No. 9/2/2014-PSU / 10 72

Government of India / भारत सरकार

Ministry of Water Resources, River Development & Ganga Rejuvenation जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय

श्रम शक्ति भवन, रफी मार्ग, नई दिल्ली दिनांक 23.09.2016

To, Shri H.L. Chaudhary, CMD, NPCC Ltd., Raja House, 30-31, Nehru Place, New Delhi- 110019

Sub: Appointment of Shri Sahab Narain as Director (Finance) in NPCC Ltd. — terms and conditions and pay fixation.

Sir,

In continuation of this Ministry's letter of even number dated 05.07.2016 on the above subject, I am directed to convey the sanction of the President to the appointment of Shri Sahab Narain as Director (Finance) in NPCC Ltd. (hereinafter referred as the Company) w.e.f. 29.07.2016 (F.N.) on the following terms and conditions:-

- 1.1 <u>Period:</u> His appointment will be for a period of five years w.e.f. 29.07.2016 in the first instance or till the date of his superannuation or until further orders, whichever is earliest and in accordance with the provisions of the Companies Act, 2013 as amended from time to time. The appointment may, however, be terminated even during this period by either side on three months notice or on payment of three months salary in lieu thereof.
- 1.2 After the expiry of the first year, the performance of Shri Sahab Narain will be reviewed to enable the Government to take a view regarding continuance or otherwise for the balance period of tenure.
- 1.3 <u>Headquarters:</u> His headquarters will be at Faridabad where the corporate office of the Company is located. He will be liable to serve in any part of the country at the discretion of the Company.
- 1.4 Pay: Shri Sahab Narain will draw a basic pay of Rs.65,030/- per month in the scale of Rs. 65,000-75,000/- from the date of assumption of Office as Director (Finance), NPCC Ltd. subject to the conditions as mentioned in this Ministry's letter No.4/10/2009-PSU/354 dated 26.5.2011.

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- 1.5 Dearness Allowance: He would be paid DA in accordance with the new IDA scheme spelt out in the DPE's O.M. No. 2(70)/08-DPE (WC) dated 26.11.2008 and O.M. No. 2 (70)/08-DPE (WC)/GL-VII dated 2.4.2009.
- 1.6 Annual Increment: He will be eligible to draw his annual increment @3% of basic pay on the anniversary date of his appointment in the scale and further increments on the same date in subsequent years until the maximum of pay scale is reached. After reaching the maximum of the scale, one stagnation increment equal to the rate of last increment drawn will be granted after completion of every two-year period from the date he reaches the maximum of his pay scale provided he gets a performance rating of "Good" or above. He will be granted a maximum of three such stagnation increments.
- 1.7 House Rent Allowance: He will be entitled to HRA as per the rates indicated in DPE's O.M. dated 26.11.2008
- 1.8 Residential accommodation and recovery of rent for the accommodation so provided:
- 1.8.1 Company's own accommodation: Wherever the Company has built residential flats in the industrial township or purchased residential flats in the cities, arrangements would be made by the Company to provide a suitable residential accommodation to him.
- 1.8.2 <u>Leased Accommodation</u>: If the Company either in township or is not able to provide residential accommodation out of the residential flats & purchased by it in the Headquarter, suitable accommodation could be arranged by the company by taking the premises on lease basis at headquarter of the Company. The Board of Directors may decide the size, type and locality of such accommodations as per DPE's O.M. dated 05.06.2003, 26.11.2008 and 02.04.2009. For purposes of CTC, 30% of basic pay may be considered as expenditure on Housing.
- 1.8.3 Self lease: If Shri Sahab Narain owns a house at the place of his posting (Headquarter) and is desirous of taking his own house on self lease basis for his residential purposes, the company can permit him to do so, provided he executes a lease-deed in favour of the Company. The Board of Directors may decide the size, type and locality of such accommodation.

- 1.8.4 Repair/maintenance of leased accommodation: The responsibility for repair and maintenance of leased accommodation is that of the lessor. Lease rent will be allowed only for 12 months in a year and no additional amount will be provided towards repair/maintenance of leased accommodation.
- 1.8.5 Existing lease deeds: The lease agreement signed by the Company in respect of the accommodation taken on lease basis for him, if any, prior to 26.11.2008 would not be re-opened during the pendency of the lease period. The lease money, in other words, should not be hiked till the expiry of lease period. This proviso would be applicable even if he had been permitted to take his own house on self lease basis.
- 1.8.6 Office accommodation: No office accommodation at the expense of the Company would be provided or arranged by the Company at his residence.

1.9 Rent Recovery:

- 1.9.1 CPSE's township/own flats: Recovery of rent for the accommodation arranged by the Company in its own township or from the pool of flats purchased by it in cities and towns and so allotted to him would be made at the rate of 10% of basic pay from 29.07.2016 or the standard rent fixed by the Company whichever is lower. Where the Company has prescribed flat rates of recovery in respect of accommodation in its townships depending on each type of accommodation i.e. recovery of rent on uniform basis for each type of accommodation, then rent would be paid by him as prescribed by the Company.
- 1.9.2 Leased accommodation: In respect of leased accommodation arranged by the Company, rent would be recovered from Shri Sahab Narain at the rate of 10% of basic pay from 29.07.2016 or the actual rent whichever is lower.
- 1.10 **Conveyance:** He will be entitled to the facility of staff car for private use as indicated below:

Name of the city

Ceiling on non-duty journeys

Delhi, Mumbai, Kolkata, Chennai, Bangaluru, Hyderabad

1000 KM/PM

All the other cities

750 KM/PM

Monthly rate of recovery for non-duty journeys would be as follows:-

Non air conditioned cars

Rupees per month

Below 16 H.P.

325/-

Above 16 H.P.

490/-

- 1.11 <u>Leave:</u> He will remain subject to the Leave Rules of the Company.
- 1.12 <u>Contributory Provident Fund and Gratuity:</u> Shri Sahab Narain will be governed for these benefits as per Rules of NPCC Ltd.
- 1.13 Other Allowances/Perks: The Board of Directors will decide on the Allowances and Perks subject to a maximum ceiling of 50% of his basic pay as indicated in O.M. dated 26.11.2008 and 02.04.2009. He will be entitled for Family Planning Allowance (FPA) within the prescribed ceiling of allowances & perquisites i.e. 50% of basic pay, if eligible.
- 1.14 <u>Performance Related Payment:</u> He shall be eligible for approved PRP as per O.Ms. dated 26.11.2008, 09.02.2009 and 02.04.2009.
- 1.15 <u>Superannuation Benefits:</u> He shall be eligible for superannuation benefits based on approved schemes as per O.Ms. dated 26.11.2008 and 02.04.2009.
- 1.16 Conduct, Discipline and Appeal Rules:
- 1.16.1 The Conduct, Discipline and Appeal Rules framed by the Company in respect of their non-workmen category of staff would also mutatis mutandis apply to him with the modification that the Disciplinary Authority in his case would be the President of India.
- 1.16.2 The Government also reserves the right not to accept his resignation, if the circumstances so warrant i.e. the disciplinary proceedings are pending or a decision has been taken by the competent authority to issue a charge sheet to him.
- Retriction on Joining Private Commercial Undertakings after Retirement/Resignation. Shri Sahab Narain after retirement/resignation from the service of the Company shall not accept any appointment or post, whether, advisory or administrative, in any firm or company whether Indian or Foreign, with which the Company has or had business relations, within one year from the date of his retirement/resignation, without prior approval of the Government.

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- In respect of any other item, concerning him which is not covered in preceding paras, he will be governed by the relevant Rules/instructions of the Company/Government.
- 3. As required vide DPE OMs dated 15.5.2008 and 8.8.2012, the CPSEs shall secure a Bond from the incumbent for an appropriate sum of money payable by him as damages for any violation of the restrictions imposed on him regarding his joining private commercial undertakings after retirement.
- 4. DPE directions/guidelines in the matter will have overriding effect. This order is further subject to any post-audit modifications that may be required.
- 5. This issues with the concurrence of the Finance Division, MOWR, RD & GR, vide FTS dated 19.09.2016.

Yours faithfully,

(Vinod Kumar) Under Secretary to the Government of India T. No.23714350

Copy to:-

- 1. Shri Sahab Narain, Director (Engg.), NPCC Ltd, Plot No. 67-68, Sector 25, Faridabad 121004, Haryana.
- 2. Shri Virender Singh, Under Secretary (ACC), Office of the Establishment Officer, Deptt. Of Personnel & Training, North Block, New Delhi with reference to OM No. 9/2/2016-EO(ACC) dated 22.06.2016.
- 3. The Secretary, Public Enterprises Selection Board, Public Enterprises Bhawan, Block No.14,CGO Complex, New Delhi w.r.t their U.O. No.7/42/2014-PESB dated 06.01.2016.
- 4. The Secretary, Department of Public Enterprises, Block No.14, CGO Complex Lodhi Road, New Delhi.
- 5. Shri A.K. Gupta, GGM (PM & C), NPCC Ltd., Plot No. 67-68, Sector-25, Faridabad, Haryana.
- 6. Shri Akilesh Mishra, GGM (HR), NPCC Ltd., Plot No. 67-68, Sector-25, Faridabad, Haryana
- 7. Smt. Rajni Agarwal, Company Secretary, NPCC Ltd., 30-31 Raja House, Nehru Place, New Delhi.
- 8. Vigilance Section/Finance Desk, Hindi Section, MoWR, RD&GR
- 9. MC for uploading in the PSU Section page of intranet of this Ministry.

(Vinod Kumar)

Under Secretary to the Government of India

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