

F. No. W-02/0031/2018-DPE (WC)-GI-XX/18
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises


Public Enterprises Bhawan
Block No.14, CGO Complex, Lodhi Road
New Delhi, the 23rd July, 2018

OFFICE MEMORANDUM

Subject:- Standard Terms and Conditions for 2017 IDA pay scales in respect of Board level executives of CPSEs-reg.

The undersigned is directed to refer to DPE's OM dated 14.12.2012 and to state that guidelines on revised pay scales etc. in respect of executives of CPSEs following IDA pattern of pay scales w.e.f. 01.01.2017 have been issued vide DPE OMs dated 03.08.2017, 04.08.2017 and 07.09.2017. Based on the Government policy declared in these OMs, standard terms and conditions in respect of Board level executives of the CPSEs following IDA pay scales have been finalized by DPE. A copy of the standard terms and conditions is enclosed.

2. All proposals for pay fixation and terms & conditions of Board level executives in 2017 pay scales may be finalized in the model format enclosed, as per the procedure prescribed in the aforesaid DPE OM dated 14.12.2012.
3. All the cases where the pay fixation based on 2017 IDA pay scales in respect of Board level executives of CPSEs have already been finalized, the terms and conditions of such Board level executives may be reviewed in light of the enclosed standard terms & conditions.
4. This issues with the approval of the Competent Authority.


(Samsul Haque)
Under Secretary

Encl: As above

To


All Administrative Ministries/Departments.

Copy to:-

- i. Secretary, PESB
- ii. Office of the Comptroller & Auditor General, 10, Deen Dayal Upadhyay Marg, New Delhi
- iii. FAs in Administrative Ministries/Departments
- iv. Joint Secretary, Department of Expenditure, North Block, New Delhi
- v. Joint Secretary, Department of Personnel & Training, North Block, New Delhi

Copy also to:

- i. NIC,DPE with a request to upload this OM on DPE website.
- ii. Director, Management Division, DPE
- iii. Director, GM Division, DPE


(Samsul Haque)
Under Secretary

STANDARD TERMS AND CONDITIONS FOR 2017 PAY SCALES
GOVERNMENT OF INDIA

MINISTRY OF _____
DEPARTMENT OF _____

Dated:.....

To

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Subject:- Appointment of Shri/Smt./Kum. _____ as _____ in _____ -terms and conditions thereof.

Sir/Madam,

I am directed to convey the sanction of the President to the appointment of Shri/Smt./Kum. _____ as _____ in _____ w.e.f. _____ on the following terms and conditions:-

1.1 Period: The period of his/her appointment will be for a period of years w.e.f. _____ (date of appointment) in the first instance or till the date of superannuation or until further orders, whichever event occurs earlier 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 3 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/Smt./Kum. _____ will be reviewed to enable the Government to take a view regarding continuance or otherwise for the balance period of his/her tenure.

1.3 Headquarters: His/her headquarters will be at _____ where the registered office/corporate office/headquarters of the CPSE is located. He/She will be liable to serve in any part of the country at the discretion of the CPSE.

1.4 Pay: Shri/Smt./Kum. _____ will draw a basic pay of Rs. _____ per month in the scale of Rs. _____ (2017 pay scale as per DPE OM dated 03.08.2017) from the date of assumption of Office (w.e.f. date of pay revision in case appointed earlier than that).

1.5 Dearness Allowance: He/She would be paid DA in accordance with the new IDA scheme as spelt out in the DPE's OM dated 03.08.2017.

1.6 Annual Increment: He/She will be eligible to draw his/her annual increment @ 3% of basic pay on the anniversary date of his/her appointment in the scale referred to in para 1.4 above 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/she reaches the maximum of his/her pay scale provided he/she gets a performance rating of "Good" or above. He/She will be granted a maximum of three such stagnation increments.

1.7 House Rent Allowance: He/She will be entitled to HRA as per the rates indicated in OMs dated 03.08.2017 & 04.08.2017.

1.8. Residential accommodation and recovery of rent for the accommodation so provided.

1.8.1 Company's own accommodation: Wherever the CPSE has built residential flats in the industrial township or purchased residential flats in the cities, arrangements would be made by the CPSE to provide a suitable residential accommodation to him/her.

1.8.2 Leased accommodation: If the CPSE is not able to provide residential accommodation either in township or out of the residential flats, purchased by it in the Headquarters, suitable accommodation could be arranged by the CPSE by taking the premises on lease basis at their headquarters. The Board of Directors may decide the size, type and locality of such accommodations as per DPE OMs dated 05.06.2003, 03.08.2017 and 04.08.2017.

1.8.3 Self-lease: If he/she owns a house at the place of his posting (Headquarters) and is desirous of taking his/her own house on self-lease basis for his/her residential purposes, the CPSE may permit him/her to do so provided he/she executes a lease-deed in favour of the CPSE. The Board of Directors may decide the size, type and locality of such accommodations as per DPE OMs dated 05.06.2003, 03.08.2017 and 04.08.2017.

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 CPSE in respect of the accommodation taken on lease basis for him/her, if any, prior to 03.08.2017 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/she had been permitted to take his/her own house on self-lease basis.

1.8.6 Office accommodation: No office accommodation at the expense of the CPSE would be provided or arranged by the CPSE at his/her 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/her would be made at the rate spelt out in DPE OM dated 04.08.2017 from (date of joining) _____ or the standard rent fixed by the company, whichever is lower.

1.9.2 Lease accommodation: In respect of leased accommodation arranged by the CPSE, rent would be recovered from him/her at the rate spelt out in DPE OM dated 04.08.2017 from (date of joining) _____ 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, in terms of DPE OMs dated 21.01.2013 & 04.11.2013:

<u>Name of the City</u>	<u>Ceiling on non-duty journeys</u>
Delhi, Mumbai, Kolkata, Chennai Bangaluru, Hyderabad	1000KM/PM
All the other cities	750KM/PM

Monthly recovery amount (AC/Non AC) for private use/non-duty journeys would be Rs 2000/- PM.

1.11 Leave: He/She will remain subject to the Leave Rules of the CPSE.

1.12 Club Membership: He/She will be allowed the Corporate Club Membership (upto maximum of two clubs), co-terminus with his/her tenure.

1.13 Other Allowances/Perks: The Board of Directors will decide on the Allowances and Perks subject to a ceiling of 35% of his/her basic pay as indicated in OMs dated 03.08.2017, 04.08.2017 & 07.09.2017.

1.14 Performance Related Payment (PRP): He/She shall be eligible for approved PRP as per OM dated 03.08.2017.

1.15 Superannuation Benefits: He/She shall be eligible for superannuation benefits based on approved schemes as per OM dated 03.08.2017.

1.16 Conduct, Discipline & Appeal Rules:

1.16.1. The Conduct, Discipline and Appeal Rules framed by the CPSE in respect of their below Board level Executives would also mutatis mutandis apply to him/her with the modification that the Disciplinary Authority in his/her case would be the President of India.

1.16.2 The Government also reserves the right not to accept his/her 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/her.

1.17. Restriction on Joining Private Commercial Undertakings after Retirement/Resignation

1.17.1 Shri/Smt./Kum. _____ after retirement/resignation from the service of this CPSE shall not accept any appointment or post, whether, advisory or administrative, in any firm or company whether Indian or foreign, with which the CPSE has or had business relations, within one year from the date of his retirement/resignation, without prior approval of the Government.

1.17.2 In order to secure compliance of these restrictions, CPSE shall secure a bond from him/her at the time of their employment/retirement/resignation in CPSE for an appropriate sum of money payable by him/her as damages for any violation of these restrictions in terms of DPE OM No.2(22)/99-GM dated 8th August, 2012.

1.18 Lien: In case, he/she was holding a below board level post before his/her appointment to the board level post in a CPSE, he/she will retain lien on their below board level post, if applicable, as per the extant guidelines of DPE/CPSE concerned.

2. In respect of any other item, concerning him/her which is not covered in preceding paras, he/she will be governed by the relevant Rules/instructions of the CPSE concerned/Government.

3. This issues with the concurrence of the Finance Division, Ministry of, vide their U.O. No. _____ dated _____ .

Yours faithfully

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