senior Manager to Addl. General Manager level

iv. Rs. 10 lacs for General Manager & above level

(Office Order No. PP/21/2022 dated 10.02.2022)

The amount of advance admissible is subject to repaying capacity of the employee and budget allocation by the Company for multipurpose advance every financial year.

5.1 The advance may be drawn partially in maximum 3 installments.

An employee can be sanctioned the MPA to a maximum number of 3 times during the entire service once in a calendar year subject to liquidation of the earlier advance and repaying capacity.

(Office Order No. PP/21/2022 dated 10.02.2022)

Interest 6.1 The rate of interest of MPA shall be the 3-year Marginal Cost of Funds Based Lending Rate (MCLR) of State Bank of India prevalent

at the time of sanction of MPA.

(Office Order No. PP/21/2022 dated 10.02.2022)

The advance shall be recovered in maximum 84 installments (Principal + interest) from the salary, subject to remaining number of months of service of the employee.

Company reserves the right to change the rate of interest at any point of time.

7.1 The repaying capacity of the applicant to repay the advance shall be worked out before grant of advance in order to ensure that the principal together with interest thereon, is fully recovered before the applicant retires from the service. **Repayment**

The total deductions towards all advances should not exceed 50% of the total gross emoluments which does not include statutory/ voluntary deductions and further in any case, total deductions including statutory deductions viz. PF, Income tax. etc. should not be more than 75% of total gross emoluments.

8.1 The employee shall have the option of pre-payment of the entire outstanding balance in one installment at any time during the currency of the loan, subject to realization of interest as applicable till that month. **Mode of Payment**

9.1 The security shall be obtained in the form of Agreement & Surety Bond. The surety bond from two employees shall be furnished by the applicant who have completed at least 5 years of service and who is of any status before the sanctioned advance or any part thereof is disbursed. **Security**

(Office Order No. PP/017/2020 dated 03.03.2020)

10.1 **Procedure of Sanction**

- Sanctions will normally be done on First come first served basis from H.Q., limited to budget allocation for the year, satisfactory evidence of the purpose of utilization of loan submitted by the employee.
- Vertical Head/HR shall be the sanctioning authority for sanction of MPA.
- Application of MPA shall be made by the employee in the prescribed format (Annexure - I).
- Documents to be submitted along with loan application are at Annexure-II.
- Evidence of utilization e.g. in case of purchase of vehicles, equipments, fee payment, purchase of furniture/furnishing items, copies of invoices will be submitted within 30 days

of drawl of loan, failing which loan should be returned immediately and on any delay, penal interest at 1% will also be charged and advance recovery can be accelerated/ made of any dues.

(Office Order No. PP/21/2022 dated 10.02.2022)

- In case of a large number of applicants are received, the Management reserves the right to prioritize cases for sanction.

It may be noted that the amount of Multipurpose advance so granted shall be minus the existing advances other than HBA/Festival Advance taken by the employee as per earlier policy.

****

Annexure – I

RITES LTD.

APPLICATION FOR MULTIPURPOSE ADVANCE

1.	Name of the Applicant	:	2.	Employee Number
3.	Designation	:	4.	Place of Posting
5.	Present basic pay	:	6.	Pay scale
7.	Purpose for advance	:	7(a).	Contact No.
8.	Date of appointment Date of Birth Date of superannuation	:		
9(a) (b)	Amount of advance required Earlier advances, if any Amount of advance & interest Accrued thereon (on the date of application)	:		
10.	No. of installments in which the Advance is desired to be repaid			
11.	Whether Multipurpose Advance Availed earlier with balance Outstanding.			
12.	Names & signatures of Sureties a) Designation b) Basic Pay c) Date of superannuation		1.	2.
13	a) Certified that the information furnished above is correct. b) Certified that I have read the rules and will abide by them.			

I hereby authorize the company to recover any outstanding amount from my settlement dues.

(Signature of Applicant)

Dated :

Certified that I am satisfied with the particulars given above and the case is recommended. (to be signed by controlling officer not below the rank of Jt.General Manager scale Rs. 36600-62000 or equivalent).

Signature of the Head of Deptt.

Designation :

(Note : Papers attached with application should be duly signed by employee).

Annexure – II

DOCUMENTS TO BE ATTACHED WITH THE APPLICATION

Documents to be enclosed :

i. Photocopy of latest pay slip.

ii. For Marriage of self or children - Marriage card/Invitation card & dependent certificate.

iii. Education of children – Details of Expenditure from the Institute.

iv. Purchase of vehicle & Electronic appliances including computer & other domestic requirements - Quotation

v. Furnishing/furniture for House – Estimate

CHAPTER – XV

PROMOTION POLICY AND RULES

Title, Commencement & Applicability

1.1 These are called “Promotion Policy and Rules”.

1.2 These have come into force with effect from September 1, 2003.

1.3 These are applicable to regular RITES employees in Executive and Non-Executive cadres who are on regular rolls of the Company including those who are sent on deputation / secondment to other Organization(s); but exclude the following:

(i) Those who are appointed for a limited tenure, such as appointments on contract basis for a particular period/ specific assignments or project etc. or are appointed on contract in IDA scales of pay, superannuated persons re- appointed in the Company’s service or are serving Company on extension of service after attaining the age of superannuation and those appointed on a purely casual or temporary basis or on ad-hoc basis for a fixed tenure;

(ii) Those who are on deputation to the Company OR who retain lien on the service of the parent organization (except for the post of Executive Director) till the termination of the lien and absorption in the Company and

(iii) RITES employees appointed on regular basis in other Organizations, but whose lien is retained in the Company

Definitions

2.1 “Company” means RITES Ltd.

2.2 “Board” means the Board of Directors of the Company.

2.3 “CMD” means the Chairman and Managing Director of the Company.

2.4 “Competent Authority” shall mean the CMD for promotion & allied activities of Executive Cluster-III & above (i.e., AGM & above level), Directors for employees up to Executive Cluster-II (i.e., up to DGM / JGM level) and Vertical Head for Non-Executives.

(RITES SoP dated 22.06.2023 (clause 25.1) and Office Order No. PP/45/2023 dated 16.11.2023)

2.5 “Disciplinary Authority” shall mean an Authority as specified under ‘RITES (Conduct, Discipline and Appeal) Rules, 1980’.

2.6 “Eligibility Period” means minimum length of ‘qualifying service’ required to be rendered by an employee in his existing grade/ scale of pay for being considered for selection for promotion to the next higher grade/scale of pay in his line of promotion, subject to fulfillment of all other requirements laid down in these Rules.

Promotion Policy - Basic Principles and Objectives	3.1	To provide adequate avenues of career advancement at all levels commensurate with merit, suitability, performance and professional attainments of the employees, keeping in view the business needs of the Company to sustain in the competitive environment;
	3.2	To augment Training, Human Resource Development and placement initiatives along with suitable incentives, so that employees acquire requisite academic /professional qualifications for furthering their career prospects along with personal growth;
	3.3	To maintain high employee morale in the Company;
	3.4	To provide a transparent system and procedures for the career development;
	3.5	The guiding principle underlying the Promotion Policy of the Company aims at generating career growth from within the Organization. It will be the Company's endeavor to look within the organization for suitable persons with requisite academic/professional qualifications, expertise & skills and merit for filling up the posts for manning the levels of hierarchy by the right and capable personnel;
	3.6	Notwithstanding anything stated above, the Company reserves its right to take recourse to lateral inductions at all levels, more particularly at the induction levels, as specified in these Rules, from outside, to the extent considered necessary to ensure infusion of new blood and fresh outlook and to meet the requirement. Before taking recourse to lateral induction, the internal eligible employees will however be considered first.
	3.7	Based on the above principles, the Company's Promotion Policy has been framed with the following objectives:
	3.7.1	To provide adequate opportunity, encouragement and career growth to the employees consistent with their contribution to the growth of the Organization. RITES will endeavor to motivate and enthuse its employees at all levels for better and more effective performance for rewarding them with promotion, commensurate with their merit and ability;
	3.7.2	To ensure fairness, consistency and uniformity in the matter of promotions;
	3.7.3	To provide equality of opportunity to all its employees for growth and career prospects; and
	3.7.4	To enlighten the employees of the kind of promotion opportunities and the basis/ manner in which promotions will be effected.
Promotion Rules	4.1	Classification of Posts For the purpose of these Rules, various posts in operation in the Company have been divided into two cadres, namely:

- Executive Cadre
- Non-Executive Cadre

4.1.1 Executive Cadre

Executive Cadre consists of Engineer / Jr. Manager (Rs. 30,000-1,20,000 / IDA) and above up to Executive Directors (Rs.1,50,000-3,00,000 / IDA). Posts in Executive Cadre have been grouped into following 4 clusters w.e.f. 01.09.2008:

Cluster	Designation	Scale of Pay (Rs.)	
		IDA	CDA
E-I	Engineer / Jr.Mgr	30000-120000	-
	AM and equivalent	40000-140000	44900-142400
	Managers and equivalent	50000-160000	53100-167800
	Sr.Manager and equivalent	60000-180000	67700-208700
E-II	DGMs	70000-200000	78800-209200
	JGMs	80000-220000	-
E-III	AGMs	90000-240000	123100-215900
	GMs	100000-260000	131100-216600
E-IV	GGMs	120000-280000	144200-218200
	EDs	150000-300000	144200-218200

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

(A) Cadre Strength

The cadre strength of the Executive cadre is notified from time to time with the approval of competent authority.

The existing cadre-wise sanctioned strength of Executives & Non-Executives, is tabulated at Annexure-I.

(RITES Office Order Nos. PP/115/2022 dated 24.08.2022, PP/138/2022 dated 16.12.2022)

(B) Cadre Strength of Executive Directors

There are 10 posts of Executive Directors (EDs) in IDA Pay Scale of E-9, cadre-wise distribution of which is as under:

Cadre	**No. of Posts in**
E-9 Pay Scale (ED)	
Civil Engineering	03
Mechanical Engineering	03

Electrical and Signalling & Telecom (ES&T) Engineering	01
Finance	01
Human Resources (HR)	01
All Cadres	01
Total	**10**

The actual deployment of E-9 officers to head a particular Vertical or Region or Operational activity etc. at any stage shall be need-based as identified by the functional Directors and as approved by CMD. Further, Chairman and Managing Director is authorized to operate posts up to Cluster E-IV (E9) level as and when needed out of the existing sanctioned cadre, or, by transferring an element of such post from one discipline to another.

(RITES Office Order No. PP/138/2022 dated 16.12.2022)

4.1.2 **Non-Executive Cadre**

Non-Executive Cadre consists of posts of Messengers, Field Helpers etc., presently in the grade of Rs. 16,000-60,000 (IDA) / Rs.18,000-56,900 (CDA) and above up to Sr. Technical Asstt. / SO etc. in the grade of Rs.29,500-1,11,000 (IDA) / Rs.35,400-1,12,400 (CDA). Posts in Non-Executive Cadre have been further grouped into 3 Clusters as under :

Cluster	Designation	Scale of Pay (Rs.)	
		CDA	IDA
NE-I	Messenger, Field Helper, Mali, Security Guard, Cook cum care taker etc.	18000-56900	16000-60000
NE-II	Jr. Asstt. / Technician Gr-III / Driver Gr-III	19900-63200	20000-66000
	Asstt./Tech.Gr-II/Driver Gr-II	25500-81100	22000-83000
	Tech.Gr-I/Spl. Driver, DEO, etc	29200-92300	24000-90000
NE-III	Sr.Asstt./TA/Driver Gr-I	35400-112400	26000-96000
	Sr.TA/S.O./Driver Gr-I	35400-112400	29500-111000

(RITES Office Order No. PP/11/2022 dated 19.01.2022)

4.2 General Rules for Promotions

4.2.1 (A) Promotion means

Promotion shall mean movement of an employee from a post/grade to a higher post/grade along the line of promotion in his discipline, as prescribed in these rules. Jumping of scale(s) shall not be allowed, save in specific case(s) for Selection Posts, as may be specified in these Rules.

(RITES Office Order Nos. PP/87/2018 & PP/88/2018 dated 04.10.2018 and PP/45/2023 dated 16.11.2023)

4.2.1 (B) All appointments on promotion are on or after 30.09.2009 are done only in IDA scales.

4.2.2 (A) Completion of prescribed 'Eligibility Period':

All promotions shall be subject to completion of prescribed 'Eligibility Period' on the cut-off date i.e. 31st December of the year in which selections occur and and as per other requirements as laid down in these Rules. Mere completion of "Eligibility Period" or fulfillment of eligibility criteria etc. will not confer any right on an employee for his promotion.

(B) Consideration of Seniors

It may so happen that in some cases, the senior officers may not have completed the required service whereas the juniors may have completed the prescribed eligibility condition for promotion. In such cases, seniors will be left out from consideration for the higher post. To avoid such a situation, following note has been inserted in the recruitment rules / column in the schedule to the Recruitment Rules.

Note :

Where juniors who have completed their qualifying / eligibility service are being considered for promotion, their seniors would also be considered; provided they are not short of the requisite qualifying / eligibility service by more than half of such qualifying / eligibility service or two years, whichever is less, and have successfully completed probation period; for promotion to the next higher grade along with their juniors who have already completed such qualifying / eligibility service.

4.2.3 Seniority

Seniority for promotion will be maintained, cadre wise, in each pay-scale up to and including the level of General Managers. However, for selection to the post of GGM, all GMs from various disciplines will form a common seniority subject to their fulfilling eligibility conditions laid down in the rules. For selection to the post of ED, all GGMs will be considered subject to their fulfilling eligibility conditions laid down in the rules, they being executives of the eligible cadre as mentioned in Para 4.1.1 (B) above. The inter-se seniority of eligible GGMs shall be based on their dates of entry/promotion to the post of GGM.

(RITES Office Order No. PP/114/2022 dated 22.08.2022)

4.2.4 Promotions subject to availability of vacancy:

Promotions within the same cluster up to and including Executive Cluster – II shall be allowed subject to eligibility, suitability and fulfillment of other requirements under these rules; vacancy not being a constraint. Selection to the post of GM within Cluster-III and ED within Cluster-IV would be subject to availability of a vacancy. Promotions from one cluster to higher cluster shall be subject to availability of vacancy which shall be calculated as prescribed in these rules.

For selections needing availability of vacancies, the ratio of number of vacancies to number of candidates to be called for selection will be kept at 1:4 i.e., against one vacancy four eligible candidates in order of seniority will be called for selection.

(RITES Office Order No. PP/28/2021 dt. 01.04.2021 and PP/45/2023 dated 16.11.2023)

In case, some of the candidates in the zone of consideration have failed or have refused to appear in selections for the same post for two or more times in the past; the zone of consideration will be extended to the extent of such number of candidates. The panel shall be approved to the extent of vacancies assessed for promotion.

Extended panel for promotion:

Extension of panel on account of retirement of an empanelled candidate shall also be considered up to 31st March of the selection year. Empanelled candidates who are promoted from January to March on availability of vacancies shall be given seniority at par with other candidates from same panel.

Employees on deputation to RITES, RITES employees on deputation to other CPSEs / Organizations, and those posted on CV based assignments or Foreign Projects shall be counted against 'On Roll' position.

(RITES Office Order No. PP/114/2022 dated 22.08.2022)

4.2.5 Screening Test for Inter-Cluster Promotions
(in both Executive and Non-Executive Cadres)

For inter-cluster promotions (i.e. promotion from top rung of a Cluster to the lowest rung of next higher Cluster), up to and including the level of AGM; candidates will be required to undergo a Screening Test of qualifying nature. Minimum qualifying marks in the Screening Test will be 60% for General candidates (50% for SC/ST).

The Screening Test, being only qualifying in nature, the marks secured in the test will not be included in the over-all marks for the selection, except that only the candidates qualifying in the said Screening Test will further be subjected to selection process for

considering their promotion as per norms laid down in these Rules.

Syllabus for conducting screening test for inter-cluster promotions:

a) Promotion from NE-II to lowest rung of NE-III and from NE-III to lowest rung of Exec. Cluster-I (STA/SO etc. to ENGG/JM):

The question paper for screening test shall be bilingual and will consist of:

Subjective Type Questions: 80% (5 Questions)

Objective Type Questions: 20% (maximum 20 Questions)

It shall include questions related to the discipline of the candidate, different segments of working like Highway / Railways / Buildings / Airports / Metro etc. covering the segments related to the relevant discipline; HR policies, Financial Rules, Policies, SOP, Official Language Act (optional) and other areas of RITES working.

b) Top rung of Executive Cluster - I to Lowest rung of Executive Cluster – II (Sr.Mgr to DGM):

The question paper for screening test shall be bilingual and will consist of:

Subjective Type Questions: 80% (5 Questions)

Objective Type Questions: 20% (maximum 20 Questions)

It shall include questions on technical / professional areas of working relating to the discipline, such as technical concepts, RITES procedures / systems e.g. preparation of estimates, calling of tenders, approval of tenders, project monitoring, quality control, quality tests, requirement of books, registers to be maintained, filling up of MBs, checks for release of payments to contractors, evaluation of drawings, designs, analysis of various components of DPR, Contract management, business development, Risk Management, contract management / Arbitration, strategy for diversification and growth of the company; different segments of working like Highway / Railways / Buildings / Airports / Metro etc. covering the segments related to the discipline concerned; HR Policies, Financial Rules, Policies, SOP, Official Language Act (optional), RITES sectors of operations, corporate plan, corporate governance, CSR, MOU, Vigilance etc.

c) Top rung of Executive Cluster – II to Lowest rung of Executive cluster – III (JGM to AGM):

The question paper for screening test shall be bilingual and will consist of:

Subjective Type Questions: 80% (5 Questions)

Objective Type Questions: 20% (maximum 20 Questions)

It shall include questions on technical / professional areas of working such as technical concepts, RITES procedures / systems e.g. preparation of estimates, calling of tenders, approval of tenders, project monitoring, quality control, requirement of books, registers to be maintained, filling up of MBs, release of payments to contractors, evaluation of drawings, designs, analysis of various components of DPR, Contract management, business development, Risk Management, contract management / Arbitration, strategy for diversification and growth of the company; questions on HR Policies, Financial Rules, Policies, SOP, Official Language Act (optional), RITES sectors of operations, corporate plan, corporate governance, CSR, Leadership, Personality Development, mentoring, coaching and guidance to supporting staff and willing to learn etc.

(RITES Office Order No. PP/39/2019 dated 19.06.2019 and subsequent amendments approved by CMD during Selection 2020, and Office Order No. PP/45/2023 dated 16.11.2023)

A candidate who has qualified in a screening test once shall be exempted to appear in the screening test for subsequent 5 selections.

4.2.6 Equivalent of Class I Service

Where nature of Class of service is not clear, Class-I service will be counted from 2 years after entry into grade equivalent to Manager of RITES, in Central / State Govt. / PSU service.

The equivalent to Class I as stated in the above rule will be reckoned in the following manner (ref: RITES OO. No.14.2004 dated 22.03.2004)

(i) The officers who joined employment in Government/ PSUs and have worked throughout in Government or PSUs will be treated Class I from the date they joined the scale maximum of which is equivalent or more to the scale applicable to Manager in RITES.

(ii) In the case of the officers who joined from a Sector other than Govt./PSU, the case would be examined by a committee of three Directors and approved by the CMD on a case-to-case basis.

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

4.2.7 Inter-changeability of responsibilities within each Cluster

The job responsibilities attached to various designations in different pay scales within each cluster will be interchangeable. In other words, an employee on his promotion to the next higher scale within a given cluster may continue to perform the similar assignment applicable to him in the pre-promoted scale, in addition to such other additional responsibilities as may be assigned depending upon organizational requirement from time to time.

4.2.8 Validity of the Panel

Panel of successful candidates recommended for promotion by the DPC and duly approved by the Competent Authority shall be valid for a period of one year from the date of its approval, or, till next selection whichever is earlier. In the event of the Panel being operated after the next APAR of the employee has become due, and in case the APAR rating is below 'Good', the case shall be submitted to the next higher authority to the panel approving authority regarding his suitability for promotion or otherwise.

(RITES Office Order No. PP/114/2022 dated 22.08.2022)

4.2.9 (A) Composition of Departmental Promotion Committee (DPC) and Competent Authority for approving the Panel:

For Selection within Non-Executive Cadre, it is mandatory to have one member of the DPC from SC/ST community. For Executive Cadre posts, in the DPC, if none is an SC/ ST Officer, a member belonging to SC/ST will be co-opted either from within the organization or from outside (from Govt. or Public Sector). In case of non-availability of member of the required level with the company belonging to SC/ST Communities, the member belonging to SC/ST Communities, of one level lower than the required level, can be nominated as a member of the DPC.

(RITES Office Order No. PP/114/2022 dated 22.08.2022)

Composition of Departmental Promotion Committee (DPC) and the Competent Authority to approve the panel for Executive and Non-Executive cadres shall be as prescribed hereunder. In cases where the panel approving authority is CMD, recommendations of the DPC shall be routed through the Director concerned.

Level of Promotion	DPC Composition	Competent Authority
Executive Cadre		
ENGG / JM to AM AM to MGR MGR to SR.MGR	3 GMs	Director
SR.MGR to DGM DGM to JGM JGM to AGM AGM to GM	3 GGMs	Director
	3 GGMs	Director
	3 GGMs	CMD
	3 GGMs / EDs	CMD
GM to GGM	3 Directors	CMD
GGM to ED		

(RITES SoP dated 22.06.2023 (clause 25.1) and Office Order No. PP/45/2023 dated 16.11.2023)

Provision of Expert / Professional in DPC

For promotion to the level of AGM and above, the interview committee shall also include one external Expert / Professional.

Non-Executive Cadre:

(Within the Cadre and from highest grade in the Cadre to lowest rung of Executive Cadre):

Posts in Cluster I	3 AGMs	Vertical Head
Posts in Cluster II	3 AGMs	Vertical Head
Posts in Cluster III	3 AGMs	Vertical Head
NE-III to E0	3 AGMs	Director

(RITES SoP dated 22.06.2023 (clause 25.1), and Office Order No. PP/45/2023 dated 16.11.2023)

The senior most member of the DPC may be nominated as the Chairman of the Selection Committee. The proceedings of the DPC may stand valid and may be acted upon notwithstanding the fact if one of the members other than the Chairman has not been able to attend, provided that the member was duly invited; but, he/ she absented himself for one reason or the other and competent authority is convinced of the reason of such absence and there was no deliberate attempt to exclude him from deliberations of the DPC.

4.2.9 (B) Procedure for approving the Panel

The DPC shall submit its recommendations to the Competent Authority for approval. In cases where the panel

approval authority is CMD, recommendations of the DPC shall be routed through the Director concerned. In case the DPC reiterates its earlier recommendations, giving reasons in support thereof, the competent authority may accept the recommendations, if the reasons adduced by the DPC are convincing. If that authority does not accept the recommendations of the DPC, it shall submit the papers to the next higher authority with its own recommendations. The decision of the next higher authority shall be final. In case CMD is the panel approving authority, his decision on the recommendations of DPC after reconsideration shall be final.

4.2.10 Procedure to be observed by Departmental Promotion Committee (DPC)

Role of DPC shall be as under. This is illustrative and not exhaustive

(i) DPC shall consider the suitability or otherwise of the eligible employees for promotion to the next higher grade in the line of promotion as per these rules, on the basis of their qualification, service in the grade, performance and potential as reflected in the APARs, Interview (and Group Discussion wherever so provided) and other documents, relevant records in the personal files and any other information / reports having a bearing on the suitability for assuming positions in the next higher grade/post;

(ii) DPC shall take into consideration the APARs for the last five years for promotion to a higher post irrespective of the qualifying service prescribed for promotion to the grade.

(iii) The DPC shall ensure uniformity, consistency and equitability while assessing general conduct, personality, aptitude, sense of involvement, commitment to the organization, as also the upward or downward trend in the appraisal ratings.

(iv) DPC shall keep in mind all the relevant provisions of these Rules, including the norms for promotion and the selection criteria as prescribed for promotion for the post under consideration.

(v) The purpose of the interview is to assess the suitability of the candidates for promotion to the next higher grade/ post as per these rules. Marks (out of maximum marks allocated for Interview) shall be awarded by the DPC taking into consideration factors like professional knowledge, awareness with the latest trends in his professional field, ability to reason out logically, presentation of ideas coherently, environmental awareness, leadership, potential for decision making, communication skills, commitment to

the organization etc.

(vi) Subject to compliance with the principles, minimum criteria and other conditions as mentioned above and subject to other relevant rules and orders in force in the Company, the DPC shall recommend for the approval of the Competent Authority, a panel of names of eligible employees, who are considered suitable for promotion to the next higher grade/posts. Where the Competent Authority himself is the Chairman of the DPC, the said panel shall be deemed to have been approved. The panel so approved shall constitute the basis and authority for promotion of employees to the higher grade/post to the extent of vacancies being available or arising in future, where ever so applicable.

(vii) DPC shall not be guided merely by the overall grading, if any, that may be recorded in the APARs; but, should make its own assessment on the basis of the entries in the APARs and/or other material before it.

(viii) The DPC shall categorize the employees in the following manners: -

a) Fit for promotion or not (Yes / No)

b) Outstanding (Yes/No).

Evaluation of APARs

DPC shall take into consideration the APARs for the last five years for promotion to a higher post irrespective of the qualifying service prescribed for promotion to the grade. In case more than one APAR have been written for a particular year, all the APARs for the relevant year shall be considered together as the APAR for one year.

Selection for Promotion where APARs are not available :

(i) Where an employee has remained on leave for his personal reasons for more than a year, he would not be called for selection even if he is due to be considered immediately on return from leave. He will have to wait till the next APAR is available in the normal course.

(ii) If an employee has remained on leave for more than 3 years, he will have to wait for two more APARs to be available in the normal course before he is called for selection.

(iii) Along with the APARs for the current period written after the return from leave of the employee, APARs for one or two years before he proceeded on leave may also be considered as no APAR would have been written for the period he remained on leave provided that the APARs pertain to the grade from which he has to be considered for

promotion and not of any lower grade.

(iv) If the employee has been sanctioned study leave up to a maximum period of 2 years, his earlier APARs would be taken into account and he need not wait for any period after return from leave before he is considered for promotion if the promotion is due.

(v) For the periods for which no APAR has been written even though the employee was on duty without his being at fault for the non-completion of the APAR, the selection committee may consider grading him on an average basis taking into account his APARs for the earlier or later years.

4.2.11 Reservation for SCs/STs.

Reservation in favour of and rules related to candidates belonging to the SC & ST for promotions within Executive and Non-Executive cadres, as applicable under the Presidential Directive in this regard from time to time would be implemented.

4.2.12 Time for considering Promotions

Promotions shall be considered once a year. 'Eligibility Period' for completion of prescribed qualifying service shall be reckoned as on the cut-off date i.e. 31st December of the year in which selections take place.

4.2.13 Effective Date of Promotion

As a general rule, promotion shall take effect from the date of assumption of charge of the higher post. However, on the merits of an individual case or to meet a contingency of administrative nature, Chairman and Managing Director may decide to allow promotion(s) from the date of issue of orders or any prospective or retrospective date, which may be so specified in the promotion order. Promotion cases involving delay up to 3 months (1st January to 31st March of the selection year) in initiating and completion of promotion order, the promotion would be given on notional basis with effect from 31st December of the selection year with actual payment to be made from the date of taking over the charge of promoted post.

4.2.14 Probation Period

An employee in executive cadre, upon promotion to the higher post in IDA pay scale of E-6 (AGM) & above will be placed on probation period of 12 months. Depending on his performance, the probation period may be extended but not exceeding one year. On completion of initial probation period, or, extended probation period (as the case may be), Competent Authority shall take a decision within one month, either to confirm the employee on the promoted post or otherwise. Such a decision shall invariably be communicated to the

employee without delay. The period of probation will not however deem to have been completed unless informed in writing.

(RITES Office Order No. PP/114/2022 dated 22.08.2022 and No. PP/45/2023 dated 16.11.2023)

4.2.15 Induction Levels

Lowest rung of each Cluster in Executive as well as in Non-Executive cadre, shall be the Induction Levels. Apart from inducting fresh Engineering Graduates etc. at the induction level in the Executive Cadre, which include through the campus selections, for other induction levels, while taking the decision of induction from outside in the business interest of the company, the interest of internal candidates would be kept in view. The final decision would be of CMD in this regard.

4.2.16 Refusal of Promotion

An employee who has been called for considering for promotion to the next higher grade / post, but declines to attend or fails to attend, shall be considered again only in next DPC.

Promotion of Employee whose Conduct is under Investigation

5.1 Cases of employees falling under the following categories should be specifically brought to the notice of the DPC.

(i) Employees under suspension
(ii) Employees in respect of whom a charge sheet has been issued and the disciplinary proceedings are pending; and
(iii) Employees in respect of whom prosecution for criminal charge is pending.

5.2 Sealed Cover Procedure

DPC shall assess the suitability of such employees coming within the purview of eligibility criteria along with other eligible candidates. The assessment and the recommendations of the DPC shall be kept in a sealed cover. The same procedure shall be followed by subsequent DPCs convened till the disciplinary proceedings/ criminal prosecution against the employee is concluded.

On the conclusion of the Investigation/ Disciplinary Case/ Criminal Prosecution, which results in dropping of allegations against the employee or his/her exoneration, the sealed cover shall be opened.

In case the employee is completely exonerated, the due date of employee's promotion will be determined with reference to the position assigned to him in the panel recommended by the DPC, kept in the sealed cover and with reference to the date of promotion of his next junior on the basis of such position. The employee may be promoted notionally with reference to the date of promotion of his/her junior, if necessary, by reverting the junior-most officiating

person. However, whether the employee, so promoted, will be entitled for any arrears of pay for the period of notional promotion preceding the date of actual promotion, and if so to what extent, will be decided by the appointing authority by taking into consideration all the facts and circumstances of the disciplinary proceeding/ criminal prosecution. Where the authority denies arrears of salary or part of it, it will record the reasons for doing so.

If any penalty is imposed on the employee as a result of the disciplinary proceedings or if he/she is found guilty in the criminal prosecution against him/ her, the findings of the sealed cover/ covers shall not be acted upon. His/her case for promotion may be considered by the next DPC in the normal course and having regard to the penalty imposed on him/her.

In assessing the suitability of the employee on whom a penalty has been imposed, the DPC will take into account the circumstances leading to the imposition of the penalty and decide whether in the light of general service record of the employee and the fact of imposition of penalty, the employee should be considered for promotion. The DPC, after due consideration, has authority to assess the employee as 'unfit' for promotion. However, where the DPC considers that despite the penalty the employee is suitable for promotion, the employee will be actually promoted only after the currency of the penalty is over.

5.3 Employees Debarred from Promotion

Employees undergoing punishment as a result of imposition of any penalty other than "Censure / Recorded Warning" shall not be considered for promotion during the period of operation of penalty.

5.4 The past selection cases where selections have been held and results have been kept in sealed cover prior to the date of issue of this order, whether sealed cover/covers has/have been opened or yet to be opened, shall be governed by the then existing guidelines on the subject.

Promotions To / In Executive Cadre

6.1 Coverage

All posts in the Executive Cadre are grouped into 4 Clusters as under:

Cluster I - (Posts: ENGG / JM, AM, Manager, Sr.MGR)

(i) Promotion from highest grade in Non-Executive cadre to lowest grade in Executive cadre (Sr.TA /SO etc. to ENGG / Jr.Mgr in IDA grade of Rs.30000-120000.

(ii) From Engineer / JM to AM

(iii) From AM to Manager

(iv) From Manager to Sr.Mgr

Cluster II - (Posts: DGM and JGM)

(i) From Sr.Mgr to DGM
(ii) From DGM to JGM

(Cluster III – (Posts : AGM, GM)

(i) From JGM to AGM

(ii) From AGM to GM

Cluster IV – (Posts : GGM, ED)

(i) From GM to GGM

(ii) From GGM to ED

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

6.2 Norms for Promotion

The norms for promotion to/in the Executive Cadre from one post to the next higher post shall comprise of the following:

(a) Completion of the prescribed "Eligibility Period"
... As shown in Annexure A & A1.

(b) Possession of the prescribed Minimum Educational Qualification (Or qualifying in an 'equivalent Written Test')
... As shown in Annexure A & A1.

(c) Qualifying in the Selection as per the prescribed Factors of Assessment/Evaluation criteria and securing prescribed minimum Aggregate/Overall marks for being empanelled by the DPC (Annexure- B).

(d) Qualifying in the Screening Test (in the case of Inter-Cluster promotions only as mentioned in Rule 4.2.5) (Annexure- B).

6.3 Selection Process

The selection process will comprise assessment of APARs, Presentation and Performance in the Interview.

6.4 Provisions for employees / Executives who do not possess prescribed minimum Educational Qualification:

6.4.1 Staff who have passed one time Equivalent Written test (EWT) conducted in March 2017 would be entitled for promotion to one

higher level only to their existing substantive grade/post and for considering them for further promotions, they would have to acquire the laid down educational qualification; and those who have qualified EWT in past, will be considered as possessing the educational qualifications and will be eligible for the posts for which they have already qualified EWT.

6.4.2 The qualification of 'Diploma in Railway Engineering' awarded by Institute of Permanent Way Engineering (India) as an alternative qualification to 3 years Technical Diploma as notified vide OO No. PP/020/2005 dated 04.03.2005 stands withdrawn with effect from 09.12.2015 (RITES Office Order No. PP:073:2015 dated 09.12.2015).

However, keeping in view the fact the existing staff has invested time and money in acquiring the Diploma in Railway Engineering, an alternative has been granted by the Board of Directors for such staff. Staff who has already acquired Diploma in Railway Engineering shall have to appear in qualifying suitability test for each level of promotion in the respective discipline. Only those staffs who qualify such test shall be considered for promotion to the next level. Such examination would be qualifying in nature and its marks would not be carried over to the assessment in the selection process. Minimum qualifying marks in the Suitability Test will be 55%.

(As per practice followed in the past, in line with qualifying marks for Equivalent Written Tests notified vide Office Order No. PP/38/2010 dated 15.09.2010)
Those employees who qualify such test shall be admitted to the selection process as prescribed from time to time and they shall have to appear and qualify selection for promotion to the relevant post.

6.4.3 Those of the existing employees who did not appear in the one-time 'Equivalent Written Test' in March 2017 or appeared but did not qualify or who do not possess the prescribed educational qualifications required for promotion, may be considered for promotion to the next higher grade/post within cluster-I in Executive Cadre, only after completion of longer 'Eligibility Period' of qualifying service, as may be prescribed in this regard, after waiving the requirement of qualifying in the said Test; but, subject to compliance with all other selection norms/criteria and the provisions of these rules.

The longer eligibility period for Executive Cadre-I is as under (RITES OO. No. PP/ 032/2003 dated. 23.09.2003)

Level	**Period**
a) From AM to MGR	06 years
b) From MGR to Sr.Mgr	10 years

Note:- Completion of Longer 'Eligibility Period' of qualifying service mentioned above, will be reckoned as on the cut-off date of 31st December of the year, in which selections are taking place for promotion to the next higher post/grade within the same Cluster of the Employee concerned

6.4.4 With a view to provide opportunity to semi-professionals beyond the level of Manager, it has been decided that the existing Diploma holder candidates with semi-professional qualifications will be eligible for promotion to the post of DGM with 7 years' service as Sr. Manager, for the post of JGM with 7 years' service as DGM and for the post of AGM with 7 years' service as JGM. Such inter-cluster promotions will be limited to 20% of the vacancies in Cluster(s.

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

The employees absorbed from Railways who had qualified on Railways in the selection of the Gazetted Group-B officers test are treated as equivalent to possessing the relevant qualifications and are exempted from possession of required educational qualifications.

6.5.1 There will be only one post of Group General Manager (GGM) in E8 level of IDA Scale 120000-280000 (and equivalent CDA), by merging / designating the posts of erstwhile GM and GGM in the same scale.

The re-designation of posts does not involve any additional cost to the Company in any way as the pay scale, perks & allowances as entitlements will remain the same as before. However, since the post of erstwhile GM and GGM in IDA scale of 120000-280000 (or equivalent CDA) has been merged, the powers / entitlement for GGM shall now be applicable for this post wherever there was any difference between the erstwhile GM and GGM.

(RITES Office Order Nos. PP/28/2021 dated 01.04.2021, PP/33/2023 dated 12.09.2023 and PP/45/2023 dated 16.11.2023)

6.5.2 GGM to ED

Minimum Service:
The minimum requirement of service shall be as under:

(i) for regular candidates

(a) Min. 4 years' service in E8 Scale of 120000-280000 and/or SAG (i.e., level 14 in 7th CPC pay scale).

(ii) for Deputationists *

(a) Min. 4 years' service in E8 Scale of 120000-280000 and/or SAG (i.e., level 14 in 7th CPC pay scale).

(b) Min. service of 2 years as Deputationist in RITES.

(c) An undertaking for posting at any place / project of RITES.

Deputationists will be considered subject to the condition that no regular employee is due for promotion for that DPC. In case Deputationist is eligible but not considered on this account, RITES will accept the option of repatriation, if so desired by the Deputationist.

* Officers on Deputation will continue to draw parent pay + deputation allowances as applicable, without any fitment benefit on promotion.

(RITES Office Order No. PP/28/2021 dated 01.04.2021, No. PP/114/2022 dated 22.08.2022 and No. PP/45/2023 dated 16.11.2023)

Selection Criteria

The selection will be based on the following evaluation criteria: APARs for the preceding 5 years (OS-12, VG-10 and G-8) and a personal interview with weightage of 60 for APARs and 40 for the interview.

Benchmarking of the Grade

The overall grade obtained by the Officer shall be benchmarked as under:

Marks	Corresponding score to be used for APARs	Grading
90-100	1.00-1.50	Outstanding
Less than 90 to 70	1.51-2.50	Very Good
Less than 70-50	2.51-3.50	Good
Less than 50 -33	3.51-4.50	Fair
Less than 33 to 0	4.51-5.00	Poor

Promotions in Non-Executive Cadre

7.1 Coverage

These cover the promotions, in the Non-Executive Cadre in the concerned group/ functional area/discipline in all the 3 Clusters (within the same Cluster as well as from one cluster to another i.e., Intra- and Inter-Cluster) as under:

Cluster I Unskilled/Semi-Skilled Group
(Messengers/Sr. Messengers/Record Sorter-cum-Messenger-I, Field Helper etc.)

To / Within Cluster-II

Cluster II Skilled Group
(Jr. Assistant/Assistant/PA/Driver, etc)

(i) From Cluster I of N.E. Cadre to the Lowest rung of Cluster II of NE Cadre:

This being selection to an ex-cadre post, shall be subject to fulfillment of standard job specifications for the post and the selection shall be through open departmental selection mode.

(ii) Promotions within Cluster-II:

From	To
Jr. Asstt/Driver etc. Grade Rs. 20000-66000 IDA)	Asstt/PA/Driver etc. Grade Rs. 22000-83000

(iii) To/Within Cluster III (Highly Skilled/Supervisory Group):

From	To
Asstt/PA/Driver/Technician Gr-II etc. Grade Rs. 22000-83000 (IDA) Sr. Asstt/SPA/Driver/TA etc. Grade Rs.26000-96000 (IDA)	Sr. Asstt/SPA/Driver/ TA Grade Rs.26000-96000 (IDA) Sr. TA/SO/SG Driver/ etc. Grade Rs.29500-111000 (IDA)

7.2 Norms for Promotion

The norms for promotion within the Non-Executive Cadre from one post to the next higher post in the concerned Group / Function / Discipline of these employees as mentioned in Rule 7.1 above, shall comprise the following:

(a) Completion of the prescribed Eligibility Period
... As shown in Annexure C

(b) Possession of the prescribed Minimum Educational Qualification (or qualifying in an 'Equivalent Written Test')
... As shown in Annexure C

(c) Qualifying in the Selection as per prescribed Factors of Assessment / Evaluation Criteria and securing prescribed min. Aggregate / Overall marks for being Empanelled by the DPC
... As shown in Annexure D

(d) Qualifying in the Screening Test (in the case of Inter-Cluster promotions only as mentioned in Rule 4.2.5)

... As shown in Annexure D

(e) Employees in Non-Executive cadre possessing higher qualifications like CA / ICWA / MBA / MCA / Degree in Engineering / Degree in Law etc., as applicable for relevant discipline, shall be considered for promotion as per norms detailed at Annexure E. Other regular employees who do not possess above qualifications shall continue to be governed under existing promotion policy.

(RITES Office Order No. PP/34/2021 dated 21.04.2021)

7.3.1 The selection process will comprise assessment of Qualification, APARs and Performance in the Interview. **Selection Process**

7.4 Provision for employees who do not possess prescribed minimum Educational Qualification:

7.4.1 The employees, who were on the rolls of the Company on 01.09.2003, who do not possess the required educational qualification for promotion to the next level of the cluster and qualified EWT in past (prior to one time EWT conducted in March 2017), will be considered as possessing the educational qualifications and will be eligible for the posts for which they have already qualified EWT.

7.4.2 The qualification of “Diploma in Railway Engineering” awarded by Institute of Permanent Way Engineering (India) as an alternative qualification to 3 years Technical Diploma as notified vide OO No. PP/020/2005, dated 04.03.2005 stands withdrawn with effect from 09.12.2015 (RITES Office Order No. PP:073:2015 dated 09.12.2015).

However, keeping in view the fact the existing staff has invested time and money in acquiring the Diploma in Railway Engineering, an alternative has been granted by the Board of Directors for such staff. Staff who has already acquired Diploma in Railway Engineering shall have to appear in qualifying suitability test for each level of promotion in future in the respective discipline. Only that staff who qualifies such test shall be considered for promotion to the next level. Such examination would be qualifying in nature and its marks would not be carried over to the selection. Minimum qualifying marks in the Suitability Test will be 55%.

(As per practice followed in the past, in line with qualifying marks for Equivalent Written Tests vide RITES Office Order No. PP/38/2010 dated 15.09.2010)

Those employees who qualify such test shall be admitted to the selection process and shall have to appear and qualify as prescribed from time to time, selection for promotion to the relevant post.

7.4.3 Those of the existing employees, who did not appear in the onetime

‘Equivalent Written Test’ conducted in March 2017 or appeared but did not qualify or who do not possess the prescribed educational qualifications required for promotion, may be considered for promotion to the next higher grade/post within cluster I in Non-Executive Cadre, only after completion of longer “Eligibility Period” of qualifying service, as may be prescribed in this regard, after waiving the requirement of qualifying in the said Test, but subject to compliance with all other selection norms/criteria and the provisions of these rules.

The longer eligibility period for non-executive cadre is as under (OO No. PP/032/ 2003 dated 23.09.2003):

Level	Period
Promotions within the same cluster in All the Non-Executive clusters	09 years

Note: Completion of longer ‘Eligibility Period’ of qualifying service mentioned above, will be reckoned as on the cut-off date of 31st December of the year, in which selections are taking place for promotion to the next higher post/grade within the same Cluster of the employee concerned.

Norms for Upgradations in Inter-Cluster Promotions

8.1 Executive Cadre

An employee in top grade in Executive Cluster-I, who possesses the required qualification for promotion to the next higher cluster and is also otherwise eligible based on all criteria for promotion to the next cluster but cannot be considered for want of vacancy in next higher cluster, will continue in his existing grade for 10 years, whereafter he will be placed in the next pay scale to be called Special Grade in such cases.

While considering grant of special grade, no screening test is required and grant of special grade would be considered based on appraisal of APARs alone. Those who have been granted special grade in the past after the screening test would not be required to undergo such test again when they are considered for regular promotion.

While considering grant of Special Grade on completion of 10 years service in existing grade, the minimum qualifying marks needed would be 75% in the evaluation of APARs for the last five years.

The employee may, on such placement in the Special Grade, continue to do the same job and his seniority will also be reckoned in the lower pay scale. When a vacancy is available after his placement in Special grade, he would be required to undergo the normal selection process. His services in the Special Grade would be regularized subject to his qualifying the selection and his seniority in the said grade will be reckoned from the date of his regular promotion.

8.2 Non-Executive Cadre

(i) An employee who fulfils all criteria for inter-cluster promotion but with a view to provide avenue of advancement to the staff in Non-Executive cadre wherein persons continue to perform the same kind of job on account of vacancy in the higher scale not being available or the employees not having the requisite qualification stipulated in the promotion policy, it has been decided that notwithstanding the provisions in the existing policy, employees working in the particular grade after a certain number of years may be placed in the next higher scale after following the same procedure as laid down in the existing rules for grant of Special Grades. This procedure involves only placement in the next grade on the basis of evaluation of the APARs.

For those employees who do not possess the prescribed minimum educational qualification for promotion to the next pay scale, the criteria of number of years for such placement in the next pay scale is as follows:

From Grade to Grade (IDA)	Numbers of Years
From Grade Rs.20000-66000 to Grade 22000-83000	10 years
From Grade Rs.22000-83000 to Grade 24000-90000	10 years
From Grade Rs.24000-90000 to Grade 26000-96000	
From Grade Rs.22000-83000 to Grade 26000-96000	
From Grade Rs.26000-96000 to Grade 29500-111000	12 years
From Grade Rs.29500-111000 to Grade 30000-120000	12 years

(RITES Office Order No. PP/95/2021 dated 15.09.2021)

The number of such persons to be placed in grade equivalent to Rs. 30,000- 1,20,000 Executive Cluster I from NE Cluster III should not exceed 10% of the total cadre on roll on 25.03.2008, i.e., up to grade Rs.29,500-1,11,000 on date which stands frozen for this purpose.

For those employees who have the qualification for promotion, but cannot be promoted for want of vacancy may be placed in the next scale on completion of the period as shown below :

From Grade Rs.22000-83000 to Grade 26000-96000	On completion of 10 years
From Grade Rs.24000-90000 to Grade 26000-96000	
FromGradeRs.29500-111000 to Grade 30000-120000	On completion of 10 years

(RITES Office Order No. PP/95/2021 dated 15.09.2021)

(ii) Existing norms for employees in IDA scale of Rs. 16000-60000 for grant of higher placement grade of Rs. 20000-66000 (IDA) indicated as under :

Current IDA Pay Scale	IDA Pay Scale	Matric / ITI	Non-Matric
Rs. 16000-60000	Rs. 20000-66000	7 years	10 years

The placement to next higher grade of Rs. 22000-83000 (IDA) shall be considered on completion of a total of 25 years of regular service with 5 years' service in the placement grade of Rs. 20000-66000.

(RITES Office Order No. PP/83/2021 dated 25.08.2021 & PP/114/2022 dated 22.08.2022)

(iii) To grant financial upgradation to Non-Executive Cluster II and III staff placed in the respective higher pay scales on completion of longer service, for second (2nd) placement on completion of 17 years in substantive grade for those possessing minimum educational qualification for promotion and 22 years for those not possessing the minimum educational qualification, subject to their rendering total regular service of 25 years.

(RITES Office Order Nos. PP/84/2021 dated 25.08.2021 and PP/114/2022 dated 22.08.2022)

Note: The financial upgradation will be purely personal to the employee concerned and shall have no relevance to the seniority position. No stepping up of pay would be admissible with regard to junior getting more pay than the senior on account of pay fixation under financial scheme. There will be no further placement after the placement in Grade 40000-140000.

Selection Criteria:

Second (2nd) Placement shall be given to the eligible employees in NE cadre on the basis of evaluation of APARs only, for the last 5 years. The minimum criteria for APAR rating during the last five years shall be kept as minimum of one Outstanding and four Very

Good APARs and scrutiny of their service records, as below:

1. The employees who have been given any punishment in the last 10 years shall not be eligible for second placement.

2. Employees against whom disciplinary/criminal proceedings are pending / contemplated will not be considered for second placement.

3. Any employee found intoxicated in the past shall not be eligible for 2nd placement and it will be withdrawn if any employee is found intoxicated later.

4. The employees who are on long sickness due to medical problems for a period of more than three months during the previous financial year/current financial year of consideration shall not be eligible for second placement in that selection year.

5. An employee bringing political influence and found guilty of any kind of misconduct shall not be eligible and can be reverted.

6. Employees found of coming late to the office or leaving early repeatedly shall be warned and action can be taken for their reversion.

7. Any employee found submitting wrong information with regard to his date of birth, property returns etc. shall not be eligible for second placement.

(RITES Office Orders No. PP/83/2021 & PP/84/2021 dated 25.08.2021 and PP/114/2022 dated 22.08.2022

While considering grant of special grade (1st placement), the minimum qualifying marks needed in the evaluation of APARs for the last five years would be 75% (65% for SC/ ST) in respect of Executive Cadres and 70% (60% for SC/ ST) in respect for Non-Executive.

(RITES Office Order No. PP/56/2009 dated 30.11.2009)

9.1 **Sanction of Man-Power Strength**

Man-power strength will be sanctioned for each Cluster, cadre/ discipline wise, which may be reviewed from time to time by the Management. Vacancies for promotion from one cluster to the other will be calculated based on the total approved strength of all the posts in the next higher cluster. Number of vacancies shall be calculated as on 1st April each year. The vacancies shall include the vacancies existing as on 1st April and those anticipated in next one year i.e. up to 31st March of subsequent year.

(RITES Office Order No. PP/114/2022 dated 22.08.2022)

The Functional Directors and Chairman and Managing Director may decide to fill up vacancies at any level by absorption of willing and suitable personnel in public interest, in interest of the Company.

The Functional Directors and Chairman and Managing Director; depending on the business requirement of the Company are authorized to decide whether to conduct, or, not selection for promotion in a particular year in any discipline.

Representation / Appeal

10.1 An employee/executive aggrieved by an order of promotion on the ground that he has been superseded may appeal or represent his case to the Competent Authority through proper channel, within 30 days of the date of notification of such promotion order.

Transfer on Promotion

11.1 Wherever considered necessary and desirable, in the interest of the organization, promotion will be subject to transfer from one Vertical / Department / Discipline to another Vertical / Department / Discipline, as may be decided by the Competent Authority in accordance with the 'Transfer and Job Rotation policy'.

Amendments / Interpretation and Relaxation

12.1 The Company may, at any time, depending upon requirement, modify/amend or alter any of the Rules/Procedure of Promotion Policy in the overall interest of the Company.

12.2 The Chairman and Managing Director shall have the power to interpret these Rules in case of any doubt and his decision shall be final. He may also relax the provision(s) of these Rules in individual cases of hardship for reasons to be recorded in writing.

12.3 Chairman and Managing Director, on recommendation of concerned Director and one more Director, is authorized to interpret the educational qualifications in case of doubt and decide about the eligibility of a staff for promotion to a particular discipline based upon the requirement of the job, educational qualification required for the post, educational qualification possessed by the staff, relevancy to the post, its recognition by AICTE/UGC or specified Statutory body/ Ministry of HRD. The decision of Chairman and Managing Director shall be final. He may also relax the provisions in individual cases of hardship for reasons to be recorded in writing.

12.4 Management may decide the number of vacancies to be filled up through open selections as laid down in the promotion policy each year, and review and / or revise the pattern of examination and norms for selection as per the requirements of the company.
CMD and the Functional Directors shall have the power to interpret, consider and resolve cases of anomalies, if any, while implementing the promotion policy.

(RITES Office Order No. PP/34/2021 dated 20.04.2021)

12.5 CMD is the competent authority to take suitable decision on any issue related to interpretation / operation / implementation and

execution of the policy, within the overall framework approved by the Board.

(RITES Office Order no. PP/114/2022 dated 22.08.2022)

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Annexure - I
(Refer Rule 4.1.1)

Cadre-wise Sanctioned Strength of Executive & Non-Executive Clusters

	EXECUTIVE CLUSTERS						NON-EXECUTIVE CLUSTERS			
Cadres	**C-IV (ED-E9**	**C-IV (GGM-E8)**	**EXEC-UTIVE CLUS-TERS C-III (GM-E7)**	**C-III (AGM E6**	**C-II (DGM-E4/ JGM-E5)**	**C-I (ENG/ JM to SM – E0 to E3)**	**NE-III (TA/ STA etc.)**	**NE-II (Tech. etc.)**	**NE-I (Grp -D**	**Total**
Civil	3	26	38	60	269	417	70	32	0	915
ES&T	1	6	8	12	45	133	15	5	0	225
Mech.	3	16	10	16	74	220	29	66	0	434
IT	-	2	3	5	9	16	10	7	0	52
Fin.	1	3	11	9	32	100	48	32	0	236
HR	1	2	6	5	13	52	87	87	0	253
Drivers	-	-	-	-	-	-	17	6	0	23
Group-D	-	-	-	-	-	-	-	-	112	112
All Cadres	1	-	-	-	-	-	-	-	-	01
Total	10	55	76	107	442	938	276	235	112	2251

(RITES Office Order Nos. PP/115/2022 dated 24.08.2022, PP/138/2022 dated 16.12.2022 and PP/45/2023 dated 16.11.2023)

Annexure A
(Refer Rule 6.2)

NORMS FOR PROMOTIONS TO/IN EXECUTIVE CADRE
ELIGIBILITY PERIOD & MINIMUM EDUCATIONAL QUALIFICATION

Cluster	Promotion		Minimum Educational Qualification in discipline concerned	Eligibility Period
	From	To		
To/Within Cluster - I	Sr.TA/SO Etc	ENGG/JM	Diploma in Engg., Graduation in Arts / Science / Commerce / Town Planning / CA etc.	4 Years
	ENGG/JM	AM	Same as above	3 Years
	AM	MGR	Same as above	2 Years
	MGR	SM	Same as above	4 Years
To/Within Cluster II	SM	DGM	Graduation in Engg., MBA or equivalent, MTP, MCA / CA / ICWA / CS or equivalent	4 Years
	DGM	JGM	Same as above	3 Years
To/Within Cluster III	JGM	AGM	Same as above	3 Years
	AGM	GM	Same as above	3 Years
To/Within Cluster IV	GM	GGM	Same as above	3 Years
	GGM	ED	Same as above	As shown in Rule 6.5.2

(RITES Office Order No. PP/28/2021 dated 01.04.2021 and PP/45/2023 dated 16.11.2023)

Notes to Annexure A:

1. Qualification (academic/professional) mentioned above should be duly recognized by UGC/AICTE.

   In respect of technical degrees / diploma, employees with only full time or part time degrees / diploma duly recognized by UGC/AICTE, or, those possessing AMIE would be eligible for promotion.

   In respect of non-technical degrees / diploma in the discipline of HR/ Finance and other non-technical disciplines, the degrees acquired through distance mode can be considered, provided the same is duly recognized by UGC/AICTE or the statutory body concerned.

2. The employees absorbed from Railways who had qualified on Railways in the selection of the Gazetted Group-B

officers test are treated as equivalent to possessing the relevant qualifications and are exempted from possession of required educational qualifications.

3. For incumbents holding the post of DGM as on 01.09.2008 – JGM / DGM with 5 years combined service as JGM and/ as DGM shall be combined for the post of AGM, while framing their inter-se seniority list, JGMs would be placed above those holding the post of DGM in the eligibility list for the post of AGM.

4. Provisions for those who possess semi-professional qualifications, and have completed prescribed 'Eligibility Period' for promotion to the next higher grade/post:

5. For promotion from Sr.Mgr to DGM:

Semi-professional qualifications like Diploma in Engineering or Intermediate of CA/ICWA/CS or SAS or PG Diploma not equivalent to MBA etc. would be considered for promotion as DGM on completion of 28 years of total service in RITES and in other Organizations.

With a view to providing opportunity to semi-professionals beyond the level of Sr.Mgr, it has been decided that the existing Diploma holders / semi-professionals will be eligible for promotion to the post of DGM with 7 years' service as Sr.Mgr, for the post of JGM with 7 years' service as DGM and for the post of AGM with 7 years' service as JGM. Such inter-cluster promotions will be limited to 20% of the vacancies in Cluster(s).

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

6. Open Departmental Promotion in Executive Cluster - I:

a) Vacancies up to 20% in Executive Cluster-I shall be filled up by promotion from regular employees, out of which, 10% vacancies shall be filled up through Open Departmental Examination for promotion to the level of E1 in IDA Pay Scale of 40,000-1,40,000; and balance 10% shall be filled up by normal promotion process in E-I as laid down in the promotion policy.

b) Minimum educational qualification required shall be as laid down for Open Market Recruitment to this pay scale of 40,000-1,40,000.

c) Minimum post-qualification experience required shall be four (4) years in regular post in RITES as on cut-off date of 31st December of the selection year.

d) The selection shall consist of Written Test (40%), APARs (40%) & Interview (20%), with qualifying marks of 60% (50% for SC/ST) in Interview and 80% (70% for SC/ST) in aggregate, with panel to be drawn on the basis of overall aggregate marks.

(RITES Office Order No. PP/31/2023 dated 30.08.2023)

Annexure A-1
(Refer Rule 6.2)

Equivalent/ Alternative Qualification
Professional Qualifications in Executive Cadre

Sl.No	Discipline Prescribed Qualification	Prescribed qualification	Equivalent / Alternative Qualification
1.	Civil Engg.	Graduate in Engineering	AMIE (Civil)
2.	Geotech	Graduate in Engineering	(A) AMIE (Civil) Engineering (B) M.Sc (Geology)/ (Hydro Geology) / (Geo-physics) / (MA (Geography) with M.Phil.
3.	U.E. (Envir)	Graduate in Engineering	(A) B.E./AMIE(Civil) (B) M.Sc (Botony/ Zoology) / Ecology / Disaster Management Environment) with M.Phill
4.	Urban Planning	B.E. in Civil/Architecture / Planning in 1st class OR P.G. with Economics / Geography in 1st Division with 1st class Masters Degree in Planning / Urban & Regional Planning / Town Planning OR ME/ M. Tech in Planning OR Master in Physical Planning / Transport Planning / Associate of Institute of Town Planners.	- Same as in column 3 -
5.	Traffic Railways	Master in Traffic Engg. / Transport Planning	Masters in Economics/ Statistics/ or Engg / Transport planning with diploma from IRT
6.	Traffic (T&T)	Master in Traffic Engg. / Transport Planning	Post Graduate Operational Research. Engg./ Transport Planning with M.Phill
7.	Economics & Statistics	Master in Traffic Engg. / Transport Planning	Masters in Economics / Business Engg./ Transport Planning, Economics /or/ Statistics with Diploma in Transport Economics or M.Phill
8.	Mechanical Engg.	Graduate in Engineering	AMIE (Mech)

9..	Metallurgy	Graduate in Engineering	(A) AMIE (Metallurgy Engg.) (B) M.Sc (Physics/ Chemistry) withM Phill
10.	Elect. Engg.	Graduate in Engineering	AMIE (Elec./Electronics)
11.	S&T	Graduate in Engineering	(A) AMIE (Electronic / Communication/ Electrical) (B) M.Sc (Electronics) with M.Phill
12.	P&A	MBA	(A) Two years full time or three years part-time PG Diploma in Pers.Mgt./ IR/HR (B) Graduate, with degree in Law(Professional) or in Industrial Engg and one year regular PG Diploma in PM/IR/ HR. (C) M.A.(Sociology/ Labour Welfare) with M.Phill.
13.	Finance	CA/ICWA/MBA	(A) Two years full time or Three years part-time PG Diploma in Finance

Note:

1) The Alternative qualifications, mentioned at (B) and (C) would be applicable for the employees on permanent roll of the Company on 1st September 2003, and not for the new entrants thereafter.

2) The qualifications and Diploma referred to above should be from a University or an Institution recognized by Central Govt. / AICTE / Appropriate Statutory Authority.

3) Wherever additional requirement of M.Phil, has been prescribed, the same could be substituted by Ph.D also.

4) The alternative qualifications have been added in terms of OO No. PP:046:2003, dated 06.11.2003 and OO No. PP:09:2004, dated 05.02.2004.

5) Those employees who had enrolled themselves in the Building and Quantity Surveying Course of the Institution of Surveyors prior to 31.05.2013 and have successfully completed the course may be considered eligible for

higher promotions; to the posts requiring Degree in Civil Engineering.

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

6) Those employees who had enrolled themselves in the Section 'A' & 'B' of Associate Membership course conducted by Institution of Civil Engineers (India), Ludhiana prior to 31.05.2013 and have successfully completed the course may be considered eligible for promotions; to the posts requiring Degree in Civil Engineering.

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

7) The employees who have acquired or will acquire in future, MCA/M.Sc (IT/CS) degree on part time basis or through distance learning mode, which are duly recognized by AICTE/UGC or were approved by tripartite committee of AICTE, UGC and DEC at the time of enrollment and completion of such course, shall be eligible for promotion to such posts requiring the educational qualification of MCA/M.Sc (IT/CS).

8) Employees with a minimum regular service of 5 years and pass Section 'A' of AMIE from the Institute of Engineers (India) [IEI] shall be granted exemption from possessing the qualification of Diploma in Engineering In discipline concerned, for promotion in Non-Exec. Clusters and in Exec. Cluster-I up to E1 level (i.e., AM level in current IDA scale of 40,000-1,40,000), wherever Diploma is the minimum qualification required for promotion purpose.

(RITES Office Order No. PP/57/2021 dated 08.07.2021

Annexure B
(Refer Rule 6.2)

NORMS FOR PROMOTION TO/IN EXECUTIVE CADRE

FACTORS OF ASSESSMENT AND EVALUATION CRITERIA AND MINIMUM AGGREGATE/OVERALL MARKS REQUIRED FOR BEING EMPANELLED BY THE D.P.C.

Promotion		Factor of Assessment / Evaluation Criteria			Overall Aggregate Marks	Minimum Aggregate Marks Required
From	To	APARs	Presentation	Interview		
STA/SO Etc.	ENGG / JM	60	10	30	100	80
MGR	Sr.MGR	60	10	30	100	80
Sr.MGR	DGM	60	10	30	100	80
DGM	JGM	60	10	30	100	80
JGM	AGM	60	10	30	100	80
AGM	GM	60	10	30	100	80
GM	GGM	60	10	30	100	80
GGM	ED	60	-	40	100	80

The intra-cluster promotions in Executive Cluster-I i.e., from Engineer /JM (E-0) to AM (E-1) and AM (E-1) to Manager (E-2) shall be done by DPC on the basis of rating of APARs and other factors as under:

90% weightage to APARs score of 5 years (equally divided among 5 years), 10 marks for additional qualification / certification course / membership of professional institutes, awards / recognition – Additional qualification shall be given two marks and certification course / membership of professional institutes shall be awarded one mark each for every certification course etc. DPC will examine the relevance of the course / certificate etc. and award marks accordingly.

1 mark for each minor penalty during the past five years of service shall be deducted from the overall score. Similarly, in case of major penalty, 3 marks for each penalty imposed during the last five years may be deducted and 2 marks for each penalty be deducted if the period of imposition of penalty is between 5-10 years. Minimum bench marking of 70 marks will be required for an employee to be eligibility for empanelment and promotion.

(RITES Office Order Nos. PP/114/2022 dated 22.08.2022 & PP/33/2023 dated 12.09.2023, and PP/45/2023 dated 16.11.2023

Notes to Annexure B

1. Formation of Panel

For a candidate to be empanelled, he/she must secure minimum aggregate/ overall marks as stated above.

It has been decided that the employee, apart from scoring 80 marks in aggregate prescribed for placement in panel and promotion in the relevant category (Executive – up to GM GGM level), shall also be required to score 60% in the interview separately.

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

2. Marks for APARs will be allocated year-wise for each grading like OS, VG and Good proportionately in relation to APARs to be considered by the DPC. For example, if the APARs to be considered are 5 and total marks for APARs allocated are 60, then marks allocation will be OS:12, VG: 10, Good: 8.

3. Presentation

For promotion to the post of ENGG / JM and up to the post of Group General Manager, candidates will be required to give presentation for about 10 minutes before the DPC through power point or MS Word typed presentation on the following subjects to be decided by the DPC for each candidate prior to start of presentation :

- General Corporate Business Policies / Rules
- Work challenges faced and improvements suggested / implemented in his areas of work
- Overall scenario in sectors of operation of RITES
- Use of IT and new technologies in areas of work
- Financial performance of the company over last 3 years and major issues / risks.

4. Interview

The purpose of the interview is to assess the suitability of the candidates for promotion to the next higher grade/post as per these rules. Marks (out of maximum marks allocated for Interview) shall be awarded by the DPC to the individual candidate, taking into consideration factors like professional knowledge, awareness with the latest trends in his professional field/job/ functional area, ability to reason out logically, presentation of ideas coherently, environmental awareness, leadership, potential for decision making, communication skills, potential/attitude towards acceptance of higher responsibilities, commitment to the organization etc.

5. Qualifying in Screening Test: (for Inter-Cluster promotions only) - as contained in Rule 4.2.5.

Annexure C
(Refer Rule 7.2)

NORMS FOR PROMOTIONS TO / IN NON-EXECUTIVE CADRE ELIGIBILITY PERIOD & MINIMUM EDUCATIONAL QUALIFICATION

Cluster	Promotion		Minimum Educational Qualification in discipline concerned	Eligibility Period
	From	To		
To Cluster II: (Skilled Group)				
Movement from Cluster – I to Cluster – II of NE cadre, being ex-cadre, shall be filled through Open Departmental Selection				
From Cluster –I to lowest rung of Cluster II			For Drivers: Matriculation with valid Driving License For Others: Graduation in Arts / Science / Commerce or 3 years technical Diploma.	5 Years
Within Cluster II	Jr. Asst / Driver / Tech etc.	Asst./PA/TA/ Driver/Tech etc	For Drivers: As above For Others: Graduation in Arts / Science / Commerce or 3 years technical Diploma.	5 Years
To/Within Cluster III	Asst / PA / Driver / TA etc.	Sr. Asst/SPA/ Driver etc.	For Drivers: As above For Others: Graduation in Arts / Science / Commerce or 3 years technical Diploma.	5 Years
	Sr. Asst / SPA / Driver etc.	STA/SO/SG Driver etc	As above	5 Years

Promotion of Draftsman

It has been decided that the channel of promotion of Draftsman be revised by considering them for promotion to NE-III cluster with revised qualification of 2 years Diploma in Draftsmanship in the relevant discipline.

The channel of promotion of Draftsman shall be as under:

Designation (Cluster)	Scale (IDA)	Revised EQ	No. of
Years of Service			
Jr. Draftsman (NE-II)	22000-83000	2 Years full time certificate in Drafts-manship in discipline concerned from a ITI / NCVT / Institution	5
Jr. Draftsman Grade			
– I (NE-II)	24000-90000	-do-	5
Draftsman Grade –			
II (NE-III)	26000-96000	-do-	5
Draftsman Grade – III (NE-III)	29500-111000	-do-	4

Promotion of Technicians:

It has been decided that the channel of promotion of Technicians be revised by considering them for promotion to NE-III cluster with revised qualification of ITI certificate course in the relevant discipline.

The promotional avenues for Technicians shall be as under:

Designation (Cluster)	Scale (IDA)	Revised EQ	No. of Years of Service
Technician – III (NE-II)	20000-66000	ITI certificate in the relevant discipline	5
Technician – II (NE-II)	22000-83000	-do-	5
Technician – I (NE-II)	24000-90000	-do-	5
Technical Asst (NE-III)	26000-96000	-do-	5

Rules for promotion of Draftsman and Technicians contained in Annexure C to Rule 7.2 of Promotion Policy and Rules stand amended accordingly. (OO No. PP:09:2018 dated 15.02.2018)

Notes to Annexure C

1. The existing employees who do not possess the prescribed minimum educational qualifications mentioned above may avail of opportunity to appear and qualify in an 'equivalent written test' as per provisions contained in Rule 7.4.1 of these Rules.

2. Qualification (academic/professional) mentioned above should be duly recognized by UGC/AICTE.

In respect of technical degrees / diploma, employees with only full-time or part-time degrees / diploma duly recognized by UGC/ AICTE, or, those possessing AMIE would be eligible for promotion.

In respect of non-technical degrees / diploma in the discipline of HR/ Finance and other non-technical disciplines, the degrees acquired through distance mode can be considered provided the same is duly recognized by UGC/ AICTE or the statutory body concerned.

The employees absorbed from Railways who had qualified on Railways in the selection of the Gazetted Group B officers test are treated as equivalent to possessing the relevant qualifications and are exempted from possession of required educational qualifications.

3. Movement from Cluster I of NE Cadre to the lowest rung of Cluster II of NE Cadre, being selection to an ex-cadre post shall be subject to fulfillment of standard job specifications as prescribed for the post and the selection shall be through open department selection mode. The provision of "Equivalent Written Test" will not be applicable in such cases.

4. Similarly for movement from Cluster II to the lowest rung of Cluster III, possession of Technical qualification like 3 years Technical Diploma in regard to technical posts, where ever so prescribed will be essential. The provision of "equivalent written test" will not be applicable in such cases.

5. Employees with a minimum regular service of 5 years and pass Section 'A' of AMIE from the Institute of Engineers (India) [IEI] shall be granted exemption from possessing the qualification of Diploma in Engineering In discipline concerned, for promotion in Non-Exec. Clusters and in Exec. Cluster-I up to E1 level (i.e., AM level in current IDA scale of 40,000-1,40,000), wherever Diploma is the minimum qualification required for promotion purpose.

(RITES Office Order No. PP/57/2021 dt. 08.07.2021)

6. Open Departmental Selection in Non-Executive Cluster - III:

a) 20% of the vacancies in Non-Executive Cluster-III shall be filled up through Open Departmental Examination, for selection to the level of N6 in IDA Pay Scale of 26,000-96,000.

b) Minimum educational qualification required shall be as laid down for Open Market Recruitment to this pay scale of 26,000-96,000.

c) Minimum post qualification experience required shall be three (3) years in regular post in RITES as on cut-off date of 31st December of the selection year.

d) The selection shall consist of Written Test (40%), APARs (40%) & Interview (20%), with qualifying marks of 60% (50% for SC/ST) in Interview and 80% (70% for SC/ST) in aggregate, with panel to be drawn on the basis of overall aggregate marks.

(RITES Office Order No. PP/31/2023 dated 30.08.2023)

Annexure D
(Refer Rule 7.2)

NORMS FOR PROMOTION IN NON-EXECUTIVE CADRE

FACTORS OF ESSMENT AND EVALUATION CRITERIA AND MINIMUM AGGREGATE/OVERALL MARKS REQUIRED FOR BEING EMPANELLED BY THE D.P.C.

Promotion		Factors of Assessment/Evaluation Criteria				Min. Aggregate/ Overall Marks Required
From	To	Qualification	APARs	Interview	Total	
To Cluster – II		10	60	30	100	60
To Cluster III		10	60	30	100	60

The intra-cluster promotions in Non-Executive cadres shall be done by DPC on the basis of rating of APARs and other factors as under:

90% weightage to APARs score of 5 years (equally divided among 5 years), 10 marks for additional qualification / certification course / membership of professional institutes, awards / recognition – Additional qualification shall be given two marks and certification course / membership of professional institutes shall be awarded one mark each for every certification course etc. DPC will examine the relevance of the course / certificate etc. and award marks accordingly.

1 mark for each minor penalty during the past five years of service shall be deducted from the overall score. Similarly, in case of major penalty, 3 marks for each penalty imposed during the last five years may be deducted and 2 marks for each penalty be deducted if the period of imposition of penalty is between 5-10 years. Minimum bench marking of 70 marks will be required for an employee to be eligibility for empanelment and promotion.

(RITES Office Order No. PP/114/2022 dated 22.08.2022)

Notes to Annexure D

1. FORMATION OF PANEL:

For a candidate to be empanelled, he/she must secure minimum aggregate/overall marks as stated above.

The employee, apart from scoring 60 marks in aggregate prescribed for placement in panel and promotion in the relevant category shall also be required to score 60% in the interview separately.

(RITES Office Order No. PP/45/2023 dated 16.11.2023)

2. Marks for Qualification will be assigned as under:

- Possessing prescribed minimum qualification : 8 Marks
- Possessing additional / higher Qualification than prescribed minimum education qualification: 10 Marks

(Note: In respect of the employees covered by Rule 7.4.3 i.e. those possessing lesser qualification then prescribed for the post, assigning of suitable marks depending upon level of qualification may be considered.)

3. Marks for APARs will be allocated year-wise for each grading like OS, VG and Good proportionately in relation to APARs to be considered by the DPC. For example, if the APARs to be considered are 5 and total marks for APARs allocated are 60, then marks allocation will be OS:12, VG: 10, Good: 8.

4. Interview

The purpose of the interview is to assess the suitability of the candidates for promotion to the next higher grade/post as per these rules. Marks (out of maximum marks allocated for Interview) shall be awarded by the DPC to the individual candidate, taking into consideration factors like job/trade/ functions related knowledge, awareness with the latest trends in his field/ job/functional area, ability to reason out logically, presentation of ideas coherently, environmental awareness, leadership, decision making qualities, communication skills, attitude towards acceptance of higher responsibilities, commitment to the organization etc.

5. Qualifying in Screening Test –

(for Inter-Cluster promotions only) – as mentioned in Rule 4.2.5.

Annexure E
(Refer Rule 7.2)

NORMS FOR PROMOTIONS IN NON-EXECUTIVE CADRE FOR THOSE POSSESSING HIGHER QUALIFICATIONS

Cluster	Promotion		Minimum Educational Qualification in discipline concerned	Eligibility Period	Minimum marks required
	From	To			
Within Cluster II	Jr. Asst / Tech etc.	Asstt. / PA / Tech etc.	CA / ICWA / MBA in relevant discipline / MCA / Degree in Engg. / Degree in Law etc.	3 Years	Overall – 70% (60% for SC/ ST), out of 100 marks (60 - APAR / 40 - Interview); and 60% (50% for SC/ST) in Interview separately.
To / Within Cluster III	Asstt. / PA / Tech etc.	Sr. Asst / SPA / TA etc.		4 Years	
	Sr. Asstt. / SPA / TA etc.	SO / SPA / STA etc.		4 Years	

Notes to Annexure E:

1. Qualification (academic / professional) mentioned above should be duly recognized by UGC / AICTE.

   In respect of technical degrees, employees with only full time or part time degrees, duly recognized by UGC/AICTE, or, those possessing AMIE would be eligible for promotion.

   In respect of non-technical degrees in the discipline of HR / Finance and other non-technical disciplines, the degrees acquired through distance mode can be considered provided the same is duly recognized by UGC/ AICTE or the statutory body concerned.

   The employees absorbed from Railways who had qualified on Railways in the selection of the Gazetted Group-B officers test are treated as equivalent to possessing the relevant qualifications and are exempted from possession of required educational qualifications.

2. The provision of 'equivalent written test' will not be applicable in these cases. However, the equivalent / alternative qualifications as mentioned at Annexure A-1 (under Rule 6.2) shall be applicable.

3. Provision for Screening Test shall continue to be applicable for Inter-Cluster promotions as mentioned in Rule 4.2.5 and revised from time to time.

   (RITES Office Order No. PP/34/2021 dated 20.04.2021 and No. PP/45/2023 dated 16.11.2023)

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CHAPTER – XVI

POLICY ON DEPUTATION

Application

Based on the instructions issued by DPE / DOPT from time to time and the exemption granted by the Govt. from the rule of immediate absorption, the Company take officials on deputation from Central/ State Governments, especially the Railways and other PSEs, to meet its business requirement where it is not able to do so from within or where such expertise is not available on tenure basis; on the terms and conditions as permitted by the Government.

1.1 These rules will apply to all Central/State Govt./PSE employees who are taken on deputation / foreign service in accordance with the Recruitment Rules where such foreign service has been permitted in relaxation of appointment on immediate absorption conditions.

1.2 The following types of appointments will not be treated as deputation / foreign service for the purposes of these orders:

(a) Appointment of employees made either by promotion or, by direct recruitment from open market, whether on permanent or temporary basis.

(b) Permanent appointments made by transfer (on absorption basis).

(c) Temporary appointment made on the basis of personal requests of employees.

(d) Arrangements necessitated by staff imbalances arising out of re-organization of offices on the same or different stations.

1.3 An employee appointed on deputation / foreign service may elect to draw either the pay in the scale of pay of deputation / foreign service post or his basic pay in the parent cadre plus deputation (duty) allowance thereon plus personal pay, if any.

However, in case of Government employees on deputation / foreign service to the company, this option will not be available and their pay will be governed in terms of the orders issued by Department of Public Enterprises / DOPT from time to time.

1.4 The employee, who is eligible for option, can give such option within one month from the date of joining on the deputation post.

2.1 The option once exercised shall be final.

2.2 However, the employee may revise the option under the following circumstances which will be effective from the date of occurrence of the same.

(a) When he receives proforma promotion or is appointed to non-functional selection grade in his parent cadre.

(b) When he is reverted to a lower grade in his parent cadre.

(c) When the scale of pay of the parent post on the basis of which his emoluments are regulated during deputation / foreign service, or, of the post held by the employee on deputation / foreign service is revised either prospectively or from a retrospective date.

(d) Based on the revised/same option of the employee, in the event of proforma promotion/ appointment to non-functional selection grade, revision of scales of pay in the parent cadre, the pay of deputationist will be re-fixed with reference to the revised entitlement of pay in the parent cadre. However, if the initial option was for the pay scale of the deputation post and no change in option already exercised is envisaged, the pay already drawn on deputation post will be protected, if the pay re-fixed is less.

Note : Revision in the rates of DA, HRA or other allowances either in the parent or borrowing organisation shall not be an occasion for revision of the earlier option.

2.3 If the pay of an employee in his cadre post undergoes downward revision, the pay in the deputation post is also liable to be re-fixed on the basis of revised pay and in accordance with the revised option or existing option if the employee does not revise his option.

Pay Fixation

3.1 When an employee on deputation / foreign service, other than those coming from CDA pattern of scales where there is no change in the pay, elects to draw pay in the scale of pay attached to the deputation post, his pay may by fixed as under:

(a) When the pay scale of the post in the parent cadre and that attached to deputation post are based on same index level and the DA pattern is also same, the pay may by fixed as under:-

If the scale of pay of the deputation post is higher, the pay may be fixed after adding one increment to the existing pay of the parent cadre post. If the pay after adding the increment is less than the minimum of the pay of the deputation post, the pay will be fixed at the minimum of the scale of the deputation post.

In case the pay scale of employee's cadre post and the deputation post are identical, the employee would continue to draw his/her existing basic pay.

(b) If the appointment is made to a post whose pay structure

and / or DA pattern is dissimilar to that in the parent organisation, pay may be fixed by adding, one increment to the pay in the parent cadre post in the scale of his regular parent post (and additional or ad-hoc dearness Allowance, Interim relief etc., if any) with emoluments comprising of pay plus DA, ADA, Interim relief etc., if any, admissible in the borrowing organisation and the pay may be fixed at the stage in the pay scale admissible in deputation post as above equal the emoluments drawn in the cadre.

3.2 In cases of appointment from one ex-cadre to another ex-cadre / deputation post where the employee opts to draw pay in the scale of the ex-cadre post, the pay in the second or subsequent ex-cadre / deputation posts, should be fixed under the normal rule as with reference to pay in the cadre post only. In such cases the pay drawn in subsequent appointment / shall not be less than the pay drawn earlier.

3.3 In cases of appointments to a second or sub-sequent ex-cadre / deputation post(s) in a higher pay scale than that of the previous ex-cadre / deputation post, the pay is to be fixed with reference to the pay drawn in the cadre post and if the pay so fixed happens to be less than the pay drawn in the previous ex-cadre / deputation post, the difference may be allowed as personal pay to be absorbed in future increases in pay. This is subject to the condition that on both the occasions the employees should have opted to draw pay in the scales of pay attached to the ex-cadre / deputation posts.

Note :

1. The term parent post basic pay means the post held on regular basis in the parent organisation and pay drawn admissible in such a post respectively.

2. An officer who may be holding a higher post on ad hoc basis in the cadre at the time of proceeding on deputation / foreign service would be considered to have vacated the post held on ad hoc basic and proceeded on deputation / foreign service from his regular post. During his deputation / foreign service, he shall earn notional increments, in his regular post only.

3. Pay of officer appointed on deputation / foreign service on ad-hoc basis pending selection of a regular incumbent may also be regulated in accordance with provisions of para 4.1 & 5.1.

4.1 The deputation (duty) allowance admissible shall be at the following rates: Deputation (Duty) Allowance

(a) 5% of the employee's basic pay subject to a maximum of Rs. 4500/- p.m. when the transfer is within the same station;

(b) 10% of the employee's basic pay subject to a maximum of Rs. 9000/- p.m. in all other cases;

(c) The deputation (duty) allowance as above shall be further restricted as under:

i) Basic Pay, from time to time, plus Deputation (Duty) Allowance shall not exceed the maximum of the pay of the post held on deputation.

ii) Basic Pay in the revised pay structure mean the pay drawn in the prescribed pay scale but does not include any other type of pay like special pay / allowance etc.

iii) Deputation duty allowance shall not be permissible beyond 5th year of deputation.

Note :

1. The term 'same station' for this purpose will be determined with reference to the station where the person was on duty before proceeding on deputation.

2. When there is no change in the headquarters with reference to the last post held, the transfer should be treated as within the same station and when there is change in headquarters it would be treated as not in the same station. So far as places falling within the same urban agglomeration of the old headquarters are concerned, they would be treated as transfer within the same station.

3. In case of officials coming on deputation to Gurgaon from Delhi, Deputation Allowance would be 10%.

4.2 Special rates of deputation (duty) allowance may be admissible under separate orders in any particular area on account of the conditions of living there being particularly arduous or unattractive. Where special rate is favourable than rate under para 4.1 above employee deputed to the area will be given the benefit of the special rate.

4.3 If an employee with the permission of the competent authority proceeds on deputation / foreign service from one ex-cadre post to another ex-cadre post in the same or another organisation without reverting to his parent cadre, and if the second ex-cadre post is at the same station as the first ex-cadre post, then the rate of deputation (duty) allowance would remain unchanged.

4.4 In cases where a person on deputation / foreign service is transferred by the borrowing authority from the station to another without any change in the post held by him, the rate of deputation (duty) allowance will be refixed as per 4.1 (b).

Admissibility of Other Pay Allowances & Benefits while on Deputation/ Foreign Service

5.1 Any project allowance admissible in a project area in the borrowing organisation may be drawn in addition to deputation (duty) allowance.

5.2 Any special pay granted to an employee in the parent department under FR9(25) or a corresponding rule of parent organisation should not be allowed in addition to deputation (duty) allowance. However, the borrowing department may allow in addition to deputation (duty) allowance under special circumstances any special pay attached to the post held by the employee is his/her Parent Department, by suitably restricting the deputation (duty) allowance. This will require the specific and prior approval of Department of Personnel & Training.

5.3 Special pay would be admissible, in case special pay is attached to the scale of pay of the ex-cadre / deputation post and the employee has opted to draw pay also in that scale. However, such special pay will not be admissible if he has opted to draw grade pay of parent post plus deputation allowance.

5.4 Personal pay, if any, drawn by an employee in his parent department will continue to be admissible on deputation/foreign service if he opts to draw grade pay plus deputation allowance. No deputation allowance on this personal pay will however, be admissible.

5.5 Increments: The employee will draw increment in the parent grade or in the grade attached to the deputation post as the case may be, depending on whether he has opted for his own grade pay plus deputation (duty) allowance or the time scale of the deputation post. If he has opted for time scale of the deputation post, notional increment shall also continue to accrue to him in the post held on regular basis in parent cadre/ organisation for the purpose of regulation of pay on repatriation back to parent post at the end of tenure.

5.6 Admissibility of allowances and benefits while on deputation/ foreign service.

Following Allowance/Facilities will be regulated in accordance with the rules as explained against each:

(i) Pay and Allowances -The employee can choose the pay and allowances of the parent department plus deputation allowance or the pay and allowances of the borrowing organisation.

(ii) Medical Facility- He will be entitled for medical facility in accordance with the rules of the borrowing organization for the employees of corresponding status under the organization or at the option of the employee to enjoy the facility as existing in his parent organization.

(iii) Leave – Leave to an employee on deputation / foreign service shall be regulated by the leave Rules of the parent organisation. If however, an employee proceeds from vacation department to non-vacation department, or vice-versa, he shall be governed by leave Rules of the borrowing organisation.

(iv) Following allowances will be regulated with mutual consent of the lending and borrowing organisation.

a) HRA

b) Joining time and pay*

c) Travelling allowance and Transfer T.A.

d) Children Education Allowance

e) LTC

* In case of Railway employees on deputation to RITES, the joining time both ways shall be payable by RITES

(v) Promotion Benefits- During the tenure of deputation, if the employee gets promoted in his parent department, the borrowing organization will have no objection to relieve him. If he continues on deputation, fixation benefits will be given to him on account of the promotion in present cadre under Next Below Rule.

(vi) Performance Related Pay (PRP) -He would be entitled to performance-related pay (PRP) if he is in IDA scale in terms of rules of the borrowing organization. However, this benefit is not applicable to employees of CDA Scale.

(RITES Office Order No. PP/52/2020 dated 09.11.2020)

(vii) Travel facility to Railway officials during period of deputation with RITES in lieu of curtailed privilege passes

Railway servants get reduced number of privilege passes after two years of deputation period in case of Senior Administrative Grade (SAG) officers and after 3 years of deputation for officers below SAG level. The Railway officials on deputation are allowed reimbursement of actual journey fare up to destination rail head subject to following conditions:

(a) Additional number of journeys will be limited to number of curtailed passes by rail only ** by entitled class on production of proof of travel and expenditure.

(b) The reimbursement facility will be admissible only after the due number of passes have been withdrawn from the Railways for which the official will have to submit the details in the prescribed proforma certified by the pass issuing authority from the Railways.

(c) The reimbursement will be limited to the actual number of persons undertaking the journeys but not exceeding the entitled numbers as per Railway Pass Rules

(d) Cost of journey of attendant will not be reimbursed.

(e) Travel entitlement and rules governing such journeys will be the same as provided in Railway servants pass Rules.

** SAG and above level officers on deputation will be permitted for reimbursement to travel by air subject to the following conditions

(i) Travel by air will be between places connected with Rail facility only.

(ii) Re-imbursement of air fare will be limited to the base fare in the entitled class of train in the shortest route/by direct train and no additional charges/surcharges like Superfast surcharge/Reservation charge/Service tax etc will be taken into account. Re-imbursement will be limited to the actual air fare or the base fare of the train in the entitled class whichever is lower.

(iii) Train fares of Rajdhani/Shatabdi/Duronto/Premier trains will not be taken into consideration.

5.7 Leave, Salary and Pension Contribution

(i) In case of deputation of Central Government employee, leave salary contribution (except for the period of leave availed on foreign service) and pension Contribution / CPF (Employer's share) contribution are required to be paid or by the borrowing organisation to the Central Government.

(ii) In cases of reverse deputation from Central /State Public Sector Undertakings/ Autonomous Bodies to Central Government the question regarding leave salary and pension contribution will be decided by mutual consent.

(iii) In cases of deputation to / from, Central / State Public Sector Undertakings/ Autonomous Bodies to the company the entitlements of leave salary and pension contribution will be decided by mutual consent of both the PSEs /

Autonomous bodies.

(iv) In case an employee is covered under New Pension Scheme (NPS) or defined contribution scheme, the borrowing organisation shall make matching contribution to the NPS / defined contribution account of the employee.

(v) Payment of FSC/LSC -Foreign Service Contribution (FSC) is to be paid by borrowing organisation as per the rules applicable in RITES Limited as updated from time to time. FSC includes contribution towards Pension, Gratuity, Leave Salary, Provident Fund, Administrative Charges payable to EPFO and GSLI

Tenure of Deputation/ Foreign Service

6.1 Tenure of Deputation-The tenure of deputation shall be as per requirement of the borrowing organisation subject to a maximum of 5 years. In case, the employee does not join back at the end of the sanctioned tenure, he shall be deemed to have resigned from RITES' service

6.2 In case where the period of deputation needs to be extended where absolutely necessary in public interest, the Administrative Ministry should be approached six months before the date of expiry of tenure after fulfilling necessary requirements like obtaining the willingness from the officer on deputation, no objections from various quarters for granting an extension.

In case of non gazetted railway staff, the zonal railway should be approached for issuing no objection to extension of deputation and only after it is received, the Ministry be approached.

(i) The extension should be strictly in public interest and with the specific prior approval of the concerned Minister of the borrowing Ministry/Department and in respect of other organisations, with the approval of the Minister of Ministry/ Department with which they are administratively attached.

(ii) Where such extension is granted it would be on the specific understanding that the officer would not be entitled to draw deputation (duty) allowance.

6.3 Proposals for extension beyond the fifth year should be rare and only in exceptional circumstances as the same would be allowed only after obtaining the approval of the Minister of the borrowing Ministry/Department concerned.

6.4 If during the period of deputation / foreign service the basic pay of an employee exceeds the maximum of the scale of pay of the post or the fixed pay of the post, on account of proforma promotion in his cadre under the Next Below Rule or otherwise, the deputation / foreign service of the employee should be restricted to the maximum period of six months from the date on which his pay exceeds such maximum and he should be reverted to his parent department within

the said period.

6.5 If during the period of deputation/foreign service, on account of proforma promotion in the parent cadre the official concerned becomes entitled to a higher Pay Scale / Pay Band & Grade Pay in the parent cadre vis-à-vis that of the ex- cadre post, the official shall complete his/her normal / extended tenure of deputation already sanctioned with the approval of the competent authority at the revised pay.

Premature Reversion of Deputationist to Parent Cadre

7.1 However, as and when a situation arises for premature reversion to the parent cadre of the deputationists, his services could be so returned after giving advance intimation of reasonable period to the lending Ministry/Department and the employee concerned.

Absorption of Executives and Staff in RITES

8.1 Individual cases of absorption are processed, taking into account the organisational structure and diverse needs of business growth, availability of vacancies in the regular sanctioned cadre, identification of specific posts in the organisational set up with appropriate linkages with qualifications, experience and technical suitability of the incumbents. While doing so, interests of the in-house available staff are kept in view.

Grant of Post & pay on deputation (Absorption)

9.1 A concordance table showing the post / grade in the parent department and post to be offered on absorption is as under :

Grant of post & Pay on Absorption	Designation and Pay Scale as per 7th CPC Pay Matrix the parent Organization	Designation Given on Absorption
	Group 'C' Officials (Level 6)	Assistanty Manager (E-1)
	Group 'C' Officials (Level 7)	Manager (E-2)
	Group "A"/'B' Gazetted Officers (Level 8,9,10)	Sr.Manager (E-3)
	Sr. Scale Officers (Level 11)	Dy. General Manager (E-4)
	JA Grade Officers (Level 12)	Addl. Geneneral Managr (E-6)
	SG Officer with 15 years group 'A' Service (Level 13)	General Manager(E-7)
	SG Officer with more than 19 years Group 'A' Service (Level13)	Group General Manager (E-8)

Grant of post on Deputation	Designation and Pay Scale as per 7th CPC Pay Matrix the parent Organization	Designation Given on Deputation
	Group 'C' Officials (Level 6)	Assistanty Manager (E-1)
	Group 'C' Officials (Level 7)	Manager (E-2)
	Junior Scale/Group 'B' / SSEs with GP-4800 (level 8 of 7th CPC)	Sr.Manager (E-3)
	Sr. Scale Officers (Level 11)	Dy. General Manager (E-4). Officers with 3 years service in Senior Scale shall be designated as JGM
	JA Grade Officers (Level 12)	Addl. Geneneral Managr (E-6)
	SG Officer with less than 18 years of group 'A' Service (Level 13)	General Manager(E-7)
	SAG/NF SAG/SG Officer with 18 years Group 'A' Service	Group General Manager (E-8)

Procedure for absorption

10.1 While considering cases of absorption, firstly it is seen whether the skill, knowledge and expertise is available with regular cadre officers' of RITES and they are suitable to the requirements of the projects or not. If such skill knowledge and expertise is not available, then willingness is obtained from officers already working on deputation. The suitability for absorption is determined by a screening/ interview committee. For the level of GGM and above posts, the screening committee consists of 3 Directors and for posts below GGM level, it consists of 3 GGMs/GM level officers. Keeping in view the experience, knowledge, skills possessed by the officer concerned and requirements of the company, the selection committee determines the suitability of the applicant including the post and grade for which the employee is suitable for absorption keeping in view the broad principles indicated above.

10.2 The recommendations of the screening committee are put up to CMD, in case absorption is up to the post of Senior Manager (IDA scale of Rs. 60,000-1,80,000). For posts of Deputy General Manager and above, the same is put up for consideration of the BOD. Once CMD/BOD approve the absorption, the proposal is sent along with the resignation of the official to the Railway/Ministry, with justification, for approval. On approval by the Department/Ministry of recommendation, the orders are issued to this effect by the Department/Ministry.

(a) Seniority

The seniority of an employee on absorption would be assigned from the date of joining RITES on deputation in case the grade / post of the absorption is identical with

the parent cadre post / grade held by him in a substantive position in parent department.. However, in case where a deputationist has been absorbed in a higher post / pay scale than his substantive parent cadre post /grade, he would be assigned seniority from the date of his absorption in the company.

In case of Senior Section Engineers and other Discipline officials of equivalent level drawing GP of 4800 (L-8 of 7th CPC) will be considered for permanent absorption in RITES as Manager in IDA scale of 50,000-1,60,000. Their seniority will be reckoned in Manager level (E-2) from the date of joining RITES on deputation or during the deputation tenure of RITES.

(b) Fixation of Pay

The rules on fixation of pay as contained in Chapter IV – Salary Structure and Administration would be applicable as amended from to time.

11.1 The Company may, at any time, depending upon requirement modify / amend / alter any of the rules / procedure of deputation / absorption in the overall interest of the Company.

11.2 The Chairman & Managing Director shall have the power to interpret these rules in case of doubt and his decision shall be final. He may also relax the provision of these rules in individual cases of hardship for reasons to be recorded in writing.

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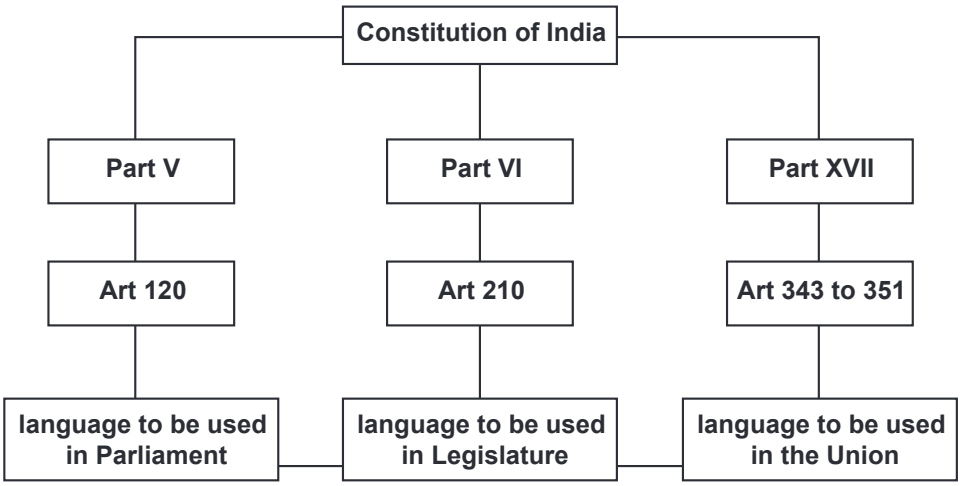
CHAPTER – XVII

USE OF OFFICIAL LANGUAGE

1.1 Official Language Policy of Union has been laid down in the Constitution of India's in Part V (Article 120), Part VI(Article 210) and Part XVII (Article 343 to 351).

Official Language Policy



2.1 Directives as per the Constitution :

Salient Features of Official Language

- Hindi in Devnagari script is the official language of the Union. Art-343 (1)
- The international form of Indian numerals (1, 2, 3, 4, 5, 6, 7, 8, 9, 0) should be used for the official purpose of the Union. Art -343 (2)

3.1 Art. 351- It shall be the duty of the Union to promote the spread of the Hindi language to develop it so that it may serve as medium of expression for all the elements of the composite culture of India and to secure its enrichment by assimilating without interfering with its genius, the forms, style and expressions used in Hindustani and in other languages of India specified in the Eighth Schedule, and by drawing, wherever necessary or desirable, for its vocabulary, primarily on Sanskrit and secondarily on other languages.

Directives for Development of the Hindi Language

Schedule VIII consists following languages –

1. Assamese	2. Oriya	3. Urdu
4. Kannada	5. Kashmiri	6. Gujarati
7. Tamil	8. Telugu	9. Punjabi
10. Bengali	11. Marathi	12. Malayalam
13. Sanskrit	14. Sindhi	15. Hindi
16. Manipuri	17. Nepali	18. Konkani
19. Maithili	20. Santhali	21. Bodo
22. Dogri		

Official Language Act, 1963

4.1 (Under Section 3(3) of the OL Act.) both Hindi & English language shall be used for

(i) Resolution, general orders, rules/notification, administrative or other reports on Press communications issued or made by the Central Government or by a Ministry/Department or Office thereof or by a Corporation or Company owned or controlled by the Central Government or by any office of such Corporation or Company;

(ii) Administrative and other reports and official papers laid before a House or the Houses of Parliament;

(iii) Contracts and agreements, executed and licenses, permits, notices and forms of tender issued by or on behalf of the Central Government or any Ministry, Department or office thereof or by a corporation or company owned or controlled by the Central Government or by any office of such Corporation or Company.

Note - General orders:-

All orders, decisions, instructions and circulars intended for departmental use and which are of standing nature and all such orders, instructions, letters, memoranda, notices, circulars etc. relating to or intended for a group or groups of Government employees are known as “General Orders” under section 3 (3) of O.L. Act.

Creation of Regions (Official Language Rule 1976

5.1 For proper use of Official Language in Government Departments/ PSUs/ Autonomous bodies, the country has been divided into following regions :-

Sl. No.	Region	States/Union Territories falling in the Region
1	A	Bihar, Chattisgarh, Haryana, Himachal Padesh, Jharkhand, Madhya Pradesh, Rajasthan, Uttar Pradesh, Uttarakhand, N.C.T. of Delhi and Andaman & Nicobar Islands Union Territory.
2	B	Gujarat, Maharashtra, Punjab & U.T. of Chandigarh, Daman & Diu, Dadra & Nagar Haveli
3	C	All others States & UTs not referred to (1) & (2) above.

6.1

- All Manuals, codes and other procedural literature shall be printed or cyclostyled both in Hindi and English.
- The forms and headings of registers shall be both in Hindi & English.

- Central Government offices located in 'A' & 'B' regions, should correspond with the States or UTs or the offices under their control located in Region 'A' in Hindi.

- All letters received in Hindi are to be replied in Hindi only.

- Entries in Registers maintained in offices located in Regions 'A' & 'B' shall be made in Hindi.

- It should be ensured that the candidates have the option to answer the question papers of all the in-services, departmental and promotion examinations (including All India Level Examinations)of all the Ministries, Departments of Central Govt. and its Attached and Subordinate Offices and of all Corporations, Undertakings, Banks etc. owned or controlled by the Central Govt., in Hindi. The question papers should compulsorily be set in both the languages (Hindi and English). In interviews, the candidate should have the option to answer in Hindi.

- Every type of training, whether of long-term or of short term, should generally be imparted through Hindi medium in 'A' and 'B' Regions. To impart training in 'C' Region the training material should be prepared both in Hindi and in English and made available to the trainees in Hindi or in English as per their requirements.

- Stationery items, name plates, notice boards, forms, procedural literature, rubber-stamps, invitation cards etc. of all the Ministries/Departments including Indian Offices located abroad, should invariably be got prepared both in Hindi & English.

- Ministries/Departments/Offices etc. should regularly nominate their employees to the different training programmes of the Departments of Official Language and direct them to be present in the classes regularly, to take training with sincerity and write the examination.

- Website should be prepared in Hindi also.

- Seminars, Conferences, Workshops etc. may be organized from • time to time for bringing out a change in the attitude of the Officers/employees and imparting them comprehensive knowledge regarding the official language policy.

- Publication of house-magazine and news-letters bilingually (Hindi/English) with equal allocation of pages.

7.1 The official Language Resolution dated 18th January, 1968 as adopted by both the Houses of Parliament states : **Annual Programme**

" The House resolves that a more intensive and comprehensive programme shall be prepared and implemented by the Government of India for accelerating the spread and development of Hindi and its progressive use for the various official purposes of the Union and an Annual Assessment Report giving details of the measures taken and the progress achieved shall be laid on the Table of both the Houses of Parliament"

It is in consonance with the provisions of the said Resolution that and Annual Programme for the promotion and progressive use of the Official Language Hindi is prepared every year for implementation by the Central Government offices and Public Sector Bank/ Undertakings.

The following points in the Annual Programme deserve utmost attention :

- It is necessary the Presidential orders issued on all the nine volumes of the report of the committee of Parliament on Official Language be complied with the by the Ministries/ Deptts/ offices etc.

- Available information Technology aids including computers, e-mails and websites may be used to promote the use of Hindi.

- The Official Language Policy of the Union is based on encouragement and motivation. However, the compliance of the instructions relating to Official Language should be ensured strictly. Ministries/Departments/Offices may consider initiating disciplinary proceedings in case of willful non-compliance of the order relating to Official Language.

- Ministries/Department need to give special attention on development of the IT system pertaining to Official Language. All the computers are to be equipped with necessary facilities so that working in Hindi is possible and E-mail/Electronic messages etc. may be ensured to contain maximum use of Hind i in the Inter-Ministerial/Inter-Departmental correspondences along the correspondences with private parties.

- Superseding the order issued on recommendation No. 70 of 8th part of the Committee of Parliament on Official Language, comments made at recommendation No. 48 and 88 of 9th part have been accepted subject to the modification that the advertisements published in English/ Regional Languages shall mandatorily be published in Hindi also.

- In the Hindi newspapers, advertisement should be given in Hindi only and in the English newspapers these should

be only in English. When advertisements are given in English newspapers, then at the end of the advertisement, it should be invariably mentioned that the Hindi version of the notification/advertisement/circular regarding vacancy is available on the website. For this complete link should also be provided.

8.1 Every office irrespective of its strength is required to form Official Language Implementation Committee, with Head of Office as its Chairman. At least one meeting of the Committee must be convened in every three months.

Formation of Official Language Implementation Committee

9.1 It shall be the responsibility of all Vertical / Regional /Sub-Unit /RIO/ PU Heads :

Responsibility for Compliances

(i) to ensure that the provisions of the Act and Rules are properly complied with;

(ii) to devise suitable and effective check points for this purpose; and

(iii) Any officer while on inspection to field officer shall check the status of compliance of the Act and Rules and shall record a note to this effect in his tour note.

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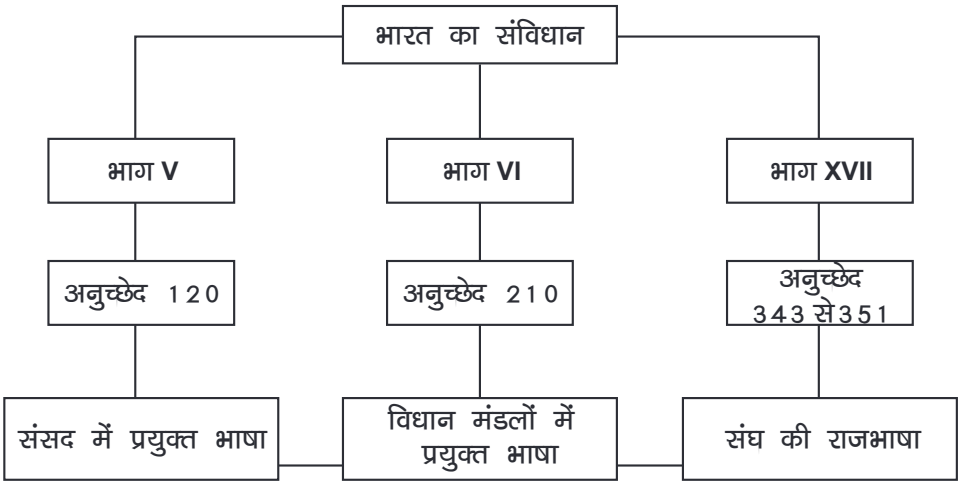
अध्याय–XVII

राजभाषा का प्रयोग

1.1 संविधान के भाग–V (अनुच्छेद 120), भाग–VI (अनच्छेद–210), भाग 17 (अनुच्छेद–343 से 351) में संघ की राजभाषा नीति का उल्लेख किया गया है.



राजभाषा की मुख्य विशेषताएं

2.1 संविधान के अनुसार निर्देश

- देवनागरी लिपि में लिखी हिंदी संघ की राजभाषा होगी. अनुच्छेद–343 (1)
- संघ के सरकारी प्रयोजनों के लिए भारतीय अंकों का अंतरराष्ट्रीय रूप (**1,2, 3, 4, 5, 6, 7, 8, 9, 0**) प्रयोग होगा. अनुच्छेद–343 (2)

हिंदी भाषा के विकास के लिए निर्देश

3.1 अनुच्छेद–351– संघ का यह कर्तव्य होगा कि वह हिंदी भाषा का प्रसार बढ़ाए, उसका विकास करे जिससे वह भारत की सामाजिक संस्कृति के सभी तत्वों की अभिव्यक्ति का माध्यम बन सके और उसकी प्रकृति में हस्तक्षेप किए बिना हिंदुस्तानी में और आठवीं अनुसूची में विनिर्दिष्ट भारत की अन्य भाषाओं में प्रयुक्त रूप, शैली और पदों को आत्मसात् करते हुए और जहां आवश्यक या वांछनीय हो वहां शब्द–भण्डार के लिए मुख्यतः संस्कृत से और

गौणतः अन्य भाषाओं से शब्द ग्रहण करते हुए उसकी समृद्धि सुनिश्चित करे.

आठवीं अनुसूची में निम्नलिखित भाषाएं शामिल है–

1. असमिया	2. उड़िया	3. उर्दू	4. कन्नड़
5. कश्मीरी	6. गुजराती	7. तमिल	8. तेलुगू
9. पंजाबी	10. बांग्ला	11. मराठी	12. मलयालम
13. संस्कृत	14. सिंधी	15. हिंदी	16. मणिपुरी
17. नेपाली	18. कोंकणी	19. मैथिली	20. संथाली
21. बोडा	22. डोगरी		

राजभाषा अधिनियम– 1963

4.1 राजभाषा अधिनियम की धारा 3(3) के अधीन हिंदी व अंग्रेजी दोनों ही –

- संकल्पों, साधारण आदेशों, नियमों, अधिसूचनाओं, प्रशासनिक या अन्य प्रतिवेदनों या प्रेस विज्ञप्तियों के लिए, जो केंद्रीय सरकार द्वारा या उसके किसी मंत्रालय, विभाग या कार्यालय द्वारा या केंद्रीय सरकार के स्वामित्व में के या नियंत्रण में के किसी निगम या कंपनी द्वारा या ऐसे निगम या कंपनी के किसी कार्यालय द्वारा निकाले जाते हैं या किए जाते हैं,

- संसद के किसी सदन के समक्ष रखे गए प्रशासनिक तथा अन्य प्रतिवेदनों और राजकीय कागज–पत्रों के लिए;

- केंद्रीय सरकार या उसके किसी मंत्रालय, विभाग या कार्यालय द्वारा या उसकी ओर से या केंद्रीय सरकार के स्वामित्व में के या नियंत्रण में के किसी निगम या कंपनी द्वारा या ऐसे निगम या कंपनी के किसी कार्यालय द्वारा निष्पादित संविदाओं और करारों के लिए तथा निकाली गई अनुज्ञप्तियों, अनुज्ञापत्रों, सूचनाओं और निविदा–प्रारूपों के लिए प्रयोग में लाई जाएगी.

नोट– सामान्य आदेशः–

स्थायी प्रकार के सभी आदेश, निर्णय, अनुदेश परिपत्र जो विभागीय प्रयोग के लिए हो तथा ऐसे सभी आदेश, अनुदेश, पत्र, ज्ञापन, नोटिस, परिपत्र आदि जो सरकारी कर्मचारियों के समूह अथवा समूहों के संबंध में या उनके लिए हों, राजभाषा अधिनियम की धारा 3(3) के अधीन 'सामान्य आदेश' कहलाते हैं.

क्षेत्र विभाजन (राजभाषा नियम–1976)

5.1 सरकारी विभागों/पी.एस.यू/स्वायत्त निकायों में राजभाषा का उचित प्रयोग किए जाने के लिए, देश को निम्नलिखित क्षेत्रों में बांटा गया है :

क्रम सं.	क्षेत्र	क्षेत्र में शामिल राज्य/ संघ राज्य क्षेत्र
1	क	बिहार, हरियाणा, हिमाचल प्रदेश, मध्य प्रदेश छत्तीसगढ़, झारखंड, उत्तराखंड, राजस्थान और उत्तर प्रदेश राज्य तथा अंडमान–निकोबार द्वीप समूह, दिल्ली संघ राज्य क्षेत्र
2	ख	गुजरात, महाराष्ट्र, पंजाब एवं संघ शासित प्रदेश चंडीगढ़, दमन एवं दीव, दादरा एवं नगर हवेली
3	ग	उक्त (1) एवं (2) में निर्दिष्ट राज्यों और संघ शासित प्रदेश से भिन्न राज्य एवं संघ शासित राज्य

6.1 राजभाषा नीति संबंधी प्रमुख निर्देश

- सभी नियमावली, आचार संहिताएं एवं अन्य सामग्री हिंदी व अंग्रेजी दोनों भाषाओं में मुद्रित या साइक्लोस्टाइल की जाएगी.
- फार्म एवं रजिस्टरों के शीर्षक हिंदी एवं अंग्रेजी में होंगे.
- 'क' एवं 'ख' क्षेत्र में स्थित केंद्र सरकार के कार्यालयों द्वारा 'क' क्षेत्र में ही स्थित संघ शासित प्रदेशों तथा राज्यों तथा अधीनस्थ कार्यालयों के साथ पत्राचार हिंदी में ही किया जाएगा.
- हिंदी में प्राप्त सभी पत्रों के उत्तर केवल हिंदी में ही दिए जाएंगे.
- 'क' एवं 'ख' क्षेत्र में स्थित कार्यालयों में प्रयोग में लाए जा रहे रजिस्टरों में प्रविष्टियां हिंदी में ही की जाएंगी.
- यह भी सुनिश्चित किया जाना चाहिए कि केंद्रीय सरकार के सभी मंत्रालयों, विभागों तथा उनसे सम्बद्ध और अधीनस्थ कार्यालयों तथा केंद्रीय सरकार के स्वामित्व में या नियंत्रणाधीन निगमों, उपक्रमों, बैंको आदि में सभी सेवाकालीन विभागीय तथा पदोन्नति परीक्षाओं में (अखिल

भारतीय स्तर की परीक्षाओं सहित) अभ्यर्थियों को प्रश्न–पत्रों के उत्तर हिंदी में भी देने की छूट दी जाए. प्रश्न–पत्र दोनों भाषाओं (हिंदी और अंग्रेजी) में तैयार किए जाएं. जहां साक्षात्कार लिया जाना हो, वहां भी प्रश्नों के उत्तर हिंदी में देने की छूट दी जाए.

- 'क' तथा 'ख' क्षेत्रों में सभी प्रकार का प्रशिक्षण चाहे वह अल्पावधि का हो अथवा दीर्घावधि का, सामान्यतः हिंदी माध्यम से होना चाहिए. 'ग' क्षेत्र में प्रशिक्षण देने के लिए प्रशिक्षण सामग्री हिंदी और अंग्रेजी दोनों भाषाओं में तैयार कराई जाए और प्रशिक्षार्थी की मांग के अनुसार हिंदी या अंग्रेजी में उपलब्ध कराई जाए.

- विदेश स्थित भारतीय कार्यालयों सहित सभी मंत्रालयों/विभागों आदि की लेखन सामग्री, नाम पट्ट, सूचना–पट्ट, फार्म, प्रक्रिया संबंधी साहित्य, रबड़ की मोहरें, निमंत्रण पत्र आदि अनिवार्य रूप से हिंदी–अंग्रेजी में बनवाए जाएं.

- राजभाषा विभाग द्वारा चलाए जा रहे विभिन्न प्रशिक्षण कार्यक्रमों में मंत्रालय/विभाग/कार्यालय आदि नियमित रूप से अपने कर्मचारियों को नामित करें और नामित कर्मचारियों को निदेश दें कि वे नियमित रूप से कक्षाओं में उपस्थित रहें, पूरी तत्परता से प्रशिक्षण प्राप्त करें तथा परीक्षाओं में बैठें.

- वेबसाइट हिंदी भाषा में भी तैयार की जानी चाहिए.

- गोष्ठियां, सम्मेलन, कार्यशालाएं आदि समय–समय पर आयोजित किए जायेंगे, ताकि अधिकारियों/कर्मचारियों के रूझान में परिवर्तन लाया जा सके और उन्हें राजभाषा नीति के संबंध में व्यापक जानकारी दी जा सके.

- गृह–पत्रिकाएं और समाचार पत्रक का पृष्ठों के समान आबंटन के साथ द्विभाषी रूप से (हिंदी/अंग्रेजी) प्रकाशन.

वार्षिक कार्यक्रम

7.1 दिनांक 18 फरवरी, 1968 में संसद के दोनों सदनों द्वारा पारित रा. जभाषा संकल्प व्यक्त किया गया है कि:

''यह सभा संकल्प करती है कि हिंदी के प्रसार एवं विकास की गति बढ़ाने हेतु तथा संघ के विभिन्न राजकीय प्रयोजनों के लिए इसके

उतरोत्तर प्रयोग हेतु भारत सरकार द्वारा एक अधिक गहन एवं व्यापक कार्यक्रम तैयार किया जाएगा और उसे कार्यान्वित किया जाएगा और किए गए उपायों एवं की गई प्रगति की विस्तृत वार्षिक मूल्यांकन रिपोर्ट संसद के दोनों सदनों के पटल पर रखी जाएगी...''

उक्त संकल्प के उपबंधों के अनुसार केंद्र सरकार के कार्यालयों और सार्वजनिक क्षेत्र के बैंकों/उपक्रमों द्वारा कार्यान्वयन के लिए राजभाषा हिंदी के प्रसार और प्रयोग के लिए वार्षिक कार्यक्रम तैयार किया जाता है.

<u>वार्षिक कार्यक्रम के संबंध में निम्नलिखित बिंदु विशेष रूप से विचारणीय हैं:</u>

- यह आवश्यक है कि संसदीय राजभाषा समिति की रिपोर्ट के नौ खंडों पर जारी किए गए राष्ट्रपति के आदेशों का मंत्रालयों/विभागों/कार्यालयों द्वारा अनुपालन किया जाए.

- कंप्यूटर, ई-मेल और वेबसाइट सहित उपलब्ध सूचना प्रौद्योगिकी सुविधाओं का अधिक से अधिक उपयोग करते हुए हिंदी में काम को बढ़ाया जाए.

- संघ की राजभाषा नीति का आधार प्रेरणा और प्रोत्साहन है. तथापि, राजभाषा संबंधी अनुदेशों का अनुपालन दृढ़तापूर्वक किया जाना चाहिए. जानबूझकर राजभाषा संबंधी आदेशों की अवहेलना के लिए मंत्रालय/विभाग अनुशासनात्मक कार्रवाई करने पर विचार कर सकते हैं.

- मंत्रालयों/विभागों द्वारा राजभाषा से संबंधित सूचना प्रौद्योगिकी प्रणाली के विकास पर विशेष ध्यान देने की आवश्यकता है. शत-प्रतिशत कंप्यूटरों में हिंदी में काम करने की सुविधा विकसित की जाए तथा अंतर मंत्रालयी/अंतर विभागीय पत्राचारों के साथ-साथ गैर-सरकारी संगठनों के साथ किए जाने वाले पत्राचारों में ई-मेल/इलेक्ट्रॉनिक संदेशों आदि में अधिक से अधिक हिंदी का प्रयोग सुनिश्चित किया जाए.

- संसदीय राजभाषा समिति की सिफारिशों के खंड 8 की सिफारिश संख्या 70 पर जारी आदेश का अधिक्रमण करते हुए खंड 9 की सिफारिश संख्या 48 एवं 88 पर की गई संस्तुतियां इस संशोधन के साथ स्वीकार की जाती हैं कि केंद्र सरकार के मंत्रालयों/विभागों/कार्यालयों/उपक्रमों आदि द्वारा जो भी विज्ञापन अंग्रेजी/क्षेत्रीय भाषाओं में दिए जाते हैं, उन्हें हिंदी भाषा में अनिवार्य रूप से दिया जाएगा.

- हिंदी के समाचार पत्रों में हिंदी में ही विज्ञापन दिए जाएं तथा अंग्रेजी

समाचार पत्रों में अंग्रेजी में विज्ञापन दिए जाएं. जब अंग्रेजी समाचार पत्रों में विज्ञापन दिए जाते हैं तो विज्ञापन के अंत में यह अवश्य उल्लेख कर दिया जाए कि ''अधिसूचना/विज्ञापन/रिक्ति संबंधी परिपत्र'' का हिंदी रूपांतर वेबसाइट पर उपलब्ध है. इसके लिए पूर्ण लिंक भी दिया जाए

8.1 राजभाषा कार्यान्वयन समिति का गठन

प्रत्येक कार्यालय चाहे वह कितना भी बड़ा हो, उससे अपेक्षा की जाती है कि राजभाषा कार्यान्वयन समिति का गठन करे, जिसका अध्यक्ष कार्यालय प्रमुख होगा. जहां तक संभव हो, यह सुनिश्चित करने का प्रयास रहेगा कि ऐसी समितियों के आधे सदस्य गैर-हिंदी भाषी अधिकारी हों. उक्त समिति की प्रत्येक तीन महीने में कम से कम एक बैठक आवश्यक रूप से हो.

9.1 अनुपालन हेतु दायित्व

प्रत्येक केंद्र सरकार के कार्यालय के प्रशासकीय प्रमुख का यह दायित्व होगा कि वहः

- यह सुनिश्चित करे कि अधिनियम व नियमों के प्रावधानों का समुचित रूप से पालन हो रहा है; और
- इस उद्देश्य से उचित एवं प्रभावकारी 'चैक-प्वाइंट' निर्धारित करे.
- कोई अधिकारी किसी फील्ड कार्यालय का निरीक्षण करते समय अधिनियम और नियमों के पालन की स्थिति की जांच करेगा और अपने निरीक्षण में इस आशय की टिप्पणी देगा.

CHAPTER – XVIII

RITES LTD. EMPLOYEES NATIONAL PENSION SYSTEM (RENPS)

The RITES Limited Employees Pension Scheme (REPS) stands amended vide resolution passed by the trustees on 21st May of 2020 to avail the benefits brought about by the changes from shifting to National Pension System. The RITES Ltd. Employee National Pension System (RENPS) will be governed as per the NPS policy of the Government of India as amended from time to time.

In these Rules, where the context so admits, the masculine shall include the feminine the singular shall include the plural and the following words and expressions shall, unless repugnant to the context have the meanings assigned below:

1.1 **(Definitions)**

i) The Firm / the Company shall mean "RITES LIMITED"

ii) The Employer shall mean, the Company/the Firm as defined in (i) above and subject to the prior approval of the Commissioner of Income-Tax shall include any firm, concern agency or body corporate which may, by purchase, amalgamation or otherwise take over the whole or substantially the whole of the business of the Firm/ Company and which shall enter into a Deed in such a form as the Trustees shall require undertaking to continue the obligations of the Firm/Company under these rules and releasing the Firm/ Company under these rules and releasing the Firm/Company from all further liability thereof.

iii) "SYSTEM" shall mean RITES LIMITED Employees National Pension System (RENPS), described in the Rules and the Trust Deed.

iv) "RULES" shall mean the Rules of the NPS as herein set out and any amendments made thereto from time to time.

v) 'TRUSTEES" shall mean the Trustees for the time being of the RITES LIMITED Employees National Pension System (RENPS)

vi) "EMPLOYEES" shall mean –

a. The regular employees in IDA pay scales participating in the NATIONAL PENSION SYSTEM and shall be deemed to include the Director who is a whole-time bonafide employee of the Company and does not own beneficially share holding, carrying more than 5% voting rights in the Company and

b. Shall also include an Employee whose services are lent for secondment/ deputation by the employer

to any other concern under the Management, or, associated with the Employer, or, to the Central Government, or, to any State Government, or, to any State Public Sector Undertaking Autonomous Body, Statutory Body.

vii) "MEMBER" shall mean an eligible Employee as per para 1 (vi) above.

a. who has been admitted to the membership of the NPS

b. any such person only so long as he continues to be admitted to the benefits hereunder;

c. Employee who was an employee before joining other CPSE and the said CPSE does not have an Approved NPS Fund

d. Employee who was an Employee and joins a CPSE or any affiliate and associate including a joint venture in which the company has a stake retaining his lien with the Company

viii) "ENTRY DATE" shall mean (a) in relation to the eligible employee in IDA pay scales on 1.1.2007, the Effective Date and (b) in relation to new Members admitted to the NPS after the Effective Date, the date of their joining in IDA scales of pay on regular rolls of the company.

ix) "SALARY" shall mean Basic pay and dearness allowance.

x) "SERVICE" shall mean in relation to a Member the period for the purpose of the NPS , he has been or deemed to be in continuous regular service with the employer and this will include, inter alia, periods of authorized leave. Such service relating to a Member will be the total of :

e. the period of future service with the Employer reckoned from the date of his entry into the NPS upto his Normal Retirement Date or the date of cessation of Service, as the case may be, AND;

f. the period of past service rendered in any CPSE(s) immediately prior to the commencement of his service in the company on or after 01.01.2007, subject to the conditions as contained in clause 3 (c) (ii).

g. The period of service rendered on adhoc, contract, casual basis prior to regularization shall not be counted as service for the purpose.

xi) "BENEFICIARY" shall mean the member, and in case of his death, his spouse, children or dependents of the member as may be nominated by him.

xii) "EFFECTIVE DATE" in relation to the System shall mean 01.10.2020, the date as from which the NPS takes effect.

xiii) "ANNUAL RENEWAL DATE" in relation to the NPS shall mean the 1st day of April in each subsequent year.

xiv) "NORMAL RETIREMENT DATE" shall mean in respect of each Member the date on which the Member attains the age of 60 years.

xv) "APPROVED FUND" shall mean the NPS Fund which has been approved by the Central Board of Revenue under Chapter IX-B of the Indian Income Tax Act, 1922 Fund which has been approved by the Commissioner of Income Tax under Part-'B' of the Fourth Schedule to the Income Tax Act, 1961.

xvi) "TRUST" means the trust under which the Fund is Established.

xvii) "ANNUAL SALARY" shall mean the salary received by the member during 12 months preceding on the entry date or relevant Annual Renewal Date.

xviii) "CONTRIBUTION" means the amounts contributed by the Employer and Employee in their respective proportions more specifically defined in Clause 6 of the system.

The scheme is subject to DPE guidelines issued from time to time in this regard.

2.1 **Eligibility**

a) All the regular employees of RITES Ltd. shall be eligible to be the members of the NPS Fund . Benefits of the scheme will not be extended to employees posted on deputation to CPSE from Central/State Govt./PSU during their period of deputation.

Board Level appointees shall be eligible to benefit on completion of their tenure of appointment or upon attaining the age of superannuation, whichever is earlier.

b) Employer's decision regarding eligibility final :

The Employer's decision regarding the eligibility of an Employee for the purpose of the Scheme as per Rule 3(a) shall be final and binding on all the parties concerned.

c) Transfer of equitable interest in/out of the Scheme :

i) If a member joins other Public Sector Undertaking organization after resigning technically from the company, he may be entitled to transfer the Employer and Employee contributions accumulated in his account at the time of such technical resignation to the other Public Sector Undertaking with concurrence of Company provided that such other Public Sector Undertaking has an approved similar Defined Contribution Pension Fund.

ii) a member joins the company after technically resigning from other Public Sector Undertaking or on becoming a Member of the NPS, he desires to pay, procure or transfer to the Trust a sum to which (as a Member of any Approved Fund) he may be entitled, the Trustees with the approval of the Company shall be authorized to receive such payment or transfer and the amount so paid or transferred shall be placed to the credit of such Member. On retiring from service on superannuation or on early retirement or on death, such Member or his Beneficiary, as the case may be, shall be entitled to such pension as are attributable to the value, as on the date of retirement or on death, of the amount so paid or transferred in accordance with conditions, if any, stipulated by the Approved Fund from which the amount has been transferred.

Contribution 3.1 (A) Ordinary Annual/ Monthly Contribution:

Employer will contribute towards the NPS Fund maximum at the rate of 10% of salary drawn by him, subject to the Company achieving the Profit Before Tax (PBT) at least to the level of PBT for 2006-07. For each percentage of reduction in PBT below the levels of 2006-07, there shall be a corresponding reduction in the percentage of employer contribution towards pension scheme. For example, if PBT is down by say 10% from 2006-07 level, there shall be a reduction of 1% (10% of 10%) in the pension contribution i.e. 10% - 1% = 9%. The ordinary Annual/Monthly contribution may be reviewed annually so as to keep it within the overall ceiling of 30% of salary for all superannuation scheme put together.

ii). Date of commencement of system

The system shall commence from 01.10.2020 for contribution by employer @ 10% of the salary for all eligible employees in respect of those employees who are in IDA pay scale on 01.01.2007. In respect of others, with effect from the date of entry to IDA pay scale subsequent to 01.01.2007.

NOTE:

The aggregate of contribution paid by the Employer in any year in respect of a Member under Clauses(i) above together with the contribution paid by the Employer to any other superannuation scheme in respect of the same Member for the same year shall not at any time exceed 30% of the salary as per Income Tax Act 1961.

(B) Under this system, the employee contribution is not mandatory in this system but it is proposed that the employee could also contribute from his monthly salary towards the NPS Fund in order to have considerable post-retirement monthly pension amount an employee can opt monthly contribution from his/her salary. The option once given by the employee will not be changed till the end of the financial year.

(C) Employer lending Member's Service and continuity of Membership:

i) In the event of Member's service being lent by the Employer to any other Employer under the management or associated with the Employer, or, Government, or PSE or Autonomous Body or Statutory Body, the Member's Service for the purpose of this Rule will deemed to have continued.

ii) During the period in which the Member's services are lent, the contributions payable by the Employer shall continue to be paid in case his services are lent to any other employer under the Management. In case his services are lent to any Centre/ State Government, PSU Autonomous Body by retention of his lien, the contribution shall have to be paid by his new Employer, or, the Employee himself.

Benefits on Leaving Service or on Termination of Service

4.1 (i) If the Member ceases to be in Service as a result of imposition of penalty of compulsory retirement, removal or dismissal from service on disciplinary action, the Employee's Contribution including additional voluntary contribution, if any, along with accrued interest shall, subject to Income Tax Rules, 1962, as may be applicable, be refunded to the Employee after adjusting all his dues payable to the Company and after deduction of charges, if any. The amount accumulated under Employer contribution shall be realized by the Trustees and credited to the 'Surplus Account'.

(ii) The admissibility of benefit under this scheme to an employee against whom disciplinary proceedings are pending under RITES Conduct, Discipline & Appeal Rules,

Deduction of

at the time of his/her superannuation, the case would be examined for his/her entitlement on completion of disciplinary proceedings.

(iii) Cases of VRS/VSS would be governed by the such specific schemes of VRS/VSS. Benefits under this scheme would not accrue to VRS/VSS optees automatically.

Sums Due to Income Tax Authorities 5.1 (a) Income Tax : In any case where the Trustees or the Company is liable to account to the Income Tax Authorities for Income Tax on any payments due under the Scheme, the Trustees or the Company shall deduct a sum equal to the tax from such payment and they shall not be liable to the Members for the sums so deducted.

(b) If the Scheme for any reason ceases to be approved by the Commissioner of Income-Tax, the Trustees shall nevertheless remain liable to tax on benefits paid out of the Scheme in so far as such benefits are secured by the contribution made before the Scheme ceased to be approved by the Commissioner of Income Tax under the provisions of PART 'B' of the 4th Schedule to the Income Tax Act, 1961.

(c) Contribution by employer when deemed to be income of the employer Where any contribution by an employer (including the interest thereon, if any) are repaid to the employer, the amount so repaid shall be deemed for the purpose of income-tax to be the income of the employer of the previous year in which it is so repaid.

Appointment of Beneficiary 6.1 a) Every Member shall appoint one or more i.e. his spouse, child/children or dependants as Beneficiary or Beneficiaries under the system to receivethe benefits hereunder in the event of the death of the Member. If a Member dies whilst in service or before he has commenced to draw the pension orafter he has commenced to draw the pension but before he has received all the guaranteed installment under the pension option elected by him, the Company shall hold the benefits in respect of the Member UPON TRUST for payment to the Beneficiary or Beneficiaries as shall have been appointed by the Member in accordance with, the remaining paragraph of this Rule.

b) A member may from time to time or at any time without the consent of the beneficiary, if any, revoke or change the Beneficiary by filling a written notice of the change with the Company in the prescribed form satisfactory to the Company whereupon an acknowledgement of the change and the registration of the name of the new Beneficiary will be given to the Member by the Company. The New appointment shall take effect on the date the notice was

signed whether or not the Member is living on the date of acknowledgement of the change without prejudice to the Company or the Company on account of any payment made before the acknowledgement of the change.

c) If a beneficiary, at the time of his appointment, is a minor or otherwise under disability to give a legal receipt or discharge to the Company the Member must at the time of such appointment as aforesaid appoint a person who is major and who is capable of giving a legal receipt or discharge to the Company and to whom the benefits are to be paid for and on behalf of such Beneficiary so long as such minority or disability continues.

d) If more than one Beneficiary is appointed and in such appointment the Member has failed to specify their respective percentage of share, the Beneficiaries so named shall share the benefits equally. If any designated Beneficiary predeceases the Member the share of such Beneficiary shall terminate and his share shall pass on equally to such of the remaining Beneficiaries as survive the Member unless the Member has made written request otherwise to the Company in the prescribed form

7.1 It shall be a condition of the membership of the system that on any question arising on any point of interpretation of these Rules or any point relating to cessation of membership, the decision of the Trustees shall be final. If the decision has any bearing on the provisions of part 'B' of the Fourth Schedule to the Income Tax Act, 1961 or the Income Act Rules, 1962 it shall be forthwith reported to the Commissioner of Income Tax and if the Commissioner of Income Tax so requires, the Trustees shall review the decision.

Interpretation of Rules

8.1 The RITES LTD Employees National Pension System (RENPS) shall be governed as per the PFRDA Act 2013 and Pension Fund Regulatory and Development Authority (Exits and Withdrawls under the Natiional Pension System) Regulations 2015 and any other notification/amendment issued from time to time.

Remarks

APPENDIX

The delegation of powers for HR functions, except those in respect of which competence has been covered in the extant Schedule of Powers:

SN	ITEM	Directors	Vertical Head	Unit Head (GGM)	GGM (other than Vertical / Unit Head)	GM	AGM	DGM/ JGM	Remarks
1 Induction of staff (Regular, Contract, Deputation) & Engagement as Expert/Consultant & through Man Power Agency (MPA) and Promotion									
1.1	Approval of draft Advertisement / notification for recruitment / deputation / absorption etc	Full Powers	Full Powers	Nil	Nil	Nil	Nil	Nil	
1.2	Nomination of Scrutiny/shortlisting Committee for scrutiny of applications for Deputation/ Absorption/ Recruitment	Full Powers	Concerned Vertical Head and CPO will nominate 1 member each	Nil	Nil	Nil	Nil	Nil	
1.3	Approval of recommendation of Scrutiny / shortlisting Committee for scrutiny of applications for Deputation/ Absorption / Recruitment	Full Powers upto Cluster II	Full Powers upto Cluster I	Nil	Nil	Nil	Nil	Nil	
1.4	Nomination of Officer for preparing the syllabus for written test for recruitment & Approval thereof	Full Powers	Full Powers	Nil	Nil	Nil	Nil	Nil	
1.5	Decision with regard to pattern, type and places of examination, Nomination of officer(s) for setting of question paper & evaluation of answer sheets and related items for recruitment, Nomination of selection Committee for Recruitment / Deputation / Absorption.	NIL	NIL	Nil	Nil	Nil	Nil	Nil	
1.6	Extension in joining date	Full Powers	Full Powers	Nil	Nil	Nil	Nil	Nil	
1.7	Decision on posting on initial appointment	Full Powers	NIL	Nil	Nil	Nil	Nil	Nil	
1.8	Approval of panel for engagement of staff through MPA, who is related to RITES' employee	NIL	Nil	Nil	Nil	Nil	Nil	Nil	

1.9	Confirmation of probationers – constitution of Assessing Committee, Acceptance of recommendation thereof etc.	NIL	NIL	Nil	Nil	Nil	Nil	Nil	
2 Issue of No Objection Certificates									
2.1	NOC for forwarding of applications for outside jobs	Full powers upto AGM level (E-6)	Full powers for all Non-Executives with CPO	GGM/HR for Non-Executives (Non-Tech.)	Nil	Nil	Nil		
2.2	Permission for pursuing higher education / NOC for higher education and allied items	Full Powers	Full Powers upto Sr.Mgr level(E3)	NIL	Nil	Nil	Nil	Nil	

SN	ITEM	Directors	Vertical Head	Unit Head (GGM)	GGM (other than Vertical / Unit Head)	GM	AGM	DGM/ JGM	Remarks
3 Acceptance of resignation / VRS/ Termination etc.									
3.1	Acceptance of requests for VRS as per notified scheme.	Full Powers upto Cluster I	Nil	Nil	Nil	Nil	Nil	Nil	
3.2	Acceptance of requests for Resignation (regular & contractual employees including Expert/Consultants), Waiver of notice period, transfer of bond and related items. Termination of contract employees including Experts/Consultants as per terms and conditions of their appointment and related items	Full Powers upto DGM level	Concerned Vertical Head and CPO will nominate 1 member each	Nil	Nil	Nil	Nil	Nil	
4	**Payment of dues, Approval of claims, condonation of delays**								
4.1	Condonation of delay in submission of claim and relaxation in individual cases; of Travel allowances on account of transfer/retirement/joining on deputation/upon repatriation	NIL	NIL	Nil	Nil	Nil	Nil	Nil	
4.2	Reimbursement of membership fees of professional institutes	Full Powers for staff under their administrative control	Full Powers	Nil	Nil	Nil	Nil	Nil	For the cases of Directors & CVO, CMD is the Competent Authority.
4.3	Payment of settlement dues as per laid down policy	Full Powers	Full Powers	Full Powers	Nil	Nil	Nil	Nil	

4.4	Approval of payment/reimbursement of Transfer allowances such as CTG, Reimbursement of transportation charges etc as per laid down policy	Full Powers	Full Powers	Full Powers	Nil	Nil	Nil	Nil	
4.5	Grant of CTA, declaration of project site	Nil	NIL	NIL	Nil	Nil	Nil	Nil	
4.6	Payment of Honoraium to officials working as IO/PO etc.	Full Powers	Full Powers	Full Powers	Full Powers	Nil	Nil	Nil	
5	**Sanction of Loans and Advances**								
5.1	House Building Advance	Director Finance has Full Powers	NIL	Nil	Nil	Nil	Nil	Nil	
5.2	Multipurpose Advance	Full Powers	Full Powers with CPO	Nil	Nil	Nil	Nil	Nil	
5.3	Festival Advance	For regular staff working under their control at E1 (AM) level or below with at-least one years of service							
6	Misc Items								
6.1	Nomination of official for signing of statement / affidavits / vakalatnama / documents etc for submission in courts etc.	Full Powers	Full Powers	Full Powers	Nil	Nil	Nil	Nil	Nominated officer should beof JGM and above level.
6.2	Engagement of Apprentices and procedure for engagement	Nil	NIL	NIL	Nil	Nil	Nil	Nil	
6.3	Approval of panel for issue of Engagement Letters to Apprentice and their posting	Full Powers	Decision with regard to posting	NIL	Nil	Nil	Nil	Nil	

6.4	Nomination of Review of Service committee	Nil	NIL	NIL	Nil	Nil	Nil	Nil	Upto JGM level: Competent Authority - CMD Appellate Authority - BOD AGM & above: Competent Authority & Appellate Authority is BOD
6.5	Prior Sanction or Intimation of Property – Movable/ Immovable	Full Powers upto Cluster III	Full Powers upto Cluster II	Full Powers upto Cluster I	Nil	Nil	Nil	Nil	
6.6	Long Service Award	Nil	NIL	NIL	Nil	Nil	Nil	Nil	

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