



CRWC
Employees' Service Rules, 2013
(H. R. Manual)

Central Railside Warehouse Company Ltd.
A Govt. of India Enterprise
6A/6, IIIrd Floor , Siri Fort Institutional Area,
August Kranti Marg , New Delhi 110 049

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

1. Short title, commencement and application:

- 1.1. This manual may be called as CRWC Employees' Service Manual 2013.
- 1.2. This shall come into force at once.
- 1.3. This shall apply to all the employees of the Company, other than:
 - 1.3.1 Persons employed on a purely part-time basis; and
 - 1.3.2 Persons employed on special contracts to the extent that the terms and Conditions of such contracts are inconsistent with the provisions of these Rules e.g. persons governed by the Industrial Employment (Standing Orders) Act, 1946 (Act 20 of 1946).

2. Definition:

In these Rules, unless the context otherwise requires:

- 2.1 "Rule" means the Central Railside Warehouse Company Ltd General Service Rules 2013.
- 2.2 "Board" means the Board of Directors of the Company;
- 2.3 "Managing Director" means the Managing Director of the Company;
- 2.4 "Company" means the Central Railside Warehouse Company Ltd established under Companies Act, 1956.
- 2.5 "Pay" excludes allowances;
- 2.6 "Management" means the Board of Directors and if authorized by the Board, the Managing Director or any other Executive of the company so authorized.
- 2.7 "Competent Authority" with reference to the exercise of any power under the rules means the Executive or Authority to whom such power are delegated by the management either in general or particular.
- 2.8 "Appointing Authority" in relation to an employee means the authority empowered by the management to make appointment to the category or the grade of the post in which the employee for the time being holds.
- 2.9 "Employee" means a person in the regular employment of the company drawing pay in the regular scale of pay. It includes a person working in the company on terms and condition of deputation/Foreign Service.
- 2.10 In case of the Female employee, the words "he", "him" and "his" where appearing in the rules, may be read as "she", "her" and "her" respectively.
- 2.11 "Regular Employee" means an employee who has been declared to have completed the period of probation to the satisfaction of the appointing authority.

2.12 “Temporary Employee” means an employee on probation on initial appointment.

3.0 General conditions relating to appointments:

The following general conditions shall apply to all appointments to the service of the Company:

- 3.1. No person shall be eligible for initial appointment unless he has attained the age of 18 years.
- 3.2. A candidate for appointment in the service of the Company shall be:
 - 3.2.1. A citizen of India, or
 - 3.2.2. A subject of Nepal, or
 - 3.2.3. A subject of Bhutan, or
 - 3.2.4. A Tibetan refugee who came over to India before the 1st January, 1962 with the intention of permanently settling in India, or
 - 3.2.5. A person of Indian origin who has migrated from Pakistan, Burma, Sri Lanka and East African countries of Kenya, Uganda and the United Republic of Tanzania (formerly Tanganyika and Zanzibar), Zambia, Malawi, Zaire, Ethiopia and Vietnam with the intention of Permanently settling in India. Provided that a candidate belonging to categories (3.2.2), (3.2.3), (3.2.3) and (3.2.5) shall be a person in whose favour a certificate of eligibility has been given by the Managing Director.
- 3.3. A candidate, in whose case a certificate of eligibility is necessary may be admitted to an examination or interview and may also be appointed provisionally subject to the necessary certificate being given to him by the Managing Director.
- 3.4. No person shall be initially appointed unless he has been certified by a qualified registered medical practitioner approved by the appointing authority to be of sound constitution and medically fit to discharge his duties.

Explanation: Unless the appointing authority, otherwise directs, the application of this provisions shall be limited to regular appointments by direct recruitment.

- 3.5. No person shall be eligible for appointment that has previously been dismissed, or compulsorily retired from the service of the Company or from a Department of a State or the Central Government or from any public Sector Undertaking.
- 3.6. No person shall be eligible for appointment who has been convicted in a court of law for any offence involving moral turpitude.

- 3.7. No person who has entered into or contracted a marriage with a person having a spouse living or who, having a spouse living, has entered into or contracted a marriage with any person, shall not be eligible for appointment in the service of the Company. Provided that the Managing Director may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are other grounds for so doing, exempt any person from the operation of this rule.
- 3.8. Without prejudice to the generality of the provisions of clauses (3.4), (3.5), (3.6) and (3.7), no person shall be appointed unless the appointing authority is satisfied that the person is fit for appointment in all respects.

4. Classification of Posts – The posts under the company shall be as given below:

4.1 Present Designation and Grades:

S.No	Designation/ Group	Grade	Pay Scale
1	General Manager*	E-7	43200-66000
2	Additional General Manager	E6	36600-62000
3	Deputy General Manager	E5	32900-58000
4	Senior Manager	E4	29100-54500
5	Manager	E3	24900- 50500
6	Deputy Manager / Company Secretary	E2	20600-46500
7	Assistant Manager/ Asstt. Manager (Engineer)	E1	16400-40500
8	Executive	E0	12600-32500

(*The Department of Food & Public Distribution, Mo CA, F&PD, Govt. of India while conveying approval for direct recruitment to the CRWC vide letter No.9-29/2009-SG dated 20.5.2013, has suggested to re-examine the requirement of GM (E-7 level) once the business of the Company grows.)

5. Recruitment, Mode of Appointment and Probation:

Recruitment and Regular appointments in the service of the Company can only be made to the posts specified in CRWC Recruitment Rules, 2012 (*approved by BOD in its 27th meeting dated September 24, 2012, agenda no. 27.4*) to be amended from time to time as per sanctioned posts in accordance with any mode of the

recruitment to be decided by the Board of Directors. The probation and confirmation shall be in accordance with the ibid rules.

6. Commencement of service:

Service shall be deemed to commence from the working day on which an employee reports for duty in an appointment if he reports for such duty in the forenoon and from the following day if he reports for duty in the afternoon.

7. Contravention of the Official Secret Act, 1923’:

- 7.1 Any person who is found contravening the provisions of the Official Secret Act, 1923 render himself liable to prosecution.
- 7.2 If any person having in his possession or contract any document or information which relates to a matter, the disclosure of which is likely to affect sovereignty and integrity of India, security of the state or friendly relations with foreign states willfully communicates it to any unauthorized person , or uses it for the benefit of any foreign power or in any other manner prejudicial to the safety or interest of the state, he shall be guilty of an offence under Section 5 of The Official Secrets Act,1923.
- 7.3 Apart from his prosecution under The Official Secrets Act, 1923, disciplinary action may also be taken against such an employee as per the Conduct, Discipline & Appeal Rules of the Company, and may well justify the imposition of a suitable penalty with reference to the facts and circumstances of each case.

8. Relinquishment of charge/handing over of charge on retirement/resignation etc.

- 8.1 Whenever an employee leaves the services of the company on retirement/resignation, etc., the HOD concerned shall exercise proper check and ensure that the employee must properly handover all cash, stores, documents/files, booklets, drawing, photographs, papers ,instruments and other equipments etc. in his possession to the person authorized by him. The handing over/taking over note shall be sent to Establishment Department along with “No dues Certificate “by the HOD.
- 8.2 The cost of such property, equipment or tools not so returned shall be deducted from his pay or the amount due to him or be recovered otherwise.
- 8.3 In cases of relinquishment of charge on a holiday involving handing over of the cash stores /documents/equipments etc., these may be made over by the

retiring employees shall formally relinquish charge of office on the afternoon of that day itself even if it happens to be a closed holiday. The physical presence of the retiring employee in the office need not be insisted upon for this purpose.

9.0 Service Certificate:

On receipt of a request, every employee may be furnished with a service certificate at time of his leaving the services of the company due to superannuation, retirement, resignation, removal/dismissal etc., giving duration of his employment in the company, post last held by him, pay scale of the last post held and the pay drawn by him at the time of his leaving the company.

10.0 Death:

The day of death of an employee, who dies while in-service, shall be treated as working day, irrespective of the actual time. In case of an employee, who immediately before his death while in service, had been absent from duty on leave, the day of his death shall be treated as a part of leave which he was availing of on the day previous to the day of his death.

11.0 Conviction by Court etc.:

11.1 Every person at the time of making application, or, obtaining appointment or joining the services of the company, must clearly mention the fact about any criminal proceedings pending against him in any court of law, or conviction by a court of law or any other fact which could debar him from entering into the service of the Government/ Public undertaking or existence of any subsisting contract of service with any other employer.

11.2 It shall be the duty of an employee, who may be convicted in criminal court to inform his official superiors of the fact of his conviction and circumstances connected therewith, as soon as it is possible for him to do so. Failure on the part of an employee to inform his official superiors will be regarded as suppression of material information and will render him liable to disciplinary action on this ground alone, apart from the penalty called for on the basis of the offence on which conviction was based, as per the conduct, Discipline & Appeal Rules of the Company.

12. No Objection Certificate to obtain passport:

The employees desirous of obtaining a passport shall apply to the appropriate authority through their controlling officers in the proforma to be prescribed by the Competent Authority. This application shall be forwarded to the Competent Authority along with the requisite officer for consideration by the Competent Authority. Request from the employees for issue of “No Objection Certificate” for obtaining a passport shall be processed for a decision by the Competent Authority after obtaining the following information:

- 12.1. Whether any disciplinary / Vigilance case is pending or contemplated against the employee.
- 12.2. Whether there are grounds to believe that the applicant could figure adversely on security records of the government.
- 12.3. The nature of work the employees is handling in the company and other subsidiary factors like general behaviors, association ,antecedents etc. if the employee does not attract any of the above grounds a No Objection Certificate may be issued in his favor for obtaining the passport.
- 12.4. No employee shall leave the country without prior approval of the Competent Authority.

13.0 Salary/Wages

- 13.1. The periods in respect of which the wages are payable every month shall be fixed by the management. The wage period so fixed shall not exceed one month.
- 13.2. All employees shall normally be paid wages within 7 days from the end of the wage period.
- 13.3. Employee shall not be entitled to any wages for the period of illegal strike including a sit down or tool down or any other variation thereof”, or any unauthorized absence ,on the principle of “No work, No pay”
- 13.4 The scales of pay applicable to various categories of post in the company shall be governed by the CRWC Recruitment Rules, 2012 (*approved by BOD in its 27th meeting dated September 24, 2012, agenda no. 27.4*) to be amended from time to time.
 - 13.4.1 The powers to revise the scales of pay of various posts in the Company shall be exercised by the Board of Directors with the prior approval of the Central Government:

Provided that the pay and allowances of an employee on deputation shall be regulated in accordance with such terms and conditions of Foreign Service as may be mutually decided between the Company and the lending organization.

- 13.5.1. Dearness Allowance** – Unless otherwise stipulated in the terms and conditions of employment, every employee shall be entitled to Industrial Dearness Allowances at the rates as determined by the Central Government on the basis of All India Consumer Price- Index published by the Labour Bureau in the Ministry of Labour, Government of India, 2001=100 series or such other series as may be prescribed by the Government.
- 13.5.2. Other Allowances**- The Company may, with the prior approval of the Board of Directors, prescribe from time to time the kinds of any other allowances and the terms and conditions on which such allowances may be granted. For the purposes of regulating payment of House Rent Allowance, the classification of cities and towns shall be the same as notified by the Central Government for its employees for this purpose from time to time.
- 13.5.3 Lease Accomodation:** With the objective to mitigate hardship of employees', the Company may, with the prior approval of the Board of Directors, prescribe from time to time monthly rental ceiling for residential accommodation for the executives of various grades.

14.0 Deductions from salary/Wages:

Broadly, deductions of the following kinds can be made from the salary of an employee:

- 14.1. For unauthorized absence from duty.
- 14.2. For damage to or loss of goods expressly entrusted to his custody or for loss of money for which he is required to account, where such a damage or loss is attributable to his neglect or fault.
- 14.3. For house accommodation provided by the company
- 14.4. For amenities and services provided by the company.
- 14.5. For recovery of advances or for adjustment of over payment of salary, or on account of income tax or any other statutory dues.
- 14.6. For subscription to end for repayment of advances from the provident fund.
- 14.7. Deduction required to be made by order of code or any other authority competent to make such order.
- 14.8. Deduction made with once written authorization for payments to cooperative societies or to scheme of insurance maintained by the Indian post

office, or onwards subscription/other charges of any employees club duly recognized by the company.

14.9. Deduction made with once written authorization for payment of any premium on his life insurance

14.10. Deduction with written authorization of employee for contribution Prime Minister's National Relief Fund or to such other funds as the central government, by notification specify.

14.11. Deduction of any other amount due from him to the company

14.12. Deduction with written authorization from concerned employees towards subscription or contribution to any other fund sponsored or approved by the company or to comply with any statutory requirement.

14.13. Deduction with written authorization of the concerned employee for any other purpose with the prior approval of the competent authority.

15.0. Seniority and Promotion :

Seniority of employees appointed shall be determined as follows:

15.1 Direct recruits:

The relative seniority of all direct recruits will be determined by the order of merit in which they are selected for such appointment by the selecting authority; persons appointed as a result of an earlier selection being senior to those appointed as a result of subsequent selection.

15.2 Promotee:

15.2.1 The relative seniority of persons promoted to various grades will be determined in the order in which their names appear in the panel drawn up in accordance with Rule Provided that seniority of an employee, who refuses to accept promotion, may be altered in accordance with the administrative instructions issued by the Company from time to time.

15.2.2 Where promotions to a grade are made from more than one grade, the eligible persons will be arranged in a combined seniority list in the order of their relative seniority in their respective grades. The Selection Committee will then selects persons for promotion from this list and arrange the candidates selected in a consolidated order of merit or according to seniority in the lower grade, as the case may be, which will determine the seniority of the persons on promotion to the higher grade.

15.3 Relative seniority of direct recruits and promotees:

Norms for relative seniority of direct recruits and promotees shall be separately finalized in due course with the approval of the Board of Directors.

15.4. Seniority of deputationists absorbed in the service of the Company:

The Seniority of deputationists absorbed in the service of the Company shall be determined in accordance with the guidelines issued by the Bureau/Department of Public Enterprises from time to time.

15.5 Promotion:

Procedure for promotion of the employees to higher grades shall be formulated in due course with the approval of Board of Directors.

16.0 Pursuing Higher Studies:

16.1 Any Employee who wishes to acquire higher/additional qualifications by pursuing any course of education/ training in any institution either by attending such course(s) personally or through postal coaching, may do so only after obtaining specific permission of the management. Such permission will not be accorded in case it is considered that the same will interfere with the efficiency/performance of his duties.

16.2 The permission so granted may be withdrawn at any time without assigning any reason, at the sole discretion of the Management.

16.3 The incentive (lump sum) scheme for acquiring higher qualification may be implemented as per the criteria to be decided by the Board of Directors.

17.0 Liability of service:

- (i) An employee of any post under the service of the Company shall be liable to serve anywhere in India or abroad.
- (ii) All employees are liable to under go such training for such period and undertake such examination as may be prescribed by the Company from time to time.

18.0 Deputation of Officers of the Company to other organization:

Employees of the Company may be sent on deputation to other organisation (including Central / State Government) with the prior approval of the Managing

Director. The deputation of such employees shall be governed by the terms to be mutually agreed upon between the Company and the borrowing authority.

19.0 Resignation:

19.1 An employee who intends to resign from the Company shall tender the resignation which should be clear and unconditional while doing so he shall give such notice or by paying compensation in lieu of such notice or for the shortfall in the notice period, as the case may be as is prescribed in the terms and condition of his appointment/service contract or in the absence thereof as per provision indicated below:

S. No.	Category of employee	Notice Period
1.	Temporary employee during the period of probation	One month notice.
2.	Permanent employee, who have already been regularized after having completed the probation period satisfactorily,	Three months notice.

19.2 Resignation may be accepted by the appointing authority with immediate effect or at any time before the expiry of the period of notice in which case an employee shall be paid pay in respect of unexpired period of notice given by him. In case a shorter period of notice is accepted at the request of an employee, he shall be entitled to receive his pay and allowances only in respect of actual period spent on duty in the Company.

19.3 The resignation submitted by an employee will become effective only when it is accepted and the employee is relieved of his duties. The competent authority may, at its discretion, reduce or waive the stipulated period of notice in deserving cases but the reason for doing so should be recorded in writing.

19.4 An employee leaving the service of the Company without giving proper notice or compensation paid in lieu of such notice or without acceptance of his resignation or without being relieved of his duties shall be liable to disciplinary action. In no circumstances shall the resignation of an employee who is under suspension or whose conduct is under inquiry/investigation or against whom disciplinary proceedings for imposition of major penalty, is pending or contemplated, be accepted. The resignation of an employee who is engaged on work on important nature, shall also not be accepted till a suitable replacement vice becomes available. If he is under contractual obligation, he can not resign from the service, without payment of lose caused by him as decided by the company. The pecuniary lose, as decided by the company.

20.0 Lien:

The competent Authority may grant Lien for a maximum period of two years to the employees who take up employment in central/ state government/ PSU/Autonomous bodies. Only the employee who renders a minimum service of three years to the company is eligible for Grant of Lien. During the Lien period the seniority of the employee will be maintained in the company.

21.0 Increment, Stagnation increment and pay fixation on promotion:

21.1 Increment:

21.1.1A Uniform annual increment @ 3% in the time scale of the pay of the post to which a person is appointed shall be drawn as a matter of course except where such increments has been withheld as a result of penalty imposed under CRWC Conduct, Discipline and Appeal Rules 21.1.2. This shall be subject to the Government policy/DPE guidelines applicable from time to time.

21.1.3 All increments shall fall due on the preceding first day of January of every year in case of those employees whose actual increment date fall between 1st January and 30th June and all increments shall fall due on the preceding first day of July of every year in case of those employees whose actual increment date fall between 1st July and 31st December.

21.1.4. In case of employees who are on probation, no increment shall be allowed during the period of probation. The first increment shall be allowed to be drawn w.e.f the 1st of the month in which the probation is completed or 12 months are completed, whichever is later. Where the period of probation is extended no increment shall be allowed till the probation is successfully completed, and on such completion the 1st increment shall be granted with retrorespective effect from the 1st of the month in which the initial period of probation has come to an end or 12 months are completed, whichever is later, although no arrears will be paid for the extended period of the probation upto the 1st of the month in which it is completed. Subsequent increment will be regulated in terms of sub rule **(20.1.2)**.

21.2 Stagnation Increment: The rate of stagnation increment will be 3% of the basic pay and the employees will allowed to draw maximum three stagnation increments, one after every two years, upon reaching the maximum of the pay scale provided the employee gets a performance rating of "Good" or above.

21.3 Pay fixation on promotion: One notional increment equal to the increment being drawn by the employee in the pay scale, before such promotion would be

granted and pay fixed in the promoted pay scale and rounded off to the next multiple of Rupee 10.

21.4 Pay fixation on Reversion

The pay of an employee reverted from a higher grade post to a lower grade post shall be fixed in the lower grade in such manner that he does not draw less than what he should have drawn had he continued in the lower scale but for his promotion to the higher scale.

21.5 Pay fixation of Deputationists

The pay of the deputationist to the Company shall be regulated in accordance with his terms of deputation as mutually agreed upon between the lending authority and the Company subject to the condition that in no case the benefit accruing to a deputationist shall exceed the prescribed limit by the DPE/Govt. of India in this regard from time to time.

21.6 Counting of Service for the Purpose of Increment

21.6.1 All duty in a post in a time scale shall count for increment in that time scale.

21.6.2 All services in the Company in equivalent or higher posts shall count for increment.

21.6.3 All leave, except dies non and/or extra-ordinary leave taken otherwise than on the ground of sickness supported by a medical certificate, shall count for increment in the time scale applicable to the post in which the employees was working at the time he proceed on leave:

Provided that the Managing Director may, if he is satisfied that the extra – ordinary leave was taken for any cause beyond the employee’s control for pursuing higher scientific and technical studies, may direct that such extraordinary leave shall also be counted for increment.

21.6.4 All Foreign Service shall count for increment in the time scale applicable to the post in the Company which the employee was holding before his transfer on Foreign Service.

22.0 Superannuation , retirement and discharge of service:

22.1 Every employee appointed to the service of the Company shall retire on the afternoon of the last day of the month in which he/she attains the age of 60 years. However, employees whose date of birth is the first of the month shall retire from service on the afternoon of the last date of the preceding month on attaining the age of 60 years.

22.2 Notwithstanding anything contained in Clause (21.1):

22.2.1 The appropriate authority shall, if it is of the opinion that it is in the interest of the Company to do so, have the absolute right to retire an employee **at any time** after he has attained the age of 50 years, **under a periodical review as decided by the Board**, by giving him a notice of not less than 3 months in writing or 3 months pay and allowances in lieu of such notice Provided that an employee belonging to the above categories may, by giving a notice of not less than 3 months in writing to the appropriate authority, retire from service of the Company after he has attained the age of 50 years. The qualifying service as on the date of intended retirement of the employee of the Company under this provision shall be increased by a period not exceeding 5 years subject to the condition that the total qualifying service rendered by the Company employees does not in any case exceed 33 years and it does not take him beyond the date of superannuation. The benefit of five years under sub-clause above shall not be admissible in case of those Company employees who are prematurely retired by the Company in public interest.

Explanation: In computing the notice period of 3 months referred to above, the date of serving of the notice and that the date of its expiry shall be excluded.

22.3 Nothing contained in above clauses shall effect the right of the competent authority to retire an employee with due notice or ` in lieu thereof on his being certified by a medical examiner to be nominated for the purpose by such authority as being incapacitated for a further period of a continuous service due to his continued illness or accident.

22.4 An employee may be permitted to retire at his own request on the competent authority being satisfied that such employee is incapacitated for a further period of continuous service due to his continued illness or accident. Provided that before acting under this clause it shall be open to such authority to require the employee to undergo a medical examination by such medical examiner as it may nominate for this purpose.

22.5 The service of an employee may also be discharged by the Company on the following ground amongst others:-

- (a) On abolition of post;
- (b) Insolvency;
- (c) Conviction by the Court of Law of criminal offence amounting to moral turpitude;
- (d) Engaging himself in any other employment without the written permission of the management or found to have been working elsewhere during the period of leave duty;
- (e) Loss of confidence by the Company in an employee holding position of trust or confidence or by virtue of his nature of duties;

(f) Absence of employee on ground of sickness for a continuous period of more than 24 months if suffering from tuberculosis, leprosy, mental or malignant diseases or fracture of lower/upper extremity;

(g) Unauthorized absence for a period exceeding one month without written permission of the competent authority to grant leave.

22.6 The competent authority for the purpose of this rule shall in respect of an employee be the authority competent to terminate the services of an employee.

23.0 Retrenchment:

23.1 As far as possible, a surplus employee shall, subject to his suitability, be redeployed in a post carrying a pay scale matching the pay scale of the post currently held by him

23.2 Where a suitability vacancy in a post carrying the matching the pay scale is not available, the surplus employee may be redeployed in post carrying lower pay scale, provided that he is otherwise found suitable for such post, and that he gives his consent in writing for such redeployment.

23.3 Where it becomes inescapable to resort to retrenchment, it shall be carried out in a following manner.

23.3.1 Ad hoc and contract employees shall be retrenched first, in the reverse order according to their length of ad hoc/ contract service.

23.3.2 Thereafter, the employees, who are yet to complete their probation period successfully shall be retrenched in the reverse order according to the length of probation service (i.e. the employee with least probation service shall be retrenched first)

24.0 Voluntary Retirement of employees on completion of 20 years of Qualifying service:

24.1 At any time after an employee has completed 20 years of Qualifying Service, he may, by giving notice of not less than three months in writing to the Competent Authority, voluntarily retire from service of the Company.

Explanation: Qualifying service means service rendered in the Company by an employee after completion of 18 years of age except extraordinary leave period without any leave salary. Service rendered in the Government or any public undertaking by an employee before his joining of the Company may be declared by the Managing Director to be deemed, in whole or in part, to be qualifying service in the Company provided that there was no break in service before joining the Company.

- 24.2. The notice of voluntary retirement shall require acceptance by the Competent Authority.
- 24.3. The qualifying service as on the date of intended retirement of the employees of the Company under this Rule shall be increased by a period not exceeding five years, subject to the condition that the total qualifying service rendered by the Company employee does not in any case exceed 33 years and it does not take him beyond the date of superannuation. Provided that the total qualifying service after allowing the increase under the Sub-Rule shall not exceed the qualifying service, which he would have had, if he had retired voluntarily at the lowest age limit for such retirement.
- 24.4. (a) An employee referred to in Sub-Rule (23.1) may, make a request in writing to the appointing authority to accept notice of voluntary retirement of less than three months giving reasons therefore;
- (b) On receipt of a request under clause (a), the appointing authority, subject to the provisions of sub-rule (23.2), may consider such request for the curtailment of the period of notice of three months on merits and it is satisfied that the curtailment of the period of notice will not cause any administrative inconvenience, the appointing authority may relax the requirement of notice of three months on the condition that the Company employee shall not apply for commutation of a part of his pension before the expiry of the period of notice of three months.
- 24.5 The amount of gratuity to be granted under this Rule shall be subject to other provisions made under the relevant Rules in this regard. The increase not exceeding 5 years in Qualifying Service shall not entitle an employee of the Company retiring voluntarily to any notional fixation of pay for the purposes of calculating gratuity which will be based on the actual emoluments calculated with reference to the date of retirement. The increase in the Qualifying service shall not also entitle an employee governed by the Contributory Provident fund Rules of the Company to any contribution by the Company towards the Contributory Provident Fund for such increase in the qualifying service.
- 24.6 The employee of the Company who is allowed to retire under this Rule and has given the necessary notice to that effect to the Competent Authority should be precluded from withdrawing his notice except with the specific approval of such authority. Provided, that the request for withdrawal shall be made before the intended date of this retirement.
- 24.7 This Rule shall not apply to the employees of the Company who are on deputation from the Central Government/State Government/Local

Bodies/Autonomous Bodies/Public Sector Undertaking or to employees who have gone to such organization and who propose to get absorbed therein.

25.0 Official tours:

An employee shall be liable to proceed on tour in course of his official duty to any place within India or abroad as and when so required by the management for which he shall be paid appropriate amount to meet with the expenses incurred while traveling on tour in connection with the company's work, in accordance with the traveling allowance rule of the company.

26.0 Change of Name:

Every employee goes by his name as entered in the record of the company, which in turn is based on the name as entered in his school certificate, produce by him at the time of the recruitment if an employee desires to approve a new name, the following procedure shall be gone through-

- 26.1. An employee wishing to adopt a new name for to effect any addition/ deletion/ modification in his existing name/ Surname may do so, formally by a deed changing in his existing name in a proforma prescribed by the management.
- 26.2. The execution of the deed should be followed by the publication of the change in a prominent local news paper as well as in the gadget of India at the employee own expense.
- 25.3. If a female employee desired a change in addition is her surname on account of her marriage/ Re-Marriage she should give a formal intimation to her appointing authority of her marriage along with the request for a change in her surname. Particulars of the husband may also be given for making necessary entries in her service records.
- 26.4. Change in Surname or reversion to make a name may be permitted if a female employee gives intimation to the Competent Authority regarding change in her marital status along with a formal request of her reversion to her maiden name.

27.0 Residential Address:

Every employee shall notify to the company within one month of appointment the details of his residential address and there after promptly communicate to the company and change of his residential address. In case the employee does not communicate to the company any change of his residential address, his last notified

address shall be treated by the company as his residential address for sending any communication to him.

28.0 Headquarters of an employee:

- 28.1. As a general rule and subject to any subject orders to the contrary in a particular case, the headquarters of an employee on the role of the company is the station, which has been declared to be his place of posting by the Competent Authority.
- 28.2. An employee cannot leave his headquarters without prior information of his controlling officer.
- 28.3. An employee under suspension is regarded as subject to all other condition of service applicable to the employees and cannot, therefore, leave the station without prior permission. The station of posting immediately before his suspension will be the headquarters of the suspended employee.
- 28.4 The Competent Authority can change the headquarters of an employee under suspension, if it is in the interest of the company.
- 28.5. However, where an individual under suspension requests for a change of headquarters, there is no objection to the Competent Authority changing it if it is satisfied that such a course will not put the company any administrative inconvenience or financial loss.

29.0 Hours of work:

- 29.1. Unless in any case it is otherwise distinctly provided, the whole time of an employee is at the disposal of the company and he may be employed in any manner required by the Competent Authority, without claim for additional remuneration. The hours of work shall be notified from time to time. In the exigencies of work, the employees may be called upon to work in shifts at the discretion of the management.
- 29.2. Every employee shall comply with such instructions as are issued from time to time relating to the attendance, arrival and departure, hours of work etc for different classes of employees. He should report punctually at the place of his work by prescribed time and not leave before the closing time, unless permitted to do so by the Competent Authority.
- 29.3. Attendance shall be marked daily according to the method prescribed by the management from time to time. Employees who are required to sign in attendance register will mark the time of reporting for duty as per instruction issued by the Competent Authority time to time.

- 29.4. An employee who does not report for duty on time may not be taken on work, and his absence for the day may be treated, at the discretion of the Competent Authority, as leave with or without pay or as absence from duty.
- 29.5. Nothing in this rule shall prejudice the right of the company for deduction of the wages for the period of absence and/or for taking disciplinary action against the delinquent employee as per the conduct, discipline and appeal rules of the company.
- 29.6. He shall be liable to be called for duty at any time during holidays, if so required by the Competent Authority, during emergencies and exigencies of work.

30.0 Duties and obligation during working hours:

- 30.1. Every employee shall at all times, maintained absolute integrity and devotion to the duty and shall do nothing which is unbecoming of an employee and/or against the interest of the company.
- 30.2. Every employee shall carried out the work for which he is employed, conscientiously and diligently and to the best of his ability and in accordance with specific or general instructions given to him by the Competent Authority directly or through delegated authority.
- 30.3. Each employee is responsible for and shall take proper care of all machines, tools, fixtures, furniture, office equipment, computer, laptop electronic/electrical and sanitary fittings, drawings etc. generally and specifically entrusted to him. He shall not take out of the premises any article document drawing material etc. belonging to the company without proper authority.
- 30.4. He shall take due precautions to safeguard the companies property and to prevent accident or damage thereto. He shall at once report to his immediate superior, defect, if any he may notice in any machinery/ equipment connected with his work. He shall also immediately report any defect which he may notice and which might endanger him or any other person or might result in damage to the companies or any person's property.
- 30.5. He shall strictly observe all safety rules/ instructions, as notified from time to time by the management. He shall not, unless specifically authorized, interfere with any safety device of any machine, running or idle.

31.0 Identity cards:

- 31.1. Every employee of the company will be provided with an identity card containing particulars viz his department, designation and such other

particulars as may be necessary. His photograph will be affixed on the card. The card shall be signed by the authorized officer of the company. All employees shall display their identity cards while on duty.

31.2. The employees shall return the identity card at the time of leaving the services of the company.

32.0 Holidays:

32.1. Apart from the weekly holidays the employee will be entitled to other annual holidays, that will be notified at the beginning of every year as full holidays or as restricted holidays to be availed by the individual employees according to the limits that may be prescribed, the company will also observe the holidays that may be notified by the Govt. on the death of dignitaries and any other special occasions.

32.2. An employee may be required to work beyond the normal working hours including work on weekly holidays and other holidays in accordance with the instructions of the management. He is also liable to be called for duty at any time. For such overtime work done by the employees, compensatory or monetary compensation as may be admissible under the company rules will be allowed to them.

33.0 Forwarding of Application:

33.1. A maximum of three applications may be forwarded in a calendar year, subject to the following conditions:-

33.2 That the application is being sent in response to an advertisement/ circular inviting such applications;

33.2.1. That the application is being sent for a post higher than the post already held by him in the Company;

33.2.2. That the applicant fulfills the minimum eligibility criteria for the post applied for;

33.2.3. That there is no vigilance or departmental disciplinary proceedings pending or contemplated, which may warrant imposition of a major penalty, nor there is a case in respect of a criminal offence under investigation, inquiry or trial against him.

33.3. Application of an employee for a post which is equivalent to the post already held by him in the Company may be forwarded in exceptional cases at the sole discretion of the Managing Director.

- 33.4. Application of an employee, who is under suspension, for outside employment shall not be forwarded.
- 33.5. The restriction of three applications in a calendar year shall, however, not apply in case of Scheduled caste / Scheduled Tribe employees.
- 33.6. While forwarding the application, it should be clearly mentioned in the letter that in case of his selection, the employee shall be required to resign from the services of the Company, and his resignation shall be considered / accepted in accordance with the rules of the Company in force at that time.
- 33.7. An employee seeking employment elsewhere should bear in mind the following conditions for acceptance of resignation and release from the services of the Company:-
- 33.7.1. Employee concerned should not be under suspension, nor his conduct should be under inquiry, investigation, nor is a departmental proceeding pending or contemplated against him;
- 33.7.2. Vacation of Company /Company leave accommodation and clearance of all dues connected therewith:
- 33.7.3. Refund of all the outstanding amount of loans, advances and other dues, if any:
- 33.7.4. Refund of the proportionate service Bond money in the event of his failure to serve the Company for the specified number of years, on expiry of the period of Study Leave/ Extraordinary Leave for prosecuting studies, if any;
- 33.7.5. Availability of a suitable replacement vice him.

34.0. Pay on initial appointment:

The initial basic pay of the employee newly appointed to a post under the company shall be fixed at the minimum of the time scale of the post to which he is appointed except in the following cases:

- 34.1. Pay of departmental candidates selected for higher post against open recruitment will be fixed as on promotion.
- 34.2. In case of emergency commissioned, short service commission officers and other category of employees for which special orders are issued by the Central Government, the same shall be kept in view while fixing the pay of such employee in the company's pay scale.
- 34.3. In case of persons who are already in employment with the Central Government or a State Government or a Public Institution, pay on

appointment to a post under the company will be fixed at the stage in the scale so that total emoluments (comprising pay and dearness allowance) last drawn in the previous employment.

34.4. The appointing authority may, for reasons to be recorded in writing, after taking into consideration the recommendations of selection committee, allow higher pay not exceeding five increments to persons on his initial appointment. In exceptional circumstances and on merits of each case more than five increments may be allowed with the prior approval of Board of Directors.

35.0. Gratuity:

The employees of the Company shall be entitled for gratuity as per the **Payment of Gratuity Act, 1972** amended from time to time and **in accordance with the guidelines of DPE/Govt. of India in this regard, including the instructions on counting of the service for the purpose.**

36.0. Absorption of Deputationists :

Absorption of the employees joining the company on usual terms of deputation shall be regulated as per CRWC absorption Rules, 2013 (*approved by BOD in its 29th meeting dated February 12, 2013, agenda no. 29.8*) to be amended from time to time.

37.0. Leave/ Casual Leave:

The employees of the company shall be governed by the CRWC Leave Rules, 2013 (*approved by BOD in its 31st meeting dated August 02, 2013, agenda no. 31.9*) to be amended from time to time.

38.0. Traveling Allowance and Leave Traveling Concession:

The entitlement of employees of the company regarding LTC, TA/ DA, Joining time and Hotel accommodation shall be regulated as per CRWC Traveling Allowance Rules, 2012 and CRWC LTC Rules, 2012 (*approved by BOD in its 29th meeting dated February 12, 2013, agenda no. 29.13*) to be amended from time to time.

39.0. Medical Health Scheme:

The employees of the company shall be governed by Medical health Scheme policy of the company to be framed and approved by Board of Directors.

40.0. Conduct, Discipline and Appeal:

The employees of the company shall be governed by CRWC (Conduct, Discipline and Appeal) Rules, 2012 (*approved by BOD in its 27th meeting dated September 24, 2012, agenda no. 27.5*) to be amended from time to time.

41.0 The Managing Director may relax any of the provisions of these rules to mitigate the hardship to any employee, at its discretion for the reasons to be recorded in writing by him.

42.0 Interpretation: If any doubt or difficulty arises in interpreting these Rules, or in giving effect to them, or if any lacuna, inconsistency or anomaly is discovered in their application, it shall be open to the Board to issue general instructions not inconsistent with the Act, and the rules and Rules made hereunder for the purpose of removing such doubt, difficulty, lacuna, inconsistency or anomaly. **However, all such instruction of the Board, including application of above service rules shall be subject to the guidelines of the DPE/Govt. of India.**

Board of the Company reserves the right to periodically review the general conditions of service rules framed here above and suitably make deletion/modification/addition/updation as per DPE/Govt. of India's guidelines/instruction from time to time.
