



(दिल्लीमेट्रोरेलकारपोरेशनलिमिटेड)
DELHI METRO RAIL CORPORATION LIMITED
(भारतसरकारएवंदिल्लीसरकारकासंयुक्तउपक्रम)
(A Joint Venture of the Govt. of India and the Govt. of NCT Delhi)
Metro Bhawan, New Delhi-110001

No. DMRC/Pers/14/2021

Dated: 29.01.2021

OFFICE ORDER NO. PP/3076/2021


Sub: HR Manual: A Compendium of the Service Rules in DMRC

The Service Rules in DMRC have been continuously upgraded in furtherance of employee interests and to keep pace with the latest modifications on the subject. Various Circulars have been issued, after the last updated Master Circulars, which were issued from 2013-2015. Accordingly, "The HR Manual: A Compendium of the Service Rules in DMRC," containing the updated position on the various service rules, has been prepared and is enclosed herewith, for information of all the employees of DMRC. The HR Manual is currently a Compendium of the following Service Rules:

1. General Condition of Service Rules;
2. Conduct Discipline and Appeal Rules;
3. Pay & Allowances Rules;
4. Travelling Allowance / Daily Allowance Rules;
5. Medical Attendance Rules;
6. Leave Rules;
7. House Building Advance Rules;
8. Vehicle Advance Rules; and
9. Multi-purpose Advance Rules.

The other service rules shall be subsequently added to the HR Compendium. This supersedes all the previous instructions/orders on the subject. In case of any error/clarification on the subject, the same may be reported to/sought from, the HR Department.

This issues with the approval of the Competent Authority


(R.D. Choudhury)
Executive Director (HR)

Copy to:

- i. All EDs, PDs, CGMs, SGMs, GMs, CPMs & HODs – for information and wide circulation amongst the employees
- ii. Principal Advisor (DMRC) & other Advisors
- iii. OSD to MD
- iv. CVO
- v. Office Order File
- vi. DMRC Intranet Site (Sr. DGM/IT) – for uploading on Intranet (APAR Folder/Newsflash)

Cc - for Information of: DP, DF; DW, DRS, DO, DE & DBD

“पर्यावरण सुरक्षित रखने में सहयोग करे। अत्यंत आवश्यक होने पर ही इसे प्रिंट करे”



दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)

DELHI METRO RAIL CORPORATION LTD.

(A Joint Venture of the Govt. of India and the Govt. of NCT Delhi)

HR Manual

A Compendium of the
Service Rules of DMRC



January - 2021





FOREWORD

The HR Manual - A Compendium of the Service Rules of DMRC, consisting of the Policy Circulars/Guidelines, is issued by DMRC, from time to time. The last such Manual was issued in 2015. The latest Compendium, in the series, is a comprehensive collation of the existing rules and regulations, on the various service matters, based on the updated Circulars/Office Orders/Instructions, etc. It is my pleasure to release the latest updated Compendium. I am sure, this would be of immense help for the DMRC employees and serve as a ready reckoner, in their day-to-day working.

Major Policies and various Formats, currently in use, are incorporated in the Manual, as an Annexure, at the end of each Chapter, to facilitate the ease of use and implementation. The Manual, I am sure, shall be a handy source of information and guidance, for the DMRC employees. It should also come in handy, for those who prepare, for the various departmental examinations, as this shall serve as a one-stop source of the relevant policies/rules and regulations. The Manual, with its easy to use and refer to, format, is in line with our efforts to place as much information in the public domain, as is possible. The Manual is being released digitally and shall be available on the Intranet.

It would be our endeavour to revise the Manual as and when, the HR policies are reviewed/amended, from time to time. The HR Department has been told to ensure that each time there is a change in the provisions/rules/regulations, the changed and the up-dated Compendium, should be available to the employees, so that they do not have to search for the up-dations/changes, or, for that matter, miss these. I do hope that the Manual serves the purpose, it is meant to. Any suggestions, for further improvement, shall always be welcome and can be forwarded to the Head of the HR Department.

The Compendium is a testimony to the meticulous efforts put in by the HR Team, in coming up with the latest offering. I commend them for their ceaseless efforts, in bringing about transformational changes in the delivery of the HR services, in DMRC. The past year has seen several such initiatives, including the digitalisation of the APAR process and the bouquet of service deliveries, through the ESS portal. I am told, that there are several more initiatives in the pipeline, all meant to ease the ways of working and render greater satisfaction, to the employees of DMRC. I am sure, that the times ahead, shall be interesting.

Place: New Delhi

Date: 29.01.2021


(Dr. Mangu Singh)
Managing Director

NOTE

- The issue of consolidation of the existing Circulars/Office Orders/Instructions, in an updated Compendium, has been under consideration, for some time now. It has now been decided to issue a consolidated, revised and updated Compendium on the Service Rules of DMRC, for the information and guidance of all concerned.
- This Compendium is mainly a compilation of all the Circulars/Office Orders/Instructions, issued on the various subjects, pertaining to the Service Rules of DMRC.
- The instructions contained in the original Circulars/Office Orders/Instructions, referred to, have only prospective effect, unless indicated otherwise.
- If any Circular/Office Order/Instruction, having a bearing on any subject/s, which has not been superseded and has been lost sight of, in the preparation of the Compendium, the said Circular/Office Order/Instruction, should not be ignored, but should be treated as valid and operative. The same may also be brought to the notice of the HR department.
- Further addition to the compendium remaining other subjects shall be uploaded/issues in one 'Online', as and when these are finalized/ready. All concerned may await the same.

Date of Issue: January 29th, 2021.



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Chapter - A

General Conditions on Service Rules



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GENERAL CONDITIONS OF SERVICE RULES

These Rules shall be called "The General Conditions of Service Rules" and shall apply to all the employees of DMRC.

(Exclusions: - Some of the clauses of these rules may not be applicable to Board level officers, which may vary / not applicable, as per the terms and conditions, specified in their appointment letters)

1. CLASSIFICATION OF EMPLOYEES

The employees of the Corporation are classified into the following Categories / Grades: -

Sr. No	Categories	IDA Scale (Rs.)	Status
<u>NON-EXECUTIVE</u>			
1.	Unskilled	16000-50000	Non-Supervisor
2.	Semi-skilled	20000-60000	
3.	Skilled Maintainer	25000-80000	
4.	Maintainers and Assistants	35000-110000	
5.	Supervisor-II	37000-115000**	Supervisor
6.	Supervisor-I	40000-125000**	
7.	Sr. Supervisors -II	46000-145000	
8.	Sr. Supervisor-I	50000-160000	
<u>EXECUTIVE</u>			
1.	Asstt. Manager	50000-160000	Executive
2.	Manager	60000-180000	
3.	Dy. General Manager	70000-200000	
4.	Sr. Dy. General Manager	80000-220000	
5.	Jt. General Manager	90000-240000	
6.	Addl. General Manager/ Sr. Addl. General Manager*	100000-260000	
7.	General Manager / Sr. General Manager / Chief General Manager*	120000-280000	
8.	Executive Director	150000-300000	Functional BOD
9.	Director	180000-340000	
10.	Managing Director	200000-370000	

* Entitled for special pay of Rs.2,500/- p.m.

** Time bound promotion for non-supervisor to grades which are operated in Supervisor level, however the Work profile of non-supervisor shall remain unchanged. Certain service benefits shall be extended, at par as admissible to supervisors in the grade. The Supervisory pay scales are also being operated in non-supervisory categories on time bound promotions.

2. APPOINTMENT

2.1 Modes of intake: The various modes of employee intake are: -

- (a) Direct Recruitment from open market (Regular / On Contract)
- (b) Deputation
- (c) Absorption of Deputationists
- (d) Post Retirement Contractual Engagement
- (e) Lateral Induction
- (f) Compassionate appointment

2.2 Record of age and Date of Birth:

Every employee shall declare on his / her first appointment in the Corporation whether by direct recruitment, or deputation or otherwise, or on being required to do so by the Management at any other time during his / her employment in the Corporation, their date of birth, and produce confirmatory documentary evidence thereof e.g., matriculation or school leaving certificate or birth certificate from the concerned local authority.

In the case of employees, who have worked in a Government or Undertaking body before joining the Corporation, the date of birth as recorded in the records of such previous employer will be taken as the correct date of birth.

Once recorded in the Corporation's records after being declared and obtained in the above manner, the date of birth will not be altered except to rectify clerical errors, if any, or except when substantial evidence is produced, within one year of his / her service in the organization showing any other date of birth and the Managing Director is satisfied that there is adequate 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 / herself unduly delayed his / her request for change of the recorded date of birth.

2.3 Age:

- a) The age of a person at the time of direct appointment to the service of the Corporation (for entry level recruitment levels) shall not be less than 18 years and generally not more than 28 years, as on the crucial date.
- b) For filling up certain posts, to acquire expertise and attract talent, where DMRC decides for recruitment through lateral induction, the upper age limit may vary, such as in case of Post retirement contractual engagement, contract or appointment for the mid-level / high level posts, the age limit will be as determined by the Corporation.
- c) For direct recruitment in initial grades, relaxation in the upper age limit for SC/ST/OBC/PWD/ESM etc. will be provided as per Govt. of India guidelines. Every person appointed shall produce confirmatory evidence like Matriculation certificate / birth certificate issued by Competent Authority, as may be acceptable to the Corporation.

- d) For candidates joining DMRC on Compassionate appointment, upper age limit may be relaxed, wherever deemed necessary, however minimum age limit shall remain 18 years.

Guidelines on Reservation and respective relaxations issued by the Govt. of India on recruitment, appointment and promotion shall be followed in DMRC.

2.4 Medical Fitness:

No person shall be appointed in the service of the Corporation [on Direct Recruitment / Contract] unless such a person has been certified fit by a Medical Officer / Medical Board of the hospital nominated for this purpose by the Corporation, as prescribed at **Annexure-I**.

The medical fitness report / comprehensive medical check-up report by the nominated hospital shall be considered valid till 6 months of such medical examination, in case of any medical fitness report obtained while in service.

In case of candidate joining DMRC on Post Retirement Contractual Engagement basis, the medical fitness will be obtained as per the existing policy.

2.5 Information to be furnished by Employee, on initial appointment:

Every employee is required to furnish the following information on initial appointment -

- (a) His / her residential address and change in same at any point of time during employment, if any.
- (b) The details of educational course(s), he / she is pursuing, if any, at the time of appointment. In such cases, the qualification may be considered for inclusion in their service record, without any incentive, as prescribed for this purpose.
- (c) The candidates will have to necessarily inform, regarding any employment application made by them elsewhere, prior to the date of issue of the offer of appointment letter from DMRC and shall not appear for interview or accept any employment, if offered, without the prior permission of DMRC.

2.6 After joining:

- (a) In case the candidate is pursuing a regular full-time course, at the time of joining the Corporation, permission to continue the same through regular mode shall not be given.
- (b) For pursuing Correspondence / Part Time / Distance learning mode course, the employee shall be eligible for permission / NOC only after completion of 03 years of service (i.e., Probation completion and 01 year regular service in case of employees whose probation period is for 02 years) and the period of seeking such permission would be reduced to 02

years where the probation period of employee is 01 year [for DGM & above levels].

- (c) The employee will be required to fill an Attestation Form, at the time of initial appointment, wherein any information suppressed or wrongly declared will render his / her summary removal from service, as well as make him / her liable for other implications, as provided under Corporation's rules and the law of the land.

2.7 Verification of character and antecedents:

Appointment of any person in the service of the Corporation or his / her continuance in service shall be subject to his / her character and antecedents being verified and found satisfactory in the prescribed manner. This requirement may be relaxed in case of employees drawn from other Government department or PSUs on deputation / absorption, as they will be joining DMRC, with proper relieving by their respective Organization.

2.8 Probation:

- a) All initial appointments, other than on absorption, are on temporary basis, i.e., whose services are not confirmed / permanent, and incumbents shall be on probation for specified period.
- b) The probation period prescribed for candidates inducted on Direct Recruitment basis; (i) minimum period of 1-year at the level of DGM & above (ii) minimum period of 2 years for Non-Executive cadre and for Executives inducted up to the level of AM / Manager. During this period, an employee shall be liable to be discharged from the service, at the sole discretion of the Corporation without notice or without assigning any reason thereof. On satisfactory completion of probation, he / she shall be made permanent.
- c) For confirmation of service, the assessment at the end of probation period through the "Working Report" is taken into consideration. In case of employees up to Manager level, assessment of 2 Working Reports and in case of employees at the level of DGM & above, 1 working report (based on their period of probation) is prescribed.
- d) At the end of probation period, if the last assessment is 'Suitable', the Probationer will be considered for confirmation by the Screening Committee. Otherwise, the probationer will be treated as on further extended probation.
- e) A maximum period of one year of extended probation will be provided at the discretion of Management only if it is felt that the probationer can improve and earn suitability during the extended period.
- f) If at the end of probation period including extended period, the probationer review does not merit 'Suitable' assessment, his / her services shall be terminated forthwith, in accordance with the terms of offer of appointment.

g) When any employee joins an organization, their level of expertise and professional acumen as required for the effective discharge of their official responsibilities and duties is assessed and augmented through induction training programs. For the aforementioned DMRC has instituted DMRA (Delhi Metro Rail Academy), a state-of-the-art facility, wherein induction / advanced trainings are conducted through various methodologies such as simulators, classroom training sessions etc. Newly recruited employees undergoing exhaustive DMRA training programs becomes a part of the HR resource Asset pool, hence an appropriate retention policy augurs well for the Corporation in the longer run. Hence the concept of Surety Bond with a 3-Year period is prescribed presently in the Corporation. The Surety Bond of 3-Year period and respective Training Costs incurred by the Corporation on an employee, is applicable for all direct recruits and contract employees. If, any employee resigns from service during probation period or within 3 years of joining, he / she shall be liable to pay Surety Bond amount (along with applicable service tax), as submitted by him at the time of joining DMRC. Training cost and payment in lieu of short notice period (along with service tax), if any, shall also be paid by the employee. Minimum notice period for resignation is 90 days.

- Probation period for all employees on their promotion from one group to other (i.e., from Non-Executive cadre to Executive cadre), shall be for 24 months. During this period, he / she is liable to be reverted to his / her original post, should the performance be deemed as unsatisfactory by the Competent Authority. If the promotion is within the group (Non-executive to Non-executive / Executive to Executive), no probation is applicable.
- Post the satisfactory performance of the employee during the aforementioned 24 months of probation (post promotion), the employee is confirmed in promoted grade/ scale.

3 ABSORPTION AND CONFIRMATION

- a. Absorption of deputationists in DMRC service shall be subject to a tripartite consent, i.e., DMRC's / parent department's / employee's, and fulfillment of the conditions as per the laid down policy and subject to availability of vacancies in DMRC.
- b. Deputationists, direct recruits and personnel working on daily rate basis / contract basis shall be considered for permanent absorption / confirmation / regularization in the service of the Corporation in accordance with the instructions issued by DMRC from time to time. It will be subject to screening by a select Committee of officers at the appropriate level, set up to adjudge the suitability of these personnel for the above purposes and meeting the prescribed medical standards fixed by DMRC.
- c. Contract employees, who work in regular pay scales / consolidated fee in DMRC may be considered for absorption, regularization subject to fulfilment of the following conditions (Ref: O.O. No. PP/2871/2019 dated 30/08/2019): -

- i. The number of contract employees to be regularized in a particular category, in a year, will be decided once a year, i.e., on the 1st July every year, based on the availability of regular / permanent vacancies, in that category. The contract employees shall be regularized to the extent, they are essential for DMRC and would not become surplus during the next five years.
- ii. A contract employee shall be considered for regularization on completion of 02 years of contract service, in DMRC.
- iii. For consideration under the regularization process, the contract employee should have undergone at least 2 annual appraisal process. Further the latest APAR ratings should be in the “Outstanding” grade, i.e., should have been appraised with 18 out of 20 marks and preceding year appraisal should have been in the “Very Good” grade.
- iv. Subsequent upon regularization, the contract service of such employees shall be counted @ maximum up to 70% for further promotion in DMRC. The maximum period of past contract service shall not exceed the quantum of 1.4 years (approx. 70% of 02 years), for promotion purposes and for availing various advances.
- v. All regularization / absorption orders, shall have only prospective effect.
- vi. The regularization of contract employees shall be solely guided by the future requirements of DMRC and no contract employee shall have a right to be absorbed, even if he / she has fulfilled all the requisite conditions for such regularization, automatically.
- vii. Upon regularization, their pay will continue to be paid at the same level, as before. However, their seniority in the grade of absorption, will count from the date of regularization/absorption, against a regular post only.

4 SENIORITY

4.1 Direct Recruits:

- (a) The seniority of direct recruited non-executives will be fixed taking in to account the marks obtained by them at the time of selection and on completion of their exhaustive training in DMRC, at 60:40 ratio. When two or more candidates are declared to be of equal merit at one and the same examination / selection, their relative seniority shall be determined by the date of birth, the older candidate shall be considered as senior. The direct recruit will get seniority from the date of joining as per the panel seniority, provided they have joined within the stipulated time of 3 months. In case of delayed joining, their seniority will be considered from the date of joining DMRC (vide Office Note No. DMRC/PERS/14/2013 dated 26.08.2013). The candidates inducted through operation of

shadow panel will rank junior to the candidates who have been inducted through main panel.

- (b) Candidates selected for appointment at an earlier selection shall be senior to those selected later, irrespective of date of joining within the stipulated period.
(Ref: Circular No. DMRC/PERS/14/2014 dated 16.12.2014).
- (c) When a candidate cannot join duty within a reasonable time after receipt of the orders of appointment, the Appointing Authority may determine his / her seniority, by placing him below all the candidates selected at the same examination/selection, who have joined within fixed period allowed for reporting to duty or even below the candidates selected at the subsequent examination/ selection who have joined before him.
- (d) The seniority of employees of DMRC who have been promoted through a positive act of selection, involving written examination and interview (i.e., Limited Departmental Examination) shall be given seniority from the date of promotion.
(Ref: Circular No. DMRC/PERS/14/2014 dated 16.12.2014)
- (e) On promotion, the seniority of the employee shall be fixed on the basis of position in the panel based on the date of promotion, subject to inter-se seniority in the panel being maintained as per rules.
- (f) Departmental Competitive Examination - In case two or more candidates securing same number in the aggregate, their relative merit position for the purpose of empanelment may be determined on the basis of their relative seniority in the feeder grade. The same logic will be applied to fill up the last vacancy.

4.2 On permanent absorption of deputationists:

- (a) Absorption of a deputationists is done in the same substantive grade of his / her parent department. In case the deputationist is working at one grade higher than his / her substantive grade in DMRC, he / she can be absorbed in the higher grade in DMRC.
- (b) The seniority of the employees who have been absorbed in a particular grade in DMRC and have been working at two / more grade higher than the absorbed grade on ad-hoc basis, on the date of absorption, will be assigned in the higher grades, on completion of two years from the date of absorption / regularization of the preceding grade or from the actual date of next promotion whichever is later.
- (c) The seniority of absorbed employees who have been absorbed in a particular grade in DMRC and have been granted next higher grade within two years from the date of absorption, based on their services during deputation tenure has been assigned in the promoted grade only after completion of two years from the date of regularization of previous promotion in DMRC/ date of absorption. All subsequent regularization of ad-

hoc promotions (in series) of an absorbee will be done after a period of two years from the date of regularization of preceding grade promotion or from the actual date of next promotion, whichever is later.

- (d) In case of absorbees, if the date of regularization of two or more Executives in the same grade are identical, their seniority position will be determined as per the date of promotion in the preceding grade. In case the date of promotion in the preceding grade also happens to be same, the seniority will be determined based on the date of promotion in the substantive grade in parent department. (Ref: Circular No. DMRC/PERS/14/2014 dated 16.12.2014)

4.3 On regularization of contractual employees:

The contract employees shall be granted seniority from the date of regularization of their contractual services in DMRC. They will be given 70% weightage of required contractual service in regular grade for consideration of residency for the next higher grade and regularization in the promoted grade.

(Ref: Circular No. DMRC/PERS/14/2014 dated 16.12.2014)

4.4 On change of cadre:

The seniority of employees changing from one discipline to another will be regulated as under: -

- (a) In case the discipline of the employee is changed by the Management on his / her request, the seniority in the new discipline will be at the bottom of the list.
- (b) In case the change of discipline is made on administrative grounds in the Corporation's interest, the employee will get his / her due seniority in the new discipline, reckoned from the date of entry to the grade.

- 4.5** Seniority lists will be issued for officers and staff in the grades, which they are holding in the Corporation on regular basis and not in the grades which they are holding on ad-hoc and provisional basis.

5 PERFORMANCE APPRAISAL

Annual Performance Appraisal Report (APAR) is an objective assessment of the work and conduct of an employee. Assessment of APAR is the main criteria for Promotion. Writing, maintenance and disclosure of APAR, therefore assumes importance, not only in the interest of organization but also in the interest of the employee. The APAR is to be filled online on the ESS. The guidelines for filling-up the APAR are given below: -

- a. **Applicability:** APAR is compulsory for all employees of the Corporation, who have completed minimum 90 days of service in the Corporation on assessment year ending, i.e., on 31st March of the year, except for contractual employees working as Consultants

and on Post Retirement Contractual Engagement basis.

b. **Periodicity:** APAR is written annually according to financial year, i.e., 1st April to 31st March.

c. **Reporting / Reviewing Officer:** APAR to be written by the Reporting Officer immediately superior to the employee concerned and reviewed by the next higher authority. In both cases, they should have supervised the work of employee for not less than three months.

d. SOP OF REPORTING/REVIEWING/ACCEPTING AUTHORITY

Non-Executive level

S. No	Description of category	Reporting level	Reviewing level	Accepting level
1	All non-supervisory staff i.e., below the grade of Rs. 35,000-1,10,000	Supervisor	Sr. Supervisor	AM/Manager
2	Supervisor staff i.e., grade of Rs. 37,000-1,15,000 & Rs. 40,000 – 1,25,000	Sr. Supervisor	AM/Mgr.	Dy. HoD
3	Supervisory staff i.e., grade Rs. 46,000 – 1,45,000 and above	AM/Mgr.	Dy. HoD	HoD

Executive level

S. No	Description of category	Reporting level	Reviewing level	Accepting level
1	AM & Manager	Dy. HoD	HoD	Director
2	Dy. HoDs	HoD	Director	MD
3	HoD	Administrative Director / counter signed by Cadre Controlling Director	MD	

If the employee concerned happens to be a relative, Reporting or Reviewing, as the case may be, to be done by the next higher authority.

e. **Self-appraisal or Self-Assessment:** APAR has to be performance oriented. All employees are required to submit brief resume, which summarizes their achievements during the year under review including special achievements (if any).

f. **APAR Forms & Ratings:** There are two formats - One for Executives and One for Non-Executives. The employees may be graded as Outstanding (OS), Very Good (VG), Good (G), Average (A), and Below Average (BA), as per their performance and the

rating will carry the numerical value of 10, 8, 6, 4, 2 in a scale of 10, respectively for the purpose of promotion for regular employees. The same formats are required to be filled for contractual employees (Executives and Non-Executives).

- g. Guidelines for filling the APAR:** The Appraisee, the Reporting Officer, the Reviewing Officer and the Accepting Authority, all have to keep it in mind that APAR is a very important tool not only for assessment of performance of the concerned employee but also for other important managerial functions like organizational discipline, staff motivation, training needs and succession planning etc. Therefore, it may be emphasized that all entries need to be filled up with utmost care, professionalism and objectivity. In this regard guidelines are issued along with schedule of filling the APAR. (Office Order No. PP/2993/2020 dated 01/06/2020 & Office Order NO. PP/3098/2021 dated 25/03/2021).
- h.** In case, an employee fails to initiate their APAR within the stipulated time frame, the Reporting Authority can initiate the employee's APAR without the Self-Appraisal and follow the regular course of action on APAR.
- i.** The Reporting and Reviewing Authority in APAR cannot be the same, However, the Reviewing and Accepting Authority can be the same (APARs of Personal Assistants / Secretarial staff are exempted from this rule). In case Reviewing and Accepting Authority is same, the form will be directly sent for acceptance to the Accepting Authority (thereby skipping the Reviewing process), however, the Accepting Authority will have to fill in the attribute rating of the employee.
- j.** For all HODs who fall under the scope of dual reporting (administrative reporting & functional reporting), it is mandatory that their APAR is countersigned by the administrative as well as functional Director.
- k.** The employees on deputation to DMRC, from different Organizations, should fill APAR format of their parent department in hard copy. They must enclose the copy of online APR filled in DMRC along with hard copy of APAR.
- l. Time schedule for finalization of APAR:** The model time schedule of APAR process shall be defined as per notification issued every year: -

S. No	Scheduled Action (changed in sync with online APAR process)	Target date in the year
1.	Uploading APAR formats & Guidelines on intranet	
2.	Submission of self-appraisal by the employee to Reporting Officer	
3.	Submission of duly filled APAR by Reporting Officer to Reviewing Officer	

4.	Completion of APAR process by Reviewing Officer	
5.	Appraisal finalization by Accepting Authority	
6.	Submission of APAR, completed in all respect, to HR Department	
7.	Uploading of APAR on Intranet	
8.	Review of APAR request by employee	15 days from uploading on intranet
9.	Forwarding of representation to the Competent Authority	15 days of receipt of APAR representation
10.	Disposal of Representation by the Competent Authority	7 days of receipt of decision of Competent Authority
11.	Communication of decision of the Competent Authority	7 days of receipt of Decision of Competent Authority
12.	End of APAR cycle	

- m. Disclosure of APAR ratings:** The APAR rating shall be disclosed to the concerned employee, soon after completion of the above process.
- n. Appeal:** Any representation regarding the APAR for Executives may be sent to respective HR Head. The representation may be sent within 15 days of receiving the scanned copy of APAR through email. The representation will be forwarded to the Competent Authority and disposal of representation by Competent Authority will be done within 30 days and the concerned officer / staff will be informed.

6. ASSESTS AND LIABILITIES:

Annual Property Return: (to be filled for the calendar year, as on 31st December)

All Executives [Including Direct recruits/Deputationists/Contractual/Post Retirement Contractual Engagement] are required to furnish details of their Immoveable Property in the ESS portal in the Annual Property Return tab, as on 31st December, every year. No APAR (wherever applicable) will be initiated, unless it is accompanied with Annual Property Return. The Annual Property Return of the Executives shall be uploaded on DMRC website (www.delhimetrorail.com) on internet, in public domain, as a part of Suo-moto disclosure by employees and the organization, along with list of defaulters who fail to furnish their Annual Property Return.

7. HOURS OF WORK

(i) **Metro Bhawan**: - The working hours for Metro Bhawan are as under: -

For Project Executives / Staff

- Working days - Monday to Friday
- Working hours - 09.00 hrs. to 17.30 hrs.
- Lunch hours. - 13.00 hrs. to 13.30 hrs. or staggered.

For O&M Executives / Staff

As per Office Orders issued from time to time.

(ii) **Project Wing- Outstation / site Offices**: - All site offices will function on 6 days of a week (8 hours a day) from 09.30 hrs. to 17.30 hrs. with half an hour rest every day except on Saturdays, when they will work from 09.30 hrs. to 13.30 hrs. (Ref: O.O. No. PP/1525/2012 dated 14/11/2012)

(iii) **O&M**: -

The duty hours in O&M are as under:

(a). DO Office Building / Shastri Park: -

S. N.	Place	Timing between Monday to Friday	Lunch-Break	Timing on Saturday	Weekly off
1.	All Officers and ministerial / administrative staff	0930 - 1730 hrs.	1330-1400 hrs.	0930-1330 hrs.	Sunday

(b) All work centers of O&M Wing like Depots, Stations, Crew Controls, OCC etc. will function on 6 days of a week (8 hours a day) and shifts / duty for the round the clock functioning will be as under: -

S. N.	Shift/ Duty	Timing (Round the clock)	Lunch/ Meal break	Weekly Rest
1.	Morning	0600-1400 hrs.	NIL	As per roster
2.	Afternoon	1400-2200 hrs.	NIL	As per roster
3.	Night	2200-0600 hrs.	NIL	As per roster
4.	General	0930-1730 hrs.	1330-1400 hrs	Sunday

(Ref: O.O. No. O&M/R&T-213 of 2007 dated 18.10.2007)

If warranted due to exigencies of work, there may be a suitable variation in the time of commencement and closure and the lunch break of the daily working hours in the offices of DMRC.

(iv) **Delhi Metro Rail Academy (DMRA):** - The working hours of DMRA, Shastri Park are 09:00 to 17:30 hrs. In addition to five days working, from Monday to Friday, the institute will function for full day on 1st and 3rd Saturday of every month.

(Ref: O.O. No. O&M/HR-751 of 2011 dated 22.12.2011 and O.O. No. HR/O&M/241/2021 dated 09.8.2021).

(v) Every employee of the Corporation is expected to maintain strict punctuality of attendance and devote themselves sincerely to the tasks assigned to them. For every 3rd late arrival in office / work place during the month, half a day's CL shall be deducted from employee's leave account for every late arrival. In case of non-availability of CL, one EL shall be deducted.

(vi) Attendance registers or other methods like Access Card / Biometric attendance system for recording attendance are required to be maintained in all offices / work places.

(vii) If the exigencies of Corporation's day-to-day business require that any or a group of employees work outside the prescribed hours of work, they are expected to be available for such work. Compensation, if any, 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.

(viii) Flexibility in working hours may be applied at the work places, where work intensity is very low, depending upon footfalls at stations / ridership etc., the working hours in such cases may be stretched up-to 12 hours with break.

8. **HOLIDAYS**

8.1 Apart from the weekly holidays, the employees are entitled to other annual holidays that will be notified at the beginning of every year either as National / Gazetted Holidays or as Restricted Holidays to be availed of by individual employees according to the limits that may be prescribed. The Corporation will also observe the holidays that may be notified by the Govt. on the death of dignitaries and any other special occasions.

8.2 The Holidays entitlement of Project / O&M employees posted at Metro Bhawan / sites / stations / offices is as under-

S. No	Holiday / leave	Metro Bhawan Staff	Field Staff
1.	National/ Gazetted Holidays	17	15*
2.	Restricted Holiday	02	02
3.	Casual Leave	08	12

* Two Gazetted Holidays will be converted in to Restricted Holidays (RH) for the field staff. In this regard Office Order shall be issued before commencement of the calendar year.

The regulations that may be issued to govern working outside the normal working hours will apply to attendance on weekly and annual holidays also.

- 8.3 The field staff performing roster duties, who are booked to perform duty on holidays shall be entitled for National Holiday / Gazetted Holiday Allowance as per prescribed rates and no compensatory leave shall be given for working on holidays. However, for performing duty on weekly rest, employee shall be entitled for compensatory rest.
- 8.4 Compensatory Rest: - In exigencies of services, the employee (only on roster duty) who performs duty on his / her weekly rest is entitled for Compensatory Rest. The guidelines for Compensatory Rest are as under: -
- i. Normally, the employee should not be called to perform duty on his / her weekly rest, except in case of exigencies of services / less availability of manpower.
 - ii. Compensatory Rest shall be given for full day working / shift duty (8 hours) on the weekly off. Compensatory Rest shall be given only after verification of the same in the Access / Exit record / attendance record of the employee. In case of working for less than 8 hours / complete shift duty, only fixed amount for conveyance and refreshment will be admissible, as in vogue from time to time.

In view of essential services, some officials will have to be called on duty even on their Gazetted / National holidays.

- iii. In case of five days working one Compensatory Rest will be given, if, the employee works on weekly holiday(s), subject to compliance of conditions mentioned in Para-ii, above.
- iv. Compensatory Rest is admissible to Non-Executives only.
- v. A maximum of three days of Compensatory Rest should be availed in a single stretch at a time.
- vi. Compensatory Rest should be availed within a period of 30 days, in lieu of which it is claimed.
- vii. Where honorarium is paid for working on weekly rest day, like exam duty etc., no Compensatory Rest / conveyance charges will be admissible for O&M employees.

9. TRANSFER

- 9.1 Employees of DMRC are liable to be transferred at the discretion of Management, in the interest of Corporation 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 consequent to imposition of a penalty under the DMRC

Conduct, Discipline and Appeal Rules, in which case pay, grade or seniority might be affected consistent with the penalty imposed or if the transfer is at 'own request' of the employee.

9.2 To meet the expenditure on account of transfer, a Composite Transfer Grant is payable to the transferred employee, besides reimbursement of the expenditure incurred on journey from old station to new place of posting for self and family, by entitled class and expenditure incurred on movement of household articles from old to the new station of posting as per the extant rules on the subject.

9.3 If an employee is transferred / repatriated at his / her own request, he / she shall not be eligible for any of the above facilities.

9.4 TRANSFER POLICY OF NON-EXECUTIVES

9.4.1 Definition:

Transfer is an incidence of service. Employees of DMRC are liable to be transferred, in the interest of the Organization, from one job/division/station to another.

The transfer will not affect the pay, grade and seniority of the employee, except when:

- (i) Such transfer takes place consequent to imposition of penalty under DMRC Conduct, Discipline and Appeal Rules.
- (ii) On personal request, for which employees must fill up the preference of posting, in order of priority.

If transfer is on administrative grounds, no reasons need to be assigned.

9.4.2 Objective:

- (i) The objective of the policy is to maintain a harmonious balance between administrative convenience/interest(s) and individual aspiration(s) welfare, as also to avoid developing vested interest(s), allow exposure to different aspects of DMRC's working, which would also, help in the overall growth of the employee.
- (ii) As far as possible, it may be ensured that an employee is posted near his / her residence, subject to vacancy and system training etc.

9.4.3 Types of Transfer:

(i) Transfer on Administrative Grounds:

- a. Simple Transfer
- b. Transfer on promotion
- c. Temporary Transfer

Whenever transfer is in administrative interest, it will not affect the pay, grade and seniority of the employee. Transfer on promotion will only be affected from the date of assumption of the new charge (promoted post).

If any transfer is done /denied on administrative grounds/reasons, it will only be reviewed when the administrative reason ceases to exist. However, if required, a review could be undertaken after one year, of such transfer.

(ii) Transfer on the request of the employee:

a. Mutual Transfer

b. Transfer on request from one place to another –

b.1 Transfer on mutual basis/self-request, shall not be a matter of right and shall be subject to administrative convenience. However, in case of denial of such requests, the approval of the next higher authority above the Competent Authority, shall be obtained.

b.2 Whenever transfer is on account of self-request/mutual request, involving change of category/cadre, etc., the pay, grade or seniority might be affected, on case-to-case basis.

9.4.4 Periodicity of Transfer:

(i) Transfer on administrative grounds may be made, irrespective of any period.

(ii) Certain posts have been identified as sensitive posts and employees working against such posts shall be transferred after three (3) years, if not earlier.

(iii) Field Staff of both Project and O&M may be transferred on interchange basis in the interest of the organization, as and when, required.

(iv) Request for mutual transfer may be given priority on case-to-case basis, subject to system training.

(v) In normal course an employee may be transferred only after 3 years, from one place of posting to another.

9.4.5 Schedule of Power for Transfer

(i) Transfer will be made based on the requirement and report submitted by the Controlling Officer, as per the table shown below, at the level of Assistant Manager and above.

No.	Transfer involving	Authority
1	Only change of station within the jurisdiction of the Assistant Manager	Dy. HOD
2	Change of controlling officer at AM/Manager level	HOD
3	Change of controlling officer at Dy. HOD level	
4	Change of controlling officer at HOD level	Director
5	Change of wing, i.e., O&M to Project and vice-versa	Both the concerned-Directors
6	Outside Delhi/NCR	Concerned Director

For any transfer from Project wing to O&M and vice versa, approval of the Cadre Controlling Director and DO, shall have to be obtained.

Routine/periodical/administrative ground transfers in O&M wing will be done as per the following norms:

- I. As per the requirements of training of the system (for SC/TO cadre).
 - II. According to the request received from employees.
- (ii) Once a choice posting has been agreed to, any transfer on administrative ground/s, if made, within three years from the date of the choice posting, the approval for such posting shall be obtained from HoD level only.

9.4.6 Online Maintenance of Request/s:

Request for transfers received from employees, will be updated on intranet, on quarterly basis, which shall be maintained in ESS.

9.4.7 Joining Time, etc.

- (i) One day's joining time shall be allowed to join a new post within Delhi/NCR.
- (ii) CTG and Transfer Allowance, as applicable from time to time, shall be payable.
- (iii) Extant instructions guiding joining time, CTG, etc., shall continue to hold good in respect of transfers outside Delhi/NCR.

(Ref: Office Order No. PP/2937/2019 dated 23/12/2019)

10. JOINING TIME FACILITY

- i. Employees transferred from one headquarter station to another headquarter station, involving change of residence are entitled to joining time as below:

S. No.	Distance between Old HQ and New HQ	No. of days of joining time
1.	1000 km or less	10 days
2.	More than 1000 km and Up to 2000 km.	12 days
3.	More than 2000 km	15 days

(Except in the case of travel by air, for which the maximum period is 12 days i.e., less three days in each group).

- ii. Joining time shall commence from the date of relinquishing charge of the old post, if the charge is made over in the FN and if the charge is made over in the AN, then joining time shall commence from the following date.
- iii. When holidays follow joining time, the normal joining time is deemed to have been extended to cover such holidays.
- iv. Competent Authority for grant of extension of joining time beyond the aforementioned normal limits shall be Managing Director or a Functional Director. Such extension can however be granted for a maximum of 30 days. The guiding principle for sanction of additional joining time would be a total 8 days for preparation plus reasonable transit time including time unavoidably spent due to disruption of traffic caused by strikes, natural calamities etc.
- v. 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.
- vi. 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.
- vii. When the employee joins the new post without availing of full joining time, as admissible, the un-availed portion of joining time shall be credited to his / her earned leave account (non-encashable) subject to the restrictions on accumulation of earned leave.
- viii. Joining time can be combined with any kind of leave except casual leave.
- ix. An employee on joining time is treated as on duty and is paid pay (Basic + DA) as applicable at the old station from which he / she is transferred.
- x. Joining time should be availed in a single stretch, within six months from the relieving date, on transfer. It cannot be availed in parts.

11. TRAINING

Employees are given specialized training in their respective field of work. On direct recruitment the prescribed period of training, including on the job training / attachment, is as under: -

S. No.	Module Name	Department	Total Training Days
1	Assistant Manager	All	120
2	Train Operator	Operations	130
3	Station Controller		95
4	Customer Relation Assistant		75
5	JE (Induction)	Electrical	144
		Signaling	109
		Tele / AFC	123
		Civil	99
		Rolling Stock	108
6	Maintainer (Induction)	Electrical	96
		Signaling	85
		Tele / AFC	115
		Civil	99
		Rolling Stock	97

Evaluation of competency is an integral part of training program, which is looked after by the Delhi Metro Rail Academy.

In addition to the above, employees undergo specialized training at Premier Railway Institutes and off-shore training. In case of resignation before minimum prescribed period of service after completion of the specialized training course, the employee is liable to refund the expenditure incurred on his / her training, as stipulated in the Bond / Agreement.

(Ref: O.O. No. O&M/R&T-214 of 2008 dated 21.07.2008)

While proceeding for training (Inland / off-shore), execution of Bond / Agreement and maintenance of record thereof, the following procedure will be adopted at the time of nomination: -

- (a) After approval of Managing Director for off-shore training, in case of DMRC Officers / staff, a copy of the same shall be endorsed to HR Wing by the concerned HOD.
- (b) A Bond / Agreement on the prescribed format (**Annexure-II**) will be furnished by the DMRC Officer / Staff nominated for training.
- (c) The Bond to serve the Organization after completion of training shall be as under: -

S.No.	Period of Training	Bond for service after completion of training	
		Inland	Abroad
1.	Up-to 2 weeks	6 months	1 Year
2.	Up-to 4 weeks	1 year	2 Year
3.	Up-to 6 weeks or more	2 year	3 year

- (d) The nominating officer will include the specifics of aforementioned Bond in the training nomination proposal.
- (e) The amount of Bond will entail the cost of journey expenses, TA/DA and Training Cost charged to DMRC per head, which will be furnished by the concerned HoD, duly vetted by associated Finance. Applicable service tax will be added to the above.
- (f) The Bond shall be obtained on Non-judicial stamp paper of Rs.100/- value, as is being done for Bond at the time of appointment.
- (g) After receipt of Bond furnished by concerned employee and completion of all the formalities, a formal Office Order will be issued by the respective HR Wing.
- (h) Bond will be signed before release of currency / advance / on proceeding for training.

Similar Bond / Agreement will be obtained from the officers / staff proceeding on training to premier Railway / other institutes, where cost of training exceeds Rs.1,00,000/- per head.

11 (i) POLICY OF ONLINE COURSES

Learning and Development plays an important part in the effectiveness of organizations and to the experiences of people in work. DMRC is cognizant of the learning and developmental needs of its employees and the pursuit of enhanced professional knowledge, skills and capabilities of DMRC employees across various jobs/profiles departments.

The rules framed hereunder shall apply only to the Online courses. For other trainings, the extant instructions shall continue.

- (A): Objective:** Massive Online Open Courses (MOOCs), are available on web portals and are widely gaining popularity amongst professionals/organizations today. Such Online Courses are a value for time and money and have also become the need of the hour. A few such Online Courses have been identified for the employees, for enhancing their professional knowledge, further.

(B): The courses have been divided into two categories:

Category A-1: Generic Courses

Courses which are considered appropriate for all departments, i.e., these courses can be done by any employees, irrespective of their being in any job profile. The list of such Online Courses is available at **Annexure III-1**.

Category A-2: Specialized Courses

Courses which are department specific and can be done by employee of the respective discipline only. The list of such courses is detailed at **Annexure III-2**.

(C): Course Specifications

The courses under **Category A-1 and Category A-2**, vary in terms of duration, fees, certification, affiliation, etc. The courses shortlisted are of –

- i) Duration: Minimum – 3 weeks
Maximum – 12 weeks
- ii) Course fee: Max (INR) – Rs.12000/- (170 USD)
- iii) Affiliation & Certification: Reputed Universities/Institute (National/International).

(D): Eligibility for the Online Courses:

Category A-1: Generic Courses

Courses which are considered appropriate for all departments, i.e., these courses can be done by any regular employee / contract employees who have put in 02 years' services, irrespective of their being in any job profile.

Category A-2: Specialized Courses

Courses which are department specific and can be done an employee of the respective discipline only. The employees of RS and Electrical wings can pursue the department specific courses of both the wings.

- (i) Any regular employee and [contract employee, who has put in (02) two years of service] in the Corporation, can take up the above trainings (Generic Courses) under **Category A-1**.
- (ii) Courses under **Category A-2** (Specialized Courses) can only be taken up by any regular employee and contract employee who has put in (02) two years of service; of that respective discipline only.

- (iii) An employee can pursue any number of courses; however, fee reimbursement shall be restricted to Rs. 12000/- per block of 3 years (from completion of one course).
- (iv) An employee shall undertake these Online Courses only with the prior approval of the **Competent Authority**.
- (v) The employee shall register for the Online Courses after obtaining prior approval and shall claim reimbursement, on qualifying the course and submission of copy of Certificate awarded.
- (vi) Provision for accessories, such as computer & peripherals, laptops, internet connections etc., would not be provided by DMRC and employee undergoing the courses, shall have to arrange the same.
- (vii) The Online Courses should not be pursued during office/duty hours.
- (viii) Any kind of special consideration/leave/transfer/shifting of duty etc., to pursue the Online Course, shall not be entertained.
- (ix) No further incentive/s, shall be permissible on successful completion of the Online course/s.
- (x) The courses as contained in the approved list of courses shall only be pursued for reimbursement of course fee and addition of qualification in service records. Request(s) for consideration of any other course will not be considered for the above purposes.
- (xi) Employees are advised to avail discount (if offered), by the University / College.

(E): Procedure for seeking permission for Online Course:

- (i) Employee would send his / her request in the prescribed format (**Form I**).
- (ii) The format should be forwarded by:

Category (for)	Forwarding level
Non-Supervisors / Supervisors	AM/Manager
AM/Manager	Dy HoD
Dy HoD	HoD
HoDs	Director

- (iii) The application for Online Courses may be submitted to the HR Department, duly approved by the Competent Authority.
- (iv) Competent Authority for Grant of Approval:
 - Upto Manager level - Concerned HoD
 - Dy HoD/HoD - Director level
- (v) The record of online courses, updation of course list etc., shall be the responsibility of the Delhi Metro Rail Academy and the list will be updated and published by the DMRA on the Intranet website from time to time, after the due approval of the Competent Authority.

The reimbursement of course fee and addition of qualification will be restricted to the course list (as in vogue) and fee would be restricted to the course fee, as reflected in the list of courses, however, total fee reimbursement shall be restricted to Rs. 12000/- per block of 3 years (from completion of one course).

(Ref: O.O. No. PP/3058/2020 dated 17.12.20)

12. FORWARDING OF APPLICATIONS FOR EXTERNAL EMPLOYMENT

DMRC, as an organization has a credible image and is known worldwide for its values and ethics. DMRC not only provides State of the Art facilities such as simulator, training modules etc.; valuable time & manpower resources are also expended thus entailing sizeable spend of monetary funds for the Corporation. In addition, DMRC being a responsive and responsible organization also cares about environment, sustainability, waste management, energy conservation, use of solar energy, water management and hence devotes a lot of other effort and resources also. The following guidelines are applicable for consideration of employee's request(s) for forwarding their applications (in the prescribed format) for outside jobs: -

- 12.1 At the time of joining DMRC, if the employee has applied for outside employment elsewhere, prior to the date of issue of offer of appointment letter from DMRC, he / she will have to necessarily inform about the same and shall not appear for interview or accept any employment, if offered, without prior permission of DMRC.
- 12.2 Applications for civil services or equivalent posts advertised by UPSC, can be sent directly by the employee, under prior intimation to HR department, through concerned HoD. Such applications shall not be counted towards the limit of two applications for outside employment, per calendar year.
- 12.3 The applications for outside job will be forwarded after ascertaining the available / requisite manpower, required for smooth functioning of the department / organization. In view of organizational targets and constraints existing in terms of manpower resources or any likely adverse effects on the running of train operation services, forwarding of application may be restricted for certain periods of time and notifications may be issued in this regard thereof.
- 12.4 For new recruits (who join DMRC, on direct recruitment basis), it will be a condition on their appointment that no application of theirs would be forwarded for outside employment until they complete their probation period and one-year regular service in the Corporation thereafter. On completion of the said period, only two applications per calendar year will be forwarded for outside employment in Govt. department / office.
- 12.5 For absorbed employees (employees who join DMRC, initially on deputation and are

absorbed later), no application will be forwarded for outside employment until they complete two years of service after absorption (OO No. PP/2471/2017 dated 11/09/2017). Thereafter two applications per calendar year will be forwarded for outside employment in Govt. department / office.

- 12.6 In case of deputationists, only one application per calendar year will be forwarded to their parent unit.
- 12.7 Requests for forwarding of applications for outside employment should be forwarded in the prescribed format, through proper channel; for approval of Competent Authority, only after satisfaction and endorsement of the fact that their release on selection will not adversely affect the ongoing jobs. As such the concerned Controlling Officer of at least Dy. HoD level, while forwarding the applications should keep in mind that the applicant has successfully completed the probation and has put in at least one-year regular service.

The Competent Authority for grant of approval NOC is as under -

Sr. No	Category	Approving Authority
1	Non-Executives	HR Head
2	Executives up to Dy. HoD	Respective Director
3	HoD & above	MD

- 12.8 Before forwarding the application for outside employment, D&AR and Vigilance clearance should be obtained.
- 12.9 For Board level posts, advertised by PESB, there is no restriction on the number of applications that may be forwarded.
- 12.10 Applications for jobs in private organizations shall not be forwarded by the Corporation.
- 12.11 “No Objection Certificate” will not be granted at the time of interview unless application is forwarded officially, through proper channel. For all cases, where employees of the Corporation are applying for Govt. / PSU jobs, prior permission for issuance of NOC / forwarding of application, before last date of receipt of the application, as per the Advt., is mandatory. Failing to meet the aforesaid requirements, such applications shall be summarily rejected for grant of NOC at a later date. Whilst in an outside employment advertisement, there may be waiver of any NOC requirement to be sought from the current employer, DMRC employees interested in applying for such posts are mandatorily required to apply for prior permission from the Corporation.
- 12.12 In case of contractual employees, forwarding of application for outside employment is not required. In such cases, intimation of outside employment application is mandatory. Contractual Employees who had applied for outside employment during their contractual tenure, will be issued NOC to appear for interview, if required, as per the outside employment Advt. Upon their regularization, any prior application for outside

employment currently in force, will be counted within the extant maximum application limit of 2, per calendar year. Vigilance clearance / D&AR status will be taken into consideration while issuance of such NOC for interview.

- 12.13 Forwarding of applications for deputation to other organizations cannot be claimed as a matter of right. Such matters shall accordingly be dealt with keeping in view the interests of DMRC, based on the merit of the case/s. The employee of DMRC, including those selected for Board Level posts who join any other organization on deputation basis, shall be governed by the following terms and conditions. While forwarding the applications on deputation basis, the terms and conditions as laid down may be communicated to the Borrowing Organizations. The terms are as under: (Ref: O.O. No. PP/3083/2021 dated 12/02/2021)

TERMS AND CONDITIONS OF DEPUTATION TO OTHER ORGANISATIONS FROM DMRC

Deputation of DMRC employees to other organization shall be permitted only against an advertised post. Applications should be routed through the proper channel and no post-facto approval shall be granted. The employees of DMRC, including those selected for Board level posts who join any other organization on deputation basis, shall be governed by the following terms and conditions, with immediate effect:

1. Period of Deputation:

The deputation will be initially for a period upto five years, with effect from the date the incumbent is relieved from DMRC. The period of deputation may be extended, subject to the mutual consent of the DMRC and the borrowing department, for a further term, not exceeding one year, at a time. The total tenure shall not exceed 7 (seven) years, in any case.

2. Pay:

During the period of deputation, the deputationist will continue to be governed by the pay scale, which would have been applicable to him/her, had he/she continued in DMRC. The next date of increment shall also remain unchanged. Drawal of a Pay Scale higher than that drawn in DMRC, shall not be permissible, under any circumstances.

3. Dearness Allowance:

During the period of deputation, the deputationist will continue to draw DA at the rates which would have been applicable to him/her, had he/she continued in DMRC.

4. Deputation/ Special Allowance:

The deputationist during the period of deputation will be paid deputation allowance by the borrowing organization.

5. Other Allowances/Reimbursements/Facilities:

During the period of deputation, the deputationist will continue to be paid 31.5% perks under the Cafeteria approach by the borrowing organization as applicable in DMRC, subject to deductions, if any.

6. Medical reimbursement:

While on deputation, the employee will not be entitled to avail DMRC medical facilities both outdoor and indoor including the medical facilities for dependent parents as applicable in DMRC.

7. Leave Travel Concessions:

The deputationist during the tenure of deputation shall be entitled to avail the LTC facility of DMRC including that for dependent parents and the cost thereof shall be borne by the borrowing organization. The rules, thereof, shall be as per the extant regulations of DMRC.

8. HRA/Lease:

During the period of deputation, the deputationist will draw HRA/Lease as per the classification of the cities/towns and the corresponding rates declared by the Central Government and shall be subject, to the terms and conditions guiding the same. In case of lease, the rates will be as per the entitlement applicable in the borrowing organization.

9. Travelling and Daily Allowance:

On deputation to the borrowing organization and on reversion therefrom, Travelling and Daily Allowance shall be paid for the deputationist and his/her **family** under the rules and at the cost of the borrowing organisation. Travelling Allowance/Daily Allowance for tours on duty during the period of deputation shall be governed by the rules of the borrowing organisation.

10. Joining Time Pay:

The period of joining time shall be governed by the rules of the borrowing organisation and joining time pay will be paid by the borrowing organisation.

11. Contribution on account of EPF/Gratuity and other deductions:

The following deductions/remittances shall be made by the borrowing organization to DMRC on a monthly basis in the enclosed format (Annexure-1)-

- i.** During the period of deputation, the deputationist will continue to be a member of the Provident Fund as he/she was before deputation. The deputationist will not subscribe to any CPF, nor, accept any pension, or, gratuity, from the borrowing organisation.
- ii.** The borrowing organization shall recover the contributions on account of EPF, Superannuation pension/NPS (if any), GSLI, Staff Welfare Fund and other deductions/recoveries/advances, mentioned in the Last Pay Certificate, from the salary of the deputationist and send it to DMRC through NEFT/RTGS, latest by the **7th of every following month to which the recovery relates**, together with the employer's matching contribution towards EPF/Superannuation pension/NPS/GSLI/Advances (if any).

iii. PF Contribution: @ 12% of the Basic Pay + DA, in addition to the employees contribution towards Provident Fund. EDLI monthly contribution/EDLI premium as applicable has to be remitted by the Borrowing Organization.

iv. Superannuation/NPS benefits (if any): @ 2 ½ % of the Basic Pay, in addition to 7 ½ % of Basic pay recovered from the salary of the employee.

v. GSLI: To pay to DMRC Employee and Employer portion as per the prescribed table towards GSLI, as per the category of the employee (if any).

vi. Staff Welfare Contribution- Monthly contribution of employee as per the table enclosed and a matching contribution by employer has to be remitted by the borrowing organization.

vii. Administrative Handling Charges: Administrative handling charges including PF administrative charges at the rate of 0.5% of PF wages (Basic and DA) and EDLI Inspection Charges at the rate of 0.005% of EDLI wages (Basic and DA) as applicable or as amended under the EPF rules on the above statutory deductions and remittance thereof and other administrative charges, if any, will be borne by the borrowing organization.

viii. In addition, the following contribution shall be payable to DMRC, at the end of every year of the completion of service of the employee:

(a) Leave Salary:

The leave salary contribution based on the Basic Pay + DA @ 2 ½ days for every completed service of one month, or, part thereof, duly adjusting any leave availed or encashed. The half pay leave contribution @ 20/365 of the days of service rendered during the year, has to be contributed to DMRC, after adjusting the availed half pay leave, along with the above.

(b) Gratuity Contribution:

The gratuity contribution @ 15/26 of pay and allowance (Basic Pay + DA) for every completed one year service, or, part thereof.

(c) Contribution towards Post-Retirement Medical Benefits:

It will be the responsibility of the Borrowing organization to remit the payment on account of contribution towards post-retirement medical benefits of the deputationist to DMRC. In case the borrowing organization is not willing to bear the above contribution, it should be invariably deducted from the salary of the deputationist by the borrowing organization and remitted to the DMRC. The amount will be calculated on proportionate basis from the date of deputation to 31st March and then on annual basis based on the data provided by the actuarial, which will be intimated by the DMRC, to effect recovery.

(d) Insurance:

DMRC employees are governed by an insurance of Rs. 50 lakhs (Rs.25 lakhs each under the Life Insurance and the Group Accidental Insurance Scheme). They will continue to be governed by the same. The insurance premium contribution shall be remitted by the borrowing organization in respect of the DMRC employee on deputation.

(e) Group House Building Advance Insurance:

This will be applicable to employees who have availed House Building Advance from DMRC. Both employee's contribution and employer's equal contribution on actual basis is to be remitted yearly by the borrowing organization.

Annual contributions as mentioned above may be paid annually within fifteen days from the end of each financial year or at the end of the foreign service, if deputation on foreign service expires before the end of a financial year, failing which, interest @ of two paise per day per Rs.100 from the date of expiry of the aforesaid period upto the date on which the contribution is finally paid will be charged.

12. Leave and Leave Salary:

DMRC employee on deputation will be governed by the Leave Rules of DMRC. DMRC employees are eligible for 30 days Earned Leave (15 days encashable and 15 days non-encashable), in addition to 20 days' Medical Leave. The leave availed by the deputationist should be informed to DMRC from time to time for updation of the leave records, of the employee. DMRC employees are eligible for leave encashment once a year, only of the encashable portion of the Earned Leave. The leave details should be sent to the DMRC along with the relieving order at the end of the deputation tenure in the following format-

Type of Leave	No. of days availed	Date from	Date to
Earned Leave			
Half Pay Leave			
Half Pay Leave Commuted			
Child Care Leave			
Extra Ordinary Leave			
Leave Not Due			
Encashment of Leave			

13. Leave Encashment:

During the deputation period the borrowing organisation may grant leave encashment to the deputationist, as per their eligibility in DMRC.

14. Advances:

Any recovery towards advances taken by the deputationist from DMRC, as reflected in the LPC of the employee, shall be recovered by the borrowing organization and sent to DMRC, every month by the 7th of the following month, giving full details of deduction made separately, for each item.

15. Termination of the deputation period:

The service of the deputationist may be recalled any time during the sanctioned tenure, without assigning any reason.

16. Responsibility of the Deputationist for ensuring all payments:

While the borrowing organization shall ensure the payments and effect the recoveries, as specified herein above, should any payment due to DMRC not being remitted, or, remitted late, the responsibility of making such payments/payment of the interest amount on the late payments, shall lie with the deputationist.

17. Annual Property Return:

DMRC Executives have to submit the Annual Property Return latest by the 31st January of each year, for the preceding year, in the DMRC format. The same may be duly sent to DMRC.

18. Application for Outside Employment:

Any application for outside employment of the employee while on deputation, should be routed through DMRC.

19. Conduct, Discipline and Appeal Rules:

The deputationist will continue to be governed by the extant instructions as contained in the DMRC Conduct, Discipline and Appeal Rules.

20. Other Matters:

In all matters not specified herein above, the deputationist shall be governed by the rules of DMRC.

NOTE – NOC form to apply for outside employment - **Form II**

13. PRIOR PERMISSION TO PURSUE HIGHER STUDIES

In order to augment the professional knowledge, skillset and acquire higher qualifications, such that they aid in the better discharge of their respective line of work responsibilities, permission may be granted for pursuing higher education against the requests of the employees. Keeping in view the handsome costs incurred in the delivery of the world class training programs to the onboarded employees in the Corporation, attrition is a bane which ought to be adroitly dealt in a front facing manner. In light of the young age profile of employees, there is generally a considerable number of applicants wishing to pursue higher education in different streams. Guiding principles for the grant of NOC for pursuing higher education shall be subject to the below guidelines:

- 13.1 In cases where an employee gains admission in select Govt. institutions of repute such as IIM, IIT, he / she may be permitted to pursue regular course of study, relating to the same field of work, subject to availability of manpower and approval of Study Leave. A maximum quota of 0.5% of the manpower strength at a time may be determined for this purpose. Such employee should have completed 3 years' service and before proceeding for the course of study, he / she will furnish a Bond of Rs.5 lacs plus GST, and any other prevailing tax, to

serve the organization for a minimum period of 5 years after completing the course.

- 13.2 For pursuing **regular/ full-time education program**, the request will be considered subject to the applicant having completed one full year of regular service, post probation, in DMRC. For pursuing such course, the request would be considered along with the request for Study Leave.

However, for pursuing higher studies through **distance mode / correspondence / part time**, the requests of employees who have completed probation period may be considered.

- 13.3 The Approving Authority for NOC for Higher qualification through “Part Time Course / Correspondence course / Distance learning mode course” for below HoD level employees shall be the concerned HR HoD. Whereas, the Approving Authority in respect of the HoD level Officers; shall be the concerned Director. The Controlling officer while recommending such cases shall check that the staff is not performing shift duties, which may likely affect the delivery of their duties.
- 13.4 It should be ensured by the applicant employee that the course of study shall not interfere with his / her official duties, including official tours, shift duties and working beyond duty hours in exigencies etc.
- 13.5 Once permission for higher study is given, employee will be granted leave for appearing in examination. However, leave for preparation will be granted only if circumstances permit.
- 13.6 The employees, who were already pursuing any educational course prior to the time of appointment in DMRC, will also require to obtain permission to continue pursuing the same. However, permission shall not be granted to such candidates who are pursuing regular full-time educational courses and the remaining duration of such courses are required to be completed through full time mode only. Further such employees who are already pursuing a course at the time of joining DMRC will not be eligible for any extant cash incentive schemes upon completion. Employees who are granted permission to continue the course that they were already pursuing prior to joining the Corporation, their incremental qualification shall be added in their service records, with the approval of Competent Authority, subject to meeting other mandatory conditions per extant service rules.
- 13.7 Any qualification acquired without prior permission during employment shall not be considered for inclusion in the service record of employee and will render the employee ineligible for cash incentive. Post facto permissions shall not be entertained.
- 13.8 The permission is liable to be withdrawn at any time in the interest of the administration without assigning any reason. Having found on duty reading books during duty hours, shall also lead to cancellation of permission and disciplinary action as per rules. In such

case, employee shall have no claim for any loss etc. sustained by him in the event of withdrawal of permission.

- 13.9 The employee shall ensure that the course of study is recognized by concerned Govt. body like AICTE, UGC, DEC etc. and shall be required to produce necessary documents in support of the accreditation of the course and Institute along with application for permission for pursuing higher studies. Merely permission for higher study may not be considered as recognition of the course.
- 13.10 Qualification/s acquired after obtaining due permission from Management shall be considered for inclusion in the service records / departmental promotions / monetary incentive etc. if attained with minimum 60% marks or an equitable grade thereof.
- 13.11 For employees on contract, permission for pursuing higher studies (part time/correspondence/distance learning mode only) shall be given, only on completion of their 3 years' service in DMRC. However, they will not be eligible for any incentive for acquiring higher qualification.
- 13.12 No employee will be given permission to pursue more than one course at any given point of time.
- 13.13 The incentive for higher studies shall be paid as prescribed above, on production of an 'Indemnity Bond' by employee concerned to serve the Organization for at least 02 years after availing the incentive facility. (Ref: O.O. No. PP/1340/2011 dated 08/12/11)

NOTE – NOC form to pursue higher studies – **Form III**

14. Engagement of TADK (Telephone Attendant Dak Khalasi)

All regular HoDs, including deputationists and officers above in rank, are eligible to appoint 02 TADKs, during their entire service span in DMRC, at their residence, on self-recommendation basis, subject to the fulfilment of certain eligibility conditions, which, henceforth, shall be, as stipulated below: -

A. Eligibility Criteria

- (i) The upper age limit for engagement of TADK shall be 28 years of age. The upper age limit shall be relaxable by 05 years in case of SC/ST candidates and by 03 years in case of OBC candidates.
- (ii) Candidate must possess a Matriculation Degree from a recognized Board.

B. Selection Procedure

The TADK shall be appointed on daily rated basis initially, for a period of 180 days, with the approval of the MD. After completion of 180 days continuous satisfactory service, a Working Report, in the enclosed format, may be submitted by the officer concerned. Based on the same, temporary status shall be granted, in the grade of Rs. 16000-50000/- IDA, on a year-to-year contract basis, subject to medical fitness from the DMRC nominated hospital.

C. Regularization of TADK's

- (i) The tenure for regularization of TADK shall be 06 years. No TADK would be regularized, prior to completion of the said period of service.
- (ii) If an HoD is relieved/repatriated/retired, before completion of 06 years residency period of his TADK, the services of the TADK shall be transferred to a new HoD, who requires fresh TADK in DMRC. Till such period, the TADK is transferred to the new HoD, the TADK can be permitted to complete his/her existing contract term (yearly), and attempts shall be made to adjust him/her, with some HoD. If no such adjustment is possible, then his/her case shall be processed for extension of contract and his/her services can be utilized in Depots, etc., as a contract employee only. A TADK shall be regularized, only on completion of 6 years' service in DMRC, on contract basis.
- (iii) TADKs who have put in six years of continuous service, after grant of pay scale, shall be considered for screening and regularization, subject to their being found suitable, by a duly constituted Screening Committee and fitness in medical test, which shall be, as per the norms. The services of those TADKs, who are not found suitable in the screening, shall continue to be on contractual basis. The services of TADK's, who are not found fit in medical examination, shall however, be terminated forthwith. Post regularization, the TADK can still continue to work as TADK at the residence of the officer, till he/she, is relieved.
- (iv) In any circumstance, a TADK can normally be relieved by an HoD, only after completion of 06 years of service. The HoD, who relinquishes the services of such a TADK, shall be eligible for fresh engagement of a TADK, only if he/she is left with 06 years of service in DMRC. If not, he/she shall be eligible for TADK allowance only. However, for any unseen circumstances, item (ii) above shall hold good.
- (v) The case of regularization etc., can be taken up in cases of TADK's, who have completed six years of service.
- (vi) TADKs who have completed six years, and are absorbed, shall be asked to choose the trade, based on which their posting shall be decided. Initially, they shall be nominated

for on the job training for a period of six months, after completion of which, they shall continue in the

grade of Rs. 16000-50000/- (IDA), on regular basis. In case, a TADK is not relived from the residence of an officer, on the due date of promotion, he/she shall be granted financial upgradation (maximum of 3), on adhoc basis, subject to learning the Skills/Trade (on the job training), for a period of 6 months, post relieving. Once certified, of having learnt the skill (on the job training), his/her promotion, shall be regularized.

- D.** SAG Railway officers, who join DMRC on deputation, have the option of carrying their TADK on deputation to DMRC and carry them, on completion of their deputation tenure, back to the Railways, in case the Railways, were to agree for deputation, in case of TADK's.

(Ref: O.O. No. PP/2868/2019 Dated 16/08/2019)

15. RESIGNATION

- a. Management reserves the right to accept resignation in Organization's interest.
- b. An employee, whose conduct is under investigation or against whom inquiry / investigation is pending (whether under suspension or not), decision for acceptance will lie with the Competent Authority only, and acceptance will not be automatic.
- c. The resignation will not be accepted if it is in the public interest to pursue the disciplinary case. The Competent Authority may, however, accept the resignation: -
 - i. If the case does not involve moral turpitude and public claims, or
 - ii. If the available evidence does not have a base strong enough to lead eventually to dismissal or removal from service, or
 - iii. If further pursuit of the case may get so protracted as to render acceptance of resignation cheaper for the exchequer.
- d. To sustain the on-going Project and O&M functions, arranging manpower, to take over the task handled by the erstwhile employee, resignation from service can be accepted, subject to serving of the prescribed notice period, so that Organization is able to plan smooth succession, as alternative arrangements for filling-up the post may take time. Resignation may be accepted before completion of notice period based on the merit of the case and when alternative arrangements have been made.
- e. Resignation would be submitted through employee's controlling HoD to HR Department in the prescribed Proforma- 'A'. The employee would also submit a hard copy of the same to HR department in advance.

- f. Resignation should be clear and unconditional. The resignation will be placed before concerned HoD, Director or to MD for in-principal acceptance as per SOP.
- g. On acceptance of resignation the employee would be intimated about the same with his / her probable date of relieving as per Proforma- 'B'.
- h. While every effort will be made to accept the resignation of the employee within the stipulated period of receipt of notice, however resignation will not become effective until the Management accepts it.
- i. Subsequent upon tendering resignation, an employee would be allowed to take only CL/RH during the notice period of 90 days, the employee will have to make full payment towards short notice period and the leave availed shall be treated as LWP. Employee/s resigning from DMRC will be entitled for CL on pro rata basis as per his / her date of relieving.
- j. If an employee, after submitting the resignation and without formal relieving, leaves the Organization he / she will be liable for disciplinary action. Similarly, if he / she is absenting from duty without prior sanction of leave he / she will be treated on unauthorized absence. Sanction would be required for medical leave also and merely submission of medical certificate of nominated hospital will not suffice as leave is not a matter of right. For the employees who remain on unauthorized absence immediately after submitting the resignation, their resignation will be accepted by the Competent Authority during the leave period and conveyed to them at their permanent / present address. They will not be allowed to withdraw the resignation even if they return within the notice period for duty.
- k. An employee may resign from his / her employment in DMRC by giving notice of not less than 90 days. Requests for waiver of notice period shall normally not be entertained, however based on merit of case the same may be accepted at the sole discretion of concerned Director. If application is forwarded officially for outside employment in Govt. organizations, efforts will be made to accept the resignation within the stipulated period of receipt of notice. If employee requests early relieving (i.e. before 90 days), they can be allowed to do so with the approval of the Competent Authority i.e. concerned Director, and by making payment equivalent to last drawn (Basic Pay + DA) for the balance shortfall period. The concerned Controlling officer will make necessary arrangement for early relieving. Each Controlling officer of the employee will ensure for proper handing over by the employee before relieving. The original copy will be sent to HR department compulsorily.
- l. Since resignation from service is a major decision on the part of employee, proper application of mind should be made by the employee concerned before tendering resignation. Other than the 90 days' notice period, no further extension of time for

relieving shall be permitted. The employee can decide to withdraw the request of resignation for genuine reasons during the notice period. DMRC reserves the right to accept the withdrawal or otherwise if Management approval for acceptance of resignation has been communicated to the employee. However, re-tendering of resignation within a short spell of time (i.e., less than one year) will be viewed seriously and a mention to this effect will be made in the relieving certificate of the employee concerned.

- m. The concerned controlling officer shall direct the employee / staff, tendering resignation, to contact HR Department for ascertaining dues like Bond amount, training cost, short notice period amount (if any), and other dues etc. After settlements of pending dues in his / her name, the final relieving order will be issued by the HR Department on submission of “No Due Certificate” on prescribed format, Proforma- ‘C’, in original. No-dues from different department/s (from nominated officials) must be obtained within the notice period.
- n. If an employee resigns without intimation / prior notice and absents himself / herself without approval, his / her controlling officer shall arrange to urgently inform the HR department, by various means such as but not limited to, telephonically / through SMS and following with a written intimation, so that any undue payments to such employee may immediately be stopped.
- o. All officers and staff of DMRC while submitting resignation form DMRC have to submit an Undertaking along with resignation in the prescribed proforma as at Proforma-‘D’.
- p. In cases of Outside employment in Govt. organizations, **Transfer of Bond** is applicable subject to following conditions: - (Ref: O.O. No. PP/2047/2015 Dated 28/08/2015 and O.O. No. PP/3047/2020 Dated 21/10/2020) -
 - It is applicable to employees (including contractual employees) of DMRC.
 - It is applicable to employees, who seek employment under a Central Government, State government, a Public Sector Undertaking owned wholly or partially by the Central Govt. or by the State Govt. or a quasi-govt. organization, for which they have applied prior to joining DMRC / after joining DMRC.
 - The Organization in which the employee has been selected should agree for transfer of Bond
 - The Bond executed by DMRC employee, should not be enforced, in case the employee leaves DMRC service to secure employment, under a Central Govt., State Govt., a Public Sector undertaking owned wholly of partially by the Central Govt. or by the State Govt. or a quasi-Govt. organization, subject to the condition that the new organization

take from him / her a fresh bond binding him / her to serve them for the balance of the original bond period.

- An undertaking from the new organization that if the employee resigns prior to the completion of balance bond period prescribed by DMRC, the entire bond amount will be realized and remitted to DMRC.
- The terms of Bond should not be enforced against DMRC employees, who leave services of DMRC to secure employment, under a Central Govt., State Govt., Public Sector Undertaking owned wholly or partially by the Central Govt. or by the State Govt. or a quasi-govt. organization, subject to the condition that a fresh bond is taken from the concerned DMRC employee to ensure that he / she serves the new Employer for the balance of the original bond period.
- q. The facility of transfer of Bond is also extended to employees who join a higher post within the Corporation through lateral induction mode, for the balance remaining period.
- r. Direct recruit & Contractual employees are mandated to pay Surety Bond and applicable service tax on Surety Bond, if they resign from the service of DMRC before completion of 3 years' service period. However, the condition is relaxed in case of differently abled employees as they need to be enabled and facilitated for varied career growth and opportunities, suiting their requirements. However, the provision of minimum notice period of 90 days prior to resignation will be applicable to all.

16. RE-JOINING AFTER RESIGNATION

The following aspects shall govern the request of ex-employees who want to re-join DMRC after resignation and relieving from the Organization.

The re-joining of ex-employee will be at the discretion of the Management and not a right of the ex-employee. Generally, it will be discouraged, however, based on merit of case, re-joining may be considered by the Management on the following conditions: -

- a) A case for re-joining shall be considered, where the employee had obtained proper relieving order, otherwise applications shall not be entertained.
- b) Only those employees who resign and join Govt. departments / PSU can be considered for re-joining DMRC and not those who join some private organizations after resignation from DMRC.
- c) The request for joining DMRC can be entertained only within a period of one year from the date of resignation from DMRC, subject to the fact that the ex- employee was a confirmed employee of the Corporation.

- d) The re-joining is subject to the post being available in the grade / level. The past record of the ex-employee should be good and the gradation of APAR for the last two years should at least be “Very Good” and there should not be any adverse disciplinary records against him / her.
- e) The recommendation of the Controlling Officer will be required.
- f) The Bond amount or any other payment made at the time of acceptance of resignation shall not be refunded.
- g) The employee will again be on probation for the specified period (as applicable to the post at which he / she is re-joining) from the date of re-joining and shall again be confirmed, as per procedure.
- h) The employee will be offered fresh appointment and will have to execute a fresh Bond for 3 years. His / her seniority will be counted only from the fresh date of joining and he / she will join, at the minimum of the pay grade.
- i) The employee has to get “No Due Certificate” from his / her last employer and has to give an Undertaking that he / she is free from Vigilance and D&AR angle in his / her previous organization.

17. RETENTION OF LIEN IN DMRC

The retention of lien on a post will be applicable only in case of individuals holding below Board Level positions in DMRC and is selected and appointed to Board Level positions. The retention of lien will be restricted up to GM level in Grade Rs. 1,20,000-2,80,000 in DMRC, subject to the condition(s) that –

- (i) The application is forwarded through proper channel.
- (ii) The selection of Board Level post is for Metros (owned by Govt. of India and / or State Govt.) or other Central Govt. Organization, where in the selection has been organized by PESB.
- (iii) The lien of the post will be for a maximum period of 6 years and will automatically stand terminated on completion of the 6 years’ period.
- (iv) The DMRC Officers requiring lien should have completed the probation period in DMRC.
- (v) The DMRC Officer acquiring a lien on a post will cease to hold any lien previously acquired on any other post.
- (vi) In case the employee reverts to DMRC during the lien period, he / she will be entitled to the last Basic Pay held by him in the substantive grade (which he / she was holding in DMRC, at the time of resignation). However, the retention of lien will be restricted to the GM level post only.

(Ref: O.O. No. – PP/1958/2015 dated 27/03/2015 and further modification vide OO No. – PP/2939/2019 dated 02/01/2020)

18. TRANSFER OF LEAVE AND GRATUITY IN RESPECT OF EMPLOYEES WHO JOIN OTHER GOVT. ORGANIZATIONS THROUGH PROPER CHANNEL

If, an employee joins other Government department through proper channel, he / she will be eligible for the following: -

- i. Transfer of the leave both Earned Leave (Encashable & Non-encashable) and Medical Leave (LHAP).
- ii. Transfer of Gratuity, even if, service is less than 5 years in DMRC, if, employee joins other Government organization through proper channel their service is treated as continuous service and all benefits are transferable.
- iii. An undertaking from the prospective employer, i.e., other Government organization, should also be taken that if the employee resigns from there, before completing 5 years (DMRC service put together) the gratuity paid will be refunded to DMRC.

19. ASSIGNMENT WITH WORLD BANK, ADB, ESCAP etc.,

Corporation employees are permitted to go on short time assignments abroad with World Bank, ADB, ESCAP etc. secured by them against their personal enrollment, under the following conditions:

- (i) The period of the assignment will be treated either as leave due in which case the employee has to specifically apply for the same and will be eligible to draw leave salary for this period;
OR
The period will be treated as leave without pay, in which case, he / she will not draw any salary during this period.
- (ii) He / She shall not earn any leave during this period.
- (iii) The employee shall remit (a) 25% of the remuneration received by him to DMRC where the assignment is for a period of 90 days or less (b) 10% of the remuneration where the assignment is for a period of over 90 days. The remittance will be made to DMRC within 7 days of receipt of the remuneration from the institution.
- (iv) The employee concerned will remit separately to DMRC his / her own PF contribution, based on the last pay drawn. DMRC shall remit equal amount towards employer's contribution to PF. The assignment period shall be counted for gratuity.
- (v) An Officer proceeding for consultancy to other Metro Projects in official capacity shall

be eligible for all the service benefits with additional perks as prescribed for the respective project and in case of foreign assignments, he / she will be eligible for salary and benefits as per the extant guidelines.

20. REVIEW OF SERVICE AT THE AGE OF 50 YEARS & 55 YEARS

The objective of the Rule is to weed out the deadwood in order to maintain a high standard of efficiency and initiative in DMRC service. It is not necessary that a good employee may continue to be efficient and effective for all time to come. It may be that there may be some employee who may possess a better initiative and higher standard of efficiency and if given chance, the work of the organization might show marked improvement. In such a case, compulsory retirement of an employee who fulfils the conditions of Rule 20.1, given below, is undoubtedly in public interest and is not a measure of punishment. Ordinarily, the order of compulsory retirement is not to be treated as a punishment coming under Article 311 of the Constitution. In fact, the rule merely seeks to strike a just balance between the termination of the completed career of a tired employee and maintenance of top efficiency in the diverse activities of administration. While undertaking the review of services, the following shall be kept in view: -

- (i) That the services of a DMRC employee are no longer useful to DMRC and the employee can be compulsorily retired for the sake of public interest.
- (ii) For better administration, it is necessary to chop off dead wood. The order of compulsory retirement can be passed after consideration of the entire service record of the officer.
- (iii) Any adverse entries made in the confidential record shall be taken note of and be given due weightage, in passing such order.
- (iv) Even un-communicated entries in the confidential record can also be taken into consideration.
- (v) The order of compulsory retirement shall not be passed as a short cut to avoid departmental enquiry, when such course is more desirable
- (vi) If the DMRC employee has been given promotion despite adverse entries made in the confidential record, that is a fact in favor of the employee.
- (vii) Compulsory retirement shall not be imposed as a punitive measure.

20.1 When an employee has attained the age of 50/55 years, review shall be made of those:

- Found inefficient, or,
- Of doubtful integrity

20.2 The procedure for review will be:

Category	Fall under Periodical Review of Service
Executives and Supervisors (Non-Executive)	<p><u>Executives of DMRC</u> Who have entered service before 35 years of age and have attained 50 years of age</p> <p><u>Other cases</u> Attained 55 years of age</p> <p>DMRC Non-Executives at supervisory level can also be retired after he / she has completed 30 years of service</p>
Notice Period	3 months or 3 months' pay and allowances, in lieu thereof

- 20.3 The cases shall be reviewed six months before he/she attains the age of 50/55 years or completion of 30 years' service/30 years of qualifying service and on completion of 30 years of qualifying service.

An employee may be prematurely retired from service with the approval of the Board of Directors in case of Executives and by the Managing Director, in case of Non-Executives, subject to the procedure prescribed, being followed.

- 20.4 To periodically review the service, Review Committees, consisting of the following level of Executives shall be constituted: -

S.No.	Level of employees	Review Committee
1	Non-Executives	Dy. HoD Level Committee
2	AM and Managers	HoD Level Committee
3	Dy. HoD & HoD	Director Level Committee

CVO in the case of Executives and his / her representative in the case of Non-Executives shall be associated /consulted in case of records reflecting adversely on the integrity of any employee.

- 20.5 The cases of Periodical Review of service will be put up to the Competent Authority, 6 months prior to attainment of 50/55 years or completion of 30 years' service / 30 years of qualifying service and on completion of 30 years of qualifying service, for review of service. Time schedule for review shall be as under: -

S.N.	Quarter in which review is to be made	Cases of employee who will be attaining the age of 50/55 years or will be completing 30 years of service or 30 years of service qualifying for pension, as the case may be, in the quarter indicated below to be reviewed.
1	January to March	July to September of the same year
2	April to June	October to December of the same
3	July to September	January to March of the next year

4	October to December	April to June of the next year
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Where the review in accordance with the time schedule indicated above has not been completed for any reason whatsoever, of an employee of the Corporation attaining 50/55 years of age, such review may be undertaken at any time, thereafter.

20.6 “Review” means the review of the entire service record (available in DMRC), example - APARs, Personnel Files, Vigilance Clearance, D&AR, Reports etc., of the employee of the Corporation regarding suitability or otherwise of such employee for further retention in service.

20.7 The criteria to be followed by the Committee in making their recommendation would be as follows: -

- (a) An official, who gets an adverse comment on his integrity in any two years out of last five years in his appraisal reports, would be reviewed by the nominated committee for premature retirement. (Ref: O.O. No. PP/3093/2021 dated 15/03/21)
- (b) DMRC employees who are found to be ineffective will also be considered for review of service. The basic consideration in identifying such employee should be the fitness/ competence of the employee to continue in the post which he/she is holding. The performance evaluation is to be adjudged on the basis of entire service record including APARs for the last 5 years. Only those employees whose APAR has been graded as AVERAGE/BELOW AVERAGE in any three years as in their last give available APARs would be reviewed by the nominated committee for pre-mature retirement. (Ref: O.O. No. PP/3093/2021 dated 15/03/21)
- (c) While the entire service record of a DMRC employee should be considered at the time of review, no employee should ordinarily be retired on the grounds of ineffectiveness if his / her service during the preceding 5 years or where he / she has been promoted to a higher post during that 5-year period, his / her service in the highest post, has been found to be satisfactory. Consideration is ordinarily to be confined to the preceding 5 years or to the period in the higher post, in case of promotion within the period of 5 years, only when retirement is sought to be made on grounds of ineffectiveness. There is no such stipulation, however where the employee is to be retired on the grounds of doubtful integrity.
- (d) No employee should ordinarily be retired on ground of ineffectiveness if, in any event, he/she would be retiring on superannuation within a period of one year from the date of consideration of his / her case. It is clarified that in a case where there is sudden and steep fall in the competence, efficiency or effectiveness of a DMRC employee, it would be open for review for premature retirement.

The above instruction is relevant only when an employee is proposed to be retired on the ground of ineffectiveness but not on the ground of doubtful integrity. The damage

to public interest should be marginal if an old employee, in the last five years of service, is found ineffective; but the damage may be incalculable, if he/she is found corrupt and demands or obtains illegal gratification during the said period for the tasks, he/she is duty bound to perform.

- 20.8 The Appointing Authority shall, if it is of the opinion that it is in the public interest to do so, have the absolute right to retire any employee by giving him / her notice not less than three months in writing or three month's pay and allowances in lieu of such notice. No show-cause notice for retirement is required to be issued under the above provision. In every case, where it is proposed to retire a DMRC employee, in exercise of the power conferred by the said rule, the appropriate authority, should record in file its opinion that it is necessary to retire the employee in pursuance of the aforesaid rule in the public interest.

(Ref: OO No PP/3001/2020 Dated 24.06.2020 and OO No. PP/3093/2021 Dated 15/03/21)

21. VOLUNTARY RETIREMENT: -

Any permanent employee of the Corporation may opt for voluntary retirement, by giving notice of not less notice of not less than three months in writing to the Appropriate Authority, after he / she has attained the age of 58 years and has rendered 15 years of service in a Govt. Deptt. / PSU / DMRC, put together, as on the date of voluntary retirement, and must have also, put in a minimum of 5 years of service, in the Corporation.

Provided that-

- (a) Nothing in this clause shall apply to a Corporation employee, including technical experts who –
- (i) is on assignment under Consultancy with other Metro / Rails / Projects,
 - (ii) is posted abroad in a foreign based Project work and
 - (iii) goes on a specific contract assignment to a foreign Project, unless, after having been transferred to India, he / she has resumed the charge of the post in India and served for a period of not less than one year; and
- (b) It shall be open to the Appropriate Authority to withhold permission to a Corporation employee under suspension who seeks to retire under this clause.

(Ref: (O.O. No. DMRC/PERS/14/2021 Dated 07.01.2021)

22. TERMINATION OF SERVICE

Notwithstanding anything contained to the contrary in any other rules, the services of any employee shall be terminated by the Corporation, if: -

- (a) His / her post is abolished OR
- (b) He / She is declared unfit on medical grounds for any service in the Corporation OR
- (c) He / She remains on unauthorized absence for sixty days or more.

Explanation: -

- (i) In the case of (a) and (b) above, the services shall be terminated after giving three months' notice to a permanent employee and one-month notice to a temporary employee or pay in lieu thereof in both the cases.
- (ii) In the case of (c) above, services of an employee shall be terminated if he / she fails to explain his / her conduct satisfactory within 15 days from the date of receipt of the "Show cause notice" by him / her. The Management will be empowered to take a decision without resorting to further enquiries.
- (iii) The decision in case of (c), above, would be taken by a Committee of Officers, at an appropriate level to be constituted for this purpose.
- (iv) The reasons for the decision would be recorded in writing.

23. SUPERANNUATION

Every employee of DMRC shall retire from employment of the Corporation on attaining the age of 60 years*. Retirement will take place on the last day of the month, in which his/ her date of birth occurs. However, the employee, whose date of birth is the first day of the month, shall retire from employment of the Corporation, on the afternoon of the last day of the preceding month. In case of retirement of the Senior level officers, the Management may in exceptional circumstances, grant extension of service to the employee beyond the age of superannuation, or re-employ him, on such terms and conditions as may be decided mutually between the Management and the employee.

*In case of Directors – the age of retirement is 62 years or completion of their tenure (whichever is earlier).

24. SERVICE CERTIFICATE AT SEPARATION

Corporation employees on the eve of their leaving the Organization due to superannuation, resignation, termination are issued a 'Certificate of service' at the request of the employee in the form as at Proforma-'E', from the Corporate Office. No such certificate shall be issued for the period of Leave not Due etc.

25. INTERPRETATION AND RELAXATION

The Managing Director has the power to interpret these rules and in case of doubt / dispute his / her decision will be final. He / She shall have the power to relax/ delete / modify / revise etc. any of the rule provisions in individual cases of hardship with reasons to be recorded in writing.

Medical standards for the post of Executives

(Pre-appointment medical examination)

General Physical Examination: -

1. A candidate must be in good mental and bodily health and free from any defect likely to interfere with the effective performance of the duties of his appointment.
2. Examiners will use their own discretion as to the scope of the general physical examination in each case and will judge cases on their merits, taking into consideration the prospective duties of the examinee as also the age of the examinee and need for continued fitness for the remaining years of service.
3. Measurement of height, weight and chest girth will be recorded if specifically required. The skin, the connective tissues, the circulatory, respiratory, digestive, nervous, genitourinary, skeletal and muscular system will be subjected to such examination as if deemed necessary. The principal points attended to are connected with ascertaining: -
4. The condition of heart and lungs:
5. The condition of teeth and gums (well filled teeth will be considered as sound).
6. Whether there is any evidence of abdominal disease;
7. Whether there is any hernia or tendency of hernia;
8. Whether there is any degree of hydrocoele, varicose veins of piles;
9. Whether there is free movement of the joints;
10. Whether there is any inveterate skin disease;
11. Whether hearing in each ear is good and whether there is any disease of the ear;
12. Whether there is any speech defect;
13. Whether there is any contagious disease of the eyes or any other condition likely to lead to impairment of vision.
14. Whether there is any acute or chronic disease pointing to any impaired constitution;
15. And whether there is any communicable disease.

Medical Examination

Section A: medical examination of candidates for appointment as DMRC Executives

Introduction: -

1. The standard of physical fitness to be adopted should make due allowance for the age and length of service, if any, of the candidates concerned.
2. No person will be deemed qualified for admission to the public service who shall not satisfy the Government, or the appointing authority, as the case may be, that he has no disease, constitutional affliction or bodily infirmity unfitting him, or likely to unfit him for that service.
3. It should be understood that the question of fitness involves the future as well as the present and that of the main objectives of medical examination is to secure continuous effective service, and in the case of candidates for permanent appointment, to prevent early pension or payment in case of premature death. It is at the same time to be noted that the question is one of likelihood of continuous effective service, and the rejection of candidate need not be advised on account of the presence of defect which, in only a small proportion of cases is found to interfere with continuous effective service.
5. Medical examination of candidates for appointment to DMRC Executives includes: -
 - (i) General physical examination
 - (ii) Vision tests
6. Details of these examinations are given below

General Physical examination: -

1. To be passed as fit for appointment, a candidate must be in good mental and bodily health and free from any physical defect likely to interfere with the efficient performance of his duties of appointment.
2. In the matter of the co-relation of age, height and chest girth of candidate it is left to the medical board to use whatever co-relation figures considered most suitable, as a guide in the examination of the candidate. If there be any disproportion with regard to height, weight and chest girth, the candidates should be hospitalized for investigation and X-ray of the chest taken before the candidate is declared fit, or not fit, by the board.
3. However, for certain services, the minimum standard for height and chest girth of male and female candidates should be as follows: -

		Height (cm)	Chest girth fully expanded (cm)	Expansion (cm)
DMRC Executive Service (Technical) (Operations, Civil, Electrical, S&T, Architecture, Property Development)	Male	152	84	5
	Female	150	79	5

NOTE:

- (i) The minimum height prescribed can be relaxed in case of candidates belonging to races such as Gorkhas, Garhwalis, Assamese, Nagaland tribal, whose average height is distinctly lower
- (ii) The candidate's height will be measured as follows:-

He will remove his shoes and be placed against the standard with his feet together and his weight thrown on the heels and not on the toes or the sides of the feet. He will stand erect without rigidity and with heels, calves, buttocks and shoulders touching the standard, the chin will be depressed to bring the vertex of the head level under the horizontal bar, and the height will be recorded in centimeters and part of centimeters rounded to the nearest half.

(iii) The candidate's chest will be measured as follows:-

He will be made to stand erect with his feet together and to raise his arms over his head. The tape will be so adjusted round the chest that its upper edge touches the inferior angle of the shoulder blades behind and lies in the same horizontal plane when the tape is taken round the chest. The arms will then be lowered to hang loosely by the sides and care will be taken that the shoulders are not thrown upwards or backwards so as to displace the tape. The candidate will then be directed to take a deep inspiration several times and the maximum expansion of the chest will be carefully noted and the minimum and the maximum will then be recorded in centimeters rounded off to the nearest half centimeters.

4. In recording the height and chest measurements, fractions of less than half a centimeter should not be noted.
5. The candidate will be weighed and his/her weight recorded in kilograms; fraction of less than half a kilogram should not be noted.
6. The following additional points should be observed:-
 - (a) That the candidate's hearing in each ear is good and that there is no sign of disease of the ear. In case of it is defective, the candidate should be got examined by ENT specialist provided that the defect in hearing is remediable by operation or by use of hearing aid, a candidate cannot be declared unfit on that account provided he has no progressive disease in the ear (for further guidelines see sub para (7) below).
 - (b) That the speech is without impediment.
 - (c) That his/her teeth are in good order and he/she is provided with dentures, where necessary, for effective mastication (well filled teeth will be considered as sound).
 - (d) That the chest is well formed and chest expansion sufficient; and that his/her heart and lungs are sound
 - (e) That there is no evidence of any abdominal disease;
 - (f) That he/she is not having a hernia;
 - (g) That the candidate does not suffer from hydrocoele, varicose veins or piles.
 - (h) That his/her limbs, hands and feet are well formed and developed and that there is free and perfect motion of all joints.
 - (i) That he/she does not suffer from inveterate skin disease;
 - (j) That there is no congenital malformation or defect;
 - (k) That he/she does not bear traces of actual or chronic disease pointing to an impaired constitution.
 - (l) That he/she is free from communicable diseases.

Note:-Undescended testes, intra-abdominal in position, and un-associated with hernia, should not be cause for rejection. Ectopic testes, located in the inguinal canal abdominal wall or thigh being more liable for trauma/torsion, should be passed fit only after the examinee has undergone surgical treatment.

6. The following are the guidelines for the medical examination authority in respect of hearing and diseases of ear, nose and throat:-

Sr. No.	Parameter	Fitness Criteria	
1	Marked or total deafness in one, other ear being normal	i	Fit for non technical jobs if the deafness is upto 30 decibels in higher frequency.
2	Perceptive deafness in both ears in which some improvement is possible by a hearing aid.	i	Fit in respect of both technical and non technical jobs if deafness is up to 30 decibels in speech aid frequencies of 1000-4000.
3	Perforation of tympanic membrane of central or marginal type.	i	One Ear normal; other ear preformation of tympanic membrane present temporarily unfit. Under improved conditions of ear surgery a candidate with marginal or other perforation in both ears should be given a chance by declaring him temporarily unfit.
		ii	Marginal or attic perforation in both ears - unfit.
		iii	Central perforation both ears- temporarily unfit.
4	Ears with mastoid cavity, sub normal hearing on one or both side.	i	Either ear normal hearing, other ear with mastoid cavity - fit for both technical and non-technical.
		ii	Mastoid cavity both sides - unfit for technical jobs.
		iii	Fit for technical jobs if hearing improves to 30 decibels in either ear with or without hearing aid.
5	Persistently discharging ear - operated/non-operated	i	Temporarily unfit for both technical and non-technical jobs.
Sr. No.	Parameter	Fitness Criteria	
6	Chronic inflammatory/allergic conditions of nose with or without bony deformities of nasal septum	i	A decision will be taken as per circumstances of nose with individual cases.
		ii	If deviated nasal septum is present with symptoms -temporarily unfit
7	Chronic inflammatory conditions of tonsils.	i	Chronic inflammatory conditions of tonsils and /or larynx-Fit
		ii	Hoarseness of voice of severe degree if present-temporarily unfit
8	Benign or locally malignant tumors of the ear, nose, or throat.	i	Benign tumors-temporarily unfit
		ii	Malignant tumors-Unfit
9	Otosclerosis	i	If the hearing is within 30 decibels after the operation or with the help of hearing aid-Fit
10	Congenital defects of ear, nose or throat	i	If not associated with functions-Fit
11	Nasal Polyp	i	Stuttering of severe degree-unfit.
		ii	Temporarily unfit

8. An X-ray of the chest should be done for detecting any abnormality of the heart and lungs which may not be apparent by ordinary physical

examination.

9. When any defect is found it must be noted in the certificate and the medical examiner should state his/her opinion whether or not it is likely to interfere with the efficient performance of the duties, which will be required of the candidate.

Vision test:-

- (a) Classification of staff: - for the purpose of visual acuity standards, the various Executive disciplines on DMRC should be divided in to two categories as follows: -

Technical services	Non-Technical
Civil	Accounts
Electrical	Legal
Signal & Telecom	HR etc.
Operations	
Architecture	
Property	
IT etc.	

- (b) Acuity of vision: - The standards of visual acuity for the above categories will be as follows:

Categories	Distant vision		Near vision	
	(with or without glasses)		(with or without glasses)	
	Better eye	Worse eye	Better eye	Worse eye
Technical	6/9	6/9	J.I	J.II
	OR	OR		
	6/6	6/12		
Non-Technical	6/9	6/12	J.I	J.II

Note:-

- i. In respect of technical services, the total amount of myopia (including cylinder) should not exceed -4 Diopters and total amount of Hypermetropia should not exceed +4 Diopters.
- ii. During Medical examination of candidate, the use of contact lenses is not to be allowed.
- iii. The illumination of the type letters for the distant vision should be of 15 candles.
- iv. It is not necessary to lay down any limit for minimum naked eye vision but it is desirable that the naked eye vision of the candidates should be recorded by the medical board or any other medical authority in

every case as it will furnish basic information in regard to the condition of the eye

- (c) **Fundus examination:-** In every cases of myopia, Fundus examination should be carried out and the result recorded. In the event of pathological condition being present, which is likely to be progressive and affect the efficiency of the candidate, he shall be declared unfit.
- (d) **Color vision:-** The testing of color vision is compulsory and the result should be normal in respect of all technical services. Satisfactory color vision constitutes recognition with ease and without hesitation of signal red, signal green and white color. Both the Ishihara's Plates and Edridge's Green Lantern shall be used for testing color vision.

Note:- color perception, wherever tested, should be graded into a higher and lower grade depending upon the size of aperture in the lantern as described below:

Grade	Higher grade of color perception	Lower grade of color perception
Distance between the lamp and the	4.9 Meter	4.9 Meter
Size of aperture	1.3mm	1.3mm
Time of exposure	5 seconds	5 seconds

- (e) **Field of vision:-** the field of vision shall be tested in respect of all services by the confrontation method. Where such a test gives unsatisfactory or doubtful results, the field of vision should be determined on the perimeter.
- (f) **Night vision:-** Night blindness need not be tested in each case as a routine, but only in special cases. The medical board has the discretion to improvise such rough tests, e.g., recording of visual acuity with reduced illumination or by making the candidate recognize various objects in darkened room after he has been there for twenty to thirty minutes, as may be considered necessary. Candidate's own statements should not always be relied upon but should be given due consideration.
- (g) **Ocular conditions other than visual acuity:-** Ocular conditions and diseases which should be considered also disqualification are as follows:
- (i) **Organic disease:-** Any organic disease or a progressive refractive error which is likely to result in lowering the visual acuity should be considered a disqualification.
- (ii) **Squint:-** for technical services where the presence of binocular vision is essential, Squint even if the visual acuity is of prescribed standard, should be considered a disqualification. For other services the presence of squint should not be considered as a disqualification if the visual acuity is of prescribed standard.
- Note:-** In case oil the tests carried out correctly indicate the presence of binocular vision, the mere existence of squint should not disqualify o candidate.
- (h) **One eye person:-** for all technical services one eye person should be considered unfit. These will include cases where there may be normal vision in one eye but other eye is amblyopic or has subnormal vision resulting in lack of stereoscopic vision. However for employment in other categories the medical board may recommend such one eye persons provided that it is satisfied that he/she can perform all the functions of the particular

job for which he/she is a candidate, provided further that the visual acuity in the functioning eye 6/6 for distant vision, and J.1 for near vision with or without glasses, provided error in any meridian is not more than 40 for distant visions, and normal color vision where ever required.

Relaxation of condition :- It shall be open to DMRC to relax any of the conditions in favor of any candidate for special reasons.

Provision for re-consideration of adverse reports:-

- (1) Candidates are warned that there is no right of appeal from a medical board, special or standing, appointed to determine their fitness for the above services. If, however, DMRC is satisfied on the evidence produced before it of the possibility of an error of judgement in the decision of the first board, then it is open to DMRC to allow an appeal to a second board. Such evidence should be submitted within one month of the date of communication in which the decision of the first medical board is communicated to the candidate, otherwise no request for on appeal to a second medical board will be considered.
- (2) If any medical certificate is produced by a candidate as a piece of evidence about the possibility of an error judgement in the decision of the first board, this certificate will not be taken into consideration unless it contains note by the medical practitioner concerned to the effect that it has been given in full knowledge of the fact the candidate has already been rejected as 'unfit' for service by a medical board.

Temporary unfitness of candidate:-

In the case of candidates who are to be declared 'temporary unfit', the period specified for re-examination should not ordinarily exceed six months at the maximum. On re examination after the specified period, these candidates should not be declared unfit for the further period but in final decision in regard to their fitness for appointment or otherwise would be given.

Women candidates who are pregnant (for all medical categories):-

A female candidate who, as a result of test, is found to be pregnant, may be declared temporary unfit, till the delivery of the child.

Medical Examination standards for DMRC employees on promotion to Executive posts from Non-Executive posts

Those employees who are being promoted from non-executive to executive posts will be subjected to medical examination for evidence of any chronic/acute illness which can interfere with the efficient performance of their duties after promotion, irrespective of the fact whether they were on duty or on sick list prior to their promotion.

1. General Physical Examination;- The standards of general physical examination, when done, will be the same as prescribed for the candidates for appointment to Executive Service.

2. Vision Tests: For **Technical/Executive** medical standards, the following visual acuity standards should apply:

Distant Vision: 6/12, 6/18 with or without glasses
Near Vision:

Sn.0.6, 0.6 with or without glasses. Night Vision:

Should be normal
Color perception; Both Ishihara and E.G.L. should be normal
Field of vision: Should be normal
Binocular vision: Should be normal

- Note: i) The difference between the power of lenses in each eye shall not exceed 4.00 D
ii) The power of lenses shall not exceed 6.00 Diopters.
iii) Defective binocular Vision will be considered a disqualification.
iv) Posterior chamber IOL is permitted subject to following conditions:
a) In case of freshly operated IOL of less than 6 weeks duration, employee may be declared fit provided his visual acuity is stable for 2 consecutive check-ups at an interval of 2 weeks.
b) All cases of declared fit with IOL should report to the ophthalmologists for periodical check-up upto one year, at intervals of 6 months from the date of fitness or at any time whenever they notice diminution of vision or any other problem in the operated eye.

3. Vision Tests: For **Non-Technical/Executive** medical standards, the following visual acuity standards should apply:

Distant Vision: 6/18 in one eye regardless of vision in the other eye, with or without glasses.

Near Vision: Sn.0.6 in one eye, regardless of vision in the other eye, with or without glasses.

Note: i) Total amount of Myopia shall not exceed 8.00 Diopters in the corrected eye.

ii) Any organic disease which is likely to result in lowering of the visual acuity should be considered as a disqualification.

Pre-appointment medical examination for Non-executives

General Physical Examination:-

- (1) A candidate must be in good mental and bodily health and free from any defect likely to interfere with the effective performance of the duties of his appointment.

- (2) Examiners will use their own discretion as to the scope of the general physical examination in each case and will judge cases on their merits, taking into consideration the prospective duties of the examinee as also the age of the examinee and need for continued fitness for the remaining years of service.
- (3) Measurement of height, weight and chest girth will be recorded if specifically required. The skin, the connective tissues, the circulatory, respiratory, digestive, nervous, genitourinary, skeletal and muscular system will be subjected to such examination as is deemed necessary. The principal points attended to are connected with ascertaining:-
- a) The condition of heart and lungs;
 - b) The condition of teeth and gums (well filled teeth will be considered as sound).
 - c) Whether there is any evidence of abdominal disease;
 - d) Whether there is any hernia or tendency of hernia;
 - e) Whether there is any degree of hydrocoele, varicose veins of piles;
 - f) Whether there is free movement of the joints;
 - g) Whether there is any inveterate skin disease;
 - h) Whether hearing in each ear is good and whether there is any disease of the ear;
 - i) Whether there is any speech defect;
 - j) Whether there is any contagious disease of the eyes or any other condition likely to lead to impairment of vision.
 - k) Whether there is any acute or chronic disease pointing to any impaired constitution; and
 - l) Whether there is any communicable disease.
- (4) **Hearing:** In the examination of hearing of the candidate, the speaking voice test will be employed. The examiner will speak in any ordinary conversational voice; the examinee will be at a distance shown in the note below and with his/her back to the examiner, the ears will be separately tested by the occlusion of the other ear or the use of Barrany's whistle, if this is available.

Candidates:

- I. On appointment, the testing distance will be **6 meters** for each ear for all categories.
 - II. The use of hearing aid should not be permitted for candidates in categories 'A' and 'B'.
- (5) **Speech:** Candidates: Stammering is not to be considered a serious defect disqualifying a candidate in clerical duties, especially such of them as do not have to come in direct contact with the public.
- (6) **Urine:** Candidates: In A-1 Urine examination is compulsory.
- (7) **Infective conditions and other disorders:**
Candidates: Candidates exhibiting the under noted conditions will be rejected Irrespective of the employment sought:-

- (a) **Contagious and Infective disorders:** provided that the condition of the candidate having ceased to be contagious or infectious, the sequelae arising from such disorder Hernia, and well-marked hydrocoele, varicose veins or piles: provided that such conditions will not be regarded as disqualifying, unless they are in themselves likely to interfere immediately or later with the efficient performance of the duties of their appointment. The following conditions fall inter alia under the above category:-
- (i) Pulmonary tuberculosis.
 - (ii) Venereal infection.
 - (iii) Trachoma and other infectious ocular diseases.
 - (iv) Leprosy.
- (b) Conditions commonly predisposing to invalidity or seriously enhancing the candidate's liability to occupational risks etc:-
- (i) Hernia, and well marked hydrocoele, varicose veins or piles: provided that such conditions having been satisfactorily treated by operation, the evidence of their previous existence shall not disqualify;
 - (ii) Un-descended tests, intra-abdominal in position and un-associated with an inguinal hernia, should not be a cause for rejection. Ectopic tests, located in the inguinal canal, abdominal wall or thigh, being more liable for trauma / torsion, should be passed fit only after the examinee has undergone surgical treatment;
 - (iii) Flat foot. or knock ness, except in sedentary occupations;
 - (iv) Epilepsy;
 - (v) Asthma
 - (vi) Otorrhea
- (c) Conditions rendering the association of the candidates with others objectionable. e.g.:-
- (i) Repulsive inveterate skin diseases.
 - (ii) Ozoena.
 - (iii) Foetor associated or otherwise with pyorrhoea alveolaris.
- (d) Constitutional disorders commonly deemed progressive and chronic disorders liable of recurrent exacerbation of a disabling kind

Other additional tests: ELISA Test, pregnancy test for married female candidates (for all medical categories) candidates only & Ultrasound for vital organs viz Kidneys/Liver/Pancreas etc.

The following are the tables of standards of visual acuity requirement:-

- 1) Standards at examination on appointment:

Medical category	Distant Vision	Near Vision
A-I	6/6, 6/6 (without glasses with fogging test Must not accept 2DJ	Sn,0.6, 0.6 without glasses
A-II	6/9,6/9 without glasses (no fogging test)	Sn, 0.6,0.6 without glasses

A-III	6/9, 6/9 with or without glasses. Power of lenses not to exceed 2D	Sn, 0.6, 0.6 with or without glasses
B-I	6/9, 6/12 with or without glasses. Power of lenses not to exceed 4D	Sn, 0.6, 0.6 with or without glasses when reading or close work is required
B-II	6/9, 6/12 with or without glasses. Power of lenses not to exceed 4D	Sn, 0.6, 0.6 with or without glasses when reading or close work is required
C-I	6/12, 6/18 with or without glasses.	Sn, 0.6, 0.6 with or without glasses when reading or close work is required
C-II	6/ 12, nil with or without glasses.	Sn, 0.6 combined with or without glasses where reading or close work is required

Note: Candidates in C-I and C-II medical categories having power of glasses of more than 4D should be examined by an eye specialist and may be declared fit if there is no evidence of any progressive eye disease.

2) **Color perception: -**

Candidates in classes A-I, A-II, A-111 and B-1 on being medically examined shall be tested for color perception with the prescribed apparatus and recommended methods of examination. Failure to pass the test laid down for the class in which it is proposed to employ the candidate shall be the cause for rejection. The following are the standards for color perception: -

Class	Lantern Aperture	Ishihara
A-I	1.3mm	Yes
A-II	1.3mm	Yes
A-111	1.3mm	Yes
B-1	13mm	No

Note: The highest standards of physiological competence to discriminate the colors of signals under all conditions is required in candidates in categories A-1, A-II & A-III. Distinctive importance is attached to rapidity of recognition and to the absence of abnormal simultaneous contrast effects

- 3) **Night vision:** Candidates of categories A-I, A-II, A-111 and B-1 will be examined with regard to their vision in diminished light and if found to be suffered from night blindness, will be rejected.
- 4) **Field of vision:** Candidates in class A-1 will be examined to ascertain that the fields of vision are not seriously restricted. The existence of any material abnormality in this respect will disqualify the candidate for admission to the service.
- 5) **Binocular vision:** Candidates in categories A-I, A-II, A-111 and B-1 will be tested for the presence of binocular vision, i.e. peripheral fusion, depth perception and stereoscopic vision. The absence of binocular vision will disqualify a candidate for admission to service in these classes.
- 6) **Mesopic vision:** Candidates in categories A-I, A-II, A-111 and B-1 category may be examined

A-55

in glaring light by providing a 200 Watts Bulb 90 cm. Above and over the Landolt's Board in front of the examinee's eye. Response to glare and recovery time should be noted by examining the candidates and employees with the help of light point to be installed in the existing dark room. Delayed recovery may be early symptom of cataract.

7) **Fundus/Full Ophthalmology Examination:**

Candidates: compulsory for all candidates in A-1.

8) **Lasik Surgery:** Having undergone Lasik Surgery must not be considered for recruitment to A-I, A-II, A-111 and B-1 category.

9) **Cataract**

10) **Spectacles and Contact lenses:**

a. Spectacles : No glasses are to be permitted for categories A-I and A-II.

b. Contact lenses: Contact lenses are not permitted for medical categories A and B.

Contact lenses are permitted in medical categories of C-1 & C-11 provided there is no progressive eye disease as certified by an eye specialist.

**Medical Examination standards for DMRC employees on promotion
to Non-Executive posts of higher medical category**

The employees with **six years**, or more of continuous service on DMRC sent for medical examination on promotion to **higher class**, should be examined according to the standards of examination during service of the higher class. Employees with less than six years of service should be examined according to the standards of examination applicable on appointment to the higher class.

The vision acuity for employees, having six or more of continuous service in DMRC, on promotion to higher classes is as per the following parameters:

1. **General Physical Examination;**- The standards of general physical examination, when done, will be the same as prescribed for the candidates for appointment.

Vision:

Class	Distant Vision	Near Vision
A-1	6/9, 6/9 or 6/6, 6/12 with or without glasses.	The combined vision with or without glasses should be the ability to read ordinary print. Where reading or close work is required, the combined near vision should be Sn 0.6.
	Naked eye vision not below 6/60, 6/60. Power of lenses not to exceed 40.	
A-3	6/ 12, 6/ 1 8 with or without glasses. Power of lenses not to exceed 80.	
B-1 & B-2	6/12, 6/24 with or without glasses. Power of lenses not to exceed 80.	

Medical Standards for Periodical Medical Examination (PME)
of In-service employees of DMRC

- 1) Thorough physical examination.
- 2) Vision Acuity

Class	Distant Vision	Near Vision
A-1	6/9, 6/9 or 6/6,6/12 with or without glasses.	The combined vision with or without glasses should be the ability to read ordinary print. Where reading or close work is required, the combined near vision should be Sn 0.6
	Naked eye vision not below 6/60, 6/60. Power of lenses not to exceed 4D.	
A-3	6/ 12, 6/18 with or without glasses.	
	Power of lenses not to exceed 8D.	
B-1 & B-2	6/12,6/24 with or without glasses. Power of lenses not to exceed 8D.	

- 3) MMR / X Ray Chest
- 4) Fundoscopy
- 5) Fasting Blood Sugar and
- 6) Any other examination / investigation as deemed fit for the examiner keeping in mind inter-alia the following conditions
 - (a) **Blood Pressure:** The peripheral blood pressure with medication should not be above 140 degree upto the age of 50 years. 150/90 upto 55 years and 150/95 upto superannuating age. Ganglion blocking drugs are not permitted for control of hypertension.
 - (b) **Diabetes:** If controlled by diet alone to be considered fit for all categories. If controlled by drugs, not fit as a driver/T.O. except for shunting duty in the yard.
 - (c) **Ischemic Heart Disease:** Candidates and employees suffering from Ischemic Heart

disease will not be passed fit. Relevant investigation in this context should be done where necessary.

- (d) **Ear Examination:** Hearing should be normal. Hearing aids are not allowed. There should be no chronic ear discharge.

Standards of Medical Tests for Executive/Technical or Non-Technical categories for Re- employment (Post Retirement Contractual Engagement basis):

1. **General Physical Examination:-** The standards of general physical examination, when done, will be the same as prescribed for the candidates for appointment to Executive Service.
2. Vision Tests: For **Technical /Executive** medical standards, the following visual acuity standards should apply :

Distant Vision	6/ 12, 6/18 with or without glasses
Near Vision	Sn.0.6, 0.6 with or without glasses
Night Vision	Should be normal
Color perception	Both Ishihara and E.G.L. should be normal
Field of vision	Should be normal
Binocular vision	Should be normal

Note: i) The difference between the power of lenses in each eye shall not exceed 4.00 D

- ii) The power of lenses shall not exceed 6.00 Diopters.
- iii) Defective binocular Vision will be considered a disqualification.
- iv) Posterior chamber IOL is permitted subject to following conditions:
 - a) In case of freshly operated IOL of less than 6 weeks duration, employee may be declared fit provided his visual acuity is stable for 2 consecutive check- ups at an interval of 2 weeks.
 - b) All cases of declared fit with IOL should report to the ophthalmologists for periodical check-up upto one year, at intervals of 6 months from the date of fitness or at any time whenever they notice diminution of vision or any other problem in the operated eye

3. Vision Tests: For **Non-Technical/Executive** medical standards, the following visual acuity standards should apply:

Distant Vision:6/18 in one eye regardless of vision in the other eye, with or without glasses.

Near Vision: Sn.0.6 in one eye, regardless of vision in the other eye, with or without glasses.

Note:

i) Total amount of Myopia shall not exceed 8.00 Diopters in the corrected eye.

ii) Any organic disease which is likely to result in lowering of the visual acuity should be considered as a disqualification

Standards of Medical Tests for Ex-servicemen or Re-employed in Non-Executive Categories, who are of 35 years or older

1. **General Physical Examination**:- The standards of general physical examination, when done, will be the same as prescribed for the candidates for appointment.
2. **Vision Acuity**

Class	Distant Vision	Near Vision
A-1	6/9.6/9 or 6/6,6/12 with or without glasses. Naked eye vision not below 6/60, 6/60. Power of lenses not to exceed 4D.	The combined vision with or without glasses should be the ability to read ordinary print. Where reading or close work is required, the combined near vision should be Sn 0.6.
A-3	6/12.6/18 with or without glasses. Power of lenses not to exceed 8D.	
B-1 & B-2	6/ 12. 6/24 with or without glasses. Power of lenses not to exceed 8D.	

TRAINING AGREEMENT
(BOND)

This agreement (hereinafter referred to as the "Agreement") is made at on thisday of.....20...., between **DELHI METRO RAIL CORPORATION**, a company incorporated under the Companies Act, 1956 and having its principal office situated at **Metro Bhawan, Barakhamba Road, Fire Brigade Lane, New Delhi-110001**(hereinafter referred to as the "DMRC", which expression shall include its successors and assigns), represented by Company Secretary, the party of the First part.

AND

Mr/Mrs/Ms.....S/o/D/o.....
.....R/o.....and having his / her permanent address at (Hereinafter referred to as the "employee", which expression shall include his / her heirs, successors, assigns, and representatives), the party of the Second part.

WHEREAS the employee has joined DMRC on in accordance with his / her letter of appointment.

AND WHEREAS the Employee is required to undergo specialized technical training for meeting the business requirements of intends to impart the specialized technical training at for.....

AND WHEREAS the employee understands the necessity of the specialized technical training for meeting business requirements to the satisfaction of DMRC/ and also agrees that the training would enrich his/ her experience and enhance his/ her skills and knowledge. The Employee also agrees and acknowledges that the proposed training will add value to his / her career prospects.

AND WHEREAS DMRC would incur significant expenditure in training of the employee including but not limited to instructor time, computers, software costs, setting up and maintenance of special and general facilities for the training and for subsequent on the job skill enhancements.

AND WHEREAS DMRC is agreeable to equipping the employee with the said training and is able to make all the arrangements and incur all the expenditure that would be entailed, as stated above (hereinafter referred to as the "Training cost").

AND WHEREAS the Employee willingly agrees to undergo the specialized technical training subject to the terms and conditions of this Agreement.

THEREFORE, IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. That DMRC shall arrange the aforementioned specialized training for a period of or such other and further period, or such shorter period than the aforesaid period, as DMRC may deem fit and necessary (hereinafter referred to as the "Training period").
2. This Agreement shall come into effect from the date of commencement of the aforesaid training

3. That during the Training period and one year thereafter the Employee undertakes :-
 - (a) to serve DMRC diligently and efficiently minimum for a period of years;
 - (b) to refrain from absenting himself / herself from work without reasonable cause;
 - (c) to keep confidential and not to disclose any information obtained during the course of the specialized training to any other person who is not specifically authorized by DMRC at the time of disclosure to receive such information;

4. If the Employee leaves DMRC voluntarily, either during the training period or within, thereafter, the Employee will repay Rs..... (Rupees.....) the expenses incurred by DMRC towards imparting training to the Employee ("Training Expenses").

5. That, this Agreement shall not be modified orally and may be modified only in writing signed by both parties.

6. If any clause of this Agreement or any part thereof is held invalid or unenforceable for any reason by any court of competent jurisdiction, the continuation in full force and effect of the remainder of them shall not be prejudiced.

7. That this Agreement shall be terminated and shall have no effect in the circumstances as below:
 - (i) Death of the Employee before expiry of one year after the completion of training or
 - (ii) Notice of waiver by DMRC in writing.

8. In the event the Company is constrained to proceed against the Employee for the recovery of its dues under this Agreement, the Company shall be entitled to reimbursement by the Employee of all costs including attorney's fees incurred by the Company in such proceedings.

9. This Agreement shall be subject to the jurisdiction of the courts in Delhi and shall be construed in accordance with the laws of India.

In presence of witnesses, this Agreement is signed at the place and date and the year first mentioned hereinabove.

Signature of the employee : _____
 Name : _____
 Designation: _____
 Address: _____

In the presence of :

1st witness.....
 Address.....
 Occupation.....

2nd Witness.....
 Address.....
 Occupation.....

Signed by Shri..... of DMRC for and on behalf of the Delhi Metro Rail Corporation.

Annexure-III-1

Category A1							
S.No	Course Suggested	Mode	Platform	Duration	Fee	Certification	Contributors
1	Working Capital Management	online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Roorkee
2	Project Management for managers	online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Roorkee
3	Soft Skills	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Roorkee
4	Water and Wastewater Treatment Engineering: Biochemical Technology	online	edX	10 Weeks	RS 3667/-	Yes	TsinghuaX
5	Financing and Investing in Infrastructure	online	Coursera	6 Weeks	Rs 2165/-	Yes	University of BOCCONI
6	Setting Expectations & Assessing Performance Issues	online	Coursera	3 Weeks	Rs 3659/-	Yes	University of California
7	Developing Soft Skills and personality	Online	NPTEL	8 Weeks	Rs 1100/-	Yes	IIT Kanpur
8	Communication Skills and Teamwork	Online	edx	4 Weeks	Rs 11151/-	Yes	FullbridgeX
9	Leadership	Online	NPTEL	4 Weeks	Rs 1100/-	Yes	IIT Kharagpur
10	Stress Management	Online	NPTEL	4 Weeks	Rs 1100/-	Yes	IIT Kharagpur
11	Natural Disasters	Online	edX	11 weeks	Rs 3667/-	Yes	McGillx
12	Smart Cities, Management of Smart Urban Infrastructures	online	edx	5 Weeks	Rs 3637/-	Yes	EPFLx
13	CitiesX: The Past, Present and Future of Urban Life	online	edx	11Weeks	Rs7409/-	Yes	HarvardX
14	Sustainable Cities	Online	edX	9 weeks	Rs 3667/-	Yes	SDGAcademyX
15	Six Sigma: Analyze, Improve, Control	Online	edX	8 weeks	Rs7409/-	Yes	TUMx
16	Solar Energy	Online	edX	8 Weeks	Rs 3742/-	Yes	DelftX

17	Sustainable Urban Development	Online	edX	7 weeks	Rs 3742/-	Yes	DelftXwegeningenX
18	Water Resources Management and Policy	online	Coursera	5 weeks	Rs 2140/-	Yes	University of Geneva
19	Customer Relationship Management	Online	edX	6 Weeks	Rs 3816/-	Yes	IIMBx and IIM, Bangalore
20	Communication skills and team work	Online	edX	4 Weeks	Rs 11372/-	Yes	FullbridgeX
21	Self Assesment Developing Your Strengths	Online	edX	4 Weeks	Rs 11372/-	Yes	FullbridgeX
22	Working in Teams: A Practical Guide	Online	edX	4 Weeks	Rs 3637/-	Yes	UQx
23	Problem Solving and Critical Thinking Skills	Online	edX	3 Weeks	Rs 11151/-	Yes	FullbridgeX
24	Work Smarter Not Harder: time management for Personal and Professional Productivity	online	Coursera	4 weeks	Rs 2912/-	Yes	University of California
25	Introduction to Sustainability	online	Coursera	8 weeks	Rs 2165/-	Yes	University of Illinois at Urbana Champaign

Category A2								
Department	S.No	Course Suggested	Mode	Platform	Duration	Fee	Certification	Contributors
Signalling & Telecom	1	Sensors and Sensor Circuit Design	Online	Coursera	4 weeks	Rs 5,899/-	Yes	University of Colorado Boulder
	2	Analog Communication	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Kharagpur
	3	Fundamental of Electrical Engineering	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Kharagpur
	4	Digital Signal Processing (Part 1)	Online	Coursera	4 weeks	Rs 3659 /-	Yes	EPFL
	5	Microelectronics: Devices To Circuits	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Roorkee
	6	Fiber Optic Communication Technology	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Madras
	7	Introduction to Wireless and Cellular Communications	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Madras
	8	Switching Circuits and Logic Design	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Kharagpur
	9	Software testing	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Bangalore

Signalling & Telecom	10	Digital Circuits	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Kharagpur
	11	Data Base Management System	Online	NPTEL	8 Weeks	Rs 1100/-	Yes	IIT Kharagpur
	12	Introduction to Operating Systems	Online	NPTEL	8 Weeks	Rs 1100/-	Yes	IIT Madras
	13	Cloud Computing	Online	NPTEL	8 Weeks	Rs 1100/-	Yes	IIT Kharagpur
	14	Project Management for Managers	Online	NPTEL	12 Weeks	Rs 1100/-	Yes	IIT Roorkee
	15	Principles of Signal Estimation for MIMO/ OFDM Wireless Communication	Online	NPTEL	8 Weeks	Rs 1100/-	Yes	IIT Kanpur
	16	A System View of Communications: From Signals to Packets (Part 1)	Online	edx	7 Weeks	RS 4493/-	Yes	Hong Kong University of Science and Technology
	17	Digital Systems: From Logic Gates to Processors	Online	Coursera	8 Weeks	Rs 2165/-	Yes	Autonomous University of Barcelona
	18	Demystifying networking	Online	NPTEL	4 Weeks	Rs 1100/-	Yes	IIT Bombay
	19	Signal and Systems, Part 1	Online	edX	10 Weeks	Rs 3669/-	Yes	IITBombayX

	20	Signal and Systems, Part 2	Online	edX	10 Weeks	Rs 3669/-	Yes	IITBombayX
	21	Introduction to Electrical and Electronic Engineering	Online	edx	4 weeks	Rs 3744/-	Yes	Tokyo Tech Institute
Rolling Stock	1	Data-driven Decision Making	Online	Coursera	4 weeks	RS 3659/-	Yes	PWC
	2	Refrigeration and Air-conditioning	online	NPTEL	8 Weeks	Rs1100/-	Yes	IIT Roorkee
Electrical	3	Semiconductor Devices and Circuits	online	NPTEL	12 Weeks	Rs 1100/-	Yes	IISc Bangalore
	4	Electrical Distribution System Analysis	Online	NPTEL	8 weeks	Rs 1,100/-	Yes	IIT Roorkee,
	5	Fundamentals of Electrical Engineering	Online	NPTEL	12 Weeks	Rs 1,100/-	Yes	IIT Kharagpur
	6	Energy Economics And Policy	Online	NPTEL	8 weeks	RS 1,100/-	Yes	IIT Mandi,
	7	Introduction to Electrical & Electronic Engineering	Online	edX	4 weeks	Rs 3744/-	Yes	TokyoTechX

	8	Electric Power Systems	Online	Coursera	4 Weeks	Rs 3659-	Yes	The State University of New York
	9	Introduction to power electronics	Online	Coursera	3 weeks	Rs 3659-	Yes	Univrersity of Colarado
Environment	1	Energy Conservation and Waste Heat Recovery	online	NPTEL	12 Weeks	RS 1100/-	Yes	IIT Kharagpur
	2	Energy within Environmental Constraints	online	edX	10 Weeks	Rs 7414/-	Yes	Harward University
	3	Environmental Management & Ethics	online	Coursera	6 Weeks	Rs 2165/-	Yes	Technical University of Denmark
	4	Sustainable Development: Solutions and Trends	online	edX	12 weeks	Rs 3370/-	Yes	KTH Royal Institute of Technology
	5	Environmental Protection and Sustainability	online	edX	8 weeks	Rs 3669/-	Yes	Israel X

	6	Climate Change: Financial Risks and Opportunities	online	edX	4 weeks	Rs 5916/-	Yes	Imperial college London, Imperial College Business school
IT	1	Database management	Online	NPTEL	8 Weeks	RS 1100/-	Yes	IIT Kharagpur
	2	Python Data Structures	Online	edX	7 weeks	Rs 3,669/-	Yes	MichiganX
	3	Introduction to the Internet of Things	Online	edX	6 weeks	Rs 3661/-	Yes	UPValenciaXs
	4	Machine learning	Online	Coursera	11 Weeks	Rs 4406/-	Yes	Stanford
	5	Building Web Applications in PHP	Online	Coursera	8 weeks	Rs 3659-	Yes	University of Michigan
	6	Cybersecurity and Its Ten Domains	Online	Coursera	7 weeks	Rs 2165/-	Yes	University System of Georgia
	7	HTML, CSS and Java Script for Web Developers	Online	Coursera	5 weeks	Rs 4406/-	Yes	Hopkins University
	8	IOS- App Development with swift	Online	Coursera	4 weeks	Rs 3,659/-	Yes	Toronto University

	9	JAWA script, Jquery & JSON	Online	Coursera	4 weeks	Rs 3,659/-	Yes	University of Michigan
	10	The UNIX workbench	Online	Coursera	4 weeks	Rs 2165/-	Yes	Hopkins University
Architecture	1	Zero-Energy design: an approach to make your building sustainable	Online	edX	7 Weeks	Rs 3744/-	Yes	DelftX
Architecture	2	Sustainability in architecture and inter disciplinary introduction	Online	edX	4 Weeks	Rs 3744/-	Yes	UPvalenciaXs
Security	1	Introduction to Forensic Science	Online	Coursera	8 weeks	Rs 2165/-	certificate charges Yes	Nayang Technological University
	2	Hacking & Patching	Online	Coursera	4 weeks	Rs 3659/-	Yes	University of Colorado System
	3	Secure Networked System with Firewall and IDS	Online	Coursera	3 weeks	Rs 3659/-	Yes	University of Colorado System
Legal	1	Online course in IPR and Cyber-Laws	Online	Indian Law Institute	3 Months	Rs 7500/-	Yes	UGC

Finance	1	Management Accounting	online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Roorkee
	2	Financial Accounting	online	NPTTEL	8 Weeks	Rs 1100/-	Yes	IIT Bombay
	3	Cost Accounting	online	NPTTEL	4 Weeks	Rs 1100/-	Yes	IIT Bombay
	4	Operations Management	online	edX	7 Weeks	Rs 11233/-	Yes	IIMBx and Indian Institute of Management, Bangalore
Finance	5	Corporate Finance	online	edX	5 Weeks	Rs 11233/-	Yes	IIMBx and Indian Institute of Management, Bangalore
Civil & Design	1	Advanced Concrete Technology	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Madras
	2	Design of Reinforced Concrete Structures	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Kharagpur
	3	Design of Steel Structures	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Kharagpur
	4	Design of Masonry Structures	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Madras

Civil & Design	5	Foundation Engineering	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Kharagpur
	6	Glass in buildings : Design and applications	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Madras
	7	Strength of Materials	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Kharagpur
	8	Structural analysis-I	Online	NPTTEL	12 weeks	RS 1100/-	Yes	IIT Karagpur
	9	Introduction to Multimodal Urban Transportation Systems (MUTS)	online	NPTTEL	12 weeks	Rs 1100/-	Yes	IIT Kharagpur
	10	Urban Land use and transportation planning	online	NPTTEL	12 Weeks	Rs 1100/-	Yes	IIT Kharagpur
	11	Infrastructure Development, PPPs and Regulation	online	Edx	6 Weeks	Rs 7391/-	Yes	IIMBx
	12	Urban governance and Development Management (UGDM)	online	NPTTEL	12 Weeks	Rs 1100/-	Yes	IIT Roorkee

Civil & Design	13	Project Management of Engineering Projects: Preparing for Success	Online	Edx	10 Weeks	Rs 7391/-	Yes	TuDelftX
	14	Matrix Method of Structural Analysis	Online	NPTEL	8 weeks	RS 1100/-	Yes	IIT Karagpur
	15	Construction Project Management	online	Coursera	4 weeks	Rs 3659/-	Yes	Columbia University
	16	Building Materials and Composites	online	NPTEL	8 weeks	Rs 1100/-	Yes	IIT Kharagpur
	17	Construction Cost Estimating and Cost Control	Online	Coursera	5 weeks	Rs 3,659	Yes	Columbia University
	18	Project Planning & Control	online	NPTEL	8 Weeks	Rs 1100/-	Yes	IIT Madras
	19	Reinforced Concrete Road Bridges	Online	NPTEL	4 weeks	RS 1100/-	Yes	IIT Kharagpur
	20	Introduction to Urban Geo-Informatics	Online	edx	6 weeks	Rs 3744/-	Yes	The Hong Kong Poly-technique University
	21	Urban design for the Public Good : Dutch Urbanism	online	edX	8 weeks	Rs 3744/-	Yes	Tu DelftX

	22	Managing Building Adaptation: A Sustainable approach	online	edX	6 Weeks	Rs 3744/-	Yes	Tu DelftX
	23	Smart Cities, Management of smart urban Infrastructures	online	edX	6 weeks	Rs 3669/-	Yes	EpfiX
	24	Eco Design for Cities & Suburbs	online	edX	6 weeks	Rs 7414/-	Yes	UbcX
	25	Urban Infrastructure Management	online	edX	5 weeks	Rs 3669/-	Yes	EpfiX
	26	Introduction to Engineering and Design	online	edX	3 Weeks	Rs 3669/-	Yes	BrownX

PROFORMA A
APPLICATION FOR INTIMATION AND RESIGNATION

(Ref: Note dated 14.06.2018)

S.No	Particulars	Details to be filled employee or by controlling Dept	Comments of HR / Finance / Dealing Department
1	Name of the employee		
2	Emp. No		
3	Designation		
4	Working with Deptt. / Place of Posting		
5	Pay scale		
6	Date of Joining DMRC		
7	Are you under Service Bond period		
8	If Yes, fill the details of your bond conditions. If No, pls write NIL		
9	Mobile No. of employee		
10	Email address of employee		
11	Present residential address of employee		
12	Permanent residential address of employee		
13	Name of your Controlling officer Mobile No		
14	Date of intimation of resignation (fill the date on which you are Submitting this form)		
15	Date of end of your notice period (90 days) from the intimation date		
16	Do you want early relieving (Yes/No)		
17	If you want early relieving, indicate the date on which you want to be relieved		

S.No	Particulars	Details to be filled employee or by controlling Dept in blank space	Comments of HR / Finance / Dealing Department
18	Reason for resignation		
19	Educational Qualification in service record		
20	Short Notice period amount, bond amount, training cost payable by you.		
21	Indicate loan or advances 1. HBA Rs..... 2. MPA Rs..... 3. Laptop Adv. Rs..... 4. Veh. Adv. Rs..... 5. DECCS Rs..... 6. Med./LTC Adv Rs.		
22	Your Sureties for Loans, if any		
23	Any item like tools / Computers / Laptop / Library Books in your name		
24	Nominated officer / employee to take temporary charge from you.		
25	Have you undergone any foreign training and signed the bond		
26	Child care leave and maternity leave and EOL taken in last 02 years		
27	Have you resigned in last 12 months (Yes / No)		

I hereby submit that the details given as above are correct and my resignation from the services of DMRC may be accepted. I may be relieved from the services (Last working day in DMRC) w.e.f.....

Dated

(Signature of the employee)

Controlling Officer of Employee and his / her comment:

Dy. HOD: with comments and D&AR Clearance:

HOD

PROFORMA B

No. DMRC/Estt./PF/-----/201.

Dated :

NOTE

Sub: Acceptance of resignation.

Please refer your letterdated..... vide which you have given an intimation of 90 days and want your resignation to be accepted.

It is informed that the Competent Authority has accepted your request for resignation from the services of DMRC in principle subject to clearance of all dues. You will be relieved from the services on..... subject to-

- a) No D&AR/Vigilance case pending on the date of relieving.
- b) Submission of No dues certificate from all the concerned departments before the date of relieving.
- c) Subject to your not taking any leave (other than CL/RH) during the notice period.

You will also collect absentee statement from your Department and would submit the same to HR department, one day before your relieving.

AM / Manager / HR

Dy. HoD/HR

C/- Concerned Employee

Copy to:

- HoD / Dy. HoD of the employee – for information
- No dues mail group – For sending no dues on the specified mail. Please send hard copy also to HR department.

PROFORMA C

NO DUES CERTIFICATE (for Project and O&M employees)

1	Name	
2	Emp. No.	
3	Designation	
4	Department	
5	Controlling Officer	
6	Pay Scale	
7	Basic Pay	
8	Date of Joining DMRC	
9	Date of leaving	
10	Reason for leaving	
11	Date of submission of resignation (if applicable)	
12	Notice period served, if any (if applicable)	
13	Bond amount, if any (if applicable)	
14	Whether any training provided by DMRC (including Induction Course or any other course) (in India / abroad)	
15	Whether any other Bond submitted to DMRC other than the Joining Bond.	
16	Leave for the current month received from Dept.	
17	Advances availed from DMRC (HBA/Vehicle/Multipurpose/Laptop/DMRC Credit Society)	

If No Due Certificate is not received within a week's time quantifying the amount, if any to be recovered, it will be presumed that there is nothing outstanding against the employee and that his / her case will accordingly be processed further. Responsibility for not advising/timely advising the dues, will be on the Department concerned.

[HR Official Signature]

Name - _____

E.No. - _____

Further, I hereby declare that I have returned all the items issued to me and there is nothing outstanding against my name. I have given Surety for the following employees –

S. No.	Type of Advance	Name, E.No. of employee for whom Surety is given	Name, E.No. of employee for whom Surety is given	Signature of concerned HR official, with E.No.
1	HBA Advance			
2	Vehicle Advance			
3	Multipurpose Advance			
4	Laptop Advance			
5	DMRC Credit Society			

Name – _____

E. No. - _____

Designation - _____

Sign. Of the employee - _____

Date - _____

Contd....

NO DUES CERTIFICATE (for Project and O&M employees)

Project Employees			O&M Employees		
	Sign	E. No		Sign	E. No
Controlling Officer (HoD / Dy. HoD level)			Controlling Officer (HoD / Dy. HoD level)		
DMRC Quarters / Lease (in case of employees residing in DMRC staff quarters or lease) *					
Company Secretary (for Staff Quarters / Lease)*			Company Secretary (for Staff Quarters / Lease)*		
Manager / HR / O&M (for Staff Quarters)*			Manager / HR / O&M (for DMRC Quarters)*		
Admin Executive			Admin Executive		
			Branch Stores In-charge		
			Branch Supervisor		
			DGM/TO (SHPK)		
Library Metro Bhawan			Library Metro Bhawan		
Library Shastri Park			Library Shastri Park		
DMRA			DMRA		
Treasurer DECSS			Treasurer DECSS		
Medical ID card			Medical ID card		
Sr. DGM/IT			AFC wing		
Dy COS			Telecom. Wing		
Dy CSTE			IT (O&M)		
			IT (Project)		
			Stationery Stores Shastri Park		
Mgr/E&M			Mgr/E&M		
			Mgr/R (Shastri Park)		
Mgr/Revenue-SV4 card			Mgr/Revenue-SV4 card		
Mgr /Works			Mgr /Works		
CGM / Contract – For digital signature certificate (for AM & above)			CGM / Contract – for digital signature certificate (for AM & above)		
Dy HoD Finance / Books			Dy HoD Finance / Books		
Dy HoD Finance / Expenditure			Dy HoD Finance / Expenditure		
Dy HoD Finance/Establishment			Dy HoD Finance/Establishment		
HR Deptt. (for HBA, VA, MPA, PCA, FA, Medical Advance, Higher education incentive Bond, Deptt. training Bong, CCL Bond / Undertaking)			HR Deptt. (for HBA, VA, MPA, PCA, FA, Medical Advance, Higher education incentive Bond, Deptt. training Bong, CCL Bond / Undertaking)		
ERP/HR (Leaving Action)			ERP/HR (Leaving Action)		
ERP/HR (Leave Encashment)			ERP/HR(Leave Encashment)		
With respect to status of recoveries / release (with remarks)					
AM/Manager/HR (P)			AM/Manager/HR(O&M)		
Amount (Rs.)			Amount (Rs.)		
AM/Manager (Finance)			AM/Manager (Finance)		

The officials certifying the No Dues, may also indicate any other additional due(s), which is / are not mentioned above.

Name – _____

E. No. - _____

Designation - _____

Date: - _____

Sign. of the employee _____

NOTE – The duly filled in / signed No Dues Certificate must be submitted to HR deptt. for issuance of Relieving Order.

UNDERTAKING

(Ref: OFFICE ORDER No. PP/2248/2016 dated 04.08.2016)

I _____(Name), _____
(Designation), E.No. _____ in Grade Rs. _____
(CDA/IDA) working under _____(Controlling Officer),
DoJ DMRC _____ hereby declare that after acceptance of my resignation
and relieving from DMRC, I shall not join or take up any assignment with any
contractor, firm, Company having direct or indirect working relationship with DMRC
within 2 years of acceptance of my resignation.

Signature - _____

Name - _____

Designation - _____

Emp. No. - _____

PROFORMA E



DELHI METRO RAIL CORPORATION LTD.

(A JOINT VENTURE OF GOVERNMENT OF INDIA &
GOVT. OF DELHI)

CERTIFICATE OF SERVICE

1. Name
2. Designation at separation
3. Date of Birth
4. Qualification on record
5. Basic Pay & Grade at
(retirement / resignation /
termination / repatriation)
6. Date of initial Appointment & Grade
7. Worked in (Division/Discipline/Job)
8. Retired/Resigned/Terminated/Repatriated on
9. Reasons for separation
10. Leave due in credit: LAP LHAP
(for transferred or repatriated employees)

Dated: _____

(HR Officer)

DELHI METRO RAIL CORPORATION LTD.**Sub: Permission (NOC) for Online Courses**

1	Name:-	
2	Designation:-	
3	Department:-	
4	O&M/Project	
5	Date of Joining in DMRC:-	
6	Nature of Joining:- (Direct Recruitment/Contract/Deputation)	
7	Nature of duty performing:- Shift/General	
8	Date of joining Course:-	
9	Name of the Online Course:-	
10	Course fee:-	
11	Diploma, Degree, others:-	
12	Date of Completion of Course:-	
13	Generic Course/Specialized Course:-	
14	Duration: Minimum 3 weeks/Max 12 weeks:-	
15	Name of the Institute/University:-	
16	Affiliation & Certification: Reputed Universities/Institute (National/International):-	
17	Date of Online Course applied/continued/completed:-	

I hereby declare that the information given above is true and my duty hours in DMRC would not get disturbed in any case.

I may kindly be granted permission to enrol for Online Course.

Signature of the Employee
Emp. No:-
Mob. No:-
Posting
Place:- Date:-

Forwarded by

Category	Forwarding level	
For Non-Supervisors/Supervisors	AM/Manager	Signature:-
AM/Manager	Dy. HoD	Name:-
Dy. HoD	HoD	Design:-
HoDs	Director	Emp No:-
		Mob No:-



DELHI METRO RAIL CORPORATION LTD.

Revised format w.e.f. _____

Sub: Forwarding of Application / permission for outside employment for the calendar year* _____

S.No.	Particulars	Details		
1	Name			
2	Emp. No			
3	Designation			
4	Status of joining DMRC	Direct Recruit / On Contract / On Deputation		
5	Posted at			
6	Wing	O&M / Project		
7	Date of joining DMRC			
8	Service period condition – only for regular employees	Status	Service period completed	Yes / No
		Direct recruitment	3 years (Probation + Regular service)	
		Contract regularized employee	Probation complete	
		Absorption	2 years from date of absorption are complete	
9	Advt. No. and date of Advt.:			
10	Name of the Organization			
11	Name of the Post applied for:			
12	Basis of recruitment:	Direct recruitment / Deputation / Absorption / Contract		
13	Last date of receipt of application			
14	1 st /2 nd application in the calendar year: (*Calendar Year is from January to December).			

Date: _____

(Advt. Notification to be attached with this app. Form clearly showing the last date of receipt of Application)

Signature of employees

Mobile No. _____

Email Id- _____

D&AR status of the employee: _____

Controlling Officer Signature: _____

Name & Designation of Controlling Officer: _____

Phone No. - _____

Date: _____

Dy. HOD : _____

(Comments, if any) - _____

Recommendation of HOD : _____

(Remarks, if any) - _____

Duly filled in Form to be forwarded to –

• Sr. DGM / HR (for Project employees)

• Sr. DGM / HR (for O&M employee)

NOTE: (i) D&AR status to be stated. (ii) Application must be forwarded by HoD

DELHI METRO RAIL CORPORATION LTD.

Sub: Permission (NOC) for pursuing higher studies.

1. Name:-
2. Designation:-
3. Department:-
4. O&M/Project
5. Date of Joining in DMRC:
6. Nature of Joining:-(Direct Recruitment/Contract/Deputation)
7. Date of joining Course:
8. Name of the Study Course:
9. Diploma, Degree, others:
10. Date of Completion of Course:
11. Name of the Institute/University:
12. Correspondence/Part Time:
13. Duration:
14. Timing of Classes:
15. Nature of duty performing: Shift/General
16. Whether course is recognized by Govt. body like UGC, AICTE etc:
17. In case of new joining, please indicate whether the enrolment to the course has been done prior to joining DMRC or not.

I hereby declare that the information given above is true and my duty hours in DMRC would not get disturbed in any case. I may kindly be granted permission to pursue further studies.

Signature of the Employee

Emp. No

Mob No-

Posting

Place:

Date:-

Recommendation of concerned Controlling Officer (Only in case of Part Time).

He / She may be considered for giving permission to pursue “Part Time study” as he / she is not performing shift duties, which may likely affect the delivery of their duties

NOC for part time course will be considered, only after successful completion of 3 years regular service.

Controlling Officer

Name:

Designation:

Dy. HOD

Name:

Designation:

HOD

Name:

Designation:

Chapter - B

Conduct Discipline & Appeal Rules



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DMRC CONDUCT, DISCIPLINE AND APPEAL RULES

PART I - GENERAL

1. SHORT TITLE AND COMMENCEMENT

These rules may be called the DMRC Conduct, Discipline and Appeal Rules.

2. APPLICATION

These rules shall apply to all the employees, except:

- 2.1 Those in casual employment or paid from contingencies;
- 2.2 Those who are inducted on Contract (Re-Employment, Retainership basis, Consultant, Advisor, Post Retirement Contractual Engagement, Contract).

3. DEFINITIONS

In these rules, unless the context otherwise requires: -

- 3.1. 'Employee' means a person in the employment of the Corporation, other than those who are inducted on Contract (Re-Employment, Retainership basis, Consultant, Advisor, Post Retirement Contractual Engagement, Contract), but includes a person on deputation to the Corporation.
- 3.2. 'Corporation' means the Delhi Metro Rail Corporation Limited.
- 3.3. 'Board' means the Board of Directors of the Corporation and includes, in relation to the exercise of powers, any Committee of the Board/ Management or any officer of the Corporation to whom the Board delegates any of its powers.
- 3.4. 'Chairman / Managing Director' means the Chairman / Managing Director of the Corporation.
- 3.5. 'Government' means the Government of India/ State Government.
- 3.6. 'Competent Authority' means the Authority empowered by Board of Directors by any general or special rule or order to discharge the function or use the powers specified in the rule or order.
- 3.7. 'Disciplinary Authority' means the Authority specified in the Schedule – A appended to these rules, and competent to impose any of the penalties specified in Rule-40.
- 3.8. 'Appellate Authority' means the Authority specified in the Schedule - A appended to these Rules.
- 3.9. 'Reviewing Authority' means the Authority specified in the Schedule - A appended to these rules.
- 3.10. 'Family' in relation to an employee includes: -

- (i) Employee's Spouse; or,
 - (ii) Son (below the age of 25 years or till he gets married or employed, whichever is earlier); or,
 - (iii) Unmarried Daughter but not employed and dependent on the employee; or
 - (iv) Parents of the employee who are normally residing with him/her and wholly dependent upon the employee and the monthly combined income of the parents is not more than 15% of the Basic Pay of the DMRC employee concerned or Rs. 9000/- plus dearness relief thereon, whichever is more
- 3.11. 'Public Servant' shall mean and include a person, as mentioned in Section 21 of Indian Penal Code, as amended from time to time.

PART II - CONDUCT

4. GENERAL CONDUCT

4.1 Every employee of the Corporation shall at all times;

- (i) maintain absolute integrity;
- (ii) maintain devotion to duty;
- (iii) do nothing which is unbecoming of a public servant.

4.2 Every employee of the Corporation holding a supervisory / managerial post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his/her control and authority;

4.3 Prohibition of sexual harassment of women:

- (i) No employee shall indulge in any act of sexual harassment of any woman at any work place.
- (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 behavior (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 behavior 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*
- (iii) The cases of sexual harassment will be dealt as per the extant rules / guidelines of DOP&T, on the subject.

5. MISCONDUCT

Without prejudice to the generality of the term “misconduct”, the following acts of omission and commission shall be treated as ‘misconduct’: -

- 5.1 Theft, fraud or dishonesty in connection with the business or property of the Corporation or property of another person within the premises of the Corporation;

- 5.2 Taking or giving bribes or any illegal gratification;
- 5.3 Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his/her behalf by another person, which the employee cannot satisfactorily account for;
- 5.4 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;
- 5.5 Acting in a manner prejudicial to the interest of the Corporation;
- 5.6 Willful insubordination or disobedience, whether or not in combination with others or any lawful and reasonable order of his/her superior;
- 5.7 Absence without leave or overstaying the sanctioned leave for more than four consecutive days without sufficient grounds of proper or satisfactory explanation;
- 5.8 Habitual late or irregular attendance;
- 5.9 Neglect of work or negligence in the performance of duty including malingering or slowing down of work;
- 5.10 Damage to any property of the Corporation;
- 5.11 Interference or tampering with any safety devices installed in or around the premises of the Corporation;
- 5.12 Drunkenness or riotous or disorderly or indecent behavior in the premises of the Corporation or outside such premises where such behavior is related to or connected with employment;
- 5.13 Gambling within the premises of the establishment;
- 5.14 Smoking within the premises of the establishment where it is prohibited;
- 5.15 Collection, without the permission of the competent Authority, of any money within the premises of the Corporation except as sanctioned by any law of the land for the time being in force or rules of the Corporation;
- 5.16 Sleeping while on duty;
- 5.17 Commission of any act which amounts to a criminal offence involving moral turpitude;
- 5.18 Absence from the employee's appointed place of work without permission or sufficient cause;
- 5.19 Purchasing properties, machinery, stores etc. from or selling properties, machinery, stores, etc. to the Corporation without express permission in writing from the Competent Authority.
- 5.20 Omission of any act subversive of discipline or of good behavior;
- 5.21 Abetment of or attempt at abetment of any act which amounts to misconduct;
- 5.22 Sexual Harassment of Woman at Workplace
- 5.23 Non – disclosure of private foreign visits/ study, undertaken by employee or his/her family member(s), within two weeks of the foreign visit (inclusive of foreign education), undertaken by them.

6. EMPLOYMENT OF NEAR RELATIVES OF THE EMPLOYEES IN ANY CORPORATION OR FIRM ENJOYING PATRONAGE OF THE CORPORATION

- 6.1. No employee shall use his/her 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.
- 6.2. No employee shall, except with the previous sanction of the Competent Authority permit his/her son, daughter or any member of the family to accept employment with any Company or firm with which he has official dealings, or with any Company or firm, having official dealings with the Corporation. Where the acceptance of the employment cannot wait for 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.
- 6.3. No employee shall in the discharge of his/her 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/her family is employed in that Company or firm or under that person or if he or any member of his/her family is interested in such matter or contract in any other manner and the employee shall refer every such matter or contract to the superior official and the matter or the contract shall thereafter be disposed of according to the instructions of the Authority to whom the reference is made.

7. TAKING PART IN DEMONSTRATION

- 7.1 No employee of the Corporation shall engage him/herself or participate in any demonstration which involves incitement to an offence.
- 7.2 No employee of the Corporation shall engage him/herself in the following kinds of activities:
- (a) be an office bearer of a political party or an organization which takes part in politics;
 - (b) take part in or assist in any manner in any movement/agitation or demonstration of a political nature;
 - (c) take part in an election to any legislature or local Authority;
 - (d) canvass in any election to any legislature or local Authority.

8. CONNECTION WITH MEDIA (PRESS, TV CHANNEL, RADIO, INTERNET MULTIMEDIA ETC.)

- 8.1 No employee of the Corporation shall, except with the previous sanction of the Competent Authority, own wholly or in part, or conduct or participate in the editing or management of any newspapers or other periodical publication.
- 8.2 No employee of the Corporation shall, except with the previous sanction of the Competent Authority (the prescribed Authority), or in the bonafide discharge of his/her duties, participate in a radio broadcast/competitions on TV channels or contribute any article or write any letter either in his/her own name or anonymously, pseudonymously, or in the name of any other person, to any newspaper or periodical or digital or social media platforms/blogs/vlogs/small duration videos; provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary artistic or scientific character.
- 8.3 No employee of the Corporation shall, except with the previous sanction of the Competent Authority upload any matter on internet. Provided that no such sanction shall be required if material/ contribution is of a purely literary artistic or scientific character.
- 8.4 No employee of the Corporation shall, except with the previous sanction of the Competent Authority is permitted to take part in any show or act in the film.

9. CRITICISM OF GOVERNMENT AND THE CORPORATION

No employee shall, in any radio broadcast/TV show/ internet/ social media or any document published under his/her 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 Government or of the Corporation, or
- b. which is capable of embarrassing the relations between the Corporation and the public.
 - (i) provided that nothing in these rules shall apply to any statement made or views expressed by an employee, of purely factual nature which are not considered to be of a confidential nature, in his/her official capacity or in due performance of the duties assigned to him/her.
 - (ii) provided further that nothing in these rules shall apply to bonafide expression of views by him/her as an office bearer of a recognized trade Union for the purpose of safeguarding the conditions of service of such employees or for securing any improvement.

10. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY

- 10.1 Save as provided in sub-rule (3), no employees of the Corporation shall except, with the previous sanction of the competent Authority, give evidence in connection with any enquiry conducted by any person, committee or Authority.

10.2 Where any sanction has been accorded under sub-rule (1), no employee giving such evidence shall criticize the policy or any action of the Central Government or of State Governments, or of the Corporation.

10.3 Nothing in this rule shall apply to-

- i. evidence given at any enquiry before an authority appointed by the Government, Parliament or a State Legislator or any Company;
- ii. evidence given in any judicial enquiry; or
- iii. evidence given at any departmental enquiry ordered, by authorities subordinate to the Government.

11. UNAUTHORIZED COMMUNICATION OF INFORMATION

No employee shall, except in accordance with any general or special order of the Corporation or in the performance in good faith of the duties assigned to him/her, communicate, directly or indirectly, any official document or any part thereof to any officer or other employee, or any other person to whom he is not authorized to communicate such document or information.

12. GIFTS

Save as otherwise provided in these rules, no employee of the Corporation shall accept or permit any member of his/her family or any other person acting on his/her behalf, to accept any gift.

Explanation: The expression 'Gift' shall include free transport, boarding, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with the employee.

Note: -

1. An employee of the Corporation shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealings with him/her.
2. On occasions such as weddings, anniversaries, funerals or religious functions, when the making of gifts is in conformity with the prevailing religious or social practices, an employee of the Corporation may accept gifts from his/her near relatives but he shall make a report to the Competent Authority if the value of the gift exceeds ₹25,000 in the case of Executives and ₹15,000/- in the case of Non-Executives;
3. On such occasions as are specified in sub-rule (2), an employee of the Corporation may accept gifts from his/her personal friends having no official dealings with him/her, but he

shall make a report to the competent Authority if the value of any such gift exceeds ₹1,500/- in the case of Executives and Non-Executives.

4. In any other case, an employee of the Corporation shall not accept or permit any other member of his/her family or any other person acting on his/her behalf to accept any gifts without the sanction of the competent authority if the value thereof exceeds ₹1,500/- in the case of Executives and Non-Executives;

Provided that when more than one gift has been received from the same person/firm within a period of 12 months, the matter shall be reported to the competent authority if the aggregate value of the gifts exceeds ₹25,000/- and ₹15,000/- in case of Executives and Non-Executives respectively.

12A. DOWRY

No employee of the Corporation shall:

- (i) give or take or abet the giving or taking of dowry; or
- (i) demand, directly or indirectly, from the parents or guardian of a bride or bridegroom, as the case may be, any dowry.

Explanation: For the purpose of this rule 'dowry' has the same meaning as in the Dowry Prohibition Act, 1961 (28 of 1961), or as amended from time to time.

13. PRIVATE TRADE OR EMPLOYMENT

- 13.1 No employee of the Corporation 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 special or charitable nature or occasional work of a literary, artistic or scientific character subject to the condition that his/her official duties do not thereby suffer.
- 13.2 Every employee of the Corporation shall report to the competent Authority if any member of his/her family has engaged in a trade or business or owns or manages an insurance agency or commission agency.
- 13.3 No employee of the Corporation shall, without the previous sanction of the competent Authority, except in the discharge of his/her official duties, take part in the registration, promotion or management of any bank or other Corporation/ Company which is required to be registered under the Companies Act, 2013 or other law for the time being in force or any cooperative society for commercial purposes. Provided that any employee of the Corporation may take part in the registration, promotion or management of a Consumer/House Building Cooperative Society substantially for the benefit of the employees

of the Corporation, registered under the Cooperative Societies Act, 1912 (2 of 1912) or any other law for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860) or any corresponding law in force.

- 13.4 No employee of the Corporation may accept any fee or any pecuniary advantage for any work done by him/her for any public body or any private person without the sanction of the Competent Authority.

14. INVESTMENT, LENDING AND BORROWING

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 him/herself under pecuniary obligation to any person with whom he was or is likely to have official dealings or permit any borrowing, lending or pecuniary obligation in his/her name or for his/her benefit or for the benefit of any member of his/her family.

15. INSOLVENCY AND HABITUAL INDEBTEDNESS

- 15.1 An employee of the Corporation shall avoid habitual indebtedness unless he proves that such indebtedness or insolvency is the result of circumstances beyond his/her control and does not proceed from extravagance or dissipation.
- 15.2 An employee of the Corporation who applies to be, or is adjudged or declared insolvent shall forthwith report the fact to his/her competent Authority.

16. PERMISSION TO TRANSACT MOVABLE, IMMOVABLE AND VALUABLE PROPERTY

- 16.1 No employee of the Corporation shall except with the prior approval in the prescribed form of the Competent Authority, acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift, or otherwise, either in his/her own name or in the name of any member of his/her family.
- 16.2 Employee shall not speculate in any stock, share or other investment and that the frequent purchase or sale or both, of shares, securities or other investments shall be deemed to be speculation within the meaning of this sub-rule.
- 16.3 No employee of the Corporation 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/her subordinate.
- 16.4 Every employee of the Corporation shall report to the Competent Authority every transaction concerning movable property owned or held by him/her and member of his/her family, if the value of such property is equal to or exceeding two times of his/her Basic Pay. An intimation shall also be made (on the proforma) where cumulative transaction i.e. sale, purchase or both in shares debentures or mutual funds etc. in a year equal to or exceeding two times of his/her Basic Pay.

Further, expenditure incurred in visiting countries abroad as well as on children's education abroad also needs to be intimated as such expenditures normally exceed the limit two times of Basic Pay. Henceforth, such expenditures on foreign visits and children's education abroad should also be intimated under this rule.

Explanation No.1

The term "every transaction concerning movable property owned or held by him/her" includes all transactions of sale or purchase. For purpose of this sub-rule, the definition of movable property would include:

- (a) Jewelry and Insurance policy premium, which is equal to or exceeding two times of his/her Basic Pay;
- (b) shares, securities and debentures;
- (c) loans advanced by such employee whether secured or not;
- (d) motor cars, motor cycles, horses or any other means of conveyance; and
- (e) refrigerators, radios, TV sets and computers etc.

Explanation No: 2

Transaction entered into by the spouse or any other member of family of an employee of the Corporation out of his/her or her own funds (including Stridhan gifts, inheritance etc.) as distinct from the funds of the employee of the Corporation him/herself, in his/her or her own name and in his/her or her own right, would not attract the provisions of the above sub-rules.

- (a) Every employee shall, on first appointment in the Corporation submit a return of assets and liabilities in the prescribed form giving the particulars regarding: -
 - (i) the immovable property inherited by him/her, or owned or acquired by him/her, held by him/her on lease or mortgage, either in his/her own name or in the name of any member of his/her family or in the name of any other person;
 - (ii) shares, debentures, and cash including bank deposits inherited by him/her or similarly owned, acquired, or held by him/her;
 - (iii) other movable property inherited by him/her or similarly owned acquired or held by him/her if the value of such property is equal to or exceeding two times of his/her Basic Pay of the employee;
 - (iv) debts and other liabilities incurred by him/her directly or indirectly;
 - (v) every employee shall, beginning 1st January, submit a return of immovable property inherited owned/acquired once in every year.
- (b) 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/her or on his/her behalf or by any

member of his/her 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.

17. CANVASSING OF NON-OFFICIAL OR OTHER INFLUENCE

No employee shall bring or attempt to bring any outside influence to bear upon any superior Authority to further his/her interests in respect of matters pertaining to his/her service in the Corporation.

The employees should not approach Members of Parliament or State Legislatures or other political/ outside authorities to sponsor their cases in respect of service matters, including D&AR matters. In case of violation, the following action will be taken against the concerned DMRC employee for approaching Members of Parliament or State Legislatures/ other Political authorities for sponsoring individual cases: -

- (i) DMRC employee violating the aforesaid provision of the Conduct Rule for the first time will be counseled and warned by the appropriate Disciplinary Authority, to desist from approaching Members of Parliament/ Members of State Legislature etc. to further his/her interest in respect of matters pertaining to his/her service conditions. A copy of this warning letter will also be placed in the ACR/ APAR dossier of the employee concerned.
- (ii) If he/ she is found guilty of violating the aforesaid provisions of the Conduct Rules second time despite the issue of warning on the first occasion, Disciplinary action will be initiated against him/her for major penalty by the appropriate Disciplinary Authority under the provision of DMRC Conduct, Discipline & Appeal Rules, and deterrent punishment may be awarded.

18. BIGAMOUS MARRIAGES

18.1 No employee shall enter into, or contract marriage with a person having a spouse living, and

18.2 No employee, having a spouse living, shall enter into or contract a marriage with any person.

Provided that the Corporation may permit an employee to enter into a contract with any such marriage as is referred to in clause (1) or clause (2), if it is satisfied that:-

- (i) such marriage is permissible under the Personal Law applicable to such employee and the other party to the marriage; and
- (ii) there are other grounds for so doing.

18.3 If an employee has married a person other than that of Indian Nationality, he shall forthwith intimate the fact, to the Corporation.

19. CONSUMPTION OF INTOXICATING DRINKS & DRUGS

19.1 Every employee shall abide by any law relating to intoxicating drinks or drugs in force in any area in which he may happen to be for the time being.

- 19.2 Not be under the influence of any intoxicating drink or drug during the course of his/her duty and shall also take due care that the performance of his/her duties at any time is not affected in any way by the influence of such drink or drug.
- 19.3 Refrain from consuming any intoxicating drink or drug in a public place.
- 19.4 Not appear in a public place in a state of intoxication.
- 19.5 Not use any intoxicating drink or drug in excess.

Explanation: For the purpose of this rule, “Public Place” means any place or premises (including clubs, even exclusively meant for members where it is permissible for the members to invite non-members as guests, bars and restaurants, conveyance) to which the public have or are permitted to have access, whether on payment or otherwise.

20. CODE OF VALUES & ETHICS FOR DMRC EMPLOYEES

Statement of Purpose: DMRC’s management practices and business conduct shall benefit the country, localities and communities in which it operates, and shall be in accordance with the laws of the land.

Preamble: Values are intrinsic to our lives; they add strength to our character and righteousness of our belief.

21. NATIONAL INTEREST

DMRC shall not undertake any project or activity to the detriment of the wider interests of the communities in which it operates.

22. EQUAL OPPORTUNITIES EMPLOYER

DMRC shall provide equal opportunities to all its employees and all qualified applicants for employment without regard to their race, caste, religion, colour, ancestry, marital status, gender, sexual orientation, age, nationality or disability. Human resource policies shall promote diversity and equality in the workplace, as well as compliance with all local labour laws, while encouraging the adoption of international best practices.

All the employees of DMRC shall be treated with dignity and in accordance with the DMRC policy of maintaining a work environment free of all forms of harassment, whether physical, verbal or psychological. Employee policies and practices shall be administered in a manner consistent with applicable laws and other provisions of this Code, respect for the right to privacy and the right to be heard, and that in all matters equal opportunity is provided to those eligible and decisions are based on merit.

23. GIFTS AND DONATIONS

DMRC and its employees shall neither receive nor offer or make, directly or Indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of its business.

DMRC shall make all efforts to eliminate all forms of bribery, fraud and corruption.

DMRC and its employees may accept and offer nominal gifts, provided such gifts are customarily given and/or are of a commemorative nature.

24. HEALTH, SAFETY AND ENVIRONMENT

DMRC shall strive to provide a safe, healthy, clean and ergonomic working environment for its people.

25. QUALITY OF PRODUCTS AND SERVICES

DMRC shall offer services of world class quality standards, consistent with the requirements of its customers, while striving for their total satisfaction. The quality standards of the services shall meet applicable national and international standards.

26. CORPORATE CITIZENSHIP

DMRC shall be committed to good corporate citizenship, not only in the compliance of all relevant laws and regulations but also by actively assist in the improvement of quality of life of the people in the communities in which it operates.

27. THIRD PARTY REPRESENTATION

Agencies having business dealings with DMRC, such as consultants, contractors and vendors, shall not be authorized to represent DMRC without the written permission of DMRC.

Third parties and their employees are expected to abide by the Code in their interaction with, and on behalf of DMRC.

28. ETHICAL CONDUCT

Every employee of DMRC shall deal on behalf of the company with professionalism, honesty and integrity, while conforming to high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be so by third parties.

Every employee shall be responsible for the implementation of and compliance with the Code in his/her environment. Failure to adhere to the Code could attract provisions of the Conduct Rules.

Every employee shall always punctually turn up on duty, sober and smartly dressed.

29. REGULATORY COMPLIANCE

Employees of a DMRC in their business conduct, shall comply with all applicable laws and regulations, in letter and spirit, In all the territories in which they operate. If the ethical and professional standards of applicable laws and regulations are below that of the Code, then the standards of the Code shall prevail.

As good governance practice employee shall safeguard the confidentiality of all information received by them by virtue of their position.

30. CONCURRENT EMPLOYMENT

Consistent with applicable laws, an employee of DMRC shall not, without the requisite, officially written approval of the company, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide freelance services to anyone.

31. CONFLICT OF INTEREST

An employee of DMRC shall always act in the interest of the company, and ensure that any business or personal association which he/she may have does not involve a conflict of interest with the operations of the company and his/her role therein.

32. SECURITIES TRANSACTIONS AND CONFIDENTIAL INFORMATION

An employee of DMRC and his/her immediate family shall not derive any benefit or counsel, or assist others to derive any benefit, from access to and possession of information about the company or group or its clients or suppliers that is not in the public domain and, thus, constitutes unpublished insider information.

33. PROTECTING COMPANY ASSETS

The assets of DMRC shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources, as well as intangible assets such as information technology and systems, proprietary information, intellectual property, and relationships with customers and suppliers.

34. INTEGRITY OF DATA FURNISHED

Every employee of DMRC shall ensure, at all times, the integrity of data or information furnished by him/her to the Corporation. He/she shall be entirely responsible in ensuring that the confidentiality of all data is retained and in no circumstance transferred to any outside person/ party in the course of normal operations without express guidelines from or, the approval of the management. The DMRC's Information Security Policy, 2019, or as amended from time to time, shall be complied with, by all the employees.

35. REPORTING SYSTEMS

Every employee of DMRC shall promptly report to the management, when she/he becomes aware of any actual or possible violation of the Code or an event of misconduct, act of misdemeanor or act not in the DMRC's interest.

36. IMMUNITY

Every employee of DMRC shall be law abiding and will not embarrass the organization in any way.

No employee of DMRC will initiate any legal action against DMRC or any of its employees without exhausting departmental avenue and prior approval of the Management.

PART III - DISCIPLINE

37. SUSPENSION

37.1 The appointing Authority or any Authority to which it is subordinate or the Disciplinary Authority or any Authority empowered in that behalf by the Management by general or special order may place on employee under suspension: -

- a) where Disciplinary proceedings against him/her is contemplated or is pending; or
- b) where a case against him/her in respect of any criminal offence is under investigation or trial.

37.2 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 time and date of detention by an order of the Disciplinary Authority and shall remain under suspension, until further orders.

- 37.3** Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee under suspension is set aside in 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, removal or compulsory retirement and shall remain in force until further orders.
- 37.4** Where a penalty of dismissal, removal or compulsory retirement from service imposed upon a Government servant 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 a consideration of the circumstances of the case, decides to hold a further inquiry against him/her 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 Competent Authority from the date of the original order, until further orders.
- 37.5** An order of suspension made or deemed to have been made under this Rule may at any time be revoked by the authority, which made or is deemed to have made the order or by any authority to which that authority is subordinate.
- 37.6** (i) An order of suspension made or deemed to have been made under these Rules shall be reviewed by the competent Authority on recommendation of a Review Committee, constituted for this purpose. It is also being provided that an order of suspension made or deemed to have been made under Sub-rule-37.1 and 37.2 of these rules shall not be valid after 90 days unless it is extended after review for a further period before the expiry of 90 days. It is further being provided that extension of suspension shall not be for a period exceeding 180 days at a time.
- (ii) It is, therefore necessary to constitute Review Committee(s) to review the suspension cases. The composition of Review Committee(s) shall be as under: -
- (a) The case, when Disciplinary Authority is of Assistant Manager level and above up-to Dy. HOD level: -
- The Disciplinary Authority, the Appellate Authority and another officer of the level of Disciplinary Authority/ Appellate Authority from the same department or from another department.
- (b) The case, when Disciplinary Authority is of General Manager/ HOD level: -
- The Disciplinary Authority and two officers of the level of General Manager/HOD, who are equivalent or higher in rank than the Disciplinary Authority, from the same department or from another department, in a case where the Appellate Authority is the Managing Director.
- (c) The case, when Disciplinary Authority is of Director level:-
- Three officers of the level of Directors, who are higher in rank than the suspended official from the same Department/ Office or from another department (in case another officer of

same level is not available in the same office), in case where the Disciplinary/ Appellate Authority is the Managing Director.

- (iii) The Review Committee(s) may take a view regarding revocation/ continuation of the suspension keeping in view of the facts and circumstances of the case and also taking into account that unduly long suspension, while putting the employee concerned to undue hardship, involve payment of Subsistence Allowance without the employee performing any useful service to the Corporation, without prejudice to the foregoing, if the employee has been under suspension for one year without any charges being filed in a court of law or no charge memo has been issued in a departmental enquiry, he shall be ordinarily be re-instated in service without prejudice to the case against him/her. However, in case the employee is in police/ judicial custody or is accused of a serious crime or a matter involving national security, the Review Committee may recommend the continuation of the suspension of the official concerned.
- (iv) It is further provided that, no such review of suspension shall be necessary in the case of deemed suspension under Sub-rule- 37.2, if the employee continues to be under detention at the time of completion of ninety days of suspension and the ninety days period for review in such cases will count from the date the employee detained in custody is released from detention or the date on which the fact of his/her release from detention is intimated to his/her appointing Authority, whichever is later.
- (v) The report of the Review Committee shall be put-up to the concerned HOD/ Director/ Managing Director, as per Schedule of Power, for approval.

38. SUBSISTENCE ALLOWANCE

38.1 An employee under suspension shall be entitled to draw subsistence allowance equal to 50% of his/her 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 employee continues to meet the expenditure for which the allowance was granted.

- a. When 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: the amount of subsistence allowance may be increased to 75% of basic pay and allowance thereon, if in the opinion of said Authority, the period of suspension has been prolonged for reasons, to be recorded in writing, not directly attributable to the employee under suspension.
- b. the amount of subsistence allowance may be reduced to 25% of basic pay and allowance 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.

38.2 If any employee is arrested by the police on a criminal charge and bail is not granted, no subsistence allowance is payable. On grant of bail if the competent Authority decides to continue the suspension, the employee shall be entitled to subsistence allowance from the date he is granted bail.

39. TREATMENT OF THE PERIOD OF SUSPENSION

39.1 When the employee under suspension is reinstated, the Competent Authority may grant him/her 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 40, the full pay and allowances, which he would have been entitled to if he had not been suspended, less the subsistence allowance already paid to him/her; and
- b. If otherwise, such proportion of pay and allowances as the Competent Authority may prescribe.

39.2 In a case falling under Sub-clause (a) the period of absence from duty will be treated as a period spent on duty. In case falling under Sub-clause (b) it will not be treated as a period spent on duty unless the Competent Authority so directs. The Disciplinary Authority shall clearly specify the manner of treatment of the period under suspension.

40. PENALTIES

40.1 The following penalties may be imposed on an employee, as herein provided, for misconduct committed by him/her or her or for any other good and sufficient reasons.

Minor Penalties -

- (i) Censure;
- (ii) Withholding of his/her promotion;
- (iii) Recovery from his/her pay of the whole or part of any pecuniary loss caused by him/her to the Corporation by negligence or breach of orders;
- (iv) Reduction to a lower stage in the time-scale of pay by one stage for a period not exceeding three years, without cumulative effect and not adversely affecting his/her terminal benefits;
- (v) Withholding of increments of pay;

Major Penalties –

- (vi) [save as provided for in clause (iv)], Reduction to a lower stage in the time-scale of pay for a specified period, with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of his/her pay;
- (vii) Reduction to a lower time-scale of pay, grade, post or service, with or without further directions regarding conditions of restoration to the grade or post or service from which the DMRC employee was reduced and his seniority and pay on such restoration to that grade, post or service;
- (viii) Compulsory Retirement;
- (ix) Removal from service which shall not be a disqualification for future employment under the Government or PSUs;
- (x) Dismissal from service which shall ordinarily be a disqualification for future employment under the Government or PSUs.

Provided that in cases of persons found guilty of any act or omission resulted or would have, ordinarily, resulted in collision of trains one of the penalties specified in Clause (ix) and (x) shall ordinarily be imposed and in cases of passing Railway signals at danger, one of the penalties specified in Clauses (vi) to (x) shall, ordinarily, be imposed and where penalty is not imposed the reasons thereof shall be recorded in writing

Provided that, in every case in which the charge of possession of assets disproportionate to known-source of income or in cases of person found guilty of having accepted or having obtained from any person of any gratification, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act is established, the penalty mentioned in clause (ix) or clause (x) shall be imposed. Provided further that in any exceptional case and for special reasons recorded in writing, any other penalty may be imposed.

40.2 For guidance of all Disciplinary Authorities, it is to mention that the cases in which there is reasonable ground to believe that a penal offence has been committed by a DMRC employee but the evidence forthcoming is not sufficient for prosecution in a Court of Law will warrant issue of a charge sheet. Further, for following matters also major D&AR will normally be initiated: -

- (i) Possession of disproportionate assets.
- (ii) Obtaining or attempting to obtain illegal gratification.
- (iii) Misappropriation of Government property, money or stores.

- (iv) Obtaining or attempting to any valuable thing or pecuniary advantage without consideration for a consideration which is not adequate.
- (v) Falsification of DMRC records.
- (vi) Gross irregularity or negligence in the discharge of official duties with a dishonest motive.
- (vii) Misuse of official position or power for personal gains.
- (viii) Disclosure of secret or confidential information even though it does not fall strictly within the scope of the Official Secret Act.
- (ix) False claims like TA/DA, LTC/ Medical claim etc.
- (x) Serious acts of misbehavior with Metro commuters.
- (xi) Acts of unsafe working resulting in grievous injury to Metro commuters.
- (xii) Passing signals at danger or an act which would have resulted in collision of trains.

Explanation

The following shall not amount to a penalty within the meaning of this Rule:

- a. withholding of increment of an employee on account of his/her work being found unsatisfactory or not being of the required standard, or for failure to pass a prescribed test of examination;
- b. stoppage of an employee at the efficiency bar in a time scale, on the ground of his/her unfitness to cross the bar;
- c. non-promotion, whether in an officiating capacity or otherwise, of an employee, to a higher post for which he may be eligible for consideration but for which he is found unsuitable after consideration of his/her case;
- d. 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/her conduct;
- e. reversion to his/her previous grade or post of an employee appointed on probation to another grade or post, during or at the end of the period of probation in accordance with the terms of appointment;
- f. replacement of services of an employee, whose services had been borrowed from the Government or any authority under the control of the Government;
- g. compulsory retirement of a Government servant in accordance with the provisions relating to his superannuation or retirement
- h. Termination of the services:
 - (i) of an employee appointed on probation, during or at the end of the period of probation, in accordance with the terms of his/her appointment;

- (ii) of an employee appointed in a temporary capacity otherwise than under a contract or agreement, on the expiration of the period for which he was appointed, or earlier in accordance with the terms of his/her appointment;
 - (iii) of an employee appointed under a contract or agreement in accordance with the terms of such contract or agreement; and
 - (iv) of any employee on reduction of establishment.
- i. any compensation awarded on the recommendation of the Complaints Committee referred to in the proviso to Rule 42 (2) and established in the Corporation for inquiring into any complaint of sexual harassment, within the meaning of Rule 4.3 of these Rules.

41. DISCIPLINARY AUTHORITY

The Disciplinary Authority, as specified in the Schedule - 'A', or any Authority higher than it, may impose any of the penalties specified in Rule 40 on any employee.

42. PROCEDURE FOR IMPOSING MAJOR PENALTIES

1. No order imposing any of the major penalties specified in Rule (vi) to (x) of Rule 40.1 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 inquire into, or appoint any inquiring authority / any public servant / retired public servant to inquire into the truth thereof. Provided that where there is a complaint of sexual harassment within the meaning of Rule 4.3 above, the Internal Complaints Committee, established in the Corporation, for inquiring into such complaints, shall be deemed to be the inquiring authority appointed by the disciplinary authority for the purpose of these rules and the Complaints Committee shall hold, if separate procedure has not been prescribed for the complaints committee for holding the inquiry into the complaints of sexual harassments, the inquiry as far as practicable in accordance with the procedure laid down in these rules.
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 charge are proposed to be sustained, shall be communicated in writing to the employee, who shall be required to submit within such time as may be specified by the Disciplinary Authority (not exceeding 15 days), a written statement whether he admits or denies any of or all the articles of charges.
4. On receipt of the written statement of the employee or if no such statement is received within the time specified, an inquiry may be held by the Disciplinary Authority itself, or by any

other public servant appointed as an Inquiring Authority under sub-clause (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 a public servant to be known as the "Presenting Officer" to present on its behalf the case in support of the articles of charge.
6. The employee may take the assistance of any other public servant / retired public servant but may not engage a legal Practitioner for the purpose unless the Presenting Officer appointed by the disciplinary authority is a legal practitioner, or the disciplinary authority, having regard to the circumstances of the case, so permits.
7. On the date fixed by 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 article 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 30 days, after recording an order that the employee may, for the purpose of preparing his/her defence:
 - a. inspect the documents listed with charge-sheet.
 - b. submit a list of additional documents and witnesses that employee wants to examine; and
 - c. be supplied with the copies of the statements of witnesses, if any, listed in the charge-sheet.

Note: Relevancy of the additional document and the witnesses referred to in sub-clause (b) & (c) above will have to be given by the employee concerned and the documents and the witnesses shall be summoned if the inquiring authority is satisfied about their relevance to the charges under inquiry.

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 requisition documents may claim privilege if the production of such documents will be against the public interest or the interest of the Corporation. 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 witness on any points on which they have been cross-examined, but not on a new matter, without the leave of the Inquiring Authority. The Inquiring Authority may also put such questions to the witnesses as it thinks fit.
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/her defence, orally or in writing as employee 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/herself in his/her own behalf if employee so prefers. The witnesses produced by the employee shall then be examined and shall be liable to cross-examination, re-examination and examination by the inquiring authority according to the provision applicable to the witnesses for the disciplinary authority.
15. The Inquiring Authority may, after the employee closes his/her case, and shall, if the employee has not examined himself/herself, generally question the employee on the circumstances appearing against the employee in the evidence for the purpose of enabling the employee to explain any circumstances appearing in the evidence against him/her.
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 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 the inquiry 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. and assessment of the evidence in respect of each article of charge;
 - d. the findings on each article of charge and the reasons therefor.

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

Provided that the findings on such article of charge shall not be recorded unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending oneself against such article of charge.

- ii. The inquiring 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-clause (i) above;
 - b. The written statement of defence if any submitted by the employee referred to in sub-rule (3);
 - 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.

43. ACTION ON THE INQUIRY REPORT

- 43.1** 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 42 as far as may be.
- 43.2** 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 favorable or not to the employee.
- 43.3** 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.
- 43.4** 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 that any of the penalties specified in Rule 40 should be imposed on the employee it shall, notwithstanding anything contained in Rule 44 make an order imposing such penalty.

44. PROCEDURE FOR IMPOSING MINOR PENALTIES

- 44.1** Where it is proposed to impose any of the minor penalties, specified in clauses (i), (ii), (iii), iv) and (v) of Rule 40, the employee concerned shall be informed in writing of the imputation of misconduct or misbehavior against him/her and given an opportunity to submit his/her 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.
- 44.2** The record of the proceeding shall include: -
- a. a copy of the statement of imputation of misconduct or misbehavior delivered to the employee;
 - b. his/her defence statement, if any; and

- c. the orders of the Disciplinary Authority together with the reason therefore.

45. COMMUNICATION OF ORDERS

Orders made by the Disciplinary Authority under Rule 43 or Rule 44 shall be communicated to the employee concerned, who shall also be supplied with a copy of: -

- i. its finding on each article of charge,

or

where the disciplinary authority is not the inquiring authority, a statement of the findings of the disciplinary authority together with brief reasons for its disagreement, if any, with the findings of the inquiring authority and;

- ii. a copy of the advice, if any, given by the Commission, and

- iii. where the disciplinary authority has not accepted the advice of the Commission, a brief statement of the reasons for such non-acceptance.

46. COMMON PROCEEDINGS

Where two or more employees are concerned in a case, the authority competent to impose a major penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceedings and the specified authority may function as the disciplinary authority for the purpose of such common proceedings.

47. SPECIAL PROCEDURE IN CERTAIN CASES

Notwithstanding anything contained in Rule 42 or 43 or 44, the Disciplinary Authority may impose any of the penalties specified in Rule 40 in any of the following circumstances:

- 47.1** The employee has been convicted on a criminal charge, or on the strength of facts or conclusions arrived at by a judicial trial; or
- 47.2** Where the Disciplinary Authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an inquiry in the manner provided in these rules; or
- 47.3** Where the Board is satisfied that in the interest of the security of the Corporation, it is not expedient to hold any inquiry in the manner provided in these rules. Provided that the employee may be given an opportunity for making representation in the penalty proposed to be imposed before any order is made in a case falling under clause (I).
- 47.4** Notwithstanding anything contained to the contrary in any other rules, the services of any employee shall be terminated by the Corporation if, the employee remains on unauthorized absence for sixty days or more and he fails to explain his/her conduct satisfactorily within 15 days from the date of receipt of the 'Show Cause Notice' by

him/her. The management shall be empowered to take a decision without resorting to further inquiries.

The decision in the above case would be taken by a Committee of officers at appropriate level to be constituted for this purpose by the Managing Director. The reasons for the decision would be recorded in writing. (Rule-19 of the General Conditions of Service Rules).

48. EMPLOYEES ON DEPUTATION FROM THE CENTRAL GOVERNMENT OR THE STATE GOVERNMENT, ETC.

48.1 Where an order of suspension is made or Disciplinary proceeding is taken against an employee, who is on deputation to the Corporation from the Central or State Government, or another public undertaking, or a local Authority, the Authority lending his/her services (hereinafter referred to as the 'Lending Authority' shall forthwith be informed of the circumstances leading to the order of his/her suspension, or the commencement of the Disciplinary proceeding, as the case may be.

48.2 In the light of the findings in the Disciplinary proceedings taken against the employee: -

(a) If the Disciplinary Authority is of the opinion that any of the minor penalties should be imposed on him/her, it may pass such order 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/her, it should replace his/her services at the disposal of the Lending Authority and transmit to it the proceedings of inquiry for such action as it deems necessary.

48.3 If the employee submits an appeal against an order imposing a minor penalty on him/her under Sub-rule 48.2 (a) above, 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 the Authority for such action as it deems necessary.

49. DISCIPLINARY PROCEEDING AFTER SUPERANNUATION.

49.1 The employee against whom Disciplinary proceeding have been initiated will cease to be in service on the date of superannuation, but the disciplinary proceedings instituted against him/her, while he was in service, whether before his/her retirement or during his/her re-employment, shall after retirement of the employee be continued, as if the employee had

continued in service until the proceedings are concluded and final order passed in respect thereof.

- 49.2** Such employee will not be entitled to receive any pay and/ or allowances after the date of superannuation/ retirement. He/She will also not be entitled for the payment of any gratuity and leave encashment benefits till the proceedings are completed and final orders are passed thereon. In case, the employee, as a result of the disciplinary proceedings instituted against him/her, is found guilty of offences/ misconduct as mentioned in sub-section (6) of Section-4 of the Payment of Gratuity Act, 1972, or to have caused pecuniary loss to the Company by misconduct or negligence, during his/her service including service rendered on re-employment after retirement, the Disciplinary Authority may order recovery from gratuity of the whole or part of any pecuniary loss caused to the Company. However, the provisions of Section 7(3) and 7(3A) of the Payment of Gratuity Act, 1972, shall be kept in view in the view in the event of delayed payment, in case the employee is fully exonerated. However, payment of his/her EPF contribution will not be affected with the Disciplinary proceedings.

(As per Hon'ble Supreme Court of India decision in the case of Sh. Ramesh Chandra Sharma Vs. Punjab National Bank and GOI, CVC Circular No. 44/12/07 dated 28.12.2007).

PART IV – APPEALS

50. APPEALS

- 50.1** An employee may appeal against an order imposing upon the employee any of the penalties specified in Rule 40 or against the order of suspension referred to in Rule 37.
- 50.2** The appeal shall lie to the authority specified in the Schedule - A.
- 50.3** 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.
- 50.4** Provided that if the enhanced penalty which the appellate authority proposes to impose is a major penalty specified in clauses (f) to (j) of Rule 40 and an inquiry as provided in Rule 42 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 42 and thereafter consider the record of the inquiry and pass such orders as it may deem proper. If the appellate authority decides to enhance the punishment but an enquiry has already been held as provided in Rule

42, the appellate authority shall give a show cause notice to the employee as to why the enhanced penalty should not be imposed upon the employee. The appellate authority shall pass final order after taking into account the representation, if any, submitted by the employee.

51. REVIEW

51.1 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 orders thereon as it may deem fit.

51.2 Providing that if the enhanced penalty, which the Reviewing Authority proposed to impose, is a major penalty specified in clauses (vi), (vii), (viii), (ix) and (x) of Rule 40.1 and on inquiry as provided under Rule 42 has not already been held in the case, the Reviewing Authority shall direct that such an inquiry be held in accordance with the provisions of Rule 42 and thereafter consider the record of the inquiry and pass such order as it may deem proper. If the Reviewing Authority decides to enhance the punishment but an inquiry has already been held in accordance with the provisions of Rule 42, 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.

52. SERVICE OR ORDERS NOTICE, ETC.

Every order, notice and other process made or issued under these rules shall be served in person on the employee concerned or communicated to him/her by Registered Post at his/her last known address or his last known/available e-mail address or publishing Notice on DMRC's official website.

53. MODEL TIME LIMIT FOR DISCIPLINARY PROCEEDINGS

A model time limit for the Disciplinary proceedings is prescribed below for timely disposal of Disciplinary cases: -

SN	Proceedings	Model Time Limit
1	Disposal of minor penalty proceedings	Within 02 months from the date of issuance of charge-sheet
2	Disposal of major penalty proceedings	Within 04 months from the date of issuance of charge-sheet
3	Review of Suspension	Before expiry of 90 days of suspension

SN	Proceedings	Model Time Limit
4	Appeal by employee against the penalty imposed upon him/her	Within one month from the date of communication of the Order of Disciplinary Authority
5	Disposal of Appeal by the Appellate Authority	Within 03 months from the date of appeal
6	Revision	Within 06 months from the date of final order

54. HONORARIUM TO THE ENQUIRY OFFICER/ PRESENTING OFFICER & ASSISTING OFFICIAL

54.1 FOR DMRC SERVING OFFICERS & STAFF:

In order to compensate the officers and staff involved in the D&AR inquiry in major penalty charge-sheet cases, in addition to their assigned duties, the following rates of honorarium per inquiry are prescribed, subject to amendments from time to time: -

- i. Enquiry Officer - ₹4500/-
- ii. Presenting Officer - ₹3000/-
- iii. Assisting Official - ₹1500/-
(For secretarial work)

54.2 FOR EXTERNAL INQUIRY OFFICER (RETIRED):

The rates of honorarium for External Enquiry Officers are prescribed, subject to amendments from time to time, as under-

- (i) If, number of witnesses is 3 or less - ₹20,000/-
- (ii) If, number of witnesses is more than 3 - ₹25,000/-

In addition to the above, the Enquiry Officer will be provided transport facility for local movement and secretarial assistance or 25% of the above prescribed honorarium towards the same.

54.3 The terms and conditions for the honorarium, subject to amendments from time to time, shall be as under: -

- a. These rates will be applicable for retired / external inquiry officers only.
- b. Before the payment is received it is the responsibility of the IO to ensure that all case records and inquiry report (two ink signed copies) properly documented and arranged is handed over to the Disciplinary Authority by the IO.
- c. The report returns findings on each of the Article of Charge which has been enquired into and should specifically deal and address to each of the procedural objections, if any, raised by the charged officers as per the extant rules and instructions.
- d. Reduction of honorarium by 50% in case of delay in completion of enquiry beyond 4 months from the date of appointment as IO, which is not due to non-cooperation of the charged officer or due to stay order.
- e. The number of Disciplinary cases shall be restricted to 12 cases in a year with one Inquiry Officer, with not more than 4 cases pending at a time for retired officers.
- f. The retired officer appointed as IO shall maintain strict secrecy in relation to the documents, he/she receives or information/ data collected by him/her in connection with the enquiry and utilize the same only for the purpose of inquiry in the case entrusted to him/her. No such documents/ information or data are to be divulged to any one during the inquiry or after presentation of the enquiry report. The IO entrusted with the inquiry will be required to furnish an undertaking to maintain strict secrecy and confidentiality of all records/ documents/ proceedings etc.
- g. The 25% of the honorarium towards transportation and secretarial assistance shall be disbursed on the basis of self-certification of expenses by the IO.

55. POWER TO RELAX TIME- LIMIT AND TO CONDONE DELAY

Save as otherwise expressly provided in these rules, the Authority competent under these rules to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these rules for anything required to be done under these rules or condone any delay.

56. SAVINGS

- 56.1. Nothing in these rules shall be constructed as depriving any person to whom these rules apply, of any right of appeal which had accrued to the employee under the rules, which have been superseded by these rules.
- 56.2. 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.

- 56.3. The proceedings pending at the commencement of the rules shall be continued and disposed as far as may be, in accordance with the provisions of these rules, as if such proceedings were proceedings under these rules.
- 56.4. Any misconduct, etc., committed prior to the issue of these rules which was a misconduct under the superseded rules shall be deemed to be a misconduct under these rules.

57. INTERPRETATIONS/ RELAXATIONS/ DELETION/ MODIFICATION

In case of any doubt or dispute regarding interpretation of these rules, the decision of Managing Director shall be final. He may also have the powers to relax, delete/ modify/ revise etc. of any of the item of the provisions of these rules, found necessary in future, for reasons to be recorded in writing.

RULE 41: SCHEDULE – A

Sl. No.	Category of employee	Penalty	Disciplinary Authority	Appellate Authority	Reviewing Authority
1.	Director / MD	All Penalties	BOD	--	BOD
2.	EDs/HODs	a) Major penalties as defined in Rule 40 and the penalty of withholding of promotion	MD	Chairman	BOD
		b) Other minor penalties as defined in Rule 40	Director	MD	Chairman
3.	Dy. HODs	a) Major penalties as defined in Rule 40 and the penalty of withholding of promotion	Director	MD	Chairman
		b) Other minor penalties as defined in Rule 40	Director	MD	Chairman
4.	Executives Manager/ Assistant Manager	a) Major penalties as defined in Rule 40 and the penalty of withholding of promotion	ED/GM	Director	MD
		b) Other minor penalties as defined in Rule 40	Sr. AGM	ED/GM	Director
5.	Sr. Supervisor ₹ 50000 – 160000 & ₹ 46000 – 145000 (IDA) and equivalent CDA grades	a) Major penalties as defined in Rule 40 and the penalty of withholding of promotion	Dy. HOD	HOD (ED/GM)	Director
		b) Other minor penalties as defined in Rule 40	Dy. HOD	HOD (ED/GM)	Director
6.	Supervisor ₹ 40000 – 125000 & ₹ 37000 – 115000 (IDA) and equivalent CDA grades	a) Major penalties as defined in Rule 40 and the penalty of withholding of promotion	Dy. HOD	HOD (ED/GM)	Director
		b) Other minor penalties as defined in Rule 40	Manager	Dy. HOD	HOD (ED/GM)
7.	Non - Supervisor ₹ 35000 – 110000 (IDA) or below and equivalent CDA grades	a) Major penalties as defined in Rule 40 and the penalty of withholding of promotion	AM/Manager	Dy. HOD	HOD (ED/GM)
		b) Other minor penalties as defined in Rule 40	AM/Manager	Dy. HOD	HOD (ED/GM)

DELHI METRO RAIL CORPORATION LTD.

Form for giving prior intimation or seeking prior sanction under Rule 16 of the DMRC Conduct, Discipline & Appeal Rules for transaction in respect of **Immovable Property**.

S.No	Particulars	Details
1.	Name and Designation	
2.	Scale of Pay and Present Basic Pay	
3.	Name & Designation of HoD under whom posted	
4.	Purpose of application	(a) Sanction of transaction <input type="checkbox"/> (b) Prior intimation of transaction <input type="checkbox"/>
5.	Whether property is being acquired or disposed	Acquired <input type="checkbox"/> Disposed <input type="checkbox"/>
6.	Probable date of acquisition /disposal of property	Date of acquisition <input type="text"/> Date of disposal <input type="text"/>
7.	Mode of acquisition / disposal	
8.	(a) Full details about Size / Area of plot / BHK / house & location viz., Municipal no. Street / Village / Taluk / District and State in which situated.	
	(b) Description of the property, in the case of residential, cultivable land, dry or irrigated land	
	(c) Whether freehold or leasehold	
	(d) Whether the applicant's interest in the property is in full or part (in case of partial interest, the extent of such interest must be indicated)	
	(e) In case the transaction is not exclusively in the name of the Government servant, particulars of ownership and share of each member	
9.	Sale/Purchase price of the property (Market value in the case of Gifts)	
10.	All immovable properties, held before joining DMRC, in the name of employee, spouse & dependents.	
11.	Immovable Properties acquired since joining DMRC (including those under construction, for which, approval has already been obtained from DMRC).	1. 2. 3.
12.	In case of acquisition, source or sources from which transaction is proposed to be financed. (For eg. – Personal Savings (current & future), Loan from bank, HBA, Gift from relatives, EPF, PPF etc.)	1. 2. 3. 4. 5. 6.

S.No	Particulars	Details
13.	In case of disposal of property, was requisite/sanction/intimation obtained/given for its acquisition? (A copy of the sanction/acknowledgement should be attached).	
14.	(a) Name and address of the party with whom transaction is proposed to be made	
	(b) Is the party related to the applicant? If so, state the relationship.	
	(c) Did the applicant have any dealings with the party in his official capacity at any time, or is the applicant likely to have any dealings with him in the near future	
	(d) How was the transaction arranged? (Whether through any statutory body or a private agency through advertisements or through friends and relatives. Full particulars to be given)	
15.	In the case of the acquisition by gifts, whether sanction is also required under Rules 12 of the DMRC Conduct, Discipline & Appeal Rules.	
16.	Any other relevant fact which the applicant may like to mention.	

NOTE:

1. For personal savings, proof to be furnished by way of photo copy of Bank statement/FD/mutual fund etc.
2. For interest free loan from close relatives, similar proof as well as a declaration from such relative on stamp paper of Rs. 100/-, along with their financial status / source of income, is required to be produced.

DECLARATION

I _____ hereby declare that the particulars given above are true. I request that I may be given permission to acquire/dispose of property as described above from/to the party whose name is mentioned at Item No. 13 above.

OR

I _____ hereby intimate the proposal acquisition/disposal of property by me as detailed above. I declare that the particulars given above are true.

Sign. _____

Name: _____

Designation _____

Emp. No. _____

Extension no. _____

Mob. No. _____

Email ID. _____

Station/Posting Place: _____

Date: _____

Note :- 1. Where previous sanction is asked for, the application should be submitted at least 30 days before the proposed dated of transaction.

2. Post facto approval will not be considered.

*Controlling Officer

Name:

Signature:

Designation:

*Dy. HOD

Name:

Signature:

Designation:

Executives filling up the Form are required to route it through their respective HoD.

*HOD

Name:

Signature:

Designation:

Note: **Documents to be enclosed:** -

- (i) Latest six months Bank statement of employee
- (ii) Source/Fund of transaction (if arranged from relative/friend, a notarized affidavit by the relative/friend & income source of finance & his/her bank statement)
- (iii) Bank loan papers & EMI details (if applicable)
- (iv) Property papers (Sale/Purchase deed / Letter of Intent)
- (v) Other relevant papers (if applicable)

Duly filled in Form to be forwarded to the Office of -

- **ED (HR)** – for Project employees
- **GM (HR)** – for O&M employees

DELHI METRO RAIL CORPORATION LTD.

Form for giving intimation / seeking prior sanction under Rule 16 of the DMRC Conduct, Discipline & Appeal Rules, for transaction in respect of **Movable Property**.

1.	Name & Designation	
2.	Scale of Pay and Present Basic Pay	
3.	Name & Designation of HoD under whom posted	
4.	Purpose of application – sanction for Prior intimation of transaction	
5.	Whether property is being acquired or disposed of	
	(a) Probable date of acquisition or disposal of property	
	(b) If the property is already acquired / disposed of – Actual date of transaction	
6.	(a) Description of the property (e. g. Car / Scooter / Motor-Cycle/Refrigerator/Radio / Jewellery / Loans & Insurance policies etc.)	
	(b) Make, model (and also registration No. in case of vehicles).	
7.	Mode of acquisition / disposal (purchase / sale, gift, mortgage, lease or otherwise).	
8.	Sale / purchase price of property (Market value in the case of gifts)	
9 (i)	In case of acquisition, source or sources from which financed / proposed to be financed: - (a) Personal Savings (b) Other sources with relevant details.	
9 (ii)	(a) If DMRC vehicle loan is required	Yes / No
	(b) If yes, has it been availed before	Yes / No
	(c) If availed before, mention amount and year	
10.	In the case of disposal of property, was requisite sanction / intimation obtained / given for its acquisition (A copy of the sanction/acknowledgement must be attached).	
11.	(a) Name and address of the party with whom transaction is proposed to be made/has been made.	
	(b) Is the party related to the applicant? If so, state the relationship.	
	(c) If the applicant had any dealing with the party in his / her official capacity at any time, or the applicant is likely to have any dealings with him / her in the near future?	Yes / No
	(d) Nature of official dealings with the party.	
	(e) How was the transaction arranged? (Whether through any statutory body or a private agency: through advertisements or through friends and relatives. Full particulars to be given).	
12.	In the case of the acquisition by gifts, whether sanction under Rules 12 of the DMRC Conduct, Discipline & Appeal Rules has been obtained.	Yes / No
13.	Any other relevant fact which the applicant may like to mention.	

DECLARATION

I _____ hereby declare that the particulars given above are true. I request that I may be given permission to acquire/dispose of property as described above from/to the party whose name is mentioned in Item No. 11 above.

OR

I _____ hereby intimate the proposal acquisition/disposal of property by me as detailed above. I declare that the particulars given above are true.

	Sign. _____
	Name: _____
	Designation _____
	Emp. No. _____
	Extension no. _____
Station/Posting Place: _____	Mob. No. _____
Date: _____	Email ID. _____

Note: - 1. Where previous sanction is asked for, the application should be submitted at least 30 days before the proposed dated of transaction.

2. Post facto approval will not be considered.

*Controlling Officer

Name:

Signature:

Designation:

*Dy. HOD

Name:

Signature:

Designation:

Executives at the level of Dy. HoD & above, filling up the Form are required to route it through their respective HoD.

*HOD

Name:

Signature:

Designation:

Note: Documents to be enclosed: -

- (i) Latest six months Bank statement of employee
- (ii) Source/Fund of transaction (if arranged from relative/friend, a notarized affidavit by the relative/friend & income source of finance & his/her bank statement)
- (iii) Quotation (in case of vehicle)
- (iv) Bank loan papers & EMI details (if applicable)
- (v) Other relevant papers (if applicable as per Pt. No. 9(ii))

Duly filled in Form to be forwarded to the Office of -

- **ED (HR)** – for Project employees
- **GM (HR)** – for O&M employees

STANDARD FORMS FOR D&AR ACTIONS

It is not necessary that each word of the form should be strictly adhered to in all the circumstances. Minor modification could always be made in the light of the circumstances relating to the Disciplinary case in which these forms are to be used.

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SF-1

STANDARD FORM OF ORDER OF SUSPENSION
[Rule –37 of the DMRC Conduct, Discipline and Appeal Rules]

No:

Delhi Metro Rail Corporation limited.

Place of issue:

Dated:

ORDER

WHEREAS a Disciplinary proceeding against Shri
.....(name & designation of the DMRC official) is contemplated / pending.

NOW, THEREFORE, the undersigned, in exercise of the powers conferred by Rule –37 of the DMRC Conduct, Discipline and Appeal Rules, hereby places the said Shri under suspension with immediate effect.

It is further ordered that during the period that this order shall remain in force the headquarters of Shri (Name & designation of the DMRC official) should be **Metro Bhawan, Barakhamba Road, Delhi-01** (name of the place) and the said Shri shall not leave the headquarters without obtaining the previous permission of the undersigned.

Signature
Name and Designation of suspending Authority

.....

(Name & designation of the suspended employee).

(Orders regarding subsistence allowance admissible to him during the period of his suspension will issue separately.)

Order placing an employee under Suspension when she/ he is detained in custody

[Rule –37.2 of the DMRC Conduct, Discipline and Appeal Rules]

No:

Delhi Metro Rail Corporation limited.

(Place of issue:

Dated:

ORDER

Whereas a case against Shri (name & designation of the employee) in respect of a criminal offence is under investigation .

AND WHEREAS the said Shri..... Was detained in custody on for a period of exceeding forty eight hours.

Now, therefore, the said Shri is deemed to have been suspended with effect from the date of detention , i.e., the..... in terms of Sub-Rule-37.2 of the DMRC Discipline, Conduct and Appeal Rules and shall remain under suspension until further orders.

Authority Signature
Name and Designation of suspending

.....
(Name & designation of the suspended employee).

C/- Concerned HR Branch.

Orders regarding subsistence allowance admissible to him during the period of his suspension will issue separately.

**Standard Form of Certificate to be furnished
by the suspended official**

[Rule –38 of the DMRC Conduct, Discipline and Appeal Rules]

I, (name of the employee) having been placed under suspension by Order No..... dated....., while holding the post of do hereby certify that I have not been employed in any business, profession or vocation for profit / remuneration/ salary.

Signature.....

Name.....

Desig./ Deptt.....

Emp. No.....

Address.....

.....

.....

.....

Contact No.

Standard Form of Order for Revocation of Suspension

[Rule –37.5 of the DMRC Conduct, Discipline and Appeal Rules]

No:.....

Delhi Metro Rail Corporation limited.

(Place of issue:

Dated:

ORDER

Whereas an order placing Shri.....(name & designation of the DMRC official) under suspension was made/ was deemed to have been made byon.....

Now, therefore, the undersigned (the Authority which made or is deemed to have made the order of suspension or any Authority to which that Authority is subordinate), in exercise of the powers conferred by DMRC Conduct, Discipline and Appeal Rules, hereby revokes the said order of suspension with immediate effect.

Signature
Name and Designation of Authority making this order

.....

(Name & designation of the suspended official).

Standard Form of Charge-sheet for Major Penalty

[Rule-42 of DMRC Conduct, Discipline and Appeal Rules]

Place:.....

No-.....

Dated:

MEMORANDUM

The undersigned proposes to hold an enquiry against Shri..... under Rule-42 (revised vide O.O. No. PP/200/2013 dated 03.06.13) of the DMRC Conduct, Discipline and Appeal Rules. The substance of the imputations of misconduct or misbehavior in respect of which the inquiry is proposed to be held is set out in the enclosed statement of articles of charge (Annexure-I). A statement of the imputations of misconduct or misbehavior in support of each article of charge is enclosed (Annexure-II). A list of documents by which, and a list of witnesses by whom, the articles of charge are proposed to be sustained are also enclosed (Annexure-III and IV).

2. Shri..... is directed to submit within 10 days of the receipt of this Memorandum a written statement of his defence and also to state whether he desires to be heard in person.

3. Shri..... is informed that an inquiry will be held only in respect of those articles of charge as are not admitted. He should, therefore, specifically admit or deny each article of charge.

4. Shri..... is further informed that if he does not submit his written statement of defence on or before the date specified in Para.- 2 above, or does not appear in person before the Inquiring Authority or otherwise fails or refuses to comply with the provisions of Rule -34 of the DMRC Conduct, Discipline and Appeal Rules, 2005 or the orders/directions issued in pursuance of the said rule, the Inquiring Authority may hold the inquiry against him *ex parte*.

5. Attention of Shri..... is invited to Rule-17 of the DMRC Conduct, Discipline and Appeal Rules, 2005, under which no DMRC employee shall bring or attempt to bring any political or outside influence to bear upon any superior Authority to further his interest in respect of matters pertaining to his service in the Corporation. If any representation is received on his behalf from another person in respect of any matter dealt with in the proceedings it will be presumed that Shri..... is aware of such a representation and that it has been made at his instance and action will be taken against him for violation of Rule -17 of the DMRC Conduct, Discipline and Appeal Rules, 2005.

6. The receipt of the Memorandum may be acknowledged.

(Sign, Name and Desig. of competent Authority)

To

Shri.....

ANNEXURE – I

Statement of articles of charge framed against Shri.....

(Name, Desig. and Emp. No. of the employee).

Article – I

That the said Shri..... While functioning as..... during the period.

Article – II

That during the aforesaid period and while functioning in the aforesaid office, the said Shri.....

Article – III

That during the aforesaid period and while functioning in the aforesaid office, the said Shri.....

ANNEXURE -II

Statement of imputation of misconduct or misbehavior in support of the articles of charge framed against Shri..... (Name, Desig. and Emp. No. of the employee).

Article – I

Article – II

Article – III

ANNEXURE –III

List of documents by which the articles of charge framed against Shri.....
..... (Name, Desig. and Emp. No. of the employee) are proposed to be
sustained.

ANNEXURE – VI

List of witnesses by which the articles of charge framed against Shri.....
..... (Name, Desig. and Emp. No. of the employee) are proposed to be
sustained.

Standard Form for Refusing Permission to inspect Documents

[Rule –42 of the DMRC Conduct, Discipline and Appeal Rules]

No:.....

Delhi Metro Rail Corporation limited.

Dated:

ORDER

Shri.....(Name, Desig. and Emp. No.) has requested permission to inspect and take extracts from the records specified below for the purpose of preparing his defence in the enquiry pending against him in pursuant to Memorandum No.....dated.....

The undersigned has carefully considered the request and has decided to refuse such permission for the reasons recorded below against each item:-

<u>Description of Records</u>	<u>Records for refusing inspection or taking extracts</u>
1.....
2.....
3.....
4.....
5.....

Signature
Name and Designation of Inquiry Authority

.....
(Name & designation of the suspended official).

SF-7

Standard Form of order relating to appointment of Inquiring Authority

[Rule-42 of the DMRC Conduct, Discipline and Appeal Rules]

No:
Delhi Metro Rail Corporation Limited.

(Place of issue:

Dated:

Whereas an inquiry under Rule-42 of the DMRC Conduct, Discipline and Appeal Rules is being held against Shri(name & designation of the Charged Official).

AND WHEREAS the Competent Authority considers that an Inquiring Authority should be appointed inquire the charges framed against the said Shri.....

NOW, THEREFORE the undersigned in exercise of the powers conferred Rule-42.2 of the said rules, hereby appoints Shri.....(name and designation of Inquiring Officer) as the Inquiring Authority to inquiry into the charges framed against the said Shri.....

Signature
Designation of the Competent Authority

Copy to:

1. Name and designation of the Accused Employee.
2. Inquiring Authority

SF-8

Standard Form of the order relating appointment of Presenting Officer
[Rule - 42.5 of the DMRC Conduct, Discipline and Appeal Rules]

(Place of issue:

No:
Delhi Metro Rail Corporation Limited.
Dated:

ORDER

Whereas an inquiry under Rule-42 of the DMRC Conduct, Discipline and Appeal Rules is being held against Shri(name & designation of the charged official).

AND WHEREAS the Competent Authority considers that a Presenting Officer should be appointed to present on behalf of the Disciplinary Authority/ undersigned the case in support of the articles of charge.

NOW, therefore the undersigned in exercise of the powers conferred by Rule 42.5 of the said rules, hereby appoints Shri..... (Name and designation of Presenting Officer) as the Presenting Officer.

Disciplinary Authority

Copy to:

1. The Presenting Officer
2. The Accused Officer
3. The Inquiry Officer

Order for taking Disciplinary action in Common Proceedings

[Rule-46 of DMRC Conduct, Discipline and Appeal Rules]

No.

Place:

Dated;

ORDER

WHEREAS the DMRC Officials specified below are jointly concerned in a Disciplinary case:-

Shri

Shri.....

Shri.....

NOW THEREFORE, in exercise of the powers, conferred by Rule-46 of the DMRC Conduct , Discipline and Appeal Rules, the undersigned herebydirects:-

(i) that Disciplinary action against all the said DMRC officials shall be taken in a common proceeding.

(ii) that (name and designation of the Authority) shall function as the Disciplinary Authority for the purpose of the common proceeding and shall be competent to impose the following penalties, namely:-

.....(specify the penalties)

(iii) that the procedure prescribed in Rules-42 & 44 shall be followed in the said proceedings.

Signature

Name & designation of the Competent Authority

Copy to:-

1. Shri (name & designation)
2. Shri (name & designation)
3. Shri (name & designation)

**Standard Form of Order for appointment of Inquiring Authority
in Common Proceedings**

[Rule-46 of DMRC Conduct , Discipline and Appeal Rules]

No.

Place:

Dated;

ORDER

WHEREAS an inquiry under Rule-46 of the DMRC Discipline, Conduct & Appeal Rules, is being held against the Officers specified below:-

Shri

Shri.....

Shri.....

WHEREAS common proceedings have been ordered against the said officers.

AND WHEREAS the undersigned considers that the Inquiring Authority should be appointed to inquire into the charges framed against the said officers.

Now, THEREFORE, the undersigned in exercise of the powers conferred Rule-42 of the said rules, hereby appoints Shri..... (name and designation of Presenting Officer) as Presenting officer to present the case in support of the articles of charge against the said officers before the Inquiring Authority.

Signature

Disciplinary Authority/ Competent Authority

Copy to:

1. The accused officers
2. Presenting Officer
3. Inquiring Authority
4. The CVO

Signature

Disciplinary Authority/ Competent Authority

Standard Form of Memorandum of Charge for Minor Penalties

[Rule-44 of DMRC Conduct, Discipline and Appeal Rules]

No-.....

Place:.....

Dated:

MEMORANDUM

Shri..... (Desig./ Deptt.)..... Emp. No..... is hereby informed that it is proposed to take action against him under Rule-44 of DMRC Conduct, Discipline and Appeal Rules, 2005. A statement of the imputations of misconduct or misbehavior on which action is proposed to be taken as mentioned above is enclosed.

2. Shri..... is hereby given an opportunity to make such representations as he may wish to make against the proposal.

3. If, Shri..... fails to submit his representation within 15 days of the receipt of this Memorandum, it will be presumed that he has no representation to make and orders will be liable to be passed against Shri *ex parte*.

4. The receipt of this Memorandum should be acknowledged by Shri.....

Signature
(Name & Desig. of the Competent Authority)

To,
Shri.....
.....
.....

Standard Form for initiation of Minor Penalty proceedings

[Rule-44 of DMRC Conduct , Discipline and Appeal Rules]
(in case where Disciplinary Authority decides to hold the enquiry)

Place:..... No-.....
Dated:

MEMORANDUM

In continuation of Memorandum No. dated Issued under Rule-44 of the DMRC Conduct, Discipline and Appeal Rules the undersigned is of the opinion that it is necessary to hold an enquiry against Shri (name, Desig. & Emp. No. of the charged official) under rule 44.2.(iii). The substance of the imputations of misconduct or misbehavior in respect of which the inquiry is proposed to be held is set out in the enclosed statement of articles of charge (Annexure-I). A statement of the imputations of misconduct or misbehaviour in support of each article of charge is enclosed (Annexure-II). A list of documents by which, and a list of witnesses by whom, the articles of charge are proposed to be sustained are also enclosed (Annexures-III and IV).

2. Shri..... is directed to submit within 15 days of the receipt of this Memorandum a written statement of his defence and also to state whether he desires to be heard in person.

3. He is informed that an inquiry will be held only in respect of those articles of charge as are not admitted. He should, therefore, specifically admit or deny each article of charge.

4. Shri..... is further informed that if he does not submit his written statement of defence on or before the date specified in Para.- 2 above, or does not appear in person before the Inquiring Authority or otherwise fails or refuses to comply with the provisions of Rule-44 of the DMRC Conduct, Discipline and Appeal Rules or the orders/ directions issued in pursuance of the said rule, the Inquiring Authority may hold the inquiry against him *ex parte*.

5. Attention of Shri..... Is invited to Rule-17 of the DMRC Conduct, Discipline and Appeal Rules, under which no DMRC employee shall bring or attempt to bring any political or outside influence to bear upon any superior Authority to further his interest in respect of matters pertaining to his service in the Corporation. If any representation is received on his behalf from another person in respect of any matter dealt with in the proceedings it will be presumed that Shri..... is aware of such a representation and that it has been made at his instance and action will be taken against him for violation of Rule -17 of the DMRC Conduct, Discipline and Appeal Rules.

6. The receipt of the Memorandum may be acknowledged.

(Sign, Name and Desig. of competent Authority)

To
Shri.....
.....
.....

ANNEXURE – I

Statement of articles of charge framed against Shri.....
(Name, Desig. and Emp. No. of the employee).

Article – I

That the said Shri..... While functioning as..... during
the period.

Article – II

That during the aforesaid period and while functioning in the aforesaid office, the said
Shri.....

Article – III

That during the aforesaid period and while functioning in the aforesaid office, the said
Shri.....

ANNEXURE –II

Statement of imputation of misconduct or misbehavior in support of the articles of charge framed against Shri..... (Name, Desig. and Emp. No. of the employee).

Article – I

Article – II

Article – III

ANNEXURE –III

List of documents by which the articles of charge framed against Shri..... (Name, Desig. and Emp. No. of the employee) are proposed to be sustained.

ANNEXURE – VI

List of witnesses by which the articles of charge framed against Shri..... (Name, Desig. and Emp. No. of the employee) are proposed to be sustained.

Standard Form of order relating to appointment of Board of Inquiry

[Rule-42 of DMRC Conduct, Discipline and Appeal Rules]

Place of issue:

No:
Delhi Metro Rail Corporation Limited.

Dated:

ORDER

Whereas an inquiry under Rule-42 of the DMRC Conduct, Discipline and Appeal Rules is being held against Shri..... (name & designation of the DMRC official).

AND WHEREAS the Competent Authority considers that a Board of Inquiry should be appointed to inquire into the charges framed against the Shri.....

NOW, THEREFORE the undersigned in exercise of the powers conferred by Sub-Rule 34.5 of the said rules, hereby appoints:-

1.
2.
3.

Signature

Name & designation of competent Authority

Standard Form of order relating to appointment of Inquiry Officer

(In place of Inquiry Officer originally appointed)
[Rule-42 of the DMRC Conduct, Discipline and Appeal Rules]

No:
Delhi Metro Rail Corporation Limited.

(Place of issue:

Dated:

ORDER

Whereas an inquiry under Rule-42 of the DMRC Conduct, Discipline and Appeal Rules is being held against Shri(name & designation of the Charged Official).

WHEREAS Shri (name and designation of the Authority who was holding inquiry) was appointed Inquiring Authority to enquire into the charges against Shri(name and designation of the official facing enquiry), vide Order No..... dated.....

AND WHEREAS Shri (name of the previous Inquiry Officer) after having heard and recorded the whole/ part of the evidence has since been transferred / is not available and it is necessary to appoint another officer as Inquiring Authority to enquire into the charges against Shri

NOW, THEREFORE the undersigned in exercise of the powers conferred Rule-42.2 & 42.18 of the said rules, hereby appoints Shri.....(name and designation of new Inquiring Officer) as Inquiring Authority to inquire into the charges framed against the said Shri.....(name and designation of the official facing enquiry) vice Shri..... (name of the previous Inquiry Officer).

Signature
Designation of the Competent Authority

Copy to:

1. Name and designation of the Government servant.
2. Inquiring Authority

Standard Form of order for appointment of Presenting Officer in Common Proceedings

[Rule-46 of DMRC Conduct , Discipline and Appeal Rules]

No.

Place:

Dated;

ORDER

WHEREAS an inquiry under Rule-46 of the DMRC Discipline, Conduct & Appeal Rules, is being held against the Officers specified below:-

Shri

Shri.....

Shri.....

WHEREAS common proceedings have been ordered against the said officers.

AND WHEREAS the undersigned considers it necessary to appoint a Presenting Officer to present the case in support of the articles of charge against the said officers before the Inquiring Authority.

Now, THEREFORE, the undersigned in exercise of the powers conferred Rule-42.2 of the said rules, hereby appoints Shri.....(name and designation of Inquiring Officer) as the Inquiring Authority to inquiry into the charges framed against the said officers.

Signature
Disciplinary Authority/ Competent Authority

Copy to:

1. The accused officers
2. Presenting Officer
3. Inquiring Authority with relevant documents
4. The CVO

Signature
Disciplinary Authority/ Competent Authority

Show-cause notice for imposing penalty to be issued on the DMRC employee on his conviction

[Rule-47 of DMRC Conduct , Discipline and Appeal Rules]

Place: No.
Dated;

MEMORANDUM

WHEREAS Shri (name and designation of the employee) has been convicted on a criminal charge under Section Of..... (here enter the name of the statute concerned) and has been awarded a sentence of (here enter the sentence awarded by the Court).

AND WHEREAS the undersigned proposes to award an appropriate penalty under Rule -47 of the DMRC Conduct , Discipline and Appeal Rules taking into account the gravity of the criminal charges;

AND WHEREAS before coming to a decision about the quantum of penalty Shri..... (name of the convicted official) was given an opportunity of personal hearing to explain the circumstances why penal action should not be taken against him in pursuance of the provisions of the Rule-47 ibid;

AND WHEREAS on a careful consideration of the inquiry report (copy enclosed), the undersigned has provisionally come to the conclusion that Shri..... (name of the convicted official) is not a fit person to be remained in service/ the gravity of the charge is such as to warrant the imposition of a major/ minor penalty and accordingly proposes to impose on him the penalty of (here enter the proposed penalty).

NOW THEREFORE, Shri (name of the convicted official) is hereby given an opportunity of making representation on the penalty proposed above. Any representation which he may wish to make against the penalty proposed will be considered by the undersigned. Such a representation, if any, should be made in writing and submitted so as to reach the undersigned not later than fifteen days from the date of receipt of this memorandum by Shri (name of the convicted official).

The receipt of the Memorandum should be acknowledged.

Name & designation of the Competent Authority

To,
Shri.....
Designation Emp. No.....

**Form of Order for imposing penalty to be issued on the
Employee on his conviction**

[Rule-47 of DMRC Conduct , Discipline and Appeal Rules]

No.

Place:

Dated;

ORDER

WHEREAS Shri Desig..... Emp. No..... has been convicted on a criminal charge under section.....of(here enter the name of the statute concerned);

AND WHEREAS it is considered that the conduct of the said Shri Desig..... Emp. No..... which has led to his conviction is such as to render his further retention in the public service undesirable / the gravity of the charge is such as to warrant the imposition of a major/ minor penalty;

AND WHEREAS Shri was given an opportunity of personal hearing and offer his written explanation;

AND WHEREAS the said Shri has given a written explanation which has been duly considered by the undersigned;

NOW, THEREFORE, in exercise of the powers conferred by Rule-47 of the DMRC Conduct Discipline and Appeal Rules, the undersigned hereby imposes the penalty of on the said Sh..... Desig..... Emp. No.....

Station:

Date:

Disciplinary Authority

**Order for setting aside order of punishment on appeal being decided
in favour of the Employee**

[Rule-50 of DMRC Conduct , Discipline and Appeal Rules]

No.

Place:

Dated;

ORDER

WHEREAS Shri Desig..... Emp. No..... has
been awarded penalty Vide Order
No..... dated.....on the ground of misconduct as a public servant.

WHEREAS the penalty of..... (here enter the name of
penalty) was imposed on Shri..... Desig Emp.
No on the grounds of misconduct as a public servant;

AND WHEREAS the said imposition of penalty has been set aside by a copotent Authority and the said
Shri..... has been acquitted of the said charge;

NOW, THEREFORE, the undersigned hereby set aside the order of imposition of the
penalty.....

Station:

Date:

Disciplinary Authority

Summoning a Public servant/ Private individual as witness

[Rule-42 of DMRC Conduct , Discipline and Appeal Rules]

No.

Place:

Dated;

To,

.....
.....
.....

Sir,

I am the Inquiring Authority in the proceedings against Shri.....your evidence is considered material. I request you to appear before me on at..... (date, time and place).

You are / are not likely to be required to stay at the place for more than a day.

Yours faithfully,

(Inquiring Officer)

Copy to: Concerned Controlling Officer- With the request to permit the official mentioned above to attend the enquiry on these dates.

Form of certificate by Inquiry Officer for witness

[Rule-42 of DMRC Conduct , Discipline and Appeal Rules]

No.

Place:

Dated;

This is to certify that Shri..... Desig..... Emp. No....., appeared before me as a witness on..... at.....in the departmental inquiry against Shri..... Desig. Emp. No....., and was discharged on..... at..... hrs.

Nothing has been paid to him on account of his travelling and other expenses.

Signature
(Disciplinary Authority/Inquiring Officer)

Copy to:- Concerned Controlling Officer- For kind information please.

**Certificate by Inquiry Officer to Presenting officer/
Defense Assistant**

[Rule-42 of DMRC Conduct , Discipline and Appeal Rules]

No.

Place:

Dated;

This is to certify that Shri..... Desig..... Emp. No,
attended the proceedings in the departmental inquiry against Shri.....
Desig. Emp. No... .., to present the case in support of charges / to assist the said
Shri..... In presenting his case on..... at..... hrs.

Nothing has been paid to him on account of his travelling and other expenses.

Signature
(Disciplinary Authority/Inquiring Officer)

Copy to:- Concerned Controlling Officer- For kind information please.

**Standard Form of Order for holding departmental enquiry on appeal
being decided in favour of the Employee**

[Rule –49 of the DMRC Conduct, Discipline and Appeal Rules]

No:.....

Delhi Metro Rail Corporation limited.

(Place of issue:

Dated:

ORDER

Whereas Shri..... (name & designation of the DMRC official) was dismissed / removed/ compulsorily retired from service with effect from on the grounds of conduct which led to his conviction on a criminal charge;

or,

Whereas the penalty of (name of penalty imposed) was imposed on Shri..... (name & designation of the DMRC official) on the ground of conduct which led to his conviction on a criminal charge;

AND whereas the said conviction is set aside by a competent Court of Law and the said Shri..... (name & designation of the DMRC official) has been acquitted of the said charge;

AND whereas in consequence of such acquittal the competent Authority has decided that the said order of dismissal / removal/ compulsory retirement/ imposing the penalty of(name of penalty imposed) should be set aside;

AND whereas the competent Authority on a consideration of the circumstances of the case has also decided that a further enquiry should be held under the DMRC Conduct, Discipline & Appeal Rules, against the said Shri..... (name & designation of the DMRC official) on the allegations which led to his dismissal / removal/ compulsory retirement from service/ the imposing the penalty of(name of penalty imposed).

NOW THEREFORE, the competent Authority / undersigned hereby-

(i) set aside the said order of dismissal / removal/ compulsory retirement from service/ imposing the penalty of.....(name of penalty imposed);

(ii) directs that a further enquiry should be held under the provisions of the DMRC Conduct, Discipline & Appeal Rules, against Shri..... (name & designation of the DMRC official) on the allegations which led to his dismissal / removal/ compulsory retirement from service/ the imposing the penalty of(name of penalty imposed).

(iii) directs that the said Shri..... (name & designation of the DMRC official) shall under Sub- rule 37.3 of the DMRC Conduct, Discipline & Appeal Rules, be deemed suspended with immediate effect from (here enter the date of the dismissal or removal or compulsory retirement from service) and shall continue to remain under suspension until further orders.

Disciplinary Authority

Chapter - C

Pay & Allowances Rules



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PAY & ALLOWANCES AND
OTHER BENEFITS/ENTITLEMENTS ADMISSIBLE TO DMRC
EMPLOYEES

1. (a) Pay-Scales w.e.f. 01.01.2017:

The Pay-scale (IDA) in DMRC are as under: -

S.N.	Designation	Pay-scale (Rs.)		Status
Non-Executive				
1	Unskilled	16000-50000		Non-Supervisor
2	Semi-skilled	20000-60000		
3	Skilled Maintainer	25000-80000		
4	Maintainers and Assistants	35000-110000		
5	Supervisor-II	37000-115000		Supervisor
6	Supervisor-I	40000-125000		
7	Sr. Supervisors –II	46000-145000		
8	Sr. Supervisor-I	50000-160000		
Executive				
1	Asst. Manager	50000-160000		Executive
2	Manager	60000-180000		
3	Dy. General Manager	70000-200000		
4	Sr. Dy. General Manager	80000-220000		
5	Jt. General Manager	90000-240000		
6	Addl. General Manager/Sr. Addl. General Manager*	100000-260000		
7	General Manager/Sr. General Manager Chief General Manager Sr. General Manager*	120000-280000		
8	Executive Director	150000-300000		Functional BOD
9	Directors	180000-340000		
10	Managing Director	200000-370000		

* The Executive on completion of three years service at AGM level will be eligible for a special allowance of Rs.2500/- per month subject to APAR grading and will be designated as Sr. AGM. HODs designated as CGM will be eligible for a special allowance of Rs.2500/- per month subject to fulfilment of service requirement and APAR grading.

* Officer joining in DMRC after Resignation/Superannuation from HAG is designated as Sr. General Manager. This however would not render them senior to other General Manager/Chief General Manager ahead of them in the seniority list.

** Time bound ad-hoc promotions/ work profile shall remain unchanged, however with certain service benefits shall be at par as admissible to Supervisors in the grade.

Note:- Those deputationist, who are in CDA/IDA scales in their parent organization will continue in CDA/IDA at the time of joining DMRC.

(Ref. Office Order No. PP/2647/2018, dated 27/09/2018)

***(O.O. No. PP/2927/2019 dated 03.12.2019)**

(b) Fixation of pay

- (i) The initial basic pay of an employee appointed to a post in the Corporation will be fixed at the minimum of the scale of the post to which he is appointed.
- (ii) When an employee is promoted/appointed to a higher post or grade, his initial pay in the new scale of pay will be fixed as below:

At the stage next above the pay notionally arrived at by increasing his Basic 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:

- (a) **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

- (b) Pay on promotion/appointment to higher grade may be fixed, on option, initially at the minimum of promoted grade or if his basic is higher than minimum of the promoted grade, he will continue to draw the same pay. If he has exercised any option for fixation with effect from the date of next increment, then his pay may again be re-fixed on the date of next increment in the scale of pay of the lower post as per (a) above.

If the pay is fixed under (b) above, the next date of date of increment will fall due on completion of 12 months qualifying service from the date, pay is re-fixed on the second occasion. Option for this has to be exercised within one month of the date of promotion for fixation of pay either under rule (a) or (b) above. The option once exercised shall be final.

- (iii) If an employee had previously been promoted to his 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 drawl of annual increment in the higher scale.
- (iv) Any special pay or officiating pay 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.

- (v) 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 upto 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:
 - (a) 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 and the two scales of pay should be identical.
 - (b) If the junior employee's pay happens to be fixed at a higher stage by virtue of advance increment granted in the lower post or due to ad-hoc promotion, then this rule will not be invoked to step-up the pay of the senior employee.
- (vi) Pay of an employee on deputation with the Corporation 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 Corporation, his pay will be re-fixed in accordance with the rules of the Corporation.
- (vii) The payment of deputation allowance will be allowed in DMRC upto deputation tenure, in terms of office order No. PP/2534/2018, dated 09/01/2018 in line with DoPT circular dated 16/08/2017.
- (viii) In accordance with office order No. PP/1214/2011, dated 07/03/11, all fresh joining on direct recruitment, immediate absorption/permanent absorption etc., in DMRC will be taken in IDA scales only.

The pay of deputationists will be fixed as under:

- (a) When the pay scale in the parent cadre and that attached to ex-cadre post are based on same index level and DA pattern is also same, the pay may be fixed under the normal fundamentals Rules.
- (b) The officers and staff who have joined DMRC/ will join on deputation will be eligible for the following only:
 - (i) Deputationists drawing CDA pay scale in parent department will draw Parent Department Pay plus Deputation Allowance only. The DMRC IDA pay scale will not be applicable to such deputationists.

- (ii) Deputationists drawing IDA pay scale in parent department will draw Parent Department Pay plus Deputation Allowance and perks of their parent department. The DMRC perks (@31.5% of Basic Pay) will not be applicable to such deputationists.
 - (iii) If any revision of pay scale takes place in the Parent Cadre of the deputationists on account of promotion/other cases, the same will be only extended in DMRC.
 - (iv) No higher pay scale/ promotion will be granted to the deputationists during their deputation tenure with DMRC. This will be applicable in case of all existing deputationists also. This is in partial modification to item no ii of this office order no. PP/1564/2013 dated 15/02/13 on revision to rules on cadre formation, absorption, promotion and seniority etc.
(Ref: O.O. No. PP/1486/2014 dated 24.09.2014, O.O. No. PP/1214/2011 dated 07.03.2011, O.O. No. PP/2534/2018 dated 09.01.2018)
- (c) Further, the deputation (duty) allowance admissible shall be at the following rates:
- (i) 5% with a ceiling of Rs. 4500/- per month within the same station & 10% with a ceiling of Rs. 9000/- per month for deputation involving change of station.
 - (ii) The ceiling will further rise by 25% each time when DA increases by 50%.

(Ref: O.O. No. PP/2534/2018 dated 09.01.2018)

(b) Annual Increment:

- (i) Granted @ 3% of the Basic pay rounded off to the next multiple of Rs.10/-, on 1st January or 1st July every year for employees in IDA pay scale. In case of calculation of increments under revised pay structure, paise should be ignored, but any amount of a rupee or more should be rounded off to next multiple of 10.
- (ii) To illustrate, if the amount of increment comes to Rs.900.70 paise, then the amount will be rounded off to Rs.900, if the amount of increment works out to be Rs.901, then it will be rounded off to Rs.910.
- (iii) The employees who join DMRC between January to June are granted increment on 1st January and employees who join DMRC between July to December are granted increment on 1st July every year.
- (iv) For employees in CDA pay scales the increment is granted @ 3% on 1st January or 1st July every year.
- (v) Leave without pay (if it is not on medical grounds) and period of suspension will not be counted for arriving at date of increment and get retarded unless in the case of suspension

the competent disciplinary authority decides/ specifies otherwise. The date of increment of employees who join DMRC on deputation or immediate absorption basis will be protected as per their increment date in parent department. Further, in case of direct recruitment (lateral recruitment), the date of increment is protected if the employee joins in the same pay scale without any break in service.

- (c) **Stagnation Increment:** - Maximum 3 stagnation increments @ 3% of Basic pay rounded off to the next multiple of Rs.10/- after every two years, upon reaching the maximum of pay scale provided that employee gets APAR rating of "GOOD" or above.
(Ref: - Office Order No. PP/2647/2018, dated - 27/09/2018)

- (d) **Officiating Pay:** - Officiating Pay will be governed as contained in DoP&T's Office Memorandum No.1/4/2017-Estt (Pay-I), dated 28/02/2019, whenever Officers are designated to officiate on a higher post, in administrative exigencies.

(Ref: - Office Order No. PP/2647/2018, dated 27/09/2018, Office Order No. PP/3121/2021, dated 12/08/2021)

2. **Dearness Allowance:** -Admissible on IDA (Industrial Dearness Allowance) pattern, which is revised 4-times in a year, on 1st April, 1st July, 1st October and 1st January every year. In CDA, the DA is revised twice a year i.e., on 1st January and 1st July every year.
(Ref: - Office Order No. PP/2647/2018, dated 27/09/2018)

3. **Perks:** -The perks are admissible subject to a maximum ceiling of 31.5% of the Basic pay. The employees on joining DMRC or conversion to IDA pay scales has to fill up the form under "Cafeteria Approach" in the prescribed format to give his/her option. The following shall form part of the cafeteria limited to 31.5% of basic pay w.e.f. date of joining or starting of coming financial year.

S.N.	Item Name	% of basic pay
1	Canteen Allowance / Meal Vouchers	3.5%
2	Newspaper / Professional Literature Reimbursement	3.5%
3	Children Education Reimbursement	7%
4	Hostel Subsidy	7%
5	Electricity Reimbursement (below HOD)	3.5%
6	Professional Updation Allowance	7%
7	Club Membership (below Director)	7%
8	Entertainment (below HOD)	3.5%
9	Outdoor Medical	14%
10	Washing Allowance	3.5%
11	Conveyance / Transport Allowance	7%

12	Reimbursement of Expenditure on Vehicle Repair and Maintenance	7%
13	Driver Allowance (for those Entitled for Car Advance)	3.5%
14	Gardener Allowance	3.5%
15	Creche Reimbursement	3.5%
16	House Upkeep Allowance	3.5%
17	Self-Development Allowance	7%
18	Other Allowance	Upto 10.5%
19	Additional Transport Allowance (For Persons with Disabilities)	7%

(Ref: - Office Order No. PP/2647/2018, dated 27/09/2018)

Where both husband and wife are employed in DMRC, only one of them will be eligible to avail the following perks & privileges of the Corporation:

- (i) HRA/ Lease facility
- (ii) TADK
- (i) TADK allowance
- (iv) Landline telephone facility
- (v) Reimbursement of electricity charges for JAG and above level (Residential)
- (vi) Indoor / Outdoor medical facility
- (vii) Children educational benefits
- (viii) Any other benefits under Staff Welfare Scheme except birthday and marriage gifts

(Ref: - Office Order No. PP/699/2007, dated 05/12/2007)

4. House Rent Allowance:-

S. N.	Revised Classification of Cities/ Towns	Rates of HRA admissible (% of Basic Pay)
1	X (Previously classified as A 1)	24%
2	Y (Previously classified as A, B1 & B 2)	16%
3	Z (Previously classified as C)	8%

Rate of HRA will be revised to 27%, 18% & 9% for X, Y and Z class cities respectively, when IDA crosses 25% and further revised to 30%, 20% and 10% when IDA crosses 50%.

(Ref: O.O. No. PP/2647/2018 dated 27.09.2018)

5. The transport facility for Project and O&M Executive shall be as given below:

(A) Company Car facility:

S. No.	Level	Posted at site	Posted at Metro Bhavan/NBCC/O&M
1	ED/ HODS	Independent AC-vehicle with ceiling of 2000 kms per month	Independent AC-vehicle with ceiling of 1500 kms per month
2	Dy. HODs	Independent vehicle with ceiling of 2000 kms per month	Independent vehicle with ceiling of 1500 kms per month
3	AM/ Mgrs	Vehicle on twin sharing basis upto 3000km per month	

Any use over and above will be treated as private use of vehicles, for such private use, the concerned officer will have to make the payment of bill charges @ Rs.4/-per km used.

(B) Self-Car facility:

The Executives who are eligible for a vehicle as per the existing transport policy of the company and are posted at Metro Bhavan, NBCC, Ashoka Road Office, and are not required to visit site frequently as well as officers of Finance department posted at site and officers of O&M department can use their personal vehicle for official purpose against the reimbursement of expenses as detailed below: -

Level	Per Month Re-imbursment Limit
ED/CGM/ SGM /GM (AC 2000 Kms)	Rs. 35000/-
DGM/Sr.DGM/JGM/AGM (Non-AC 1500 Kms)	Rs. 20000/-
Manager & AM (Non-AC 3000 Kms on twin sharing basis)	Rs. 14000/-

For claiming reimbursement against use of personal vehicle, the executives can use either the vehicle registered in their name or in the name of their spouse (as per the name of the spouse mentioned in the personal file of the officer concerned) for official purpose.

(Ref: O.O. No. PP/1864/2014 dated 17.10.2014, O.O. No. PP/1885/2014 dated 09.12.2014 & O. O. No. PP/2925/2019 dated 03.12.2019)

6. Gazetted/ National Holidays Allowance: -

The Non-executive employees of O&M, who perform roster duty on National/ Gazetted holiday will be given allowance at the rate of 1.2 times of the day's ordinary Basic Pay of the employee.

(Ref: O.O. No. PP/2647/2018 dated 27.09.2018)

7. Night Duty Allowance:-

The Non-executive employees of O&M who perform roster duty and Executives upto the level of Manager in O&M, performing night duty will be given allowance at the rate shown below:

S. N.	DMRC-IDA Pay Scale/Equivalent CDA scale (Rs.)	Revised Rate (Rs.)
1	16000-50000	225/-
2	20000-60000	
3	25000-80000	
4	35000-110000	
5	37000-115000	300/-
6	40000-125000	
7	46000-145000	
8	50000-160000 (Non-Executive)	320/-
9	50000-160000 (Executive)	390/-
10	60000-180000	

(Revised w.e.f. 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

- (b) Partial Night Duty to Train Operators- It is strictly on the basis of reporting timing recorded for 'sign on' and 'sign off' and the rates is as under:

Sign Off	Sign On	Quantum of Night Duty Allowance
After 2200 to 2300 hrs	After 0501 to 0600 hrs	@25% of applicable NDA
After 2301 to 2400 hrs	After 0401 to 0500 hrs	@ 40% of applicable NDA
After 2401 hrs	Before 0400 hrs	@60% of applicable NDA

The payment of Night Duty Allowance (NDA) will be made maximum for 18 nights per month in case of exigency. Further, concerned controlling officers at DGM level will keep a watch so that deployment of staff on night duty beyond two weeks may be resorted to only in extreme exigencies of work.

(Revised w.e.f 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

8. Hard Duty/ Kilometre Allowance:

Hard Duty Allowance based on 'Sign On' will be replaced with "Kilometrage Allowance". The conditions for Kilometrage Allowance shall be as under: -

- (i) A flat rate of Rs.3/- per km. as Kilometrage Allowance will be paid to train operators and no amount as per 'Sign On' basis will be applicable to them henceforth.
- (ii) However, the train operators who are called for protection/ stabling duties etc., will be paid Rs.100/- per 'Sign On'.
- (iii) The train operators operating train in Airport Line is eligible for Kilometrage Allowance at the rate of Rs. 2.1/- per km.

(Revised w.e.f 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

9. Consolidated Daily Allowance For Project Employees: -

The officers and staff posted at project sites are eligible for CDA. Such officer and staff who are posted at corporate office etc. and are required to visit site on more than 15 working days in a month will also be eligible for CDA at par with site employees. HODs should strictly ensure the same while recommending the cases for CDA.

The rates of CDA are as under w.e.f. 01.12.2019:-

S. N.	Employee Category	Admissible CDA Rate Per Month
1	Manager	4500/-
2	Asstt. Manager	3750/-
3	Sr. Supervisor (Rs.50000-160000/-)	3375/-
4	Supervisor (Below Rs.50000/-)	3000/-
5	Surveyors	3000/-
6	Non- Supervisor	2250/-

(Revised w.e.f 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019 & Revised w.e.f. 01.10.2019 for Non-executive vide O.O. No. PP-2897/2019 dated 04.10.2019)

10. Vehicle Allowance To Supervisors Posted At Project Sites:

Vehicle Allowance @ Rs.3000/-per month is admissible to the Supervisors, who are posted at project sites and using their own vehicle for site work. The vehicle allowance will be paid to only such supervisors, who are eligible for CDA. The vehicle allowance has been extended to the Surveyors also at par with Supervisors as a special case.

(Revised w.e.f 01.10.2019 vide O.O. No. PP-2897/2019 dated 04.10.2019)

11. Re-Imbursement For Employment Of TADK:-

The re-imbusement to Dy. HODs (Project and O&M) for TADK will be made @ Rs.12000/-

per month. Those HODs and above level officers who are availing the TADK reimbursement in lieu of engaging a TADK will also be eligible for this re-imburement.
(Revised w.e.f 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

12. Miscellaneous Allowance For Executives:-

(I) Reimbursement Of Office Expenses For Executives: - Allowance at the following rates a perk at the following rates on self-certification basis:-

-Directors & CVO	- Rs.10000/-per month,
- EDs	- Rs.8700/- per month,
- CGMs	- Rs.8000/-per month,
-GMs/SGMs	- Rs.6000/-per month,
- Dy HODs	- Rs.3000/-per month,

(Revised w.e.f 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

(II) Electricity bill reimbursement:

-Directors & CVO	-750 Units per month or 60% of unit consumed (whichever is more)
-Executive Directors & CGMs	-600 Units per month,
-HODs	-500 Units per month,
-Dy.HODs in CDA	-300 Units per month.

(Ref: O.O. No. PP/567/2006 dated 28.12.2006, O. O. No. PP/1658/2013 dated 27.08.2013& O. O. No. PP/1811/2014 dated 18.07.2014)

(III) Newspaper/ Magazine Allowance (only for CDA employees):

-Directors & above	-Rs. 1100/- per month.
-GM	-Rs. 850/- per month.
-AGM	-Rs. 500/- per month.
-JGM/Sr.DGM/DGM	-Rs. 500/- per month.
-Manager/AM	-RS. 500/- per month.

(Revised w.e.f. 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

(IV) Medical outdoor reimbursement (only for CDA employees):

-Directors & above	-Rs 3125/- per month.
-ED / HOD	-Rs. 2500/- per month.
-Dy. HOD	-Rs. 2190/- per month.
-Manager / AM	-Rs. 1750/- per month

(Revised w.e.f. 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

(V) Children Education Allowance:

- (a) Employees drawing pay in CDA scale are entitled for Children Education Allowance per month per child subject to a maximum for two children. Employee can draw the allowance on yearly basis. The annual ceiling limit for reimbursement of Children Education Allowance will be Rs.27000/- per child. Whenever DA goes up by 50%, CEA rates/ceiling would be automatically raised by 25%. The annual ceiling for reimbursement of Education Allowance for disabled children of Government employees has been revised to Rs. 54000/- per annum per child and the rates of Hostel subsidy for disabled children of Government employees is revised to Rs.81000/-per child per annum.
- (b) The rates of Special Allowance for child care to women with disabilities stands revised to Rs.1500/- per month.
- (c) The grant of Children education allowance to the employees in CDA pay scale will be regulated as per extant rules applicable to Central Government employees vide DOPT's Office Memorandum No.A-27012/02/2017-Estt. (AL) dated 16th Aug 2017.

(Ref: O.O. No. PP/2534/2018 dated 09.01.2018)

NOTE-For employees, drawing pay in IDA scales, Education Allowance is already a part of 31.5% perks.

- (VI) Furnishing of offices at residence:** -Directors/EDs/HODs are entitled to reimburse the cost of furniture/furnishing items for setting up a small office at their residence as per the following limits:-

S. N.	Designation	Ceiling Amount(Rs.)
1	Directors	3,00,000/-*
2	ED	1,25,000/-
3	CGM/GM	1,00,000/-

- * Directors are entitled for replacement of one third of the assets i.e. upto a maximum amount of Rs. 1 Lac after every three years and thereafter every block of three years towards furnishing of office at residence.
- Admissible once during service in DMRC.
 - Recovery of the cost with depreciation @ 33.33% p.a. for balance period, if leaving DMRC before 3 years on grounds like superannuation, repatriation to parent department or on cessation of employment.
 - Items viz. Sofa, table, side table, rake, almirah, curtains, carpet, Desktop computer, I-pad, TV-set and refrigerator may be purchased for residential office.
 - There-imburement will be made on submission of the proof of purchase.

(Ref: O.O. No. PP/1574/2013 dated 11.03.2013, O.O. No. PP/2449/2017 dated 25.07.2017 & office Note No. DMRC/PERC/6/2016 dated-05.05.16)

(VII) Provision of AC and Inverter to HODs: HODs are entitled for re-imbusement of actual amount incurred subject to a maximum Rs.30000/- for purchase of one AC (split/window with stabilizer), once in 4 years, on production of documentary evidence of the same.

HODs staying outside Metro Enclave are permitted to procure one inverter at the official residence. Actual amount incurred for the same subject to maximum of Rs.15000/- will be reimbursed on production of documentary proof of the purchase of the same. The life of inverter will be considered 4 years.

- The battery of the inverter may be replaced after every two years and on production of the bill a maximum amount of Rs.7000/- may be reimbursed for the same.
- In Case the officer leaves the organization before the period of 4 years, he has to pay the Corporation the depreciated value of equipment.

(Ref: O.O. No. PP/1668/2013 dated 11.09.2013)

13. Cash Incentive For Presentation Of Papers At National & International Level: -

If a presentation is co-authored/ presented by one or more employees at national or international level, a cash incentive of Rs.1000/- and Rs.5000/- respectively is to be distributed among the co-authors equally.

(Ref: O.O. No. PP/974/2009 dated 21.08.2009)

14. (A) Grants / Assistances / Incentives From Staff Welfare Fund:-

Employees are eligible for the following benefits from Staff Welfare Fund: -

S.N.	Welfare Scheme	Revised Grant (Rs)	Admissible to (Exe./ Non-Exe.)
i	Marriage Gift- Female Employee/ Dependent Male Employee/ Dependent	8000/- 4000/-	ALL
ii	Gift on birth of child- (Limited to first two child only)	2000/-	ALL

iii	Grant of assistance for school children- On Passing class-10th with- 85% and above but below 90% marks 90% and above but below 95% marks 95% and above marks (or equivalent grades)	4500/- 6000/- 7500/-	ALL
	On Passing class-12th with- 85% and above but below 90% marks 90% and above but below 95% marks 95% and above marks (or equivalent grades)	6000/- 7500/- 11000/-	
	First time admission in Nursery/ KG Annual Grant for dependent daughter for Degree Course Post Graduate Course	1000/- 4500/- 6000/-	Non- Exe.
iv	Grant for Recreation/ Amusement/ Sports/ Cultural activities (per employee)	125/-	ALL
v	Monthly Grant in case of long sickness (For life threatening diseases like Cancer, TB, Kidney, Liver ailment and major surgery requiring prolonged treatment and hospitalization)	4000/-	Non- Exe.
vi	Diet allowance for employee suffering from Cancer	3800/-	Non- Exe.
vii	Quarterly Grant for Handicapped child	2500/-	Non- Exe.
viii	Monthly Pension to dependent widow mother/ spouse (where no compassionate employment given)	3500/-	Non- Exe.
ix	Funeral assistance	10000/-	ALL

(Ref: O.O. No. PP/1692/2013 dated 31.10.2013)

- (b) **Cash awards For Excellence in Sports Field:** - To encourage the employees/ their wards for achievements in the sports field, the following cash awards shall be given for excellence at State, National and International level: -

S.N.	Achievement at	1 st Position	2 nd Position	3 rd Position
1	International level	Rs.20,000/-	Rs.15,000/-	Rs.10,000/-
2	National level	Rs.10,000/-	Rs.7,500/-	Rs.5,000/-
3	State level	Rs.7,500/-	Rs.5,000/-	Rs.4,000/-

The above awards will be extended for the sports events, which are recognized as International, National and State level competitions by the nominated Government authorities/ sports bodies.

(Ref: O.O. No. PP/1400/2012 dated 28.02.2012)

15. Entitlement For Leased Accommodation: -

(a) **For Executive:** The lease entitlement and lease rent recovery for Delhi & NCR towns is admissible at the following rates: -

S.N.	Level	Lease amount entitled for Delhi & NCR Per month (Rs.)	Lease rent Recovery Per month (Rs.)
1	Asstt. Manager	20000/-	1210/-
2	Manager	20000/-	1380/-
3	DGM/Sr. DGM	23300/-	1520/-
4	JGM/AGM	28400/-	1520/-
4	GM/CGM	30000/-	1730/-
5	ED	31700/-	1960/-
6	Director	45000/-	2590/-
7	Managing Director	50000/-	2880/-

Lease & Lease Rent Recovery for Mumbai*/Other cities: -

S.N.	Level	Lease amount entitled for Mumbai** Per month (Rs.)	Lease amount entitled for other cities Per month (Rs.)	Lease rent Recovery Per month (Rs.)
1	Asstt. Manager	40293/-	15000/-	970/-
2	Manager	40293/-	15000/-	1110/-
3	DGM/Sr. DGM	56386/-	17640/-	1220/-
4	JGM/AGM	56386/-	21720/-	1220/-
5	GM/CGM	72479/-	23000/-	1380/-
6	ED	72479/-	24360/-	1560/-

* Company Lease rate for non-executives stands revised to 45% of the revised basic pay w.e.f. 01.04.2018

** 10% increase in every financial year for executives.

*** For Mumbai's lease, monthly Maintenance Charges as per actual, or, a maximum Rs. 5000/- and Rs. 3000/- to executives & non-executives respectively. No other charges shall be paid other than maintenance charges (like Property Tax, Water Charges, Sinking Repair Fund, Major Repair Fund etc.,)

(Ref: O.O. No. PP/2647/2018 dated 27.09.2018, O.O No. PP/2040/2015 dated 17.08.2015, O.O No. PP/2663/2018 dated 16.10.2018 & Note No. DMRC/LM/Sec-20/99/2020 dated 27.01.2020)

(b) License Fee Recovery from DMRC employees occupying Staff Quarter:

S.N.	Type of quarter/flat	License Fee recovery per month (Rs.)
Shastri Park, Najafgarh, Yamuna Bank, Sarita Vihar, Gurgaon, Ajrona, Mukundpur, Mundka & Bahadurgarh		
1	Type II	280
2	Type III	550
3	Type IV & Transit-Exe	730
Pushp Vihar, Vidhan Sabha & New Ashok Nagar		
1	XEN level	730
2	Dy. HOD level/Type-V	1090
3	HOD level	1630
4	Director level	2350
5	MD's flat	2540

(Ref: O. O. No. PP/986/2009 dated 08.12.2009, O. O. No. O&M/HR-272 of 2021 dated 06.09.2021)

16. Mobile/Telecom Facility:-

(a) Landline phone/Broadband (Residential) facility connectivity-

S.N.	Category	Per month ceiling limit (Rs.)	Remarks
1	Directors	No limit	Includes all types of calls (Local, STD, ISD) and data usages with broadband connectivity.
2	ED/HOD	2500/-	Includes all types of calls (Local, STD, ISD) and data usages with broadband connectivity.
3	AGM/JGM/Sr.D GM/DGM	1600/-	Includes all types of calls (Local, STD) and data usages with broadband connectivity within the ceiling limits. ISD with DE/DO's approval
4	Manager/AM	700/-	

5	Supervisors/PAs	600/- Re-imbursment only	Entitlement for residential landline is withdrawn. However, this facility shall be continued for existing approvals. As a special case this facility may be provided with the approval of DO/DE
6	Drivers of Directors	Rental Only, i.e. Rs.250/- + taxes	

(b) Mobile phone connectivity-

S.N.	Category	Per month ceiling Limit (Rs.)	Remarks
1	Directors	No limit	With STD, ISD, International and National roaming with data usages.
2	ED/HOD	2000/-	Includes all types of calls (Local, STD, ISD, National and International roaming, data usages etc.) within the ceiling limit. Exceeding ceiling limit with DE/DO's approval.
3	AGM/JGM/ Sr.DGM/DGM	1000/-	Includes all types of calls (Local, STD, National roaming, data usages) within the ceiling limit. Exceeding ceiling limit with DE/DO's approval.
4	Manager/AM	700/-	
6	All Supervisors including Pas in supervisory grade	600/-	
7	Drivers of Directors	500/-	
8	Shift Mobile Phone for all categories	1500/- (min. required featured handset will be provided)	Includes only local calls and SMS.

- In order to avail the GST benefit all the official numbers (already provided/will be provided) have been converted in COCP (Company owned Company Paid) category and no individual reimbursement of mobile bill is allowed.

(Ref: Note dated 21.03.2013, Residential Land Line & Mobile Telecom Policy dated 03.08.2015, Note No. DMRC/S&T/O&M/Official Mobile Phone/2019/01 dated 20.12.2019, Note No. DMRC/S&T/Official Mobile Phones/2019/02 dated 20.12.2019, Note No. DMRC/S&T/Official Mobile Phones/2019/03 dated 23.12.2019)

(b) Mobile Handset-

Mobile handset may be purchased by the user himself and re-imbursment of the cost will be made as per the following ceiling limit:-

S.N.	Category	Ceiling limit for cost re-imburement(Rs.)
1	Directors	No limit
2	ED/HOD	20,000/-
3	AGM/JGM/Sr. DGM/DGM	10,000/-
4	Manager/AM	7000/-
5	Supervisors & below*	5000/-
6	Shift Mobiles for all categories will be provided by DMRC.	Minimum required featured handset will be provided.

• For cases covered under SOP M12

(Residential Land Line & Mobile Telecom Policy dated 03.08.2015, & Policy dated 18.07.2013)

(d) Laptop Policy:

The executives of AM, Manager, Dy. HOD and above are eligible for procurement of laptop on re-imburement basis or through IT department as per the following ceiling limits:

Eligibility	Cumulative cost ceiling for a Laptop including OS with one year warranty (All inclusive costs)	Cumulative ceiling amount for Repair & Maintenance including warranty extensions (All inclusive costs)
Manager/AM	Rs.40,000/-	Rs.10,000/-
Dy. HOD	Rs.55,000/-	Rs.15,000/-
ED/HOD/CGM	Rs.65,000/-	

The detailed procedure order for procurement, maintenance etc. of Laptop are mentioned in the revised Laptop policy, dated 30.06.2020.

17. Honorarium For D&AR Enquiry:

The officers and staff doing the D&AR enquiry in major Penalty Charge-sheeted cases, in addition to their assigned duties, will be entitled for the honorarium at the following rates:-

- i. Enquiry Officer - Rs.4500/-
- ii. Presenting Officer - Rs.3000/-
- iii. Assisting Official to I.O. - Rs.1500/-

The committee appointed to look into the harassment cases of female Executives and Non-executives will also be paid as per the above policy.

(Ref: O.O. No. PP-1300/2011 dated 05.09.2011)

18. Entitlement For Purchase Of Briefcase For Official Use:-

Entitlement for briefcase/ ladies carrying cases for officers and staff is as under: -

S.N.	Category/Grade	Entitlement (Rs.)	Remarks
1	Supervisors/ Inspectors and other Non-executive	2500/-	With approval of concerned HOD
2	Manager/ AM	3750/-	Not require any sanction
3	Dy. HODs	5000/-	
4	HODs/ GMs/EDs/CGM	6250/-	

- The life of briefcase is to be taken as three years, after which the officer will be entitled for new briefcase without surrendering the old one.
- If the officer completes his/her term before the expiry of three years from the date of purchase of briefcase, he/she can retain the briefcase after taking the approval from the concerned HOD/ Director.

(Revised w.e.f 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019 & Revised w.e.f. 01.10.2019 for non-executive vide O.O. No. PP-2897/2019 dated 04.10.2019)

19. Conveyance & Refreshment For Working Beyond Office Hours And On Holidays / Sundays:-

In exigency of work and in inescapable situations only, the Non-Executive staff booked for Sundays/Holidays and for early coming or late going in normal working days, will be entitled for conveyance and refreshment as given below:-

S. N.	Category	Revised
1	All Non-Executive (Except for Vehicle Drivers)	<p>Rs. 170/- per day for stay beyond office hours or attending office early and</p> <p>Rs. 340/- per day for attending office on holidays/Sunday.</p> <p>The maximum limit of reimbursement shall be Rs. 2700/- per month.</p>

2	Vehicle Driver (duty hour 8:30 am to 18:30 pm)	<p>Rs. 245/- per day for stay beyond office hours or attending office early and</p> <p>Rs. 370/- per day for attending office on holidays/Sunday.</p> <p>The maximum limit of reimbursement shall be Rs. 4500/- per month.</p>
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- The above will be applicable only for non-executive employees.
- Proper register for booking of staff will be maintained.
- Claim will be scrutinized by Dy.HOD.
- Persons covered under CDA will not be entitled for the above.
- Non-executive consultant and re-employed working on re-employment/ consultants/ contract basis are also eligible for reimbursement.
- The Consultant Executives (AM/Manager level) are also eligible for reimbursement up to a maximum limit. of Rs.2000/-p.m.

(Revised w.e.f 01.12.2019 vide O.O. No. PP-2964/2020 dated 11.02.2020, O.O No. PP/2056/2015 dated 01.09.2015-for Consultant AMs/Managers)

20. Shifting Allowance:-

In case of shifting of household from private quarter to leased accommodation or in staff quarter, Shifting allowance will be admissible at the following rates, only once in the service life:-

S.N.	Pay Scale	Shifting allowance Reimbursable (Actual/ Subject to a maximum of Rs.)
1	Rs.50000-160000/- and above (Executive)	16000/-
2	Supervisors	8000/-
3	Non Supervisors	5000/-

(Revised w.e.f 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019 & Revised w.e.f 01.10.2019 for Non-executive vide O.O. No. PP-2897/2019 dated 04.10.2019)

21. Incentive on Acquiring Higher Qualification: -

The employees who pursue educational qualification after joining DMRC and with prior permission from organization will be entitled for the incentive at the following rates, subject to obtain 60% marks or equivalent grade:-

S.N.	Level of qualification attained	Qualification	Incentive (Rs.)
1	Degree and above level	Ph.D.	10000/-
		Post-Graduation	10000/-
		Graduation	8000/-
2	Diploma level	PG Diploma (2 Years)	6000/-
		Diploma (3 Years)	4000/-
		Diploma (less than 3 years, approved by Govt. body)	Proportionate of 3 years course(not less than 6 months period) subject to a minimum Rs.1000/-
3	School level	Higher Secondary	2500/-
		High School	1500/-

(Ref: O.O. No. PP-409/2005 dated 19.10.2005)

22. Honorarium For LDS/Open Market Examinations: -

- (a) **Open Market Examination:** - Executives and staff deployed in open market written examination are entitled for the honorarium as given below-

S.N.	Category	Honorarium @ rate (Rs.)
1	Dy. HOD & above	2500/-
2	Executive, AM/Mgr.	2000/-
3	Supervisors & below	1600/-

As per practice in vogue, in addition to the above, the Executives shall be eligible for transportation facility. In case of non-availability of transportation, Conveyance @Rs.750/- and Rs.850/- or actual expenditure, whichever is less, will be given to the Executives residing in Delhi and NCR, respectively, against their claim.

- (b) **Limited Departmental Selection:** - Executives and staff deployed in LDS written examination are entitled for the honorarium as given below: -

S.N.	Category	Honorarium @ rate (Rs.)
1	HOD	1875/-
2	Dy. HOD	1250/-
3	Below Dy. HOD & other staff	1000/-

As per practice in vogue, in addition to the above, the Executives shall be eligible for transportation facility. In case of non-availability of transportation, Conveyance @Rs.750/- and Rs.850/- or actual expenditure, whichever is less, will be given to the Executives residing in Delhi and NCR, respectively, against their claim.

(Revised w.e.f. 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019)

(c) **Question Paper Setting:** - Officers prepare question papers for LDS/LDCE for online examinations are entitled for honorarium at the following rates: -

i. Limited Departmental Competitive Examination (LDCE):

LDCE			
S.N.	Category	Papr-I MCQ	Paper-II MCQ
1	HOD	5000/-	2500/-
2	Dy. HOD	4000/-	2000/-

ii. Limited Departmental Selection (LDS):

LDS		
S.N.	Category	Paper-I MCQ
1	HOD	5000/-
2	Dy. HOD	4000/-

(Ref: O.O No. PP/2216/2016 dated 25.05.2016)

23. Honorarium for Delivering Lecture As Guest Faculty: -

The rates for delivering lectures in DMRA or in any other training programme/ seminar/ workshop, organized with the approval of competent authority, will be as under:-

S.N.	Category	Lecture in DMRA(Rs.)
1	MD & Director	1600/-
2	ED	1350/-
3	HOD	1250/-
4	Dy. HOD	900/-
4	AM/Manager	550/-
5	Non-executive	450/-

- If the lecture is of two hours duration, the amount admissible will be 50% more than the above rates.
- This will be subject to overall ceiling of an amount equivalent to 20% of the Basic Pay of the concerned official in a particular month for delivering lectures as a guest faculty.
- Dean/DMRA, will approve the honorarium before sending to Finance, for making the payment on quarterly basis.

(Revised w.e.f. 01.12.2019 vide O.O. No. PP-2925/2019 dated 03.12.2019 & Revised w.e.f 01.10.2019 for Non-executive vide O.O. No. PP-2897/2019 dated 04.10.2019)

24. Outstation Allowance: -

- (i) Outstation Allowance 10% with a limit of Rs 4000/- PM for posting in Jaipur & Kochi consultancy division.
- (ii) Outstation Allowance @ 25% for posting in Patna & Mumbai consultancy division.

(Ref: Note No. DMRC/89/MD/Note/5/11 dated 09.05.2011, O.O. No. PP-2647/2018 dated 27.09.2018)

25. (A) Foreign Pay & Allowance:

The pay, allowances and other benefits of executives (grade-wise) posted on foreign assignment shall be regulated as mentioned below (Currency in US \$)

S.N .	Particulars	AM	Manager	DGM	Sr. DGM	JGM	AGM	HO D	ED	Director	MD
1	Foreign Salary/ Month	2415	2678	2993	3255	3518	3885	4410	5040	6248	7298
2	Escalation/ Increment	3% per annum (w.e.f. the start date of GC assignment of the official.)									
3	Entertainment/ Misc expenditure per month	135	155	170	185	200	220	250	290	355	415
4	Per Diam allowance										
	(i) Short-term assignments	55	65	70	75	80	90	100	115	145	165
	(ii) Long-term assignments	45	50	55	60	65	75	80	95	115	135
	Note: For assignments in Asian Countries, the per DIAM charges will be reduced by 25%										
5	Accommodation Charges/day										
	(i) Short-term assignments	65	75	85	90	100	110	120	140	170	200
	(ii) Long-term assignments	45	50	55	60	65	75	80	95	115	135
	Note: 1.For assignments in Asian Countries, the accommodation charges will be reduced by 25%										
	2. The accommodation charges will be paid on submission of original receipt upto maximum of above limits										
6	Telephone per month	55	65	70	75	80	90	100	115	145	165
	Note: If the telephone facility is provided by the Client/ GC/ Consortia the same will not be payable										
7	Transportation	To be provided by GC									
8	Ex-gratia	Payable as per Company Rules									
9	Home Leave Passage	As per GC contract terms									

10	Service bond with company	To serve company during the entire term of GC assignment of the official and one year thereafter or to pay Rs.15 lakhs
11	Children education Allowance (foreign)	Actual expenses reimbursed by the company subject to 10% recovery from total bill for education expenses incurred for study for children in the country of assignment for upto two children and upto class 12 only
12	Income tax payable in India	Concerned employee
13	Income tax payable in Foreign country	As issued by the company vide Note no. DMRC/Fin/Estt./Dhaka/2014-15 dated 16.02.2015. Employee needs to mandatorily follow the Circular No. DMRC/PERS/16/2017 dated 07.04.2017
14	Residential accommodation in India	Can retain DMRC accommodation or avail HRA throughout the period of foreign assignment
15	Medical insurance/ facilities - abroad	As per DMRC policy
16	Medical insurance/ facilities - India	As per DMRC policy
17	Leave	3 NH of India and closed holidays as followed by the JV partner, EL, HPL and commuted leave shall be allowed as per DMRC Rules

Note: Short-term Assignment—Means any assignment of less than or equal to 90 days.
Long-term Assignment---Means any assignment of more than 90 days.

(Ref: Office Note No. DMRC/PERS/14/2013 dated 26.11.2013 ,Note no. DMRC/Fin/Estt./Dhaka/2014-15 dated 16.02.2015 , Circular No. DMRC/PERS/16/2017 dated 07.04.2017 & Office Order No. PP/2754/2019 dated 31.01.2019)

1. **Per Diem Allowance** – The per Diem allowance shall be as per Office Note No.DMRC/Pers./14/2013 dated 16.09.2013, 02.12.2013 and Office Order No.PP/3077/2021 dated 02.02.2021. However, the upper limit of Per Diem Allowance is restricted to USD 60 for employees posted on foreign assignment on short term and long-term basis irrespective of the amount paid by foreign client to DMRC, with effect from 02.02.2021.
2. **Accommodation Charges** – Normally the accommodation will be provided by the foreign client. However, wherever it is not provided, the accommodation charges per day will not exceed the amount payable by the foreign client to DMRC for the concerned project.

3. **Facility of TADK** – Wherever TADK has been provided and the officer is keeping his family in India, the TADK will be allowed to continue during the period of foreign assignment. However, wherever the officer has taken his family to the foreign country, the allowance in lieu of TADK will be limited to his entitlement in India, i.e. Rs. 12000/- per month.
4. **Self Vehicle facility and Entertainment allowance-** (Ref: Note no. DMRC/PERS/14/2019 dated 10.07.2019)

S. N.	Post	Revised IDA scale INR	Foreign Salary/ Month	Entertainment/ Misc. per month	Per DIAM allowance Short/ Long term	Accommodation charges per day	Telephone per month
Non-Executive		INR	USD	USD	USD	USD	USD
1	PA/Sr. Asstt./Driver Gr-I/MCM/Draftsman/JE/Stn. Controller/Train Op/ Vig. Insp Gr-II	37000-115000*	1500	75	30/20	40/20	30
2	PA/Sr. Asstt./Driver Gr-I/MCM/Draftsman/ASE/Stn. Controller/Train Op/ Vig. Insp Gr-II	40000-125000*	1550	85	35/25	40/25	35
3	SPA/SO/JE-I/Legal Asstt. Librarian/Dsl Driver/Shunter/Sr. Stn. Controller/Sr. Train Op/Vig. Insp. Gr-I/SE	46000-145000*	1750	100	40/30	50/30	40
4	PS/SSE/SRSO/Stn. Manager Gr-II/Time Table Insp./Revenue Insp./Loco Insp./Sr. Vig Insp./SSO (Non-Exe)*	50000-160000 (Non-Exe)*	2050	115	45/35	55/35	45
* In addition to the above, the following will also be admissible:" Whenever in foreign country, if DMRC provides the facility of free guest house in the city of foreign assignment, 25% of the accommodation fee in local currency payable as per circulars dated 16/09/13 & 02/12/13 will be paid to the DMRC personnel deployed as expats and availing the facility of free guest house, to compensate them for their shared living".							
5	Transportation	To be provided by GC					
6	Ex-gratia	Payable as per Company Rules					
7	Home Leave Passage	Pay and Allowance for leave availed during the foreign assignment shall be in the Indian salary i.e. IDA/CDA/Consolidated fee as the case may be.					

8	Service bond with company	To serve company during the entire term of GC assignment of the official and one year thereafter or to pay Rs.15 lakhs
9	Children education Allowance (foreign)	Ceiling amount is 15% of fixed salary/ month of employee towards children education allowance up to class 12th subject to the production of original tuition fee receipts.
10	Income tax payable in India	Concerned Employee
11	Income tax payable in Foreign country	As issued by the company vide Note no. DMRC/Fin/Estt./Dhaka/2014-15 dated 16.02.2015. Employee needs to mandatorily follow the Circular No. DMRC/PERS/16/2017 dated 07.04.2017
12	Residential accommodation in India	Can retain DMRC accommodation or avail HRA throughout the period of foreign assignment.
13	Medical insurance/ facilities – abroad	Overseas Mediclaim Policy provided to the employees at DHAKA is having an exclusion clause according to which full amount of OPD medical claims are disallowed upto 100USD. In addition to the above, the following will also be admissible. The amount of medical claim disallowed by the Insurance Company as per the exclusion clause shall be reimbursed by DMRC subject to submission of documentary proof in line with DMRC medical policy.
14	Medical insurance/ facilities - India	As per DMRC Policy
15	Leave	3 NH of India and closed holidays as followed by the JV partner, EL, HPL and commuted leave shall be allowed as per DMRC Rules. If an employee is going on sanctioned leave from the foreign country then he will be paid as per home salary for the leave period.
16	Travel for family	The officers who are required to stay for longer period, will be eligible for reimbursement of one economy class airfare for spouse and two unmarried children below 25 years of age for every 12 months with minimum deployment of 12 months period in that year.

(Ref: O.O. no. PP/1974/2015 dated 24.04.15 & O.O. no. PP/1976/2015 dated 27.04.15)

B. Procedure order for payment of Foreign Travel Advance on official tour:

COMPENSATION FOR STAY AND PERSONAL EXPENSES FOR TOUR ABROAD

When an employee of the corporation is required to undertake journeys to and stay in a foreign country on business of the corporation, he will be provided with air ticket for travel to and fro for that country. In addition, he will be paid cash allowance in foreign currency or travellers' cheques or in Indian rupees travellers' cheques in accordance with the regulations framed by the RBI and as per the rates adopted by DMRC from time to time. In addition, he is entitled to get reimbursement of charges incurred on entitled mode of transport from residence to airport and airport to residence.

Procedure order for payment of Foreign Travel Advance on official tour:

The payment of foreign travel advance to DMRC officials proceeding on foreign tour for official work will be regulated as under:

1. Foreign TA advance will be given in two components; viz., consolidated per diem allowance and per diem allowance at a fixed rate depending on the country proposed to visit.
2. **Consolidated per diem Allowance:**
 - a. It will, inter alia, cover expenditure on hotel room rent; officials telephones calls, officials intra city transport and other contingent expenditure.
 - b. Consolidated per diem allowance will be paid on the basis of 24-hours day for part of the day also, full consolidated per diem allowance will be paid, the clock will start from the time of disembarkation at the destination.
 - c. On return from tour, the officials will render account for all items other than per diem allowance admissible for the country as per MEA rates. The supporting vouchers for hotel charges and wherever possible for all other items like telephones calls and other contingent expenditure will be submitted with TA bill.
3. **Per Diem allowance:**
 - a. For the purpose of calculating per diem allowance, the day will be taken from mid-night to mid-night and the clock will start from the time of disembarkation at the destination.
 - b. Per Diem allowance will be governed by the rates prescribed for the particulars county by the Ministry of External Affairs. However, in case of HOD's and above levels, the 25% cut has been restored back vide this office note NoDMRC/PERS/16/2006, dated 23/03/06.
 - c. Wherever the hotel charges include breakfast charges, the per diem allowance shall be reduced by 10%.
 - d. The payment of per diem allowance will be admissible asunder-

S.N.	Details	Admissibility
1	For a stay of less than six hours	NIL
2	For a stay of more than six hours but up to twelve hours	50% of per diem rate
3	For a stay of more than twelve hours	100% of per diem rate

- e. Per Diem Allowance will also be paid as per above rates for the journey time/stay on either side.
- f. Total per Diem Allowance including that of journey time will, however, not exceed the total no. of days spent outside India.
4. Expenses on entertainment will not be reimbursed except when sanctioned with specific approval of MD.
5. The amount taken as advance should be settled within one month from the date of drawing the advance.
6. The per diem allowance for the stop over stay, if any, between the originating & destination countries will be paid as per para 3(d) if such stay is unavoidable because of non-availability of connected flight. Per Diem allowance is not payable for the time spent during normal course of journey. In this case, it will be governed by para 3(a) above.

The following rates of per diem allowance (consolidated per diem allowance) are admissible per day for DMRC officials visiting aboard on official account:

Category	Consolidated PD (per day)	Remarks
CM, MD & Directors	\$400	This is inclusive of hotel and other incidental charges. In addition to the above, fixed rate of per diem allowance applicable to different countries is paid.
SAG	\$ 300	
SG/JAG	\$ 240	
Executives (SS/JS)	\$ 200	
Non-executives (Supervisors)	\$ 150	
Non-executives (Non-supervisors)	\$ 125	

DA admissible for foreign tours other than training:

Officer Drawing Pay	DA admissible for 1 st 14 days	DA admissible for next 14 days	DA admissible for 28 days onwards
Rs.8500/-PM and above	Full rate as prescribed	75% of the full rates	60% of the full rates
Rs.3300/- to 8499/- PM	75% of full rate prescribed	75% of the full rates	60% of the full rates
Below Rs.3300/- PM	33% of full rate prescribed	75% of the full rates	60% of the full rates

DA admissible for foreign training:

SLABS	Executive	Non-executive
1 st 14 days @ full rates	\$ 56.25	\$ 42.19
2 nd 14 days @ 75% of the full rates	\$ 42.19	\$ 31.64
28 days onwards @ 60% of the full rates	\$ 33.75	\$ 25.31

Foreign exchange to Non-DMRC officers for tours abroad: - The full amount of foreign exchange required for the foreign tour for non-DMRC employees shall be released only to the accompanying DMRC officer as per the entitlement. On return from the foreign tour, the accompanying DMRC officer shall render the accountable to DMRC.

GENERAL

Travel and Daily allowance 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 should use the same discretion and judgement in incurring these expenses economically as he would exercise when he undertakes travel on his own account.

26. Fee Of Consultant/Re-Employed/Contract/ Self-Contract/ Employees:-

The fees of Consultants/Re-employed/Contract/Self-contract employees of DMRC are as under:

(a) Fee of Consultants:-

S.N.	Revised CDA grade held at the time of retirement	Fee per month (Rs.)
	<u>Advisors</u>	
1	Officer retired in grade Rs.80000/-fixed on equivalent IDA grade Rs.200000-370000 IDA	82300
2	Officer retired in grade Rs.75500-80000 or equivalent IDA grade Rs. 180000-340000 IDA	79400
3	Officer retired in grade Rs.67000-79000 or equivalent IDA grade Rs.150000-300000 IDA	74200
4	Officer retired in grade Rs.37400-67000 (GP-10000) or equivalent IDA grade Rs.120000-280000 IDA	64800
	<u>Consultants</u>	
5	Officer retired in grade Rs.37400-67000 (GP-8900) or equivalent IDA grade Rs. 100000-260000 IDA	57800
6	Officer retired in grade Rs.37400-67000 (GP-8700) or equivalent IDA grade Rs. 90000-240000 IDA	51800

7	Officer retired in grade Rs.15600-39100 (GP-7600) or equivalent IDA grade Rs. 80000-220000 IDA & 70000-200000 IDA	40500
8	Officer retired in grade Rs.15600-39100 (GP-6600) or equivalent IDA grade Rs. 60000-180000 IDA	35700*
9	Officer retired in grade Rs.15600-39100 (GP-5400) / Rs.9300-34800 (GP-5400)/G.B or equivalent IDA grade 50000-160000 IDA	27700
	<u>Consultants (Non-executive)</u>	
10	Supervisor retired in grade Rs.9300-34800 (GP-4800) Or equivalent IDA grade 50000-160000 IDA	26800
11	Supervisor retired in grade Rs.9300-34800 (GP-4600) Or equivalent IDA grade 46000-145000 IDA	24200
12	Supervisor retired in grade Rs.9300-34800 (GP-4200) Or equivalent Pre revised (Rs.5500-9000) or equivalent IDA grade Rs. 40000-125000 IDA	20800
13	Supervisor retired in grade Rs.9300-34800 (GP-4200) Or equivalent Pre revised (Rs.5000-8000) or equivalent IDA grade Rs.37000-115000 IDA	18400
	<u>Consultants (Supporting Staff)</u>	
14	Supporting Staff in grade Rs. 5200-20200 (GP-2800) or equivalent.	16400
15	Supporting staff in grade of Rs. 5200-20200 (GP-2400) or equivalent IDA grade Rs.35000-110000 IDA	14500
16	Supporting staff in grade Rs. 5200-20200 (GP-1900)/Rs.5200-20200 (GP-1800) or equivalent IDA grade Rs.25000-80000, Rs. 20000-60000 & 16000-50000 IDA	11000
17	Consultant on retainership fee basis	11700

***Retired Sr.PPS and above levels engaged as consultant PAs will get a maximum of this fee only.**

A. Fee for Re-employed personnel

The fee of Re-employed employees has also been approved for revision on the following terms and conditions:-

- 1) All re-employed employees posted Outstation, shall be paid consolidated fee, as shown below for Delhi and outstation office, w.e.f 01/04/2018. The outstation fee shall be 10% higher than the fees paid at Delhi office.
- 2) HRA/ Self Lease @24% and @16% (for Y class city) of the consolidated fee will be paid to all re-employed over the consolidated fee, as applicable.
- 3) Re-employed employees drawing company lease will have to forgo HRA amount and draw company lease at the existing rate, along with HRR recovery, as in vogue.

- 4) Self-lease will be part of salary and no lease agreement needs to be signed.
- 5) Those joining afresh on re-employment basis, shall not be eligible for company accommodation. However, such re-employed employees continuing with DMRC company accommodation, shall have to forego the HRA/Lease i.e., 24% or 16% of the fee.

(b) Fee for Re-employed

S.N.	Pay scales in CDA/IDA	Consolidated fee (Rs.)	
		Delhi	Outstation office
1	Officer retired in grade Rs.80000/-fixed on equivalent IDA grade Rs.200000-370000 IDA	165000	181500
	Officer retired in grade Rs.75500-80000 or equivalent IDA grade 180000-340000 IDA		
2	Officer retired in grade Rs.67000-79000 or equivalent IDA grade 150000-300000 IDA	155000	170500
	Officer retired in grade Rs.37400-67000 (GP-10000) or equivalent IDA grade Rs.120000-280000 IDA		
3	Officer retired in grade Rs.37400-67000 (GP-8900) or equivalent IDA grade Rs. 100000-260000 IDA	132900	146190
4	Officer retired in grade Rs.37400-67000 (GP-8700) or equivalent IDA grade Rs. 90000-240000 IDA	119000	130900
5	Officer retired in grade Rs.15600-39100 (GP-7600) or equivalent IDA grade Rs. 80000-220000 IDA & 70000-200000 IDA	93200	102520
6	Officer retired in grade Rs.15600-39100 (GP-6600) or equivalent IDA grade Rs. 60000-180000 IDA	82000	90200
7	Officer retired in grade Rs.15600-39100 (GP-5400) / Rs.9300-34800 (GP-5400)/G.B or equivalent IDA grade IDA grade 50000-160000 IDA	63800	70180
8	Supervisor retired in grade Rs.9300-34800 (GP-4800) Or equivalent IDA grade 50000-160000 IDA	61600	67760
9	Supervisor retired in grade Rs.9300-34800 (GP-4600) Or equivalent IDA grade 46000-145000 IDA	55800	61380

10	Supervisor retired in grade Rs.9300-34800 (GP-4200) Or equivalent Pre revised (Rs.5500-9000) or equivalent IDA grade Rs. 40000-125000 IDA	47700	52470
11	Supervisor retired in grade Rs.9300-34800 (GP-4200) Or equivalent Pre revised (Rs.5000-8000) or equivalent IDA grade Rs.37000-115000 IDA	42400	46640
12	Supporting Staff in grade Rs. 5200-20200 (GP-2800) or equivalent	37600	41360
13	Supporting staff in grade of Rs. 5200-20200 (GP-2400) or equivalent IDA grade Rs.35000-110000 IDA	33300	36630
14	Supporting staff in grade Rs. 5200-20200 (GP-1900)/Rs.5200-20200 (GP-1800) or equivalent IDA grade Rs.25000-80000, Rs. 20000-60000 & 16000-50000 IDA	25300	27830

*Consolidated fee for re-employed in Delhi/Minimum of pay scale for re-employed in DMRC outstation office.

Illustration on the fee of re-employed (HoD) level:-

- Delhi- Consolidated fee+24% HRA/Self Lease=(Rs.155000+Rs.37200)=Rs.1,92,200/-
- Mumbai-Consolidated fee+24% HRA/Self Lease =(Rs.170500+Rs.40920)=Rs.2,11,420/-
- Jaipur/Kochi- Consolidated fee+16% HRA/Self Lease=(Rs.170500+Rs.27280)=Rs.1,97,780/-

The applicable perks and allowances like Vehicle, Phone, TADK, etc., will continue as per existing policy.

(Ref: O.O. no. PP/2646/2018 dated 27.09.2018)

27. Special Allowance For DMRA & Consultancy Wing Officials: -The employees posted at DMRA and Consultancy Wing are eligible for three increments without the effect of deduction of 12% PF on these Increments. For Consultancy Wing, it is applicable from 01.03.2021. These 3-Increments amount will be uniform and will have no relation with Annual/Promotional Increments.

(Ref: O.O. No.PP/2647/2018 dated 27.09.2018) & Note No. DMRC/Trg.

Instt/Faculty_reqmt/2019 dated 10.05.2019, O.O. No.PP/3077/2021 dated 02.02.2021)

28. Special Allowance To Vigilance Department: -The employees of Vigilance Department are eligible for Two increments without the effect of deduction of 12% PF on the two Increment.

(Ref: O.O. No. PP/2647/2018 dated 27.09.2018)

29. Birthday Gift:-

Gift of Rs. 2000/- is given on birthday to every employee annually. It is released with the salary of previous month of Employees' birth.

30. Subsistence Allowance: -

An employee under suspension shall be entitled to draw subsistence allowance equal to 50% 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 employee continues to meet the expenditure for which the allowance was granted.

When 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:

The amount of subsistence allowance may be increased to 75% of basic pay and allowance there on, if in the opinion of said authority, the period of suspension has been prolonged for reasons, to be recorded in writing, not directly attributable to the employee under suspension. The amount of subsistence allowance may be reduced to 25% of basic pay and allowance there on, 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.

31. Secretarial Expenses To Conciliator/Arbitrator:-

The Personal Assistants/staff who assist the HOD and Dy. HOD level officers of DMRC appointed as Conciliator/Arbitrator will be paid a fee of Rs.1000/- for secretarial duties performed by them. The fee would be shared equally by both DMRC and the other party to the dispute.

The Conciliator/Arbitrator should appoint one staff member/PA to whom the secretarial charges would be payable and must record the name of such staff/PA in the minutes of conciliation/arbitration proceedings.

(Ref: Circular No. DMRC/Legal/Arbitration Fee/2012 dated 20.06.2012)

32. Interpretation and Relaxation:

The decision of the Managing Director of the Corporation, on all interpretations and relaxations to these rules, will 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.

Chapter - D

Travelling Allowance / Daily Allowance (TA/DA)

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TRAVELLING ALLOWANCE/DAILY ALLOWANCE (TA/DA)

1. OBJECTIVE

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 Corporation's official business or work or a re-transferred to a new place of work, to meet the expenses of travel, stay, food, etc., and in the case of transfer or relocation of the employee and his family.

2. SCOPE AND APPLICABILITY

These Rules apply to all regular employees of the Corporation and those on probation, extension and re-employment 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 and those engaged on contract basis unless all or any of these provisions are specially made applicable to them with the specific approval of the Managing Director of the Corporation.

3. DEFINITION

- i. "Controlling Officer," means the officer or authority empowered to authorise the tour of duty of the employee or on his transfer.
- ii. "Family means an employee's spouse, children (son below the age of 25 years or till get married or employed, whichever is earlier and daughter till married or employed) and wholly depended parents upon the employee.
- iii. "Pay" means the basic pay.
- iv. "Tour of duty" means the visit of the employee from his head quarters office to another place on the corporation's official business or work.

Note: - Travels for the purpose of appearing in official enquiries, selections or interviews conducted by the corporation, etc. will be treated as tour on duty.

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

4. **CLASSIFICATION**

For the purpose of these rules, the employees of the corporation are classified into the following grades according to the range of pay in which they are at the time of tour on duty or transfer:-

Level	Revised CDA Pay Band	Grade Pay	Revised IDA Grades
Non Supervisor	5200-20200	1800	16000-50000
		1800	20000-60000
		2000	25000-80000
		2400	35000-110000
Supervisor	9300-34800	4200	37000-115000
		4200	40000-125000
		4600	46000-145000
		4800	50000-160000
Asst. Manager	15600-39100	5400	50000-160000
Manager		6600	60000-180000
DGM		7600	70000-200000
Sr. DGM	New Grade		80000-220000
JGM	37400-67000	8700	90000-240000
AGM		8900	100000-260000
HOD		10000	120000-280000
ED			150000-300000
Directors			180000-340000
MD			200000-370000

5. **CONTROLLING OFFICERS:** - For the purpose of journeys on tour by different categories of staff, the controlling officers are as stipulated in SOP.

6. **MODE OF TRAVEL FOR JOURNEY ON TOURS OF DUTY BY AIR/RAIL/ROAD/STEAMER**

6.1 The following modes of travels are authorised for employees of different grades while they undertake journeys on tour of duty and if they are not provided the requisite tickets for these journeys by the Corporation, they may claim reimbursement of the expenses incurred by them on this account-

<u>Pay Scale</u>	<u>Entitlement</u>
MD/TMM/CVO	By Air (Domestic "Highest Class, International" First Class" Rail: Highest class. Road: Actuals.
ED/CGM	By Air (Domestic "Highest Class, International" Business Club Class") Rail: Highest class. Road: Actuals by AC Taxi
HODs in Pay Scale Rs. 120000-280000	By Air (Domestic "Y" Class, International "Business Club Class") Rail: AC-1Class. Road: AC Taxi NOTE: (1) Entitlement to travel on duty for GM level on deputation to DMRC shall be as per their entitlement in their parent department and for GM level regular officer of DMRC with Basic Pay Rs. 175000/- and above, shall be entitled for Air Travel by Business Class.
Rs. 70000-200000 and above but less than Rs. 120000-280000	By Air (Economy Class) Rail-1st AC (Rajdhani:2nd AC, Shatabdi: CC) Road: Actuals fare by Taxi
Rs. 50000-160000 (Exe) and above but less than Rs. 70000-200000	By Air (Economy Class) Rail-2nd AC (Rajdhani:3rd AC, Shatabdi: CC) Road: Taxi
Rs. 35000-110000 and above but less than Rs. 50000-160000 (non-Exe)	Rail-First Class/ Rajdhani:3rd AC, Shatabdi: CC) Road: AC Bus
Rs. 25000-80000 and above but less than Rs. 35000-110000	Rail-First Class/AC 3 tier Road: AC Bus
Below grade Rs.25000-80000	Rail- 2nd Sleeper Road- By ordinary bus

6.2 An employee, while on tour is entitled to get, besides fare, hotel charges and TA, reimbursement of expenditure incurred by him on the following counts:-

- i. Travel cost from his residence to airport/railway/bus station at the time of proceeding on tour and on returning to residence from the above points.
- ii. Travel cost from airport/railway/bus station to the place of stay at the tour station and back to the above points.
- iii. Charges on local tour within the tour station.
- iv. In case of road travel between places connected by rail/air, travel by any means of public transport/own transport is allowed provided the total fare does not exceed the train fare by the entitled class.
- v. Reimbursement of actual reservation including tatkal charges/cancelation charges and bedding charges levied by railways/IRCTC while travelling by rail on official tour is admissible.

- vi. For places not connected by rail, reimbursement will be restricted to their entitlement mode of transport as per the prescribed rates issued by the Director of Transport of the concerned state or of the neighbouring states or DMRC approved rates (as per the tendered rate by the transporter).
- vii. TA advance on official tours can be availed up to 90% of the estimated expenditure.
- viii. Any expense in excess to the individual eligibility incurred on transport only during official tours over and above will be admissible for payment after the specific approval of Concerned Director.
- ix. The powers to permit an employee to travel in the immediate next higher mode of category while on official tour will continue to be with the Director concerned.

Note:-

- i. Travel by AC III-Tier Sleeper will be permissible in trains in which FC or AC Chair car accommodation is not provided.
- ii. All Company employees who are entitled to travel on tour/transfer by First Class/ AC III-Tier Sleeper/AC Chair Car may travel by AC2-Tier Sleeper where any of the trains connecting the originating and destination stations concerned by the direct shortest route do not provides these three classes of accommodation.

6.3 The employees, who are required to travel on official work within the headquarters station, are entitled to travel by the following modes and claim reimbursement on actual:
Entitlement to travel at official work:-

<u>Pay Scale</u>	<u>Mode</u>
Rs.120000-280000 and above but below TMM	Taxi (AC)
Rs.50000-160000 (Exe) and above but less than Rs. 120000-280000	Taxi
Rs.25000-80000 and above upto Rs.50000-160000 (Non-Exe)	3 Wheeler
Below grade Rs.25000-80000	Bus

6.4 An employee proceeding on journey 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. Otherwise the advance will be liable to be recovered from the salary of the employee. All advances on account of tour etc. Are to be settled immediately on completion of journey (within 30 days) failing which simple interest @ 10%per annum will be charged till the unspent money is deposited back for entire period, i.e., from date of its drawl.

- 6.5** Mileage allowance for road journeys shall be regulated at the following rates in places where no specific rates have been prescribed either by the Director of Transport of the concerned state or of the neighbouring states:

<u>Description</u>	<u>Applicable rates while on official tour</u>
For Journey performed by own car/ taxi	<p>Base fare Rs. 25/- for 1 KM and onwards Rs. 16 per km for AC Taxi/Car</p> <p>Base fare Rs. 25/- for 1 KM and onwards Rs. 14 per km for Non-AC Taxi/Car</p>
For Journeys performed by auto rickshaw/own scooter	<p>Base Fare- Rs. 25/- for 1.5km</p> <p>Onwards-Rs. 9.5/- per km.</p>

(Ref: O.O. No. PP-2925/2019 dated 03.12.2019 & O.O. No. PP-2765/2019 dated 15.02.2019)

- i. Notwithstanding above, actual road mileage as incurred by the employee while on official tour is reimbursable against submission of taxi/auto rickshaw receipt clearly indicating distance travelled (from & to) with the approval of HODs in respect of employees upto Manager level and on self certification basis for Dy. HODs and above. However, if it is claimed on self certification basis, without any receipt/bill, a statement showing the details of local journey undertaken (from and to), distance travelled, mileage/KM and total amount paid may be got approved from concerned Director and to be enclosed with TA claim. If no bill could be produced for the journey performed, the payment will be regulated as per the revised rates applicable.
- ii. Toll tax/parking charges shall be reimbursed on actual basis against submission of proof while on official tour.
- iii. The employee upto Manager level, while on official tour outside headquarters may avail full day taxi with the approval of HOD and on self certification basis for Dy. HODs and above.
- iv. When the employee on official tour with the approval of competent authority, travel on his own vehicle, he/she shall be paid least of actual road mileage or claim as per the entitled class of travel by a train.

7. COMPENSATION FOR STAY AND PERSONAL EXPENSES WITHIN INDIA

- 7.1** When the employees of the corporation proceed on tour for duties outside and are required to be away beyond the municipal/city limits, then they are entitled to be compensated by payment of daily allowance at the rates indicated below. If any employee, while on tour makes his own arrangement for his stay and foregoes his entitlement of Hotel stay, he/she

will be paid a Composite TA, which will be 50% more than the normal TA applicable for that station.

<u>Organization</u>	<u>Level</u>	<u>DA rates</u>
DA Rates (A 1 cities)	MD/TMM	1400/-per day
	EDs/CGMs/ SGMs & GMs	1200/- per day
	DGM/Sr. DGM/JGM/AGM	1000/-per day
	Mgr./AM	900/-per day
	Rs. 25000-80000 and above upto highest non-executive cadre	800/-per day
	Below Rs. 25000-80000	500/-per day

If free breakfast is availed by the employee while on tour, DA shall be reduced by 25%, if all three meals are availed then DA shall be reduced by 50% of the entitlement.

Executive (GM & above), who are entitled to travel on duty by business class on tours within the country, if they opt to perform their official journey by Economy class, such officers will be paid cash incentive of Rs. 2500/- per single inland journey for travelling by Economy class, to compensate for the facilities like business lounge etc., which is part of Business Class travel. However, Economy class incentive will be Rs. 1250/- on for the cities falling in States of UP, Rajasthan, Haryana, Punjab, Himachal Pradesh, J&K, Uttrakhand, MP & Bihar.

(Ref: O.O. No. PP-1801/2014 dated 02.07.2014 & O.O. No. PP-2925/2019 dated 03.12.2019)

Composite TA: will be 50% more than the normal TA.

7.2 The following further conditions shall apply in regard to the payment of daily allowance indicated above:

- i. The period of absence will be counted from the time the employee leaves his station of his work i.e., the headquarters station and till the time he returns to the same station.
- ii. Payment of daily allowance will be regulated according to the absence from headquarters from midnight to midnight and as under:
For absence of up to 6 hours -30%
For absence of more than 6hours to 12 hours -70%
For absence over 12 hours -100%
- iii. Full daily allowance will be payable for a continuous halt of up to first 30 days at one station. If the halt exceeds 30 days continuously at one station, then the daily allowance will be granted at the rate of 50% of the full rate applicable to the particular station for the period up to 90 days, with the exception that in special cases, full daily allowance will be payable with the specific approval of MD or a functional Director, taking into account the merit of

each case. For halts beyond 90 days and upto 120 days continuously at one station, daily allowance at the rate of 50% of the full rate will be granted with the approval of HOD under whom the employee works.

- iv. Daily allowance will be payable for holidays falling during the tour but not for the days availed of as leave by the employee.
- v. For journey period daily allowance would be payable only at the rates shown under column 3 of the table at item 7.1 above.
- vi. Journey performed on duty within local Municipal limit & NCR city/urban agglomeration in which the duty point of an employee is located will be regarded as "Local journey" and actual transportation charges only shall be paid but, if Hotel stay is required, Hotel charges will be provided as per eligibility, with special approval of HOD for non-executives and Director for Executives.

7.3 If in addition to the above, the employees are required to stay at the tour station for one or more nights, they are also entitled to lodging charges, the maximum rates exclusive of taxes of which are also indicated below.

Grade (IDA)	Revised rates of Hotel	
	'X' class cities	'Y' & Z class cities
MD/TMM	Hotel-Actual lodging charges	
ED/CGM	9000/-	7200/-
GM	8000/-	6400/-
DGM/Sr.DGM/JGM/AGM	6000/-	4800/-
Mgr/AM	4000/-	3200/-
Rs. 25000-80000 and above up to highest non-exe cadre	2000/-	1600/-
Below Rs.25000-80000/-	1500/-	1200/-

In the exceptional circumstances when the return journey is to be performed on the same day, in such cases the above rates are applicable subject to prior approval of Director for officers and 'staff up to the level of HOD.

(Ref : O.O. No. PP-2925/2019 dated 03.12.2019)

8 ENTITLEMENT ON TRANSFER

- 8.1** He shall be entitled to reimbursement of expenses for journey for himself and his family, as per entitlements defined under item 6 above. (Claim should be submitted in the attached Format)

8.2 COMPOSITE TRANSFER GRANT

“CTG is to be paid @ 80% of the last month basic pay in case of transfer involving a change in of station located at a distance of or more than 20 kms from each other. In case of transfer to a station which are a distance less than 20 kms from the old station and of transfer within the same city/NCR, one third of the composite transfer grant will be admissible, provided actually change of residence is involved.” It will be granted to the employee, if he/she submits anyone of the address proof as mentioned below:-

- i. Lease/Agreement papers, made with house owner.
- ii. Change of address of gas connection.
- iii. Change of telephone address in case of landline phone.
- iv. Allotment of a DMRC staff quarter/flat-

(Ref: OFFICE ORDER NO-PP/2715/2019 dated 07.01.19)

8.3 TRANSPORTATION OF PERSONAL EFFECTS

The expenses incurred by an employee on transportation of his personal effects on transfer will be reimbursed to the limit of ceiling as shown below:

S.N.	Pay Scale	Personal effects that can be carried (maximum entitled weight)	Revised rate Rs. @ per km by Road/Train
1	MD and Directors	Full Four wheeler wagon or 8000 kg. by goods train or one double container or by road	Rs. 50/- per km
2	Rs. 37000-115000 and above but below directors	Full Four wheeler wagon or 6000 kg. by goods train or one single container or by road	Rs. 50/- per km
3	Rs. 35000-80000 and below	1500 Kg by goods train or by road	Rs. 15/- per km

*The rates are post 7th CPC and further revision of transportation of personnel effect will automatically increase with the increase in rates as per Central Govt. Rule and no separate order will be issued.

(DMRC Personal effect & Govt Personal effect OFFICE ORDER NO.PP/2016/2015, dated 13.07.15)

8.4 TRANSPORTATION OF CONVEYANCE

The scales for transportation of conveyance of an employee on transfer at the corporation expense will be as follows:

Pay Scale	Scale
Grade pay Rs.5400 CDA/50000-160000 IDA (Executive) and above	One motor car, or one motor cycle/scooter
Less than Grade pay Rs.5400 CDA/20600-46500 IDA	One motor cycle/scooter/moped or one bicycle

The rates for transportation of Motor Car/Scooter/Cycle by road on transfer shall be as under:

(I) **WHEN THE CONVEYANCE IS SENT UNDER ITS OWN PROPULSION**

Between places connected by rail	Between places not connected by rail
Prescribed rates limited to expenditure on transportation by passenger train on rail	Prescribed rates

Where the conveyance is sent under its own propulsion and the employee does not travel in car, he/she will be entitled to separate fares by rail/air or to a separate road mileage for himself/herself. However, when the employees' travels in his/her own car, he/she will not be entitled to any separate fare by train/air. Appropriate mileage allowance will be admissible for the members of his/her family, if they travel otherwise than by the conveyance being transported under its own propulsion.

(II) **WHEN CONVEYANCE IS SENT LOADED ON A TRUCK**

Between places connected by rail	Between places not connected by rail
Actual expenses limited to prescribed rates or expenditure on transportation by passenger train on rail, whichever is less	Actual expenses limited to prescribed rates

***Prescribed rates means, the rates notified by the concerned Directorate of Transport, for various modes of transport, at the starting point.**

8.5 An employee on transfer may be allowed an advance, in addition to Composite Transfer Grant, not exceeding one month's basic pay. The advance shall be interest free and recoverable in three equal monthly instalments from the salary of the employee.

9. TRAVELLING ALLOWANCE ENTITLEMENT FOR RETIRING EMPLOYEES

9.1 When an employee retires after a minimum of 10 years of employment including the service rendered in the governments/PSUs before joining the corporation or his employment ceases on account of his death or medical incapacitation, then he and or his family will be entitled to claim reimbursement of expenses incurred by him or his family on travel as per entitlement under Rule 6.1 for himself and/or his family for proceeding to home town or to place where he intends to settle in India and other expenses as below.

9.2 TRANSPORTATION OF CONVEYANCE ON RETIREMENT

The expenditure on transportation of conveyance by Corporation servants on their retirement shall be reimbursed provided the possession of conveyance by them while in service at their last places of duty should have been in public interest.

9.3 COMPOSITE TRANSFER GRANT ON RETIREMENT

An employee on his retirement is entitled to get Composite Transfer Grant equal 80% of the one month's basic pay last drawn if he wants to settle down at a place other than the last station of his duty located at a distance of or more than 20 km. to meet the transfer incidental and road mileage for journeys between the residence and the airport/railway station/bus stand, etc. at the old and new stations. If an employee on his retirement wants to settle at the last station of duty itself or within a distance of less than 20 km may be paid the composite transfer grant equal to one-third of the 80% basic pay last drawn by them, subject to the condition that a change of residence is actually involved.

10. TRAVEL FOR MEDICAL EXAMINATION/ TREATMENT

If the medical practitioner treating the employee or any member of his/her family eligible for the benefits under the medical rules of the corporation recommends a journey to be undertaken by the person under treatment to another place for the purpose for specialised treatment at a hospital or a clinic, then the expenses incurred on the to and fro journey for the patient and an attendant if need be will be reimbursed subject to the travel being made by the mode and class (not higher than first class/3tier AC) as admissible for journeys on tour by the employee.

11. INTERPRETATION AND RELAXATION

The decision of the Managing Director of the Corporation, on all interpretations and relaxations to these rules, will 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.

DELHI METRO RAIL CORPORATION LTD.
(A Joint Venture of Government of India & Govt. of Delhi)

TOUR TRAVELLING ALLOWANCE BILL

Name: _____ Employee No: _____ Headquarter: _____
Designation: _____ Grade: _____ Basic Pay: _____

Purpose: **Official**

1. Certified that I was on tour from – _____ (Hrs.) ____ (Date) to __ (Hrs.) _____ (Date) & that I travelled by the class & mode of conveyance as indicated below:

Departure Date	Arrival Date	Time Station	Mode of conveyance	Class	Amount Of fare	Remarks
					Ticket Arranged by DMRC/Self	
					Ticket Arranged by DMRC/Self	

[Boarding passes attached at annex 1]

2. I was treated as Guest & was provided the facilities as under.

[A] Free Lodging & Boarding
Station Date _____

[B] Free Boarding or Lodging only
station Date _____

NA

3. Details of Conveyance charged incurred

Date	Station	Place visited/Distance Travelled		Amount Claimed (Rs.)	Remarks
		From	To		
		Total			

4. I stayed in Hotel for which I was charged as follow. {Bills are to be enclosed}

Station	Name Of Hotel	Period of stay	Amount charged	Remarks
		From To	towards lodging only	

N/A

5. Daily Allowance entitlement.

a) Halt At

Station	No. of Days	Rate of DA(Rs.)	Amount Rs.
---------	-------------	-----------------	------------

Total

- a) Journey Time
- b) Total
- c) Leave/CL if any availed
- d) Total No. of days for which DA is claimed

6. Calculation of T.A

[i] Fare	Nil
[ii] Conveyance Charges	Rs.
Other claims [Details to be furnished Hotel Charges and voucher attached wherever possible]	
[iii] Daily Allowances	Rs.
[iv] Total	Rs.

Signature of the Employee
Dated:

_____ - N/A - _____ being unspent T.A. remitted back to the company
vide MR No. _____ - Dated _____

Controlling Officer

FOR USE IN ACCOUNTS DEPARTMENT

Passed for Payment/Recovery for Rs.....
Rupees.....

Accounts Asstt.

Account Officer

Enclosures:-

1. Original Tax Invoice of Ticket Travelled (Bus/ Train/Airways/Roadways) If travelled through roadways then Toll Charges Receipt be Enclosed.
2. Whether stayed at Hotel by self/Hotel provided by Guest/Company's Guest House/Visiting Company's Guest House.
3. Original Tax Invoice of Hotel if availed.
4. Original tax Invoice of Taxi/Auto if availed (As per Entitlement) and duly certified by Competent Authority as per DMRC TA Rules.
5. Separate Approval from Competent Authority if Full Day Taxi availed (As per TA Rules Para 6.5(3)).
6. Whether DA Rate claimed As Per DMRC Rate and Rules or not.

Chapter - E

Medical Attendance Rules



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DMRC MEDICAL ATTENDANCE RULES

These Rules shall be called the “DMRC Medical Attendance Rules”

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 may befall them during employment.

2. SCOPE OF APPLICABILITY:

These Rules shall apply to all:-

- (i) Regular employees of the company and those on probation or extension.
- (ii) Those, who are on deputation from a Government department or other PSUs, who opt to be governed by these Rules instead of by the rules in force in their parent organisation, within a month of joining the company.
- (iii) Employees who have been offered long term contract in regular pay scales/consolidated fee and those working on temporary /ad-hoc basis on a scale of pay (O.O. No. PP/1326/2011 dated 17.10.2011).
- (iv) A superannuated employee , only if, he/she has superannuated/ completed their tenure appointment from DMRC after putting in a minimum of 5 years’ service including uninterrupted deputation period, if any, along with the condition that one has served for a minimum period of 15 years in a Government Department/PSU/DMRC (all put together) on the date of superannuation.

EXCLUSIONS: These Rules are not applicable to casual, daily rated employees and those engaged on Re-employment/Contract basis as Consultants after superannuation, etc.

3. DEFINITION

3.1 “Authorized Medical Attendant” (AMA) means any qualified medical practitioner in Allopathic, Ayurvedic or Homoeopathic (and not Unani) system of medicine, whether in the service of the company or practicing medicine elsewhere and acceptable to the company. Indoor treatment of DMRC employees in Nominated Ayurvedic/Homeopathic Hospitals shall not be reimbursable as in these nominated Ayurvedic/Homeopathic Hospital/Clinic, treatment facility is limited to outdoor treatment/clinical examination only (O.O. No. No. PP/1684/2013 dated 17.10.2013 & O.O. No. No. PP/1824/2014 dated 12.08.2014).

3.2 ‘Family’ means an employee’s spouse, children (son below the age of 25 years or till they get married or employed; whichever is earlier, unmarried daughter but not employed and dependant on the employees) and widow mother/parents of the employee only, who is wholly dependent upon the employee and does not have independent income more than 15% of the basic pay of the employee or the amount arrived by adding minimum pension/family pension of Rs. 9000/- (excluding the element of additional pension of old pensioners) and

the dearness relief admissible to the pensioner/family pensioner thereon, rounded off to the nearest ten rupee figure, whichever is more. (O.O.No. DMRC/PERS/14-A/2018 dated 30.11.2018).

Note:-

- (a) 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 accordingly to their option. However, dependent widow mother of both will be included independently for the purpose of these benefits, subject to the other conditions for their inclusion being satisfied.
- (b) Employees are required to submit a declaration in the form given in **Annexure-‘A’** in order to claim medical reimbursement.

3.3 “Sanctioning Authority” with reference to the exercise of any powers under these Rules means the officers or the authority to whom such powers are delegated in accordance with the schedule of delegation of powers and/or any other order issued in general or in particular.

4. MEDICAL BENEFITS

The employees of the Corporation to whom these Rules apply will be eligible to be paid the expenses incurred by them from time to time during the course of their employment on the medical treatment for themselves and their family subject to the stipulations and monetary limit prescribed in these rules.

4.1 The cost of outdoor treatment is covered as a part of perks given in IDA scales. Further, for the employees who are drawing CDA scales the reimbursement of outdoor treatment is limited within the following monetary ceiling as circulated vide Office Order (Office Order No: PP/2925/2019 dated 03-12-2019)

Grade	Rates
Director & above	Rs. 3125/- p.m.
ED, HOD & AGM	Rs. 2500/- p.m.
JGM & DGM	Rs. 2190/- p.m.
Managers	Rs.1750/- p.m.
Asstt. Managers	

5. MEDICAL TREATMENT COVERED UNDER THESE RULES

Medical treatment covered under these rules will include the following treatment taken from the nominated hospitals/labs/clinics:-

- (a) Indoor treatment/Day Care treatment
- (b) Pathological Tests/Diagnostic investigation/procedures

- (c) Dental treatment
- (d) Ophthalmic treatment
- (e) Prolonged (disease) treatment

6. ADMISSIBILITY OF REIMBURSEMENT

6.1 The Monetary Ceiling limit for reimbursement, are as follows:

S.No.	Medical Treatment	Re-imbursement admissible
1.	Indoor treatment taken from the nominated/Govt hospital	100%
2.	Pathological Tests/Diagnostic investigation procedures	90%
3.	Dental treatment	90% (Annual ceiling Rs. 100,000/-)
4.	Ophthalmic & Prolonged disease treatment	90%

6.2 For the treatment/ advanced specialized treatment taken for certain types of very serious ailments such as those listed below, full reimbursement can be made with the approval of Director/Finance, irrespective of the medical institution where from the treatment is taken but advanced/specialized medical facilities should be available in such institution for the diseases.

- (a) Cancer
- (b) AIDS
- (c) Kidney or Liver failure and transplantation (ED/HR Office Note dated 04.08.2010)
- (d) Heart bypass surgery and other surgical and non-surgical interventions on the heart.

6.3 Prolonged Treatment

(a) A few diseases are categorized as special disease/illness for which approval for prolonged treatment is required and re-imbursement is made @ 90%, subject to approval of HOD (HR). The list of 19 such diseases is given here under:-

- 1) Tuberculosis,
- 2) Hypertension,
- 3) Diabetes mellitus- not controlled by diet therapy,
- 4) Coronary artery disease/disorder,
- 5) Bronchial asthma,
- 6) Epilepsy,
- 7) Hyper or Hyperthyroidism (Thyroid),
- 8) Arthritis,

- 9) Allergy,
- 10) Thalassemia,
- 11) Parkinson's disease/Multi-system atrophy,
- 12) Autism,
- 13) Neurological disorders,
- 14) Hyper Cholesterolemia (High Cholesterol),
- 15) Osteoporosis (Brittleness of Bones),
- 16) Primary Sclerosis Cholangitis.
- 17) Auto Immune Hemolytic Anemia.
- 18) Glucoma.
- 19) ITP (Immune Thombocytopenia).

The validity of approval of HOD (HR) is restricted to two years or completion of treatment, whichever is earlier. After 2 years if the treatment is still continuing, the employee will have to obtain a fresh approval of the Director on prescribed format for such treatment **(Annexure- "B")**.

- (b) The doctor's certificate for applying for approval of HOD (HR) for a disease requiring prolonged treatment should be only from one of the nominated /approved hospitals of DMRC or DMRC's consultant Doctor's/Government Hospitals.
 - (c) It may be noted that treatment covered under prolonged diseases shall be entertained if treatment is taken from one of the approved hospital/clinic/Government hospital of Delhi/NCR etc only and not otherwise (O.O. No. No. PP/950/2009 dated 09.07.2009)
 - (d) Reimbursement claim for the prolonged treatment will be made based on the initial prescription for the period of approval by the HOD (HR). But in case of change in the medicines/treatment prescribed by the treating doctor for prolonged treatment, the claim will be entertained only if the doctor's revised prescription is enclosed.
 - (e) The employee is required to submit the prescription, clearly containing the names of medicines and doses required for the treatment of prolong disease at the time of approval. In case of change of medicines during the course of treatment, fresh prescription along with the old prescription, bearing clear diagnosis of the prolong disease should be submitted. (Note No: DMRC/O&M/HR/Medical/2013 dated 09.12.2013).
 - (f) In the case of prolonged treatment, consultation charges shall be reimbursable of disease covered under para 6.2 & 6.4 of the master Circular on DMRC Medical Attendance Rules. (O.O. No. No. PP/1883/2014 dated 09-12-2014).
 - (g) Employee can claim medical bills of prolong treatment by applying on prescribed format **(Annexure "C")**.
- 6.4 The expenses of OPD procedure for chemotherapy & radiation shall also be reimbursable to the employees in case of Cancer treatment. This facility will also be

extended to dependent parents/widow mother in case of Cancer treatment.(O.O. No: PP/2459/2017 dated 11-08-2017)

6.5 No reimbursement shall be made for expenditure incurred on vitamins, nutritional supplements, etc. except when prescribed/certified by the doctor to the effect that such item/s are absolutely necessary for treatment of specific disease for restoration of normal health/cure of disease. Treatment pertaining to infertility and Assisted Reproductive Techniques, related path tests/diagnostic investigations/procedure are not covered under medical facilities. (Circular No: DMRC/O&M/HR/Med. Corr/2007 dated 05-06-2007)

6.6 In Vitro fertilization (IVF):-

The Re-imburement of IVF Treatment expenses will be as under:-

- (i) The IVF procedure may be allowed for the beneficiaries of DMRC medical rules (female employees/spouse of male employees) based on the Medical recommendation of gynaecology expert of DMRC's Nominated Hospital/Govt. Hospital who will inter-alia certify that there is a clear evidence of failure of conventional treatment before recommending IVF procedure.
- (ii) The age of women undergoing IVF treatment procedure should be between 21& 39 years.
- (iii) The woman has to be married and living with her husband.
- (iv) The IVF treatment procedure will be allowed only in cases of infertility, where the couple has no living issue.
- (v) Re-imburement of expenditure incurred on IVF procedure will be allowed up to a maximum of 3(three) fresh cycles.
- (vi) An amount not exceeding Rs.65,000/- per cycle or the actual cost, whichever is lower, will be allowed for reimbursement. This amount will be inclusive of the cost of drugs and disposables and monitoring cost during IVF procedures.
- (vii) As IVF treatment is a planned procedure, reimbursement can be considered only, if prior approvals obtained by the employee for undergoing the IVF treatment.
- (viii) There will be only one time permission for availing IVF treatment consisting of three cycles in total, which would be admissible to the beneficiary. DMRC shall obtain an undertaking from the applicant that he/she has not claimed the reimbursement earlier from DMRC in the past and will not claim it in future (Ref: O.O. No. PP/1670/2013 dated 19.09.2013).
- (ix) Approval for IVF treatment shall be given only if employee is not having any living child.

6.7 No re-imburement of medical bills for the treatment taken from outstations will be entertained except in case of an emergency. In such cases, the treatment should be taken from a reputed hospital preferably from a Govt. Hospital as far as possible and an emergency certificate for taking treatment there should be obtained from the treating doctor and attach with the medical bills for reimbursement. The employee concerned should mention detailed circumstances necessitating outstation treatment while submitting the medical bills for reimbursement. The reimbursement claims for treatment taken in non-nominated hospitals even in emergency and outstation treatment, shall be restricted to CGHS approved rates or actual, whichever is less. (Office Order NO: PP/2148/2015 dated 22.01.2016)

- 6.8 Any treatment taken from outstation for dependent parents will be reimbursed as per CGHS rates of that particular area/state. (Ref: O.O. No. PP/2389/2017 dated 12.05.2017).
- 6.9 Re-imburement for knee replacement of the employee is permissible but shall not be admissible for knee replacement of the dependent family members of the employee (O.O. No. PP/1212/2011 dated 04.03.2011).
- 6.10 Re-imburement of charges of animal bite, etc. vaccination will be made under DMRC Medical Attendance Rules, if the vaccination is taken from a DMRC nominated Hospital/Government Hospital. (Ref: O.O. No. PP/2721/2019 dated 17.01.2019)
- 6.11 Re-imburement of charges of speech therapy in Nominated Hospitals shall be reimbursable subject to the limit of Rs.385/- only per sitting (O.O. No.PP/1710/2013 dated 10.12.2013).
- 6.12 Charges of any surgical intervention/plaster done in nominated Hospitals, even if admission is not required, shall be reimbursable. (Ref: O.O. No. PP/1745/2014 dated 03.03.2014)
- 6.13 CPM/C/Jaipur & PD/Kochi is hereby authorised to approve for Reimbursement of medical bills of DMRC employees working at Jaipur & Kochi area (including Kozikode & Trivendrum) respectively up to the limit of Rs. 50,000/- only and for the medical bills exceeding this limit reference should be made to the Corporate Office in Delhi for sanction of the competent authority (O.O. No. PP/1665/2013 dated 05.09.2013& O.O. No. PP/1676/2013 dated 09.10.2013)
- 6.14 To save the employees from the hardship, it has now been decided to reimburse the Home Quarantine treatment of COVID-19, from Nominated/Non Nominated hospitals at par with indoor treatments. Medical advance against Covid-19 treatment taken from Non-Nominated Hospitals, if requested by the employees, shall also be granted. Provision of this para shall be applicable for positive cases of Covid-19. (Ref: O.O No: PP/3003/2020 dated 24-06-2020)
- 6.15 During indoor treatment of Covid 19, cost of PPE Kits per visit with ceiling limit of Rs. 6000/- or actual whichever is lower, shall be reimbursed. Also, cost of consumables/Face Mask/Hand Sanitizers/Miscellaneous items during entire hospitalization for Covid19, shall be reimbursed up to Rs. 2000/- only or actual basis, whichever is less (Ref: Office Order No: HR/O&M/473 dated 23-11-2020)
- 6.16 Full cost of Covid test conducted before admission of the patient as preventive measure, shall be reimbursed. (Office Order No: HR/O&M/236/2020 dated 27-05-2020)

7. HOSPITALISATION

- 7.1 Full re-imburement of admissible expenditure incurred on hospitalisation in a nominated hospital as per the list approved, will be made to the employee. A list of nominated hospital

is uploaded at DMRC intranet. This list is amended from time to time. The expenses incurred on minor operations/procedures in a nominated hospital for which hospitalisation is not required will also be reimbursed at the rate indicated in Para 6.1 (1). Moreover, full reimbursement shall be made in case of “injury on duty” and for any ailment for which indoor treatment is taken from a Government hospital.

The Sanctioning authority for reimbursement of medical bills are as under: (OO. PP/2846/2019 dated 28.06.2019)

S. No.	Reimbursement Amount	Sanctioning Authority
1.	Up to Rs. 1,00,000/-	AM/Manager (Finance)
2.	From Rs. 1,00,001/- to Rs. 3,00,000/-	Dy.HOD/Finance
3.	Above Rs. 3,00,000/-	HOD/Finance

(Ref: O.O. NO: HR/O&M/02/2021 Dated 12.01.2021)

No reimbursement is permissible for treatment taken in non-nominated hospital except in case of emergency. **It has been decided that onwards the reimbursement claims for treatment taken in non-nominated hospitals even in case of emergency & outstation treatment, shall be restricted to CGHS rates or actual whichever is less.** For emergency, employee has to submit certificate from the Doctor of the hospital that the patient had to be admitted in emergency (O.O. No. PP/2368/2017 dated 13.04.2017 & O.O. No: PP/2148/2015 dated 22-01-2016).

7.2 Cost of Hospitalization will include pre- and post-admission treatment, OPD charges and resultant cost of medicine subject to certification by the hospital that such OPD charges and pre/post admission treatment was part of the indoor treatment, subject to maximum limit of 3 months on each side. It is to be noted that this is applicable for the employees in service only. Reimbursement of pre-post hospitalization is not applicable in the case of dependent parents and retired employees. It is also made clear that this provision is not applicable in the case of emergency treatment if the patient is admitted for less than 24 hours (Ref: O.O. No. PP/2161/2016 dated 15.02.2016). Further, in case of pregnancy/delivery, regular check-ups and treatment continues and therefore, for treatment taken during the period of 3 months before & after delivery, no certificate is required.

7.3 The entitlement for re-imburement of room charges for indoor treatment is as below:-

S.N.	Designation	Admissible room rent per day(Rs)	Entitlement of the accommodation	Treatment entitlement*
1.	MD/Directors	12000/-	Suite/Deluxe Room	NH
2.	ED/HoDs	10000/-	Deluxe Room	SNH
3.	Sr.AGM/AGM/JG M/Sr DGM	7500/-	Single Room	SNH

4.	DGMs/Managers/Assistant Managers/Sr. Supervisors	5600/-	Single Room	SNH
5.	Supervisors	4500/-	Two/three bedded Room	SP
6.	Non-Supervisors	3200/-	Economy/General Ward etc	SP

*NH- Nursing Home, SNH-Semi Nursing Home, SP-Semi Private
(Ref: O.O. No. PP/2535/2018 dated 11/01/2018)

Most of the hospitals have three different rates for various treatment/procedures (NH/SNH/SP), the NH being the costliest and SP least costly. For re-imburement of indoor treatment for various diseases/procedures, the different categories will be considered as per their room entitlement, i.e., the Non-Executives will be eligible for re-imburement at SP rates, the Dy. HOD/Managers/AM/Sr. Supervisors, at SNH rates and HOD and above levels at NH rates. In case of those hospitals, where there is only one rate for various treatment/procedures, all categories of personnel will get re-imburement of indoor treatment at a uniform rate.

7.4 For the period of treatment in Intensive Care Unit (ICU) of the hospital, re-imburement will be made at the rate of **Rs. 2700/- per day**, in addition to the room charges.

8. POST RETIREMENT MEDICAL (PRM) FACILITY

- i) An eligible employee on superannuation (at the age of 60 years) shall be entitled for reimbursement of expenditure incurred on indoor treatment for self and spouse at the same rate as applicable to regular employees of equal level.
- ii) Directors & MD shall be eligible for Post-Retirement Medical facility on completion of tenure appointment. They shall be entitled for reimbursement of expenditure incurred on indoor treatment for self and spouse at the same rate as applicable to Directors & MD level respectively.
- iii) An employee (including Directors and MD) will be eligible for this facility only if he/she has superannuated/ completed their tenure appointment for Director and MD, from DMRC after putting in a minimum of 5 years' service including uninterrupted deputation period, if any, along with the condition that one has served for a minimum period of 15 years in a Government Department/PSU/DMRC (all put together) on the date of superannuation.
- iv) The PRM facility will also be available to an employee in case of his/her retirement on medical incapacitation before superannuation or completion of tenure appointment of a Director and MD. The spouse of the deceased eligible employee, if any, shall also be eligible for the above facility.

- v) For this purpose, the services on contract and re-employment shall not be counted (as modified vide Office Order No. PP/1626/2013, dated 27/06/13).
- vi) Under PRM facility employees are eligible for re-imburement of indoor treatment expenses only. Pre/ Post hospitalization cost is not admissible for reimbursement under PRM facility. (O.O. No: PP/2161/2016 dated 15-02-2016)
- vii) In case of voluntary retirement of permanent employee of the Corporation, by giving notice of not less than three months in writing to the Appropriate Authority, after he/she has attained the age of 58 years and has rendered 15 years of service in a Government/PSU/DMRC, put together, as on the date of voluntary retirement, and must have also, put in a minimum of 5 years of service, in the corporation, the Post-Retirement Medical facility shall stand extended. (Ref: O.O. No.: PP/3067/2021 Dated 07.01.2021)

9. MEDICAL ADVANCES

In exceptional cases advance required by individual employees on account of grave hardship to meet the expenditure in connection with indoor treatment in emergent cases can be given on the recommendation of the doctor from a nominated/Government hospital. The medical advance will be entertained only if the amount of expenditure is above Rs. 10,000/-. 80% of the total estimate will be paid as medical advance and rest 20% has to be borne by the employee.

The sanctioning authority for Medical Advance is given as under:-

S.No.	MEDICAL ADVANCE (Rs.)	SANCTIONING AUTHORITY
1.	Up to Rs. 100,000/-	Dy. HOD (HR)
2.	From Rs. 100,001/- to Rs. 3,00,000/-	HOD (HR)
3.	Above Rs. 3,00,000/-	Director/Finance

(Ref: O.O. No. HR/O&M/02/2021 dated 12.01.2021)

The medical advance should be settled within 30 days of drawl of the advance. The bills of the hospital along with all necessary documents are required to be submitted within one month's time after the completion of treatment failing which simple interest @ 10% per annum will be charged on unspent money till it is deposited back, for entire period i.e. from the date of drawl: (Ref: O.O. No. PP/1249/2011 dated 13.06.2011)

10. DENTAL TREATMENT

The re-imburement for dental treatment will be made maximum at the following rates:-

S.No.	DENTAL PROCEDURE	ACTUALS SUBJECT TO A MAXIMUM OF
1.	Root Canal Treatment (RCT)- Anterior	Rs.2930/-
2.	Root Canal Treatment (RCT)- Posterior	Rs.4350/-
3.	Composite Filling	Rs.2000/-
4.	Crowning per unit	Rs.3300/-
5.	Extraction per tooth	Rs. 590/-
6.	Extraction of fractured/decayed tooth	Rs.1100/-
7.	Surgical extraction of tooth	Rs.2930/-
8.	Tooth implantation (per tooth)	Rs. 25000/-
9.	Ceramic Crown	Rs.10,250/- Per tooth

The above ceiling for re-imbusement of charges for dental treatment will be subject to the following additional conditions:

- (i) The treatment shall be taken from any of the DMRC nominated/approved Hospital/Dental Clinic only.
- (ii) The maximum amount to be reimbursed to an employee, for self and family members, in a financial year for dental treatments shall be limited to a maximum of **Rs. 1,00,000/- (Rs. One lakh) only**.
- (iii) Reimbursement for tooth implantation is allowed for self & spouse only and no prior approval would be required for the same (O.O. No. PP/2548/2018 dated 19.02.2018).

Exclusions: Charges for the supply of dentures, cleaning, polishing of teeth, filling of teeth with gold/or other expensive materials or the dental treatment such as orthodontic treatment for cosmetic reasons are not reimbursable.

11. OPHTHALMIC TREATMENT

Fees charged for routine testing of eye sight will be reimbursed only once in two years, unless it is done during the interim period on the advice of an eye specialist. In case of cataract operation, the upper cost ceiling of the IOL (Intra Ocular lens) is fixed at Rs. 7500/- only (Ref: O.O. No. PP/1556/2013 dated 22.01.2013).

12. PATHOLOGICAL AND OTHER DIAGNOSTIC INVESTIGATIONS & PROCEDURES.

Expenses incurred on pathological, radiological and other investigations/diagnosis would be reimbursed if the same is done on the advice of an authorised medical attendant of the nominated or Government hospital & Medical Consultant of DMRC.

All consultation charges are part of outdoor medical re-imburement being paid in the form of perks with salary. Hence, no consultancy charges shall be reimbursed separately.

13. COMPREHENSIVE HEALTH CHECK UP

Both the male & female employees/their spouses, who are above 40 years of age are eligible to avail the facility of annual comprehensive health check-up (O.O No. PP/1628/2013 dated 03.07.2013).

- i) The charges will be borne by DMRC on a monthly basis against the bill raised by these hospitals. Those, who wish to undergo the comprehensive medical health check-up have to take an authority letter from HR Corporate Office and fix an appointment with the concerned hospital well in advance.
- ii) On the day of health check-up they have to report the hospital empty stomach at around 08.30 a.m.
- (iii) List of approved/Empanelled hospitals for comprehensive Medical Health Check-up of DMRC employees and their spouse is available on DMRC Intranet Site. Employee may refer the same.
- (iv). Validity of empanelment of Hospitals are mentioned in respective Circulars and consolidated list of Empanelled Hospitals on DMRC Intranet Site. Amendments are made in the List of Empanelled Hospitals from time to time.
- (v). The Annual Comprehensive Medical Health Check-up for self and spouse will be allowed to superannuated employees, who are eligible for post-retirement medical benefit scheme at par with regular employees in DMRC nominated hospitals. (O.O No. PP/1364/2011 dated 28.12.2011).

14. CASHLESS MEDICAL FACILITIES

14.1. With a view to improve the medical facilities in DMRC, the Management has decided to start Cashless Indoor Treatment facility for employees. For list of empanelled Hospitals for Cashless Medical Facility, employees may refer DMRC Intranet Site.

14.2 Entitlement of accommodation will be as per Para 7.3 above. In case of non-availability of the entitled accommodation, employee may get treatment in the lower category of accommodation, employee may take a room upto his/her entitled

amount and excess rent, if any, will be borne by the employee. Further, the employee should ensure that he/she avails treatment as per his/her entitlement, and in no case treatment in a higher type will be admissible.

- 14.3 All the employees of DMRC (Other than exceptional employees who are covered under insurance taken by DMRC) who are availing the Cashless Medical Facility the concerned employee will have to furnish a certificate on the prescribed format enclosed at **Annexure “D”** immediately on discharge from the Hospital. It is mandatory to submit this certificate in HR branch duly filled in & completed in all respect and forwarded through the concerned HOD within a week after being released from the Hospital failing which the Cashless Medical Card issued to the employee concerned will be frozen. (O.O. No: PP/2369/2017 dated 17-04-2019)

14.4 General instructions for availing Cashless Medical Facility:-

- (i) **Admissibility:** This facility will be admissible to regular employees, deputationists who have opted medical facility from DMRC, long term contractual employees in regular pay-scales and their families only (as per DMRC Medical Rules).
- (ii) **Limit:** This facility is admissible only up to Rs. 1,00,000/- for one treatment.
(Note) (i) If both husband and wife are employed in the Corporation, only one of them may avail the benefits of these Rules for the family according to their option. However, dependent widow mother of both will be included independently for the purpose of these benefits.
(ii) All employees are required to submit a declaration in the Form given in **Annexure –‘A’**, in order to get cashless medical facility.
- (iii) Cashless medical treatment facility may be availed for indoor treatment only from nominated Hospitals.
- (iv) **Issue of Medical ID Card:** Employees, who want to avail the cashless medical facility, may download the medical identity card forms from intranet site (**Annexure “E”**) and duly filled in forms may be submitted to HR Department through HOD concerned in a consolidated manner along with a covering letter. Applications for medical ID cards will be invited from time to time (Quarterly or half yearly) so that the same may be procured in bulk.
- (v) **Validity of Medical ID card:** The Medical Identity Cards will be valid till he/she is in service in DMRC only. In case, employee remains absent from duty for more than 15 days, without approval of competent authority, his/her card shall be cancelled and intimation of such cards will be given to the Hospitals on first day of succeeding month. Such employees should not avail the cashless medical facility, failing which he/she will be liable to be taken up under D&AR rules. The Hospital will also communicate within 24 hours regarding Hospitalization of DMRC employee, through email/fax, so that the employee’s attendance status may be scrutinised.
- (vi) **Misuse of Medical ID Card:** Any false declaration for obtaining medical identity card or misuse of medical identity card will entail cancellation of the card and major D&AR action will be initiated against the employee. In such case, further issuance of card to him will be

barred. The Labour Welfare Inspectors and/or Vigilance Inspectors may visit the Hospital for verification of the dependents.

- (vii) **Return of ID Card:** Employee leaving the organisation will have to return the medical identity card to HR office, while obtaining “No Dues Certificate”. In case of non-return, all dues of the employee will be kept withheld.
- (viii) The following treatments are not covered under the Cashless Medical Facility:
 - (a) **No organ transplant/artificial organ implant:** In no case, organ transplant or artificial organ implant including knee replacement will be allowed through the cashless treatment facility. In case of extreme exigency for saving the life, prior permission, along with estimated expenditure, will be obtained from the competent authority. In case of indoor treatment of cataract, the upper cost ceiling for the IOL (Intra Ocular Lens) is fixed at Rs. 7500/-
 - (b) **Infertility treatment:** If employee have no living child. As per rules, indoor treatment taken for infertility is not reimbursable and in cash employee avails cashless medical facility for the same, payment of bills shall not be made to him/her.
 - (c) Further, this facility shall not be available for cosmetic procedures, dental treatment, comprehensive medical health check-up or any other kind of outdoor treatment.
- (ix) **Procedure for availing the facility:** The employee will carry his ID card and Medical Identity Card with him/her, while approaching the Hospital for indoor treatment. The Hospital will keep a photo copy of both cards and will provide treatment after due scrutiny of the employee or his/her dependent.
- (x) **Prior approval of higher expenditure:** The employee will obtain prior estimate of indoor treatment, with detailed break-up, from the Hospital. If the initial estimate is above Rs. 1,00,000/-, prior approval of competent authority will be mandatory before hospitalization. However, in case of emergency, such as heart attack, accident etc. Involving treatment cost in excess of Rs. 1,00,000/- the approval may be obtained soon after the hospitalization by one of the family members/colleagues. Cost of indoor treatment excess to Rs. 1,00,000/- will be borne by Employees. The payment in such cases involving over Rs. 1,00,000/- will be made on reimbursement/medical advance basis only.

14.5 The employees who intend to avail the cashless medical facility may download the Medical Identity Card requisition form from the intranet and submit the same in the HR for issuance of cashless medical card. (O.O. No. PP/1556/2015 dated 26.03.2015, PP/2226/2016 dated 05-09-2016, O.O. No: PP/2389/2017 dated 12-05-2017 & No: PP/2692/2018 dated 30-11-2018).

14.6 After availing cashless medical facility the concerned employee will have to furnish a certificate on the prescribed format enclosed immediately on discharge from the Hospital. One copy of this certificate is to be submitted in the Hospital at the time of discharge and another in HR branch duly forwarded through the concerned HOD within five days after

being released from the Hospital as indicated therein failing which the Cashless Medical Card issued to the employee concerned will be frozen(O.O. No. PP/2369/2017 dated 17/07/14).

- 14.7 In case of non submission of certificate within 7 days after the completion of cashless treatment will result in recovery from salary of the employee, till the cashless amount is recovered subject to recovery amount not exceeding 50% of net salary.(O.O. No: HR/364/2020 dated 08-09-2020)

15. Medical facility to dependent parents of the employees.

The dependent parents of the employees are included for medical coverage as per the Office Order No. DMRC/PP/1910/2015 dated 23.01.2015. The conditions for availing medical facilities for parents will be as under:-

15.1 Inclusion of parents for medical facility:

Employees intend to avail medical facility for dependent parents who are residing with them, may submit their option on prescribed format (**Annexure “F”**).

- a. Employees, who intend to avail medical facility for parents are required to submit any of the following documents in support of the parents' income :-
 - (i) Pension Pay Orders of parent/s with pension A/c Pass-book, in case of retired Govt. / State Govt/Semi Govt/PSU employee/s.
 - (ii) In case, employee's parent/s have own business, non-regular income, the employee will submit Income Tax Return or an Income Certificate issued by local authorities (BDO/SDM).
 - (iii) If, parent/s working in non-Govt. organisation, the employee will submit their latest Income Tax Return.
 - (iv) If, parents hold BPL Card/Old-age pension certificate, a copy of the same may be submitted.
 - (v) The dependence certificate must be renewed after every three years in the month of January, with latest income proof etc and widow pension pay order in case of widow mother if applicable and income tax return as said above, failing which medical facility will be discontinued. In case of change in income, employees are required to inform the HR Department regarding revised/increased income. Failing which, he/she can be liable for action under Conduct, Discipline & Appeal Rules.
- b. If, parents are availing medical facility from any other Govt. sources, such as CGHS, State Govt. health services, Govt PSUs, Defence (CGHS) etc. or availing as dependent on sibling of the employee will not be eligible for medical facility from DMRC.
- c. Female employees shall have the choice to include either her parent or parents-in-law for the purpose of availing of the medical facility, subject to the condition of residence and dependence.
- d. **Proof /documents in regard to Residence:**
 - (i) Aadhaar card
 - (ii) Voter ID card

- (iii) Passport copy
- (iv) Ration Card (no self-declaration and affidavit will be valid).

e. **Proof/Document in regard to dependency not claimed by siblings:**

If the siblings are employed with Government organisation, a declaration on letter head of that organisation regarding not availing medical facility will have to be submitted.

f. **Proof/Documents in regard to income**

The above mentioned proof/documents will be required for establishing dependency for parents/widow mother. However, the requirement of criteria of income proof issued by competent authority of Delhi or NCR for establishing the dependency of parents/widow mother has been relaxed and income certificate/income proof/ITR of any State will now be acceptable as proof of income / income certificate, for claiming reimbursement for parents/widow mother.

g. **Dependency of widow mother:**

The documents mentioned above will be required even for showing of dependency of dependent widow and death certificate of father is also required.

In addition to above the procedures of medical advance/settlement of bills will be as per the points below:

- (i) Proper break-up of the treatment and the cost incurred for such treatment.
- (ii) Diagnosis done by the doctor and the procedure to be followed.
- (iii) In case of advance the proper estimate should be signed by the hospital along with the name, designation of the signing authority.

h. The widow mother will henceforth be eligible for all the medical facilities as available prior to issue of the office order dated 26.03.2015. The documents required in support of income/residency (i.e. residing with employee) for dependent widow mother and conditions for reimbursement of medical bills will be same as in case of normal dependent parents.

15.2 Reimbursement of medical bills of parents:

Admissibility of reimbursement of medical bills of dependant parents are as under:

a. **Treatment taken from outstation:**

Any treatment taken from outstation for dependent parents will be reimbursed as per CGHS rates of that particular area/State.

b. **Medical treatments not covered:** In addition to other restricted procedures, the following medical treatments/expenses shall not be covered under medical provisions to parents:-

- Cost of artificial medical equipment's such as BP monitor, Glucometer/strips, nebulizer, C-Pap etc.),
- Prolonged/OPD treatments,
- Other OPD/Diagnostic procedures,
- Dental treatment (admissible to widow mother)
- Pre-Post Hospitalization Cost.

15.3 Cashless medical facility: Employees may avail cashless medical facility for parents also after inclusion of the names of parents in their Medical ID Cards. For this purpose their application duly filled-up and scrutinized by controlling officer may be submitted to HR branch along with Medical ID card.

15.4 Before taking indoor treatment, the employees will ensure admissibility of treatment and their entitlement of accommodation. In case, treatment is taken in higher category of accommodation, re-imburement will not be made to the employee unless the employee obtains and submits an estimated bill of his entitlement form the hospital for recovery of excess amount, failing which 40% of amount (excluding medicine cost) will be recovered from the employee for higher category of accommodation. This will be applicable for treatment taken by the employees and their other family members.

(Ref: O.O.No: PP/1956/2015 dated 26-03-2015 & O.O. No: PP/2504/2017 dated 05-12-2017 & O.O. No: PP/2389/2017 dated 12-05-2017 & O.O. No: PP/2692/2018 dated 30-11-2018)

16. DMRC PART TIME MEDICAL CONSULTANTS

For the purpose of medical facilities at workplace and DMRC staff colonies, part time medical consultants (Doctors) are engaged in DMRC, which include physician/a lady doctor/a homoeopath. **In addition, Experts in various medical fields from premier hospitals are invited to provide consultation from time to time consultation to DMRC employees.**

17. RE-IMBURSEMENT OF MEDICAL EXPENSES

17.1 To claim the re-imburement, an employee has to submit the following documents along with his claim:-

- a) Application on prescribed format (**Form "I"**)
- b) Discharge summary given by the hospital
- c) Detail bills along with cash receipts in original, duly self verified.
- d) In case of hospitalization packages, detail break-up of the entitled category especially from room rent.
- e) In case of cataract operation, cost of IOL charges should be mentioned clearly.
- f) Pre/post hospitalization certificate, wherever required.
- g) All prescriptions along with medicine bills as per check list (**Annexure "G"**)
- h) Declaration for dependents as per **Annexure-"A"**
- i) Emergency certificate, where required
- j) Duly checked and forwarded by concerned controlling officer(O.O. No. PP/1408/2012 dated 14.03.2012 & O.O. No. PP/1599/2013 dated 29.04.2013).

Reimbursement of expenses of any item, which is not covered in these rules, shall be dealt with on merit as per Govt. of India's Rules, with specific approval of **Director (Finance)**.

17.2 Detailed checklist is placed at **Annexure “G”**. Employees are requested to send their claims as per checklist.

17.3 There are provisions of discounts and separate concessional packages in some of the nominated hospitals on various treatments (including lab tests, room rent, radiology services, hospitalization etc.). The employees availing treatment for self or for any member of their family should produce their office I-Card & avail these discounts. If they fail to avail the discount or special concessional rates for medical services obtained from nominated hospitals, their claims will be reduced to the extent of discounts/concession before processing for reimbursement.

18. INCOME TAX EXEMPTION ON MEDICAL RE-IMBURSEMENT

In the list, the nominated hospitals/Clinics/Path Laboratories/Diagnostic Centres are classified into two categories:-

- (a) Those having exemption u/s- 17(2)(II)(b) of IT Act.
- (b) Those not having exemption under the above mentioned IT Act.

The re-imbursements made to employees or directly to the hospitals (including dispensary/clinic/nursing home) which is approved by the Chief Commissioner of IT having regard to the prescribed guidelines in connection with the medical treatment of the employee or any member of his/her family for treatment of prescribed disease or ailments specified under Section 17(2)(ii)(b) of the Income Tax Act will not be treated as perquisites. (Ref: O.O. No PP/1329/2011 dated 25.10.2011)

Employees taking indoor treatment from outstation hospital may obtain Income Tax Exemption Certificate, if concerned hospital is having it, and will submit the same along with their claim to avail exemption where ever eligible on reimbursement.

Note:

The nomination of Hospitals/Clinics/Path Labs/Diagnostic Centers is subject to change. It is advised to confirm the status of nomination of hospital before taking treatment.

18. INTERPRETATION AND RELAXATION

The Managing Director/Director (Finance) has the power to interpret these rules and in case of doubt/dispute his/her decision will be final. He/She may also relax the provisions of these rules in individual cases of hardship for reasons to be recorded in writing.

APPLICATION FOR MEDICAL RE-IMBURSEMENT

(As per O.O. no. PP/1599/2013 dated 29.04.2013)

1. Name of the employee.....Design.....Deptt.....
2. Employee No..... Pay-Scale Rs.....
3. Re-imburement claim made for – Indoor / Dental/ Ophthalmic/Injury on Duty/Pre-post Hospitalization treatment/ pathological test/prolong treatment.
4. Contact No.- Mob.....Ph. No. / Extn.....
5. E-mail ID:.....
6. Re-imburement taken for treatment of –Self/ Spouse / Son*/Daughter*/Widowed mother/(*below 25 years of age or till he/she gets married or employed, whichever is earlier).
Name.....Relation..... Age.....
Name.....Relation..... Age.....
Name.....Relation..... Age.....
7. Whether declaration (as per Annexure – ‘A’ of med. Rules) showing dependents, attached-
.....
8. Treatment taken from.....
9. Whether hospital is Nominated/Non-nominated/Out-station/Govt Hospital
(i) If, non-nominated, is the Emergency certificate enclosed?.....
(ii) If Outstation, Name and Address of Hospital.....
10. Date of admission / discharge...../.....Period of hospitalization.....days.
11. Diagnosis / Disease.....
12. Amount of claim Rs.....
13. Whether cashless facility is availed:
(i) Yes.....amount.....(ii).No.....
14. Whether Medical Advance drawn (if yes mention the amount) Rs.....
15. For Indoor medical bills, detailed break-up of package along with discharge summary duly stamped and signed by Hospital authority, is enclosed.....
16. For all lab tests a self certified copy of investigation reports and prescription is enclosed.....
17. Discount offered by hospital / Path lab, if any.....
18. Whether treatment is taken as per entitlement.....
(i) If not, reason for it.....

(Attached all bills in original duly verified, prescription advising medicines/pathological test and summarized as on the reverse.)

Summary of Bills

S.N.	Description of expense/bill	Bill No. & date	Amount (Rs.)	Remarks (if any)
1				
2				
3				
4				
5				
6				
7				
Total				

- (1) I hereby certify that all the above bills are true and correct.
- (2) It is also certified that my spouse is a housewife/working in..... and she / he is not claiming medical re-imburement from there.
- (3) Claims submitted are not older than six months.

Date:.....

(Signature of the employee)

Controlling Officer

Designation

HR Branch

Medical claim of Emp. No.... with HR Serial No.....dated.....for Rs..... has been verified in HR Deptt. With regard to his/her entitlement / eligibility and necessary certificate is duly forwarded to Establishment (Finance) for re-imburement as per extant DMRC medical Policy.

AM/Manager(HR)

OA/HR

Accounts Branch

- (1) Amount of claim for re-imburement Rs.....
- (2) Amount not admissible Rs.....
- (3) Amount to be reimbursed Rs.....

Manager/F&E

A/Accounts

DECLARATION FOR CLAIMING RE-IMBURSEMENT MEDICAL EXPENSES

Name.....Desig.....

Emp. No.....

The members of my family and other dependents for whom I shall be claiming re-imburement of medical expenses are as under:-

S.N.	Name	D.O.B.	Age	Relationship	Residing with me	Marital status

My wife / husband is employed in..... is not employed and she / he will / will not claim re-imburement from DMRC or her / his employer / and she / he will not available the medical facilities available to her / him from any other source.

Certified that the Persons (s) for whom re-imburement will be claim is / are wholly dependent upon me and residing with me.

Please enclose a copy of certificate from employer for not claiming medical / LTC facility from the employer of the spouse.

Dated:

Signature of the employee
Name.....

FORMAT FOR SEEKING APPROVAL FOR PROLONGED TREATMENT

(As per 0.0. No. PP/950/2009 dated 09.07.2009)

No. DMRC/Estt./Prolonged Treatment/2020

Dated:

1. Name of the Employee :
2. Designation :
3. Ernp. No. :
4. Mobile No. and Email Id :
5. Name of the patient :
6. Relationship with the patient :
7. Name of disease :
8. Hospital in which under treatment :

Name & Signature of the employee

Doctor's Recommendation:

Performa for claim of medical bill of prolong treatment

Name of Employee:

Emp. No.:

Designation:

Department:

Wing (Project/O&M):

Name of Patient:

Relationship:

Contact No.:

E-mail ID:

Date of last claim of Medicine Bill.....

Amount of last claim of Medicine Bill.....

(A) Details of consultancy and Path Test

S.N.	Claims	Date	Bill No.	Amount(Rs.)
1.	Consultancy			
(i)				
(ii)				
(iii)				
2.	Pathology Tests			
(i)				
(ii)				
(iii)				
Total (1+2)				

(B) Medicine Bill:

(Medicine bill of prolong treatment shall be reimbursed for maximum two months at a time)

S.N.	Medicine Name (In capital letter)	Reference (Prescription's date)	Dose per day (OD/BD/etc.)	No. Of days for which medicine is prescribed	No. Of days for which medicine is purchased	Quantity (In No. of tablets)	Amount (Rs.)
Total							

Undertaking:

- (i) I hereby declare that the above statements are true and correct to the best of my knowledge and belief.
- (ii) I am fully aware that submission of false claim/claims for excess purchase of medicine/claim of medicine which are not related to disease for which approval for prolong treatment has been given, is a misconduct under DMRC service rule. In case of false/fraudulent claims, DMRC can take suitable disciplinary action against me.
- (iii) I have enclosed copy of approval of prolong treatment.

Date**Signature:****Name of Employee:****Emp. No:**

Signature of Controlling Officer:

Name of Controlling Officer:

Emp. No. & Designation

HR Department**Finance Department**

Reimbursement cum certificate for availing Cashless Medical facility

(To be submitted in HR branch within 7 days after availing cashless medical facility)

Certified that the undersigned has availed the cashless medical facility for indoor treatment of self/spouse/child/dependent father/mother/widow mother.....

Name of the patient (Shri/Smt)..... and relation with employee..... who was admitted in (Name of Hospital)..... from (admission date).....to (Discharge date)..... For treatment of

Further, it is certified that

A. Total bill amount raised by the hospital is Rs.....

B. Amount paid by me to the hospital is Rs.....

(All original receipts issued by the hospital against the payment made are enclosed which is mandatory)

C. Amount of advance (if any) taken from DMRC Rs.....

D. Net amount to be reimbursed to the undersigned after adjustment of advance taken from DMRC (if any) (B-C) Rs.....

Further, if there is any deduction on account of inadmissible amount, same may be done from the reimbursable amount and if it is not sufficient, the balance may be recovered from the salary of undersigned.

Signature of Employee

Name:

Designation:

Emp. No.:

Unit:

Place of working:

Mobile No.:

Signature & Name of Controlling Officer

Signature & Name of Concerned Dy. HOD

HR Deptt.

DELHI METRO RAIL CORPORATION LTD.
DECLARATION FOR AVAILING MEDICAL FACILITIES FROM DMRC.

NameDesignation.....Emp. No.
Pay Scale.....Status.....(Direct/Contract/Deputation) Place of Posting.....

The members of my family and other dependents, for whom medical facility is to be availed from DMRC, are as under:

S. No.	Name (Shri/Smt.)	DOB	Relationship with employee	Photograph, Stamp size (one to be pasted & other enclosed)	Marital Status (Married/Unmarried/ Student/Widow)	Occupation	Income of dependent per month (Rs.)	Current Address
1.								
2.								
3.								
4.								
5.								
6.								

***In case your spouse is employed in Govt. organization, then undertaking as per (i) below is required.**

- i. My wife/husband is (employed/self employed/housewife) in (name of organization) and she/he will not claim Medical Facilities from DMRC/his/her employer. In case spouse is employed in Govt. organization, he/she has to submit a proof of not availing medical facility from his/her parent organization.
- ii. That, I am not availing medical facility from any other source, financed from Govt. of India or Sate Govt.
- iii. That, the person (s) for whom medical facility will be claimed (except item I above) is /are wholly dependent on me and residing with me. Proof of residence is to be enclosed).
- iv. I hereby undertake to intimate immediately (within one week) regarding change of dependency of spouse/children/parents as per DMRC guidelines.

Dated:

Signature of the employee.....
Contact Number (Mobile):
Email ID:.....

Signature of Controlling Officer
(Name & Designation)

HR Department

DELHI METRO RAIL CORPORATION LTD.**APPLICATION FOR MEDICAL FACILITY TO PARENTS.**

NameDesignation.....Emp. No.....
 Pay ScaleStatus.....(Direct/Contract/Deputation)

Details of Widow mother/Parents:

Name	Date of Birth/Age	Occupation	Monthly Income (Rs.)	Current Address	Latest Passport size Photograph
Father Shri.....					
Mother Smt.....					

1. Proof/documents in regard to Income:.....
2. Proof/documents in regard to Residence.....
3. Proof/documents in regard to Dependency not claimed by Siblings.....

Details of other family members

S. No.	Name (Shri/Smt.)	Relationship with the employee	Working with (name of organization)	Remarks

Declaration

I have read the conditions for medical facility to parents and my parents for availing medical facility from DMRC. I certify that my parents are not availing medical facility from Govt. sources/PSUs. I further certify that my parents are fully dependent on me and residing with me. If at any stage the above particulars are found false/wrong, DMRC management may take action against me under the relevant provisions of DMRC Conduct, Discipline and Appeal Rules.

The information given above is true and correct.

Dated:

Signature of the employee

Name.....

Contact No.

Place of Posting.....

**Signature of Controlling Officer
(Name & Designation)**

HR/Department

Check list for medical reimbursement**I. Reimbursement of Outdoor treatment/OPD /Dental treatment.**

S.N.	Documents (attached)	Yes	No
1	Whether Hospital is nominated/Govt.?		
2	Copy of prescription is enclosed		
3	Original bill of prescription/investigation/Medicine		
4	Copy of path test report		

II. Reimbursement of Prolong treatment/IOD/IVF.

S.N.	Documents (attached)	Yes	No
1	Copy of prescription		
2	Original bill of prescription/investigation/Medicine		
3	Copy of path test report is enclosed		
4	In case of prolong treatment, copy of approval is required.		
5	In IOD case, Copy of IOD certificate is required.		
6.	In case of IVF, copy of approval for IVF is required?		

III. Documents required for reimbursement for indoor bills from Nominated/Govt. Hospital.

S.N.	Documents (attached)	Yes	No
1	Whether hospital is nominated/Govt?		
2	If non-nominated, CGHS rates mentioned?		
3	Whether cashless medical facility availed?		
4	If yes, reimbursement cum certificate is enclosed?		
5	Discharge summary		
6	Details of medical advance, if taken, mentioned or not		
7	Original receipt for excess payment beyond cashless limit (1 lakh) is enclosed or not		
8	Original indoor treatment bill		
9	Whether bifurcated bills are provided?		
10	Copy of prescription of path test report		

IV. Reimbursement of Pre-Post claims.

S.N.	Documents (attached)	Yes	No
1	Whether hospital is nominated/Govt?		
2	Copy of prescription / original consultancy		

3	Original bill of prescription/investigation/Medicine		
4	Whether detailed bifurcated bills are provided		
5	Copy of path test report		
6	Discharge summary		
7	Certificate from hospital stating that treatment is taken for same disease during pre post period for which patient was hospitalized/admitted is required. In case of pregnancy/delivery, certificate is not required.		

V. Reimbursement of outstation indoor bill.

S.N.	Documents (attached)	Yes	No
1	Discharge summary		
2	Original indoor treatment bill		
3	Whether detailed bifurcated bill is provided or not		
4	Copy of prescription and path test report		
5	Whether CGHS rate is mentioned		

VI. Non- nominated indoor treatment.

S.N.	Documents (attached)	Yes	No
1	Discharge summary		
2	Original indoor treatment bill		
3	Whether detailed bifurcated bill is provided or not		
4	Copy of prescription and path test report enclosed		
5	Whether CGHS rate is mentioned?		

Signature of Employee
Name.....
Employee No:.....
Contact No:.....

HR Department

Chapter - F

Leave Rules



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DMRC LEAVE RULES

1. OBJECTIVES

The objective of these rules is to-

- 1.1 Afford mental and physical rest and relaxation to its employees periodically,
- 1.2 Grant freedom from official duties during periods of their sickness, maternity, etc, and,
- 1.3 Provide time off to them for attending to essential personal tasks and family responsibilities.

2. APPLICABILITY

These rules shall apply to all regular and temporary employees of the Corporation, those on probation, re-employed or on extension of service and such of the deputationists from Government Departments and Undertakings.

2.1 RIGHT TO LEAVE

- (i) Leave cannot be claimed as of right.
- (ii) When the exigencies of public service so require, leave of any kind may be refused or revoked by the authority competent to grant it.

2.2 REGULATION OF LEAVE

DMRC employee's claim to leave is regulated by the rule in force at the time the leave applied for and granted.

2.3 LEAVE NOT TO BE GRANTED IN CERTAIN CIRCUMSTANCES.

Leave may not be granted to DMRC employee whom a Competent Punishing Authority has decided to dismiss, remove or compulsorily retire from DMRC service.

3. COVERAGE

The following are the different types of leave, which can be availed of by the employees of the Corporation:

3.1 CASUAL LEAVE

- 3.1.1 Casual leave is granted for certain urgent and unforeseen situation. It is normally to be used in urgency/casualty and are not planned, usually it is same day or few days in advance.

- Casual Leave may be granted in units of half or full days as required by the employees. 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 within a spell of casual leave will not be charged on the casual leave account. However, casual leave cannot be granted in combination with special CL, earned leave and half pay leave.

3.1.2 The number of Casual leave eligible to an employee varies in accordance to his place of posting

- The employees posted at offices, working 5 days a week, are eligible for Casual Leave at the rate of 8 days in a calendar year.
- The field staff in O&M and at Project sites, working 6 days in a week, are entitled to casual Leave at the rate of 12 days in a calendar year.

3.1.3 Maintenance of Casual Leave

- All the leave including casual leave will be applied by regular/ contract/ deputationists/re-employed (post retired contractual employees) in DMRC, through ESS and maintained in SAP.
- The record of casual leave is maintained by the Consultants on a card issued to them in the beginning of the year. The controlling officer / sanctioning authority should ensure that no tempering, disfiguring of entry on the card is done by the card holder. If lost, no new card will be issued and it will be presumed that the entire CL for the year have already been availed by the consultant. (Ref: O.O. No. PP/1359/2011 dated 20/12/2011).

3.1.4 The employees separating from the organisation midway in a year, will only be eligible for CL at pro-rata basis. In case, he/she has availed in excess, the same may either be adjusted with EL or recovery may be made.

(Ref: Office Order No. PP/43/99 of 1999, dated 14.12.99 and O.O. No. PP/1525/2012, dated 14.11.12)

3.2 SPECIAL CASUAL LEAVE

This leave, over and above the entitlement of 8 days of casual leave, may be sanctioned with the approval of concerned HOD in special circumstances as indicated below for a total of not more than 30- days in a year in all.

- Participation in training camp or rallies of Scouts & Guides.

- Participation in Republic Day parade/celebrations as members of
 - St. John Ambulance Brigade
 - in the events under orders of the Government
- Participation in sports contests and tournaments
- Attendance at Courts as jurors and assessors
- Attendance in meetings of technical and scientific institutions.
- For undergoing sterilisation operation under small family norms
 - 5 working days for the Male Govt. employees who undergo vasectomy operation under the family Welfare programme for the first time and the second time due to failure of the first time. (Sundays and closing holidays intervening should be ignored while calculating the period of special casual Leave.
 - 10 working days for the female Govt. employees who undergo Tubectomy operation or salpingectomy after Medical Termination of Pregnancy (MTP).
 - 3 working days for the male employees whose wives undergo either puerperal or non-puerperal tubectomy operation. (Special casual leave has to follow the date of operation)
 - 1 day for female employees where husband undergo sterilization operation
- Declaration of Bandh or imposition of Curfew disrupting the transport system, etc.
- Attending staff council meetings.
- All Persons with Disabilities who are employees of DMRC will be entitled for four days special casual leave, apart from casual leave.
- 10 days special casual leave may be granted to all Persons with disabilities who are employees of DMRC in a calendar year for the purpose of attending seminars, conferences and workshops, for which prior sanction shall be required.
(Ref: This Office order No. PP/2553/2018 dated 20/03/18)
- Special casual leave may be granted for blood donation or for apheresis (blood components such as red cells, plasma, platelets etc.) donation at licensed Blood Banks on a working day (for that day only) up to a maximum of 4 times in a year on submission of valid proof of donation.
- Special casual leave may be granted to the eligible employee for participation in general Elections (Lok Sabha, State assembly), if his office does not close on that particular day.

- Special Casual leave may be combined with any other kind of regular leave or Casual leave, but not with both. The Sundays, Saturdays and other holidays intervening during a spell of special casual leave will be included in it.

3.3 EARNED LEAVE

3.3.1 Earned Leave is the leave granted on full pay and allowances including perk allowance. It is credited to all eligible employees (regular/temporary/deputationists) at the rate of 30 days in a calendar year. This will be done in advance; 15 days of earned leave being credited on 1st January and 15 days on 1st of July at the commencement of each calendar half year.

- b. The Post retirement Contractual employees shall be eligible for Special Leave at the rate of 12 days in a year, which will be credited in their account six days each on 1st January and on 1st July every year. The special leave accrued to such employees during their contractual tenure will be carried forward to their new assignment, if any, as consultant, subject to no break in service in DMRC for utilization in the new tenure.

(Ref: O.O. No. PP/872/2009 dated 29.01.2009 &O.O. No. PP/2300/2016 dated 15.11.2016).

- c. Earned leave accounts of all the employees shall be maintained in two sections viz

- **Encashable Leave and**
- **Non-encashable Leave**

Fifty percent of the Earned Leave accrued on 1st of January of each year is apportioned under the above heads in the ratio of 50:50 and thereafter on 1st July another 15 days accrued will be credited in the same manner. Similar procedure will be adopted for crediting the leave accounts under sub rule 3.3.2 and 3.3.3. Any part or whole of encashable leave may be availed of as leave and it is not necessary that it should be encashed.

3.3.2 During the half yearly period, in which an employee is appointed, credit of earned leave will be at the rate of 2 ½ days per month of service and for this purpose, half a month or more will be reckoned as one month. Part of a month, less than 15 days, will be ignored.

3.3.3 Similarly during the calendar half 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 ½ days per month, half a month or more being taken as one month.

3.3.4 The credit of 15 days earned leave afforded in any calendar half year will be reduced by 1/10th of the period of extra ordinary leave during the previous half 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.

- 3.3.5 The maximum accumulation of encashable leave will be 150 days. There is no limit of accumulation of non-encashable leave in the account within the maximum limit of 300 days earned leave (Encashable and non-encashable). In case, accumulation of encashable leave exceed 150 days, additional leave earned shall be transferred to non-encashable leave account within the overall maximum limit of 300 days (encashable and non-encashable). On superannuation an employee will be eligible for encashment of 300 days earned leave (encashable and non-encashable + Half pay leave without commutation) put together.
- 3.3.6 The maximum earned leave that can be granted at a time will be 120 days and in case leave is to be wholly availed outside India, this limit will be 180 days.
- 3.3.7 The leave at the credit of an employee at the close of the pervious half-year shall be carried forward to the next half year, subject to the condition that the leave so carried forward does not exceed the maximum limit of 300 days. However, earned leave exceeding 300 days up to 315 days will be shown as 300+15. The 15 days leave be availed during that half year only.
- 3.3.8 While limiting the maximum of 300 days, where the balance at credit is 286-300 days, further advance credit of 15 days on 1st January/1st July will be kept separately and set-off against the EL availed of during that half-year ending 30th June/31st December. However, if the leave availed is less than 15 days, the remainder will be credited to the leave account, subject to the ceiling of 300 days at the close of that half-year.
- 3.3.9 While affording credit, fractions of a day should be rounded off to the nearest day, e.g., 7 ½ days to be rounded as 8 days.
- 3.3.10 An employee on earned leave will be paid leave salary equal to the pay including special pay, deputation pay, personal pay, etc, drawn by him immediately before proceeding on leave and perks allowance including dearness allowances applicable to that pay.

(Ref: Office order No. PP/1788/2014 dated 06.06.14)

3.4 HALF PAY LEAVE

- 3.4.1 Half pay leave is credited to all eligible employees at the rate of 20 days per year. However, in the first instance, 20 days, or whatever proportionately accrues, will be credited at the end of the calendar year after initial appointment and then for the subsequent years, half pay leave will be credited at the beginning of the calendar year at the rate of 10 days in advance on 1st January and on 1st July of the year. A fraction of half a day or more being rounded off to the next higher number and less than half a day being ignored.

During the calendar 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 year will be credited to the employee's half pay leave account.

3.4.2 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.

3.4.3 An employee on half pay leave will be entitled to leave salary equal to half of the pay, special pay, deputation pay, personal pay, etc. drawn by him immediately before proceeding on leave and dearness and the other allowances applicable to that amount.

3.5 LEAVE NOT DUE

3.5.1 Except in the case of leave preparatory to retirement, leave not due may be granted to any regular employee of the Corporation who has completed one year of employment with the Corporation on medical grounds and with a certificate' from authorized medical authority when no other leave (except casual leave) is due to him.

3.5.2 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 Corporation. Out of this not more than 180 days at a time may be granted.

3.5.3 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.

3.5.4 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.

3.5.5 If an employee resigns from service, or is removed or dismissed or dies during the period of leave not due or thereafter before earning the requisite half pay leave, he shall be liable to refund the leave salary paid. This recovery can be effected from his/her other dues. An undertaking to this affect will be given by the employee while seeking such leave.

Note: i) Medical certificate not necessary for Leave not due (LND) in continuation of Maternity Leave.

ii) LND can be granted without medical certificate to an adoptive mother also.

iii) LND can be granted in continuation with child care leave without production of Medical certificate.

3.6 COMMUTED LEAVE

- 3.6.1 Commuted leave is the leave granted to eligible employees on medical grounds or to enable them to pursue an approved course of study i.e., a study accepted by the sanctioning authority to be in the Corporation's interest.
- 3.6.2 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.
- 3.6.3 Commuted leave may be granted even when the employee has credit of earned leave in his account.
- 3.6.4 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.
- 3.6.5 The maximum number 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).
- 3.6.6 i) Commuted leave up to 60 days without medical certificate to female Govt. servants on adoption of child.
ii) Medical certificate not necessary for commuted leave in continuation of maternity leave.

3.7 EXTRA ORDINARY LEAVE

- 3.7.1 "Extra Ordinary Leave" can be granted only in exceptional case, when no other kind of leave is due to the employee or when he/she applies for it specifically. The genuineness of the reason (including serious sickness like – Heart disease, Cancer, T.B. etc.) and the previous record of the employee, such as leave details and regularity of service should be taken into consideration before recommending the case for EOL".
- 3.7.2 The sanctioning authority for Extra Ordinary Leave shall be: -
- 1.) HOD in case of Non-supervisors, applying first time (any extension, etc, may be put-up to Director concerned);
 - 2.) Directors in case of Supervisors and Executives up-to Manager level; and
 - 3.) Managing Director in case of Dy. HOD level and above.
- 3.7.3 Extra Ordinary Leave may be granted to regular employees only, after

completion of 6 years of qualifying service with the corporation.

The maximum period of Extra Ordinary Leave, that can be granted in entire service career in two years. However, the admissibility of EOL shall be proportionate to the number of years of service put in by the employee, i.e. for every 5 years of service, 6 months of Extra Ordinary Leave can be eligible, subject to meeting the criteria laid down at (3.7.1), above.

Thus, in the exceptional circumstances only, where the situation is beyond the control of the employee, any relaxation can be considered by the competent authority (Director/MD as the case be, as per item No. 3.7.2, above), but on the merit of the case duly recommended by the sanctioning authority.

- 3.7.4 It will be considered as a case of deemed resignation, if, an employee has not reported to duty, even after the expiry of sanctioned Extra Ordinary Leave. This may be applicable on the expiry of very first occasion of sanction of stipulated Extra Ordinary Leave, rather than waiting for completion of 2 years of the entitled EOL.
- 3.7.5 Taking-up any private employment during the period of Extra Ordinary Leave will not be permissible. Defaulters, if any, for taking up private employment will be taken up under DMRC Conduct, Discipline & Appeal Rules.
- 3.7.6 The period spent on Extra Ordinary Leave will not qualify for earning Ex-gratia/ Gift, increment or earning other kinds of leave including the incumbency period for time bound promotions.
- 3.7.7 During the period of Extra ordinary Leave, the employees will not earn any Earned Leave, Half Pay Leave, Increment, nor will this period qualify towards incumbency for qualifying for time bound promotions etc.
- 3.7.8 This period will also not be counted for qualifying service. As such while issuing certificate for working experience, the information regarding availing Extra Ordinary Leave should be mentioned in the Experience Certificate.
- 3.7.9 While writing APAR of such employee, who has availed long Extra Ordinary Leave, the performance appraisal may be done only in respect of the period wherein he has been on active duty for a period of more than 90 days during the year of assessment. To ensure this, the Controlling officer may keep a record of such employees who were on Extra Ordinary Leave during the relevant period. For this, HR Department may also issue such list on 31st March every year, and notify it in intranet.
- 3.7.10 Award of positive marks is strictly restricted for commendable contribution of the employee as laid down in the Rules on “Positive Discipline, Code of

Conduct & Standard of Excellence”. The positive marks should be awarded to employees who had taken EOL for more than one month subsequent to the leave availed during the year concerned only in exceptional circumstances.

3.7.11 All cases of EOL must be routed through HR branch and only then competent authority may accord sanction. Once an employee joins after availing EOL, he shall first report to HR and then he will be directed for posting etc. to the concerned department.

(Ref: Office Order No. PP/1917/2015 dated 06.02.15)

3.8 WORK RELATED ILLNESS AND INJURY LEAVE

“Work Related Illness and Injury Leave” (WRIL), which may be granted to a DMRC employee (whether permanent or temporary), who suffers illness or injury that is attributable to or aggravated in the performance of her or his official duties or in consequences of her or his official position.

WRIL has following provisions:

- a) Full pay and allowances will be granted to all employees during the entire period of hospitalization on account of WRIL.
- b) Beyond hospitalization, WRIL will be governed as follows:
 - i) Full pay and allowances for the 6 months immediately following hospitalization and Half pay only for 12 months beyond that. The Half pay period may be commuted to full pay with corresponding number of days of half pay Leave debited from the employee’s leave account. In case where hospitalization is not involved, payment/leave can be granted with the approval of HOD concerned.
 - ii) In the case of persons to whom the Workmen’s compensation Act, 1923 applies, the amount of leave salary payable under WRIL shall be reduced by the amount of Compensation payable under the Act.
 - iii) No EL or HPL will be credited during the period that the employee is on WRIL.

3.9 QUARANTINE LEAVE

3.9.1 Quarantine leave is leave of absence from duty necessitated by the presence of certain infectious disease in the family or household of the employee.

3.9.2 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 is granted.

3.9.3 Cholera, Plague, Diphtheria, Typhus fever, Cerebra-spinal Meningitis, Conjunctivitis 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 grant of quarantine leave.

- 3.9.4 Ordinarily the quarantine leave will be granted up to a maximum of 21 days at a time but in exceptional circumstances it may be granted up to 30 days based on a certificate from Authorised Medical Attendant or Public Health Officer of the area.
- 3.9.5 Any leave in excess of that certified by the Authorised Medical Attendant or Public Health Officer will be treated as leave of other kind as may be due to the employee. The Quarantine leave can be combined with other kinds of leave.
- 3.9.6 An employee on quarantine leave will not be treated as absent from duty and his salary will not be affected.

3.10 MATERNITY LEAVE

- 3.10.1 Maternity leave will be granted to a female employee (regular/deputationists employees/long term contractual employee with regular pay scale) for two children, for a maximum period of 180 days of which not more than eight weeks shall precede the date of her expected delivery.
- 3.10.2 Maternity leave may be granted on production of a certificate from an Authorized Medical Attendant.
- 3.10.3 Maternity leave not exceeding 45 days may also be granted to a female DMRC employee (irrespective of the number of surviving children) during the entire service of that female employee in case of miscarriage including abortion on production of medical certificate.
- 3.10.4 Any other kind of leave (except for Casual Leave) that may be due and admissible (including commuted leave for a period not exceeding 60 days and Leave Not Due) can be granted in continuation with Maternity Leave without the authority of a Medical Certificate, shall be increased to 2 years.
- 3.10.5 During maternity leave the employee will draw full leave salary as in the case of earned leave.
- 3.10.6 Maternity leave is not charged to any of the ordinary leave accounts.

Note: i) Maternity leave may be granted for induced abortion under the Medical Termination of Pregnancy Act.1971.

ii) No Special casual leave for Salpingectomy operation undergone with “induced abortion” –Since Govt. employee eligible for 6 weeks Maternity leave, she will not be entitled for additional 10 days Special casual leave who avail the facility of ML.

iii) No maternity leaves for threaten abortion.

3.10.7 Maternity Leave on adoption of child

- (i) A female DMRC employees, with less than two surviving children, on valid adoption of a child below the age of one year may be granted “**Child adoption leave**”, by an authority competent to grant leave, for a period of 180 days immediately after the date of valid adoption.
- (ii) During the period of child adoption leave, she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.
- (iii) (a) Child adoption leave may be combined with leave of any other kind.

b) In continuation of the child adoption leave granted under sub rule (i), above, a female DMRC employees on valid adoption of a child may also be granted, if applied for, leave of the kind due and admissible (including leave not due and commuted leave not exceeding 60 days without production of medical certificate) for a period up to one year reduced by the age of the adopted child on the date of valid adoption, without taking into account child adoption leave as in following illustration: -

- if the age of the adopted child is less than one month on the date of adoption leave up-to one year may be allowed.

- If the age of the child is six months and above but less than seven months, leave up-to six months may be allowed.

-if the age of child is 9 months and above but less than 10 months, leave up-to 3 months may be allowed.
- iv) Child adoption leave shall not be debited against the leave account.

(Ref: O.O. No. PP/820/2008 dated 13.10.2008, PP/1315/2011 dated 26.09.2011 & O.O. No. PP/1955/2015 dated 26.03.15)

3.11 PATERNITY LEAVE

The DMRC employees are eligible for grant of paternity leave for a period of 15 days during confinement or at the time of child birth of his wife on the following conditions:

- i. He should not have more than two surviving children.
- ii. During this leave period, salary equal to the pay drawn immediately before proceeding on leave shall be paid.
- iii. This shall not be debited to the leave account of the employee.
- iv. This leave can be combined with any other kind of leave as in the case of maternity leave

(except casual leave).

- v. The Paternity Leave can be availed up-to 15 days before or within 6 months from the date of delivery in full only.
- vi. A male employee with less than two surviving children, on valid adoption of a child below the age of one year, may be granted paternity leave for a period of 15 days within a period of six months from the date of valid adoption.

Note- "Child" for the [purpose of this rule will include a child taken as ward by the government servant, under the Guardians and Wards Act, 1890 or the personal Law applicable to that government servant, provided such a ward lives with the government servant and is treated as a member of the family and provided such government servants has, through a special will conferred upon that ward the same status as that of a natural born child.]

(Ref: O.O.No. PP/807/2008 dated 15.09.2008 & O.O. No. PP/1955/2015 dated 26.03.15)

3.12 CHILD CARE LEAVE

- 3.12.1 Only confirmed regular women employees, with minimum two years of service in DMRC, having minor children may be granted Child Care Leave by an authority competent to grant leave for a maximum period of 2 years (730 days) during the entire service for taking care of up-to two children, whether for rearing or to look after any of their needs like school, examination, sickness etc.
- 3.12.2 However, it is stressed that CCL cannot be demanded as a matter of right and under no circumstances can any employee proceed on CCL without prior approval of the leave sanctioning authority. The leave is to be treated like the Earned Leave and sanctioned as such. Consequently, Saturday, Sunday, Gazetted Holidays etc. falling during the period of leave would be count for CCL as in the case of Earned Leave.
- 3.12.3 Only Confirmed female employees with less than 5 years' service in DMRC, who proceed on Child Care Leave will have to execute a bond to serve DMRC for a minimum period of 3 years after returning from Child Care Leave.
- 3.12.4 During the period of such leave, female employees shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. However, she shall not be eligible to opt for perquisites and allowances under the cafeteria. In case of deputationists, they will be governed by their parent department policy on CCL. Child care leave may not be granted in more than 3 spells in a year. In case of single female DMRC employee, the grant of leave in three spells in a calendar year shall be extended to six spells in a calendar year. Child care Leave may not be granted for a period of less than five days at a time, after that the applicant will have to join back and then apply for further leave, if required. Child Care Leave shall not be debited against the leave account.

Child care Leave may also be allowed for the third year as leave not due (without production of medical certificate). It may be combined with leave of the kind and admissible.

3.12.5 Child care leave shall not be admissible if the child is of 18 years of age or older. However, women employees with disabled children with an offspring of any age may avail Child Care Leave. Disabled child having a minimum disability of 40% is elaborated in the Ministry of Social Justice and Empowerment notification No. 16-18/97-NI. L dated 01.06.2001. Document related to handicap as specified in the notification as well as a certificate from the Government servant regarding dependency of the child on her would be required to be submitted by the employee.

3.12.6 If, a female employee resigns within a period of 3 years after availing of CCL, the total emoluments including PLIB paid for the period of Child Care leave will be calculated towards total dues to be paid/ to be refunded by the female employee. Applicable GST or any other prevailing tax shall be charged on refund/recovery amount.

3.12.7 Exclusions-Child Care leave is not admissible to contractual/long term contractual, re-employed and consultant employees;

3.12.8- NOTE- i) An employee on CCL may be permitted to leave headquarters with the prior approval of appropriate Competent Authority.
ii) LTC may be availed while an employee on CCL.
iii) An employee on CCL may proceed on foreign travel, provided clearances from appropriate authorities are taken in advance.

(Ref: O.O. No. PP/820/2008 dated 13.10.2008, O.O. No. PP/847/2008 dated 10.12.2008, O.O. No. PP/1009/2009 dated 03/12/2009, O.O. No. PP/1026/2010 dated 19.01.2010, O.O. No. PP/1086/2010 dated 26.04.2010, O.O. No. PP/1326/2011 dated 17.10.2011 and O.O. PP/1987/2015 dated 22.05.15)

3.13 STUDY LEAVE

3.13.1 In Special circumstances study leave may be granted to an employee of the Corporation to enable him to undertake scientific, technical or managerial studies or to undergo special courses of interest.

3.13.2 Study leave will be granted only to the regular employees of the Corporation who have rendered more than 3 years of service and those deputationists from the Government/PSUs who have been permanently absorbed in Corporation.

3.13.3 The leave may be granted by the Competent Authority subject to exigencies of work after

it is satisfied that the study/training course is directly related to the applicant's work and would be of a definite advantage to the interest of the Corporation.

3.13.4 Study leave out of India shall not be granted ordinarily for pursuing studies on subjects for which adequate facilities exist in India.

3.13.5 Study leave will also not be granted to an employee who is due to retire from the Corporation's service within three years of the date on which he is expected to return to duty after expiry of the leave.

3.13.6 If the leave is required for doing study outside India, Government regulations for release of foreign exchange involved are to be adhered to.

3.13.7 Competent Authority for sanction of leave

The Competent Authority for purpose of sanctioning study leave is the Managing Director.

3.13.8 Maximum period of leave

Ordinarily, the maximum amount of study leave, which may be granted for an employee shall be twelve months at any one time which may be extended under special circumstances up to 24 months at a stretch. However, the limit will be twenty-four months in all during one's entire service, if study leave is taken in different spells.

3.13.9 Combination of study leave with other leave

Study leave may be combined with other kinds of leave, but in no case grant of such leave, in combination with leave other than extra ordinary leave, should exceed absence of more than 28 months (36 months for study leading to Ph. D) which period includes vacations, if any. An employee, when granted study leave in combination with any other kind of leave, if he/she desires, may commence his/her study before end of any other kind of leave but the period of such leave coinciding with the course of study will not be counted as study leave.

3.13.10 Extension of study leave beyond course of study

In case, the course of study finishes before expiry of study leave sanctioned, the employee shall resume duty on conclusion of the course of study, unless the prior approval of the competent authority is obtained to treat the remaining period as ordinary leave.

3.13.11 Cost of fees for Study

The employee granted study leave shall ordinarily be required to meet the cost of fees paid for the study but in exceptional circumstances, Managing Director may sanction grant of such fees. This is subject to the condition that in no case the cost of fees be paid to the employee, who is in receipt of a scholarship or stipend from whatever source, or who is permitted to receive or retain, in addition to his leave salary, any remuneration in respect of part-time employment, permitted during study leave.

3.13.12 Execution of Bond

The employee of the Corporation who has been granted study leave or extension of such leave shall execute a bond in the form at Annexure III hereto, before the study leave granted to him commences.

3.13.13 Resignation and Retirement

In case an employee resigns or retires from service without returning to duty after a period of study leave or within a period of 3 years after such return to duty, he shall be required to refund the amount of leave salary, cost of fees and other expenses, if any, incurred by the Corporation and drawn by him for the period of study leave, together with interest thereon at rates in force at the time of resignation, etc. for Government loans from the date of demand, before his resignation is accepted or permission to retire is granted. Applicable GST or any other prevailing tax shall also be charged on refund/recovery amount. However, the Managing Director may relax this provision where the employee on return to duty from study leave is forced to retire from the service on medical grounds.

3.13.14 Leave Salary during Study Leave

The employee on study leave will be entitled to draw salary equal to the pay plus DA last drawn while on duty immediately before proceeding on leave. Any stipend, scholarship or remuneration in respect of any part time employment shall be adjusted, against the leave salary. He is also entitled to draw HRA for the first 180 days of study leave at the admissible rates from time to time, at the station from where he proceeded on study leave. Payment of HRA beyond 180 days will be subject to certification that the employee continued to retain the house at the same station (whether within its qualifying limits or in an adjoining area) from where he proceeded on study leave, paid rent for it and did not sublet the whole of it for the period for which HRA is claimed. He is further entitled to draw CCA for the first 120 days of study leave at the rates applicable from time to time at the station from where he proceeded on study leave. Further payment of CCA beyond 120 days of study leave will be subject to production of certificate that the employee or his family or both continued to reside for the same period for which CCA is claimed at the

same station (whether within its qualifying limits or in an adjoining area) from where he proceeded on leave.

3.13.15 Study allowance payable for studies pursued outside India

A study allowance shall be granted to an employee who has been granted study leave for studies outside India for the period spent in pursuing a definite course of study at a recognized institution or in any definite tour of inspection of any special class of work, as well as for the period covered by any examination at the end of the course of study.

Where an employee has been permitted to receive and retain, in addition to his leave salary, any scholarship or stipend that may be awarded to him from a Government or non-Government sources or any other remuneration in respect of any part-time employment.

- (a) No study allowance shall be admissible in case the net amount of such scholarship or stipend or remuneration (arrived at by deducting the cost of fees, if any, paid by the employee from the value of the scholarship or stipend or remuneration) exceeds the amount of study allowance otherwise admissible.
- (b) In case the net amount of scholarship or stipend or remuneration is less than the study allowance otherwise admissible the difference between the value of the net scholarship or stipend or any other remuneration in respect of any part-time employment and the study allowance may be granted by the authority competent to grant leave.

Study allowance shall not be granted for any period during which an employee interrupts his course of study to suit his own convenience:

Provided that the authority competent to grant leave or the Head of Mission may authorise the grant of study allowance for a period not exceeding 14 days at a time during such interruption if it was due to sickness.

Study allowance shall also be allowed for the entire period of vacation during the course of study subject to the conditions that –

- a) the employee attends during vacation any special course of study or practical training under the direction of the Corporation or the authority competent to grant leave, as the case may be; or
- b) In the absence of any such direction, he produces satisfactory evidence before the Head of the Mission or the authority competent to grant leave, as the case may be, that he has continued his studies during the vacation. Provided that in respect of vacation falling at the end of the course of study it shall be allowed for a maximum period of 14 days. The period for which study allowance may be granted shall not exceed 24 months in all.

3.13.16 Counting of Study Leave for promotion, seniority, increments, etc.,

Study leave shall count as service for promotion and seniority. It shall also count as service for increments and gratuity and PF provided the employee makes the requisite contribution to PF. The period spent on study leave shall not count for earning leave other than half pay leave period admissible.

4. ENCASHMENT OF LEAVE

- 4.1 Earned Leave is encashable by the eligible employees in the following circumstances and to the extent mentioned:
- 4.2 The full amount of earned leave and half pay leave (up-to 300 days) at credit in the account may be encashed-
- When an employee retires on superannuation or after a period of extension or re-employment.
 - When an employee is permitted to retire prematurely or whose employment is terminated on other than disciplinary grounds, or,
 - When an employee dies while in employment.
- 4.3 During employment only the leave in the encashable leave account can be encashed once in a calendar year. An employee becomes eligible to encash leave only after completion of 2 years of qualifying service.
- 4.4 The deputationists from Government and employees recruited from other Public Sector Undertakings, who are permanently absorbed in the Corporation may encash their earned leave carried forward from their account with the previous employer to the extent of 75% of such leave, provided that the monetary value of the earned leave is remitted to and received by the Corporation.
- 4.5 An employee, who is dismissed, removed or compulsorily retired from employment on disciplinary grounds will not be eligible to encash his leave.
- 4.6 An employee who resigns or quits service before superannuation is eligible to encash 50% of the non-encashable earned leave available on the date of cessation of service, subject to a maximum of 75 days.
- 4.7 For the period of leave encashed, an amount equal to the total of basic pay, special pay and personal pay, etc, if any, and dearness allowance and interim reliefs, if any, admissible on the date of application will be paid. City Compensatory Allowance or House Rent Allowance will not be payable for encashment of leave.

- 4.8 The amount payable for encashment of leave will not be reckoned as wages/salary for purpose of overtime, provident fund, bonus, etc.
- 4.9 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 such encashment is for 30 days or more, monthly instalment of repayment of advances and other dues will be recovered at the rates of one instalment for each period of 30 days. In cases of retirement /resignation/ retrenchment or death, the Corporation's dues will be recoverable from the amount of encashment.
- 4.10 The re-employed /contract personnel working in DMRC are not eligible for encashment of leave lying at the credit on the date of completion of their tenure or during their service in DMRC, as available to regular employees of DMRC.
(Ref: Office Order. No. PP/798/2008 dated 28.08.2008)

5. GENERAL CONDITIONS FOR GRANT OF LEAVE AND ITS ENCASHMENT

- 5.1 Applications for leave and for encashment of leave will be applied through ESS.
- 5.2 Leave (or encashment of leave) cannot be claimed as a matter of right. Sanction for it will be accorded by the officer classified as the competent officer in the SOP for grant of leave, at his discretion.
- 5.3 Leave will be granted only after a Certificate is obtained from the office where leave account of the employee is maintained.
- 5.4 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.
- 5.5 Leave on medical grounds wherever admissible will be granted only on the recommendation and certificate obtained from an authorised registered medical attendant as defined in the Medical Rules of the Corporation. The leave sanctioning authority may sanction leave on medical grounds as has been applied for the type of leave up to a maximum 3 days without production of medical certificates, if he is satisfied on the genuineness of the request for leave.
- 5.6 Except in an emergency, applications for leave shall be made sufficiently in advance (normally seven days) 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.

- 5.7 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.
- 5.8 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 Authorised Medical Attendant, who recommended his leave in the first place or any other Authorised Medical Attendant whose certificate is acceptable to the Corporation.
- 5.9 Holidays including restricted holidays may be allowed to be prefixed and suffixed to the leave.
- 5.10 An employee on resuming duty after expiry of the sanctioned leave will advise the date of resumption to the office maintaining the leave account.
- 5.11 DMRC employees get 30 days Earned Leave in a year, 15 under encashable and 15 under non-encashable heads. They can encash the leave at their credit under encashable head once a year without any upper limit (maximum of 150).
- 5.12. If an employee intends to visit any foreign country, he may only avail Earned Leave and no other leave will be sanctioned. The leave for such visit (i.e., Ex-India Leave) should be got sanctioned from the Competent Authority.

(Ref: Office Order No. PP/874/20089 dated 04.02.2009 and O.O. No. PP/2843/2019 dated 27.06.2019)

6. RECALL FROM LEAVE

In case, the Corporation 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 the cost of travel and other allowances as applicable 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.

7. PROCEDURE FOR AVAILING LEAVE BY EMPLOYEES

The procedure for availing leave by employees is laid down as under: -

- 7.1 Employee should proceed on leave/ Leave Headquarters, only after obtaining sanction from their controlling Officer/Authority competent to sanction the leave, failing which period of absence will not be regularized and it will be treated as unauthorized absence, amounting to 'break in service', leave without pay and further disciplinary action.

- 7.2 In case of sickness, employee will immediately inform his controlling officer over telephone and if his sickness is likely to prolong for more than 3 days, employee will send/ produce "Sick Certificate" from a medical practitioner, competent to issue such certificate, within 48 hours of his sickness to his controlling officer, failing which the employee will be treated as 'ABSENT' and the period will be marked Leave Without Pay. The sickness certificate issued by nominated hospital or Government hospital shall be accepted. In case of outstation, it should be issued from a Government hospital only.
- 7.3 If an employee remains absent on medical grounds for more than 15 days at a stretch, the employee will be directed to nominated/Government hospital, for second medical opinion and their judgment for veracity of the sickness certificate before allowing him/her to join duty.
- 7.4 The period till fitness certificate is received is to be treated as leave.

(Ref: O.O. No DGM/R&T/324/2004 dated 06.05.2004 and O&M/R&T-173 of 2005 dated 19.08.2005)

8. COMPENSATORY REST

In O&M, Compensatory Rest shall be given where in exigency, an employee has worked on his weekly rest day.

- Compensatory Rest is admissible to Non-executive employees only.
- A maximum of three days of Compensatory Rest can be availed at a time.
- Compensatory Rest can be suffixed or prefixed to leave, Casual leave, Sunday and holidays.
- Compensatory Rest can be availed within a period of 30 days from the date in lieu of which it is claimed.

(Ref: Office Order No. O&M/R&T-556 of 2004 dated 20.12.2004)

9. TRANSFER OF LEAVE IN RESPECT OF EMPLOYEES WHO JOIN OTHER GOVT. ORGANIZATION

The employees who resign from service of DMRC, through proper channel and join other Government organization will be eligible for transfer of the leave both Earned Leave (encashable & non-encashable) and Medical Leave (LHAP).

(Ref: Office Order No. PP/1189/2010 dated 14.12.2010).

10. **INTERPRETATION AND RELAXATION**

The decision of the Managing Director of the Corporation, on all interpretations and relaxations to these rules, will 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.

Annexure 'I'

DELHI METRO RAIL CORPORATION LTD. NEW DELHI

APPLICATION FOR LEAVE

NAME..... Emp. No.....

Designation..... Div/Office.....

Sr. No.	Type of Leave	From	To	No. of Days

Reasons for leave:

Address during leave:

Signature of Emp.

Date.....

Sanctioned / Not sanctioned

Name.....

Designation.....
(Sanctioning Authority)

Forwarded to Personnel Branch for necessary action

**Application for Encashment of Earned Leave for the Calendar
Year.....
(To be submitted in duplicate)**

1. Name of the Corporation Employee:
2. Employee Number
3. Designation:
4. Pay + Rate of DA:
5. Office:

Please sanction me Encashable Earned Leave for..... days. I have not availed of encashment facility during this year.

Signature of Employee:
Designation & Office:
Date:

Sanctioned subject to eligibility . the Employee has been sanctioned..... days earned leave/refused.....days leave fromto.....due to.....vide application attached.

Dated :-----

Signature & Designation
(Sanctioning Authority)

to P&A division

Applicant is havingdays of Encashable Earned leaves at his credit. He is allowed to encashdays as requested. Necessary entry in this respect has been made in the leave record. Forwarded to manager (A/cs) for arranging payment.

Dated-----
Signature & Designation

(for Accounts office record)

No. of days of Earned Leave Encashable.:
Amount Due: -----
Rate of pay: -----
Net Amount payable
- in Figures Rs. -----
-in words Rs. -----

Entered in the register of Leave encashable for the year.....

BOND

This Agreement made the _____ day of _____ Two thousand _____ between _____ S/o _____, R/o. _____ at present employed as _____ in the office of expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, administrators and assigns) of the first part AND Managing Director, Delhi Metro Rail Corporation, New Delhi (hereinafter called the “Corporation” which expression shall, unless excluded by or repugnant to the subject or context, include his successors in office and assign) of the second part, and Shri _____ S/o. _____ R/o. _____ at excluded by or repugnant to the subject or context, include his/her heirs, administrators and assigns) of the third part:

WITNESSETH

Whereas the employee has been serving the Corporation since _____ and has requested for grant of study leave for a period of _____ months for pursuing higher studies in _____. During this period he/she will be drawing emoluments at the rate of Rs. _____ per month.

AND WHEREAS after the expiry of the period of _____ months study leave in _____ the employee has undertaken to serve the Corporation for a period of 3 years, commencing from the date of joining his / her duty immediately after his / her return from the leave under reference.

AND WHEREAS the Surety has expressed his willingness to carry out the due performance of the agreement by the employee.

THEREFORE IT IS HEREBY AGREED, CONVENANTED, RECORDED AND DECLARED BY AND AMONG THE PARTIES AS FOLLOWS:—

1. That the employee has joined his / her services w.e.f. _____ and will proceed to _____ on _____.
2. That the employee shall complete his / her higher studies in _____ during a total period of _____ years.
3. If during the period of his / her studies in India / abroad, the performance of the employee is not found up to the mark, the Corporation may at any time terminate the Study Leave without any notice.
4. That the employee shall return to place of his / her posting in the Corporation immediately after his / her completion of studies in India / abroad.

5. That on completion of the period of study, the employee shall be bound to serve the Corporation for a minimum period of 3 years.
6. That Surety herein has assured the Corporation that the employee shall duly and diligently complete his / her studies as aforesaid and thereafter shall serve the Corporation for the aforesaid stipulated period of 3 years after completion of his/ her studies.
7. That in case the employee refuses or fails to serve the Corporation for a period of 3 years after he/she has completed the studies, he/she and the Surety will be jointly and severally liable to pay on demand to the Corporation as liquidated damages a sum of Rs._____
8. The employee shall also be liable to pay as liquidated damage, in addition to the above, the amount which he/she received from the Corporation during the above said period of study towards his/her salary/leave salary and other perquisites, if any.
9. That in case the employee brings about a termination of his/her study by not conforming to the order given to him/her or otherwise brings about termination of his/her study, then the employee shall pay the sum laid down under clause 7 above as liquidated damages.
10. That in case the employee defaults in carrying out the terms of this contract or otherwise commits a default of the terms of this Agreement in any manner whatsoever, then all amounts payable by the employee to the Corporation as liquidated damages as aforesaid shall be paid by the employee on demand.
11. That the Corporation shall also be entitled at its option to file a suit for injunction restraining the employee from serving anywhere in India for similar work during the period fixed in this agreement, and the employee shall have no objection to issue of such injunction.
12. The Corporation may, however, remove or dismiss the employee for misconduct as may be defined according to the rules in force from time to time, in which case the employee or his Surety is liable to pay the damages to the Corporation a sum of Rs._____.
13. That the employee shall not divulge or communicate to any person or persons natural or jurist, during the period of study, under this Agreement, or afterwards, any, information about the affairs of the Corporation. The employee expressly undertakes not to engage in any business, occupation, trade or services of any nature whatsoever during the period stipulated in this agreement.
14. That the employee shall be subject to and conform to the service rules and all other rules and regulations of the Corporation in force, from time to time.

15. That in case of any dispute touching meaning, effect of any right or liabilities arising out of this deed or any dispute whatsoever in connection with or under this deed, the decision of the Managing Director shall be final and binding.

WITNESSES

1. Signature & Designation
2. of the employee
Address

WITNESSES

1. Signature & Designation
2. of the surity

WITNESSES

1. Signature & Designation
2. for and on behalf of
Delhi Metro Rail Corporation Ltd

ANNEXURE-IV

DELHI METRO RAIL CORPORATION LTD. (Dated: 06/06/19)

REVISED PROFORMA FOR DECLARATION FOR FINANCE/ TRAVEL / STAY FOR EX- INDIA LEAVE

S.NO.	DESCRIPTION	DETAILS
1.	NAME (SHRI/SMT.)	
2.	EMP.NO. DESIGNATION DEPARTMENT	
3.	DOJ/DMRC	
4.	STATUS (REGULAR/DEPUTATION/ ABSORPTION/ RE-EMP./ CONTRACT/CONSULTANT)	
5.	PAY SCALE	
6.	PLACE OF VISIT	
7.	PURPOSE OF VISIT	
8.	PERIOD OF VISIT	
9.	TYPE OF LEAVE	
10.	WHETHER LEAVE APPLIED ON ESS (YES/NO)	ENCL:(Copy of leave approved in ESS)
11.	TOTAL MEMBERS TRAVELLING	
12.	TOTAL EXPENDITURE FOR THE EX-INDIA VISIT	
13.	THE EXPENDITURE FOR EX-INDIA VISIT IN RESPECT OF TRAVEL AND STAY WILL BE BORNE BY	TRAVEL: STAY:
14.	IF THE EXPENSES ARE BORNE BY THE EMPLOYEE HIMSELF/SPOUSE PROOF OF SAVING LIKE LAST SIX MONTHS BANK STATEMENT (SELF ATTESTED) IS TO BE PROVIDED	<i>ENCL: It is certified that expenditure has been/will be debited from this account statement only.</i>

15.	IN CASE OF STAY / TRAVEL ARRANGEMENT MADE BY RELATIVE ABROAD, THE WRITTEN DECLARATION FROM THE SAME IS TO BE ENCLOSED, WITH PROOF OF DOMICILE.	ENCL:			
16.	PREVIOUSLY AVAILED EX-INDIA LEAVE	Ex-India leaves availed during the last 5 years	Country Visited/ Destination	Duration of Visit	Purpose of Visit
		1.			
		2.			
		3.			
		4.			
		5.			
17.	D&AR CLEARANCE FROM CONTROLLING OFFICER				

SIGNATURE
NAME
EMP NO.

Forwarded by

AM/Manager

Dy. HOD

HOD

Chapter - G

House Building Advance Rules



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DMRC EMPLOYEES “OWN YOUR OWN HOUSE ADVANCE”

RULES

1. TITLE AND SCOPE :

These rules shall be called DMRC EMPLOYEES OWN YOUR OWN HOUSE ADVANCE RULES and shall be deemed to have come into force from 01.07.2004 (on provisional basis). These rules shall apply only to the regular and confirmed employees of the Corporation and shall not apply to the employees on deputation, ad-hoc, temporary, re-employed, contract on fixed terms and those working on daily wages.

2. OBJECTIVE:

The object of the scheme detailed in these rules is to provide, as a measure of welfare, assistance to the employees of the Corporation to own their own house or flat at the place of work or intended place of residence after retirement with in India.

3. DEFINITION:

- 3.1 ‘Advance’ means advance for acquisition of a plot of land and construction of a house thereon, 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 ‘Corporation’ means Delhi Metro Rail Corporation Ltd. Including all units under its management/control.
- 3.3 ‘Regular employee’ for the purpose of these rules means a person employed on full time regular basis and confirmed also in the Corporation with minimum 2½ years of continuous service including probation-
- 3.4 ‘Pay’ means the basic pay plus dearness allowance and officiating pay, if any, other than those drawn in a leave vacancy.
- 3.5 ‘Sanctioning Authority’ means the Managing Director or any of the full time Directors of the Corporation or any other officer to whom the power for sanctioning the advance is delegated.
- 3.6 ‘House’ means a house, flat or a tenement.

4. ELIGIBILITY:

- 4.1 Regular and confirmed employees of the Corporation with minimum 2 ½ years continuous service (including probationary period) as on the date of application for advance will be eligible to be granted an advance under these Rules.
- 4.2 For the purpose of reckoning continuous service, 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 he/she has joined DMRC on immediate permanent absorption basis and there is no break in service exceeding 30 days from the date of leaving any of these organization and the date of joining another of these or the Corporation as the case may be.

4.3 ELIGIBILITY OF AN EMPLOYEE UNER SUSPENSION FOR HBA:

- 4.3.1 Where an employee, subsequent to his/her being placed under suspension makes a request for the first time for grant of House Building Advance, the same may not be sanctioned till such time his/her suspension order is revoked and he/she resumes his/her duties. However, in case an employee under suspension having been already sanctioned the advance previously and also drawn the same in part, makes a request for release of balance advance/subsequent installments during the period of the suspension, the same may be allowed in terms of the provisions of the extant rules.
- 4.3.2 Where an employee having been sanctioned the advance is subsequently placed under suspension and has not drawn any amount/installment of the advance earlier sanctioned. HBA should not be released till such time his/her suspension order is revoked and he/she resumes his/her duties.

5. PURPOSES FOR WHICH ADVANCE MAY BE GRANTED:

The advance may be granted under these Rules for any of the following purposes:

- 5.1 Purchase of ready-built house or ownership flat (which has not been lived in since its construction) 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 not on hire purchase basis and (ii) the employee gets a clear title to the house/flat and has the right to mortgage it.
- 5.2 Purchase of a ready-built house or ownership flat (which has not been lived in since its construction) under self financing housing scheme implemented by a Government, a semi-Government institution or an autonomous agency like Improvement Trust, Housing Board, and Development Authority etc.
- 5.3. Purchase of flat in construction-linked project of a duly RERA (Real Estate Regu. Authority) registered builder and having undisputable ownership of land and has obtained all approvals for developing the township/ group housing etc.

5.4 Purchase of a ready-built house or ownership flat, other than those at Sub - rules 5.1, 5.2 & 5.3 at the discretion of the competent authority and on proper valuation of the property by registered valuers (for which the valuation fees shall be paid by the employee), provided the house/flat is in good condition and constructed by agencies as defined in sub-rules above. A certificate from the structural Engineer to the effect that the building is structurally safe and the life of the building is not less than 20 years is to be furnished.

Note: The following facts will be ascertained before the advance is sanctioned in such cases:

- (a) The title of the land / house/ flat should be clear and valid.
 - (b) The number and date of the building plan issued by the Municipal or other competent authority by reference to the original plan.
 - (c) 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.
 - (d) The property tax pendency status and receipt issued by the Municipal or other competent authority.
 - (e) Information from the neighbourhood or any other sources, if necessary.
- 5.5 Constructing a new house on the plot owned by the employee or employee and spouse jointly.
- 5.6 Purchasing a plot and constructing a house thereon.
- 5.7 Constructing the residential portion only of the building on a plot which is earmarked as a shop-cum residential plot in a residential colony.
- 5.8 Enlarging a existing house owned by the employee concerned or jointly with spouse. The total cost of existing structure (excluding cost of land) and the proposed additions should not exceed the prescribed cost –ceiling limit.
- 5.9 Repayment of the outstanding amount of a Housing Advance and interest thereon due to be paid to his/her former employer, being government or PSU by an employee of the Corporation at the time of his/her permanent absorption in the Corporation. In such cases the outstanding principal and interest will be separately transferred on the principle of deemed continuity of service of the employee in DMRC.

NOTE:-

- i) Floor area(super) of the house to be constructed should not be less than 33 sq. mt.
- ii) No advance shall be granted for purchasing a plot of land only.
- iii) No advance shall be granted towards initial payment of registration/booking amount for purchase of ready-built house or flat including those under a self-financing scheme.

6. CONDITIONS FOR GRANT OF ADVANCE :

- 6.1 The employee should not have availed of any loan or advance for the acquisition of a house or flat from any other Govt. source (e.g. Department of Rehabilitation), under the Housing Schemes of the Central or a State Government or a Statutory or Autonomous body or Public Sector Undertakings.
- 6.2 In the case of an employee who already possesses a plot of land, the advance will be granted for the construction of a house thereon, only if the employee has clear title to the land and construction on it can commence immediately.
- 6.3 In the case of an employee, who owns a plot of land or house jointly with his/ her wife/ husband, the advance will be granted provided both of them are willing to jointly mortgage the same in favour of the Corporation as security for the repayment of the advance. Applications in such a case should be accompanied by a declaration from the wife or the husband, as the case may be, and on sanction of advance he/she will mortgage his/her share of the land or house jointly with her husband/ his wife as security for repayment of the advance.
- 6.4 Where both the husband and wife are employees of the Corporation and are otherwise eligible for the grant of advance, the advance shall be admissible to only one of them at their option. A joint declaration in this regard will also be submitted.
- 6.5 Advance shall not be admissible to an employee, who is to superannuate within 36 months of the application for the advance.
- 6.6 Not more than one advance shall be admissible to an employee during his/her entire service.
- 6.7 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, 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 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 specifications 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 Corporation on such terms and conditions as may be prescribed by the Corporation.
 - (vii) An attested copy of the Bye-laws of the Society.
- 6.8 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 Trust, 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.
- 6.9 Before applying for HBA, employee shall ensure that he/she has submitted on prescribed format for prior intimation/permission for purchase of the immovable property under Para-16 of DMRC Discipline, Conduct and Appeal Rules and have obtained approval for the same. The format prescribed for this purpose is enclosed as Annexure-A.

7. CEILING LIMIT OF COST:

The cost of ceiling limit of the house (excluding cost of land) should not exceed 139 times of basic pay of the employee subject to a maximum of **Rs 01.00 Crore (one Crore)** (Ref: O.O. No. PP/2752/2019 dated 30.01.2019).

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 limit.

8. AMOUNT OF ADVANCE :

8.1 HBA limit:

HBA limit including cost of land of the house is 60 times of basic pay or **Rs.40.00 lakh**, whichever is less. The different purposes and quantum of advance are as under. (O.O. No. PP/1048/2010 dated 18.02.2010, PP/1520/2012 dated 22.10.2012 and PP2752/2019 dated 30.01.2019)

a) **For new construction/purchase of new house/flat :**

60 months' basic pay or Rs 40.00 lakh or cost of house or repaying capacity, whichever is less.

b) **For enlarging existing house :**

The employees will be permitted to avail HBA for enlargement of their existing house/flat, enclosing balconies or other alterations and modifications after a period of 5 years from the date of taking the possession of the house for which HBA was sanctioned from DMRC. The eligible amount of HBA will be limited to the maximum of 60months basic pay or Rs. 20.00 lakh or total cost of enlargement or repaying capacity whichever is less, subject to the difference in HBA amount between current entitlement and the amount of HBA availed earlier.

Following conditions will apply for HBA for enlargement of House:

- i) Priority will be given to the fresh applicant for the 1st HBA over the applicant for enlargement, since the main objective of the HBA rule is to assist the employees to own their own house. Therefore, such requests shall be processed subject to budget availability in last quarter of each financial year.
 - ii) It will be applicable for enlargement of house in Delhi and NCR region only.
 - iii) A 3 member committee shall be constituted to verify the progress of enlargement (one civil engineer will necessarily be a part of committee)
 - iv) HBA for enlargement will be released in 3 installments: a. 25% b. 50% c. 25%
- a) First installment shall be released after verification of house on receipt of application.
 - b) Second and third installments will be released on verification that the amount already released has actually been spent by the applicant.
 - c) For HBA sanctioned for the purpose of enlargement, the interest will be levied @9% i.e., highest bracket of HBA interest, in vogue in DMRC from time to time.
 - d) The advance for HBA enlargement shall be admissible to an employee, who is not being superannuated in next 36 months of taking the advance.

NOTE: Extension in period will not be given. The whole HBA (original + for enlargement) will be recovered in full with-in period, defined in original office order.

8.2 **Additional HBA:**

At the time of taking absorption/joining DMRC after tendering resignation from their previous employer, DMRC grants HBA for the purpose of repayment of the outstanding HBA to Railway/PSU. A number of such employees have requested for sanction of differential HBA as per their entitlement in DMRC and loan(excluding interest portion)

taken over by DMRC from railways/PSU. In such cases, the sanction of differential HBA as per their entitlement on the date of new request and HBA i.e., principal already taken over by DMRC from parent organisation at the time of absorption can be granted subject to the followings:

- i) Payment of interest as per the SBI home loan rate prevailing on the date of taking over of loan by DMRC till the entire amount is repaid to DMRC.
- ii) Repayment of entire HBA sanctioned by DMRC in single installment (outstanding principal on which interest is chargeable + outstanding interest taken over by DMRC on which interest is not chargeable in DMRC + accrued interest in DMRC + differential interest @ SBI home loan interest rate minus interest already accrued in DMRC.)
- iii) In case, an employee who is working in DMRC, has cleared the entire outstanding amount of HBA, availed from any Government Organisation/PSU/Bank and has not availed HBA from DMRC for repayment for the said Advance, he/she will be eligible for HBA from DMRC, subject to his/her entitlement as per DMRC HBA Rules.
- iv) The above options can be exercised only once during the service in DMRC.

8.3 Swapping of Housing Loan:

Existing employees who have already taken Home Loans from Banks and other Registered Financial Institutions are allowed to migrate to HBA, subject to fulfilment of the other conditions as per extant rules. This shall be permitted only once during the service period of the employee, subject to meeting all the required formalities.

NOTE:

- i) Only such cases of swapping of Home Loan from Banks/Financial Institutions shall be accepted where the property is found registered in the name of the employee or his or her spouse and possession is being handed over.
- ii) In the event of outstanding amount is found in excess of the total amount of the HBA eligibility of the employee, he may be asked to repay the excess amount to the financial institution/bank prior to withdrawal of HBA instalment.

(Ref: Office order no. PP/1751/2014 dt.07.03.2014 & Circular no. DMRC/PERS/14/2014 dt.12.06.14)

8.4 Creation of Second Mortgage/Charge:

- a) The employee, if he/she wishes to take a second charge to meet the balance cost of House/Flat or plot from recognised Bank/Financial Institutions, then he/she may declare the same and apply for NOC at the time of applying for House Building Advance. The total loan from HBA and from other sources cannot be beyond ceiling limit of the house as defined under chapter 7.

- b) Permission for second charge/mortgage on property for enlargement may also be granted. Conditions of HBA rules for enlargement should, however, be fulfilled.

8.5 Advance repaying capacity:

8.5.1 The capacity of the applicant to repay the advance shall be worked out before the grant of the advance in order to ensure that the principal together with the interest thereon is fully recovered before the applicant retires from service. The net take home pay by way of disposable income in the hands of the employee should not be less than 50% of the basic pay plus DA after meeting of all recoveries.

Since the payment of minimum wages Act, 1948 is not applicable for executive category, the pension drawn by the employee from his previous organization shall be considered while calculating 50% take home salary.

8.5.2 The actual amount of advance to be sanctioned shall be determined by the Corporation 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.

9. RATE OF INTEREST :

9.1 The rate of interest which shall be paid by the employees on the advances sanctioned under these Rules as follows:

Slab	Rate of Interest
Up-to Rs. 12 lakh	@ 5%
From Rs. 12,00,001 to Rs 15,00,000 lakh	@ 7.5%
From Rs. 15,00,001 to Rs 40,00,000 lakh	@ 9%

(Ref: O.O. No. PP/2752/2019 dated 30.01.2019)

NOTE: Lower Rate of Interest will be applied for the advance drawn in 1st instalment till the reach of 1st slab i.e., up to Rs.12 lakh @ 5% p.a. and thereafter accordingly next rate of interest will be applied for the purpose of calculation of interest charges.

9.2 Interest will be calculated on the balance of advance outstanding on the last day of each month. (Ref: O.O. No. PP/263/2004 dated 24.05.2005).

- 9.3 In the process of recovery, the principal amount will be recovered first and thereafter the interest chargeable on the advance.
- 9.4 The advance carries simple interest from the date of payment of first instalment.
- 9.5 If the balance of principal amount is cleared on the 1st or during the middle of a particular month, the interest of the month will be NIL as the interest bearing balance will be 'Nil.'
- 9.6 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 drawl.

10. SECURITY:

The forms of securities and the types of cases in which they shall be obtained and when they shall be obtained are indicated below:

10.1 Agreements:

- a) An agreement in Form-4 shall be executed in the following types of cases before the first instalment 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-10.4 below.
- c) Tri-partite agreement (wherever applicable)

NOTE: Notwithstanding anything mentioned above, the employee shall execute such supplementary documents/deeds as may be required by the Corporation from time to time.

10.2 Surety :

A surety bond in Form 7 shall be furnished by the applicant from two regular employees of the Corporation who have completed at least 3 years of service (including service in the Central or a State Government Department or a Public Sector Undertaking or a Government institution) and who are 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 and original title deed of property is

received to the Corporation or till the advance together with the interest due thereon is completely repaid, whichever event happens earlier. 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 two cases of House Building Advance.

10.3 Mortgage Deed :

- a) 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.
- b) A mortgage deed in Form 9 shall be executed in cases where the property is leasehold.
- c) The mortgage in all the above cases may be affected through equitable mortgage by deposit of title deeds of the property with the Corporation 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.

10.4 Documents to be submitted for Enhanced HBA:

Where the amount of advance originally sanctioned is enhanced or the number and amount of instalments for repayment of advance are changed, the documents such as Application form, Agreements, Surety Bonds etc. are required to be executed afresh at the cost of the loanee subject to complying following conditions:

- a) The employee should not have drawn the entire amount of HBA sanctioned under earlier order and/or where construction is not completed/full cost towards acquisition of house/flat is yet to be paid.
- b) There will be no deviation from the approved plan of construction on the basis of which the original sanction of House Building Advance was accorded.
- c) The actual entitlement will be restricted to the repaying capacity
- d) In any case, not more than one enhancement is admissible to employee,
- e) The application for enhanced HBA should be submitted with-in six months from issue of office order.

10.5 Re-conveyance 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 re-conveyed 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 in this rule shall be signed on behalf of the Corporation, wherever required by an Officer in grade Rs.70000-200000/- IDA (Dy HoD) or higher.

11. DISBURSAL OF HOUSE BUILDING ADVANCE:

11.1 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.

Types of Cases	Purchase of Plot of Land	Instalments for construction of house after allotting a portion, if any, for purchase of plot of land as a percentage of the sanctioned advance			
		1 st	2 nd	3 rd	4 th
1	2	3	4	5	6

Single storied houses:

(a) Construction		40%	40%	20%	-
(b) Purchase of land & construction	40% of eligible HBA OR actual cost of plot of land whichever is less	20%	20%	20%	-

Double storied houses:

(a) New Construction		30%	25%	25%	20%
(b) Purchase of land & construction	30% of eligible HBA OR actual cost of plot of land whichever is less	20%	20%	15%	15%

The first instalment shall be released initially at the time of sanction of advance. The 2nd and 3rd instalments in the case of single storied structure shall be disbursed after the construction has reached the plinth level and roof level respectively, and in the case of double storied

structure, the disbursement of 2nd, 3rd and 4th instalments 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.

- 11.2 In the case of houses/flats under self-financing schemes, the amount shall be paid in such instalments and at such intervals as are laid down by the authority implementing the scheme. Payment of first instalment shall be made only after the prescribed agreement in Form-4 and surety bond in Form-7 have been executed by the employee.
- 11.3 In case of enlargement of existing houses, the payment shall be made in three suitable instalments after the prescribed agreement in Form 4 and surety bond in Form-7 and other documents for the total amount including the enhanced amount of House Building Advance, as the case may be.
- 11.4 In case, house is purchased under Construction Linked Plan/Flexi plan, the payment of HBA shall be released according to the demands, subject to a maximum of 80% of the sanctioned HBA. There after next 10% will be released on offer of possession and rest of the amount shall be released after submission of completion certificate by employee and physical verification of the property by the nominated committee (Ref: APO/O&M Note No. DMRC/O&M/HR/HBA /2010 dated 03.12.2010 & dated 03.06.2011).
- 11.5 For Ready-to-Move in house or flat, entire amount of sanctioned HBA will be released in-favour of the owner/builder of property with whom the employee has made the transaction after physical verification of the property by the nominated committee and prescribed agreement in Form-4 and surety bond in Form-7 have been executed by the employee.
- 11.6 **For Swapping of Home Loan to DMRC HBA:** The total sanctioned HBA shall not be more than the outstanding amount of loan with bank/financial institutions as on the date of release of HBA.

12. PROCEDURE FOR DRAWAL OF ADVANCE :

- 12.1 Application for the grant of advance under these Rules shall be submitted in Form-1 through proper channel. The following documents shall accompany the application:
- (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 Registrar 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 of 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 Corporation, before authorizing 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 transaction will enable him to acquire indisputable clear title to the house or flat.
- (v) Applicant 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 forms 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 Corporation.

12.2 The Sanctioning Authority shall get the application duly vetted from the Legal Division of DMRC and satisfy itself of the correctness of the facts and genuineness of deeds stated therein. The sanctioning authority, before according sanction, shall get the existence of budget provision certified by Finance Division.

12.3 After the sanction is accorded, the borrower shall arrange to fulfill 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 Corporation shall arrange disbursement of the appropriate proportions out of the sanctioned advance (in suitable instalments) as per Rule 11.

12.4 In the case of purchase of land, house/ flat, the amount of advance shall be sanctioned by the Corporation to the applicant, but the cheque / demand draft for the amount shall actually be given to the seller by the Corporation after the requisite documents are received from the employee and the necessary formalities are completed.

12.5 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 Corporation on the execution of the prescribed agreement and completion of other formalities prescribed under these rules.

12.6 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 15 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 to HR 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 Corporation forthwith together with the interest, if any, due thereon.
 - (iv) The property mortgaged to the Corporation is released immediately on the repayment of the advance and the interest thereon in full.
- 12.7 The employee shall deposit all the legal documents such as title deed, mortgage deed, agreement, surety bond, etc., with the HR Department on behalf of the sanctioning authority. In the case of transfer of an employee from one office to another the documents shall continue to be kept in the safe custody on behalf of the sanctioning authority.

13. TIME LIMITS FOR UTILIZATION OF ADVANCE :

- 13.1 In the case of purchase of a plot of land and construction thereon, the land shall be purchased and the sale deed produced within 2 months of the disbursal of the instalment of advance for the purpose.
- 13.2 In the case of purchase of a house, acquisition of the same and mortgage to the Corporation shall be completed within 3 months of disbursal of advance for the purpose. Extension of time limit may be granted by the sanctioning authority depending upon the merits of an individual case.
- 13.3 In the case of purchase of a ready built flat, the applicant shall utilize the amount of advance and produce the original sale deed and mortgage deed of advance within one month of the disbursal of the advance. Extension of time limit may be granted by the sanctioning authority depending upon the merits of an individual case.
- 13.4 Any sanction for advance or its instalment, if not utilized within a period of 4 months from the date of issue of office order will automatically lapse.
- 13.5 If the advance is not utilized within the time limit prescribed herein, it should be refunded in lump sum with interest thereon failing which it shall be open to the Corporation to recover the advance with interest in lump sum from the salary and any other dues and/or by taking recourse to any other proceedings as deemed necessary.

14. CONSTRUCTION AND MAINTENANCE :

- 14.1 The construction of a new house or additions to an existing house, as the case may be, shall be:-
- 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 Corporation. 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 Corporation 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 Corporation 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 months 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 9 above) in one lump sum instalment. An extension of the time limit may however be allowed up to one year by the Corporation in cases 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 Corporation without delay.

14.2 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 Corporation in full. The employee shall furnish an annual certificate to this effect to the Corporation.

14.3 After completion of construction of the house, annual inspection may be carried out by an authorized official of the Corporation under instructions from the Corporation 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 Corporation forthwith the entire advance drawn by him together with accrued interest.

15. INSURANCE OF HOUSE:

15.1 Immediately on completion of construction or purchase of the house/flat, as the case may be, the employee concerned will insure the house with the recognised institutions as approved by Insurance Regulatory and Development Authority (IRDA) within one month at his own cost for 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 Corporation. The policy obtained shall be deposited with the Corporation. A letter in Form 10 shall be written to the Insurer by the employee about the interest which the Corporation has in the Insurance Policy. The premium shall be paid regularly by the employee 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, or non-payment of premium for such insurance, it shall be lawful but not obligatory for the Corporation to insure the said house

at the cost of the employee concerned and recover the same from the employee including interest fixed thereon. The employee shall, in addition, be liable to disciplinary action.

- 15.2 To ease the financial burden on the employee or his/her family in the event of his/her premature death, etc. a Group Insurance Scheme for the advance pending to be recovered (principal + interest) has been introduced for which the premium will be borne by the employer and employee on 50:50 basis.

16. REPAYMENT OF ADVANCE:

- 16.1 Recovery of sanctioned House Building Advance will be commenced from the month following which the advance is drawn, irrespective of the fact whether full advance has been drawn or not.

- 16.2 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 20 years, repayment of principal being made in 15 years (180 instalments) and interest in 5 years (60 instalments).

It will be open to an employee to repay the advance and or interest thereon in a shorter period, if he/she 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 Corporation and the interest thereon on or before the date of his retirement, it shall be open to the Corporation 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.

- 16.3 Recovery of the advance shall be effected through the monthly pay / leave Salary bills of the employee concerned by the Corporation.

- 16.4 If an employee dies before repayment of the advance, and/or interest thereon, the entire pending amount will be recovered from Insurer (w.e.f.1st Dec.,2019).

In all other cases, where the employee ceases to be in service for any reason, he/she is required to settle total outstanding House Building Advance (Principal +interest) in single instalment. In other words, settlement of outstanding advance shall not be permissible on equated monthly instalment basis. Failure on the part of employee concerned to repay the advance and interest thereon for any reason whatsoever, shall entitle the Corporation 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 realized by the sale of the property is not sufficient to cover the amount outstanding as balance due to the Corporation, the Corporation shall be entitled to proceed against the surety for the recovery of the amount, which falls short, to make good the difference.

16.5 Recovery from Gratuity:

In case employee is due to retire within 20 years of the grant of advance, he/she may be permitted to repay the outstanding balance of the advance along with interest, if any, remaining unpaid at the time of retirement from the due Gratuity and an undertaking to this effect shall be obtained from him/her at the time of sanctioning the advance. The amount of instalment worked out should not be less than that worked out on the basis of repaying within 20 years.

17. SAFEGUARDS:

- 17.1 Before disbursement of the first instalment of the advance, the applicant shall mortgage the land with the house to be erected thereon to the Corporation. The original documents of title of the land shall be deposited with the sanctioning authority before drawing the second instalment of the advance.
- 17.2 Before sanctioning the loan, administration shall get the legal vetting of all documents so that the titles of the deeds are properly verified and the corporation safeguards the amount of advance granted.
- 17.3 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.
- 17.4 Surety bonds in the prescribed form (Form 7) shall be obtained from the applicants who apply for advance for purchasing a ready built house.
- 17.5 Procedure for watching recovery of advance and books to be kept shall be as such decided by the Managing Director.

18. STAMP DUTY, GST & TDS:

- a) 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.
- b) Goods & Service Tax etc. (wherever applicable) will be borne by the employee.
- c) Deduction and submission of TDS as per the provision of Income Tax Act (wherever applicable) will be the sole responsibility of concerned employee.

NOTE: Reimbursement of above (a,b &c) thereof are not admissible.

19. PENALTY FOR NON-SUBMISSION OF ORIGINAL TITLE DEED ON TIME:

In case the employee fails to submit the original title deed, possession letter and Insurance paper of property with-in one month of withdrawal of final instalment of HBA or completion certificate, whichever is earlier, a flat 2% interest over and above the normal HBA interest shall be charged on total withdrawn advance amount as a penalty applicable from the date of drawl of first advance/instalment of HBA and shall be settled separately.

An Affidavit in this regard shall also be submitted by employee at the time of withdrawal of 1st instalment of House Building Advance.

For existing House Building Advance cases, where full House Building Advance amount has already been disbursed, employee may submit the original title deed, possession letter and Insurance paper of property with-in one month of the issue of circular, failing which applicable penalty will be imposed. Representation for waiver of penalty, if received, can only be entertained, in case the reasons are beyond the control of the employee, for instance in case of court order/s, force majeure events, etc. Genuineness of the reason shall be considered in consultation with the Legal Department.

For new House Building Advance cases: Representation for waiver of penalty, if received, can only be entertained, in case the reasons are beyond the control of the employee, for instance in case of court order/s, force majeure events, etc. Genuineness of the reason shall be considered in consultation with the Legal Department.

20. SUPPLEMENTAL ORDERS:

Notwithstanding anything contained herein, the employee shall be bound to comply with any supplementary rules/orders which may be made subsequently in this regard from time to time with a view to safeguarding the corporation's interest as well as proper and faithful observance of the provision of these rules.

21. MODIFICATION/AMENDMENT OF RULES / DELEGATION OF POWERS :

The Managing Director reserves the rights 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 Corporation from time to time. Such modification, cancellation, addition and amendment to any of these rules shall not affect the advances already sanctioned unless the employee to whom such advance had been sanctioned, specifically agrees to the same.

22. INTERPRETATION:

The decision of the Managing Director of the Corporation, on all interpretations and relaxations to these rules, will 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.

23. FORMS AND FORMATS :

DOCUMENTS TO BE CHECKED BY EMPLOYEE BEFORE SUBMITTING THE HBA FILE TO HR

For Under Construction/Flexi Plan

- Proof of prior Intimation of the transaction.
- Check List for HBA (The format is attached)
- Form No 1 duly filled in and forwarded by concerned HOD.
- Allotment letter
- Payment receipts
- Builder buyer agreement
- Permission to Mortgage and Non-Encumbrance Certificate.
- Article and Memorandum of Association.
- Chain of Ownership.
- NOC from concerned Govt Agencies/Deptts.
- Sanctioned Map
 - a) Site Plan
 - b) Building Plan
 - c) Floor Plan
- Any other documents required by Legal Deptt.

For Ready to Move in Plan

- Chain of ownership
- Property tax receipts/electricity bill/ water bill
- Valuation of property from a registered valuer.
- Any other documents required by Legal Deptt.

NOTE: CORPORATION MAY SEEK ANY OTHER DOCUMENT AS REQUIRED.

**CHECK LIST FOR SANCTION OF HOUSE BUILDING ADVANCE
(TO BE FILLED BY THE EMPLOYEE)**

Dated

1	Name	
2	Designation	
3	Emp No.	
4	Pay Scale	
5	Basic Pay as on today	
6	Date of Birth	
7	Date of Joining/Absorption DMRC	
8	Date of retirement	
9	Balance service period	
10	Cost Ceiling limit (Max 139 months basic)	
11	Ceiling limit for advance (60 times of basic pay or ₹40 Lakhs whichever is less.	
12	Amount of Advance (applied for)	
13	Purpose	
14	The proposed purchase is made from	
15.	Balance Fund Required	
16.	Source of Balance Fund	
17.	Details of HBA taken from Govt Deptt/PSU's earlier if any	

**TO BE FILLED BY EMPLOYEE AND VETTED BY LEGAL
DEPARTMENT**

18	Documents required for grant of HBA	
	Application Form No.1	F/
	Surety Bonds in FORM 7 (Clause 10.2)	F/ & F/
A.	FOR PURCHASE OF READY BUILT FLAT	
	Proof of Negotiation (Clause 11.1(iv))	F/
	Copy of Building Plan (Clause 11.1(iv))	F/
	Title of the House (Clause 5.3)	F/
	No. & Date of Building Plan issued by Municipal Corporation (clause No. 5.3b)	F/
	Tax bill & receipt issued by Municipal Corp. (Clause No. 5.3d)	F/
	Agreement in Form 4, 6, 8 or 9 (Clause 9.2)	F/ , F/ , F/
	Proper valuation of the property by registered valuer (Clause 5.3)	
	Certificate from a Structural Engineer to the effect that the building is structurally safe for 20 years (Clause 5.3)	
B	FOR PURCHASE OF HOUSE or FLAT FROM A REG. CO-OP SOCIETY SHALL FURNISH DOCUMENTS AS REQUIRED IN CLAUSE No. 6.8(1-7)	
	Society Registration Proof. Attested Copy of the society's title deed in respect of the land on which the house/flat is constructed and that it is free from all encumbrances. Attested copy of the offer of sale of the house/flat to the applicant (cost of land, terms of allotment payment etc.) Copy of the plan and detailed specification adopted for construction of the house/flat. Attested copy of the sale deed proposed to be executed by the Society in favour of the applicant No. objection certificate for mortgaging the house/flat to the organization. Attested copy of bye-law of the society.	F/ F/
C	FOR CONSTRUCTION OF HOUSE ON A PLOT ON LAND, DOCUMENTS AS REQUIRED IN CLAUSE NO. 6.9 MAY BE FURNISHED.	----- NA -----

TO BE FILLED IN BY ACCOUNTS DEPARTMENT

19	Advance repayment, Gross pay w.r.t. latest pay slip, total deduction (a)	
	Other recoveries (b)	
	Proposed instalment of HBA (c)	
	HBA Interest instalments	
	HBA calculation sheet attached	
	As per para 8.5 Advance repaying capacity (50% of Basic Pay +DA)	
	Net take home salary as per above (a-b-c)	
	Budget provision	

I have applied / obtained the NOC for my transaction into above mentioned immovable property.

Sign of Employee

HR Department

Legal Department

Finance Department

**APPLICATION FORM FOR USE BY DMRC EMPLOYEE FOR THE GRANT OF
OWN YOUR OWN HOUSE BUILDING ADVANCE UNDER THE RULES
REGULATING THE GRANT OF ADVANCE TO THEM FOR HOUSE ETC.**

1. (a) Name (in block letters). :
(b) Designation :
(c) Emp.no :

(d) Department. Office and
Station in which employed :

(e) Scale of pay :

(f) 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 corporation	Date of your appointment In the corporation & the grade thereof	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

4. Do you or does your wife/husband/minor child already own a house if so please state:-

Station where it is Situated	Floor are (in sq.ft.)	Its approximate Valuation ₹.	Reason for desiring to own another house with exact address, or enlarging living accommodation in an existing house, as the case may be

5. Do you require the advance for building a new house? If so, please Indicate:

(a)

Approximate Floor area Of house Proposed to Be constructed (In Sqm.)	Estimated cost			Amount of advance required	No. Of years In which The Advance with Interest is Proposed to Be repaid
	Cost of land	Cost of Construction	Total		

Note: Entries in cols. 2-4 will have to be supported by specification/estimates and plans at the appropriate stage in prescribed forms.

Note: - The cost of land should be below or equal to 40% of total eligible HBA amount.

Note: - Minimum of 36 months of regular service is required for availed HBA.

(b) Whether you are already in possession of the land? If so, please state:-

Name of the city or town where it is located	Whether you wish to settle there after retirement	Area of the plot (in sq.mtr)	Name of the municipal or other local authority (if any) in whose jurisdiction it is located

(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 enclose an attested true copy of letter from the seller of the plot that subject to 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 month from the date of 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 room (in Sq. m)	If additional storey is proposed to be added. Is the Foundation Strong Enough?	Particulars of			Amount Of Advance Desired	No. of years In which the advance with interest is proposed to be repaid
			No of floor area estimated	Rooms (in Sq m.)	cost		

Note: A plan of existing house should accompany the application.

7. Do you require the advance for purchasing a readymade house from a Govt Authority/ Private Builder/ Third Party/ Individual?

(a) If so and in case you have a house in view, state:-

Exact location of house/ Address	Floor area of house (in Sqm)	Plinth area of the house (in Sqm)	Approx age of the house	Municipal Valuation of the house	Name & address of the owner	Approx. Price expected to be paid	Amount of advance required	No. of years in which the advance with interest is proposed to be repaid

Have you satisfied yourself that the transaction would result in your acquiring an undisputable title of house?

Note: A plan of the house should accompany the application.

- (b) If you do not already have a house in view. When and where do you propose to acquire one? indicate:-

The approximate amount up to which you will be prepared to buy a house	The approximate amount of advance required	No. of years in which the advance with interest is proposed to be repaid

The detail 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 proposed to constructed free hold or lease hold? If lease hold, please state:-

The term of lease	How much of the term has already expired	Whether conditions of the lease permit the land being mortgaged to corporation	Premium paid for the land	Annual rental value of the plot

Note: A copy of the lease/sale deed should accompany the application.

- 9 (A) Is your title to land/house undisputed and free from encumbrances?
- (B) Can you produce if required Original document (Sale of lease deed in support of your title? If not, state reasons therefore 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 road water supply drainage sewerage. Street lighting etc? (furnish a site plan with complete address.

- 10 Name and designation of the surety (1st) :
- Home Town Address of the Surety (1st) :
- Name and designation of the Surety (2nd) :
- Home Town Address of the Surety (2nd) :
- Present pay (excluding allowances but including DA) of surety

(Enclose latest salary slip duly attested by the concerned sureties)

Date of superannuation of sureties :

- 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 particular of amount drawn ,the date of drawn 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 authorize the corporation to adjust the outstanding amount of advance with interest against the gratuity or any other dues admissible to you.

DECLARATION BY THE APPLICANT

1. That whatever is stated above is true to best my knowledge and belief.
2. I have read the rules regulating the grant of advances to DMRC employee for building etc. of house, and agree to abide by the terms and condition stipulated therein.
3. I certify that:
 - 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.
 - 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.
 - That the house/flat proposed to be purchased / constructed/enlarged is required for my bonafide personal use.
 - That the construction of the house/flat for which the advance has been applied, has not yet been commenced.I solemnly declare that the information furnished by me in reply to various items indicated

Station:

Signature of the applicant

Dated:

Name :
Designation :
Emp No :
Department :
Mobile No. :
Extn No. :
E-mail :

**Strike out the alternative(s) whichever not applicable*

(To be completed by the applicant's Head of Department)

No. _____ Station _____ Date _____

- (1) I have scrutinized the application in terms of the Corporation 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 ₹. _____ (₹ _____ 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 _____

Department _____

UNDERTAKING

I, -----, -----, EMP No -----, certify that I would get the property at -----
-----insured against fire, lightening, riots, and earth quake immediately after possession of the flat at my own cost for an amount not less than the amount sanctioned. I shall deposit the original policy with the Delhi Metro Rail Corporation.*

I also state that I would submit original receipts, property documents, conveyance deed and insurance papers as soon as I am in possession of the above said documents.*

That I am purchasing the under construction immovable property from -----
-----and I shall deposit the conveyance deed papers within two years or after possession whichever is earlier.*

I shall submit society buy laws, society registration proof whenever it is with me.*

I shall submit Structural Stability Certificate, Completion Certificate and Occupancy Certificate before withdrawal of final HBA Installment.*

Signature-----
Name-----
Employee No.-----
Desig-----

Dated: / / 20

**Strike out whichever is not applicable.*

UNDERTAKING

I, -----, Emp. No-----, Designation ---
-----, certify that I would get the property at
_____. I also certify that I shall
deposit the **society bye laws** at the time of possession of the above mentioned flat.

Signature-----

(Name-----)

Employee No.-----

Desig-----

Dated:

CERTIFICATE

I, -----, Emp. No-----, Designation -----
---, certify that transaction to the purchase of ready built flat/house/plot at -----
-----enable me to acquire
indisputable clear title to the said flat/property.

Dated:

Signature-----
(Name-----)
Employee No.-----
Desig-----

DECLARATION

I, -----, Emp. No-----, Designation -----
---, declared that my wife or child do not own any housing property as on date.

Dated:

Signature-----
(Name-----)
Employee No.-----
Desig-----

FORM NO.2

Abstract of cost or original estimates and detailed specifications (based on details in Form 8) for grant of advance to DMRC employees for the building or houses.

Amount _____

Name _____

Designation _____

Locally and address in which the house is proposed to be constructed.

Item No.	Sub heads & item of work	Quantity or No.	Rate per	Amount (Rs)	Total
1	Earth work (Earth work excavation for foundation and disposing of the surplus earth etc.)				
2	Concrete work (Foundation concrete with cement or lime using stone or brick ballast either below floors or for footings)				
3	Damp Proof Course (concrete on rich cement mortar or bitumenistic compound)				
4	Reinforced cement				
5	Masonry (Brick, stone, concrete blocks walls etc.)				
6	Roofing work (RCC Asbestos or any other type of suitable roof)				
7.	Wood work (for doors and windows wooden scantling for roofs etc.				
8.	Steel work for reinforcements holdfasts, window bars etc.				
9.	Flooring (concrete, stone or marble chips etc.)				
10.	Finishing (Plastering, pointing, colour or white washing painting, etc.)				
11.	Miscellaneous (like rain water pipes/shelves, jials, chulas pegs, hooks for fans etc.)				

12.	Sanitary Installations (closets, connections pipes manholes, drains etc.				
13.	Water Supply (Taps, water meters, water tanks, G.I.pipes etc.)				
14.	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 detailed items of works/rates etc. proposed to be adopted) and attached to the application at the appropriate stage.

Details of Measurements.

Name of work

Quantities have been worked out for the approved plan:

Sr.No.	Details of Work	Measurements LBH	Quantities
1.	Earth work in excavation in foundation trenches in ordinary soil		
2.	Filing 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.	2 nd class brick work in cement mortar 1:6 in foundation and plinth		
7.	2 nd class brick work in super-structure in CM 1:6 up to floor 2 level		
8.	RCC 1:2:4 in Chhajjas up to floor 2 level		
9.	RCC 1:2:4 in suspended floors roof landings, balconies up to 2 level		
10.	RCC 1:2:4 upto floor 2 level in lintels beams etc.		
11.	Centering, shuttering suspended floors landings, balconies, etc.		
12.	Mild steel reinforcement for RCC work		
13.	Cement Concrete flooring 1:2:4 40 mm thick		
14.	Providing wood work in frames of doors etc.		
15.	Providing and fixing 38mm thick paneled glazed shutters of doors, windows.		
16.	10 cm (thick)mud phaska of clamped brick arch and covered with flat title bricks		
17.	12 mm cement plaster 1:6 or any other mix		
18.	White washing with lime of new work		
19.	Applying 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 be included.

(Form No 4: Page 1 of 5)

AGREEMENT

(TO BE EXECUTED AT THE TIME OF DRAWING ADVANCE IN ACCORDANCE WITH MASTER CIRCULAR DMRC EMPLOYEES OWN YOUR HOUSE ADVANCE RULES)

AN AGREEMENT MADE ON THIS _____ day of 20 _____ between _____, S/o/D/o/ Sh. _____, at Delhi, hereinafter called “the Borrower”, which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, legal representatives and administrators) of the ONE PART

AND

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the Managing Director, Delhi Metro Rail Corporation Limited, New Delhi, here in after 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.

(Each page of this Agreement shall be signed by the Borrower and the Management)

This Agreement is in accordance with “MASTER CIRCULAR DMRC EMPLOYEES OWN YOUR HOUSE ADVANCE RULES” as amended from time to time, hereinafter called “the Rules”.

The Rules detail a scheme, object whereof is to provide as a measure of welfare, assistance to the employees of Delhi Metro Rail Corporation Limited, hereinafter called “DMRC”, to own their own house or flat, preferably near to the work-site and/or near to a metro station.

WHEREAS the Borrower desires to do any one of the following:

- (i) Construct a new house including the acquisition of plot of land for the purpose of such construction.
- (ii) Purchase a ready-built house or ownership flat (which has not been lived in since its construction), 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 that the sale is not on hire purchase basis and further provided that the employee gets a clear title to the house/flat and has the right to mortgage it.

- (iii) Purchase a ready-built house or ownership flat (which has not been lived in since its construction), under self financing housing scheme implemented by a Government, semi-Government institution or an autonomous agency like Improvement Trust, Housing Board, and Development Authority etc..

Provided that 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.

- (iv) Purchase a flat in a construction-linked project of a duly registered builder having undisputable ownership of land and who has obtained all approvals for developing the township/group housing etc.
- (v) Purchase a ready-built house or ownership flat, other than those at (i)-(iv) above at the discretion of the competent authority and on proper valuation of the property by registered valuers (for which valuation fees shall be paid by the employee).

Provided that the house/flat is in good condition and constructed by agencies as defined in (i)-(iv) above and further provided that a certificate is to be furnished from the structural Engineer to the effect that the building is structurally safe and the life of the building is not less than 20 years from the date of the certificate.

Sanctioning of an advance under (v) shall be preceded by ascertaining the following facts:

- (a) The title of the land/house/flat should be valid.
- (b) The number and date of the building plan issued by the Municipal or other competent authority, by reference to the original plan.
- (c) 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.

- (d) The tax bill and receipt issued by the Municipal or other competent authority. Information from the neighborhood or any other sources, if necessary.
- (vi) Enlarge the existing house owned by the Borrower.
- (vii) Repay the outstanding amount of a Housing Advance and interest thereon due to be paid to his former employer being the Government or PSU, by an employee of DMRC at the time of his permanent absorption in DMRC. In such cases, the outstanding principal and interest will be separately transferred on the principle of deemed continuity of service of the employee in DMRC.

WHEREAS such house or flat described in the Schedule annexed hereto shall hereinafter be called "the Said Property".

WHEREAS the Borrower has, under the provisions of the Rules, applied to the Management for an advance of Rs. _____ (Rs. _____ only) for one of the purposes in (i)-(vii) above and the Management has sanctioned an advance of Rs. (Rs. _____ only) to the Borrower vide office order no HR _____ of dated _____ a copy whereof is annexed hereto as Annexure 1 to this Agreement for the purpose aforesaid on the terms and conditions set forth therein.

WHEREAS the mode of payment of advance shall be strictly governed by clause 10 of the Rules, which is non-derogable.

WHEREAS 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 the building erected and/or to be erected thereon.

WHEREAS the Borrower shall duly observe all the terms and conditions of the Rules and orders that may be issued from time to time by the Management regulating the grant of house building advance.

It is hereby agreed by and between the parties as follows:

- (1) That in pursuance of the Rules and in consideration of the sum of Rs. _____ (Rs. _____ only) (the First Installment) 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 Rules, the Borrower and the Management hereby agree that:

From the date of the receipt of the First Installment, within such period of time as has been mandated by the Rules, the Borrower shall expend the First Installment in the purchase of the Said Property and complete the acquisition/redemption, as the case may be, of the said property and mortgage it to the Management.

Any failure on the part of the Borrower shall render him liable to refund forthwith the First Installment together with interest as per the Rules, to the Management, unless an extension of time is granted by the Management vide an office order.

- (2) That if the actual amount paid by the Borrower for the purchase of the said property is less than the amount received under this Agreement, then, the Borrower shall be liable to repay forthwith the difference to the Management.
- (3) To execute a mortgage deed whereby the Said Property shall be mortgaged to the Management as security for the amount advanced to the Borrower under this Agreement also for the interest payable for the said amount in the form provided by the Rules.

- (4) That in pursuance of the Rules and in consideration of the sum of Rs. _____(Rs. _____only) (the First Installment) 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 Rules, the Borrower and the Management hereby agree that:
From the date of the receipt of the First Installment, within such period of time as has been mandated by the Rules, the Borrower shall expend the First Installment in the purchase of the Said Property and complete the acquisition/redemption, as the case may be, of the said property and mortgage it to the Management.
Any failure on the part of the Borrower shall render him liable to refund forthwith the First Installment together with interest as per the Rules, to the Management, unless an extension of time is granted by the Management vide an office order.
- (5) That if the actual amount paid by the Borrower for the purchase of the said property is less than the amount received under this Agreement, then, the Borrower shall be liable to repay forthwith the difference to the Management.
- (6) To execute a mortgage deed whereby the Said Property shall be mortgaged to the Management as security for the amount advanced to the Borrower under this Agreement also for the interest payable for the said amount in the form provided by the Rules.

AND IT IS HEREBY AGREED AND DECLARED THAT if the Said Property is not purchased, Redeemed and mortgaged within three months of the disbursement of the advance or if the Borrower becomes insolvent or quits the service of DMRC or dies, the whole amount of advance together with the interest accruing there on shall immediately become due and payable to the Management. Without prejudice to any other right and/or remedy of the Management, 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.

The Borrower's liability to repay the advance, together with the interest does not extinguish till the time the advance together with the interest thereon is not paid in full, in terms of Clause 16 of the Rules and such repayment is acknowledged in writing by the Management. All words and expressions used in this Agreement and defined in the Rules, shall have the meanings respectively assigned to them in the Rules.

IN WITNESS WHEREOF, THE BORROWER has hereunto set his hand and the Management has caused _____for and on behalf of the Management to set his hand on the day, month and year mentioned above.

Signed by the Borrower: _____

Name :.....

DesignationEmp.No.....

In the presence of

1stWitness_____ Address_____

2ndWitness_____ Address_____

Signed by Shri/ Mrs Designation... of DMRC for and on behalf of the Management (Not to be filled in by the employee himself).

In the presence of

Witness.....

Address... ..

UNDERTAKING TO MORTGAGE

Pursuant to the Agreement dated_, hereinafter called “the Agreement”, in accordance with “MASTER CIRCULAR DMRC EMPLOYEES OWN YOUR HOUSE ADVANCE RULES” as amended from time to time, hereinafter called “the Rules”, in respect of such house or flat described in the Schedule annexed thereto, hereinafter called “the Said Property”, I:

1. Declare that there are no subsisting encumbrances or charges of any nature whatsoever, in respect of the Said Property, and that, till the time my liability to repay all the monies due or to become due from me to DMRC does not extinguish, in terms of Clause 15 of the Rules and such repayment is acknowledged in writing by the Management, the title of the Said Property shall vest in me and I shall be the sole and exclusive owner thereof.
2. Undertake that within 14 days of allotment under the Agreement, I shall execute a mortgage deed with Delhi Metro Rail Corporation Limited, hereinafter called “DMRC”, in terms of Form No. 8 or Form No, whichever is applicable, to secure the repayment of all the monies due or to become due from me to DMRC.
3. Undertake that till the time my liability to repay all the monies due or to become due from me to DMRC does not extinguish, in terms of Clause 16 of the Rules and such repayment is acknowledged in writing by the Management, I shall not create any third party right/rights whatsoever, or other mortgage or other charge or other encumbrance, inclusive of sale, exchange, lease or otherwise deal with or dispose of the Said Property.

Dated at.....this.....day of.....20

Borrower

Name _____ Desig _____ Emp No _____

In the presence of

1st Witness _____ Address _____

2nd Witness _____ Address _____

(Form No 7: Page 1 of 4)

SURETY BOND (To be filled in Surety of Applicant)

(TO BE EXECUTED AT THE TIME OF DRAWING ADVANCE IN ACCORDANCE WITH MASTER CIRCULAR ON DMRC EMPLOYEES OWN YOUR HOUSE ADVANCE RULES)

Know ALLMEN BY THESE PRESENTS that I, _____ (Surety) resident of _____ in the District of _____ presently residing at _____ (hereinafter called “the Surety”) are held and firmly bound unto Delhi Metro Rail Corporation Limited (hereinafter called the “Corporation”)

Name of Emp

Sign of Surety

Sign of Witnesses

(Form No 7: Page 2 of 4)

which successors in office and assigns in the sum of Rs. _____
(Rs. _____ only) to be paid to the Corporation FOR WHICH
PAYMENT to be well and truly made I hereby bind myself, my heirs, executors, administrators
and representatives firmly by these presents.

As witness my hand this ___(Date) day of __ (Month) Two thousand

(To be filled at the time of issuance of office order)

WHEREAS Shri _____(Borrower)S/o Sh _____presently
employed as a permanent employee in Delhi Metro Rail Corporation whose Emp No is _____
(hereinafter called "the Borrower").

WHEREAS in terms of Clause 11.2 of DMRC Employees Own Your House Advance Rules, 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 Borrower.

WHEREAS in terms of Clause 11.3 of DMRC Employees Own Your House Advance Rules, 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 Forms - 5 for the total amount including the enhanced amount of
House Building Advance, as the case may be, have been executed by the Borrower.

WHEREAS in terms of Clause 11.5 of DMRC Employees Own Your House Advance Rules, 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 Borrower.

WHEREAS Rule 10.2 of DMRC Employees Own Your House Advance Rules requires that a
surety bond in Form 7 shall be furnished by the Borrower from the Surety – a regular employee
of Corporation who has completed at least 3 years of service (including service in the Central or a
State Government Department or a Public Sector Undertaking or a Government institution) and
who is of a status equal to or higher than that of the Borrower, before the sanctioned advance or
any part thereof is disbursed.

WHEREAS in terms of Rule 10.2 of DMRC Employees Own Your House Advance Rules, the
liability of the Surety will continue till the ready-built house/flat/plot of land/enlargement of
existing house is mortgaged and original title deeds of property is received to Corporation or till
the advance together with the interest due thereon is completely repaid, whichever event happens
earlier.

WHEREAS in terms of Rule 10.2 of DMRC Employees Own Your House Advance Rules, if the
Surety resigns or his services are terminated or any other event of this nature takes place, the
Borrower shall provide a substitute surety.

(Form No 7: Page 3 of 4)

WHEREAS in terms of Rule 10.2 of DMRC Employees Own Your House Advance Rules, the Surety cannot stand surety for more than two cases of Housing Advance.

WHEREAS in such cases of default, as detailed in Clause 16.4 of DMRC Employees Own Your House Advance Rules, if the amount realized by the sale of the property is not sufficient to cover the amount outstanding as balance due to Corporation, Corporation shall be entitled to proceed against the Surety for the recovery of the amount, which falls short, to make good the difference.

AND WHEREAS the Corporation sanctioned the payment of Rs. _____ (Rs. _____ only) under the rules framed by the Corporation to regulate the grant of advance to DMRC employees for the purchase of ready-built house/flat/plot of land/enlargement of existing house.

AND WHEREAS in consideration of the Corporation having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said Office, duly and regularly pay or cause to be paid to the Corporation the amount of aforesaid advance owing to the Corporation by installments until the said sum of Rs. _____ (Rs. _____ only) shall be duly paid to the Corporation, then this bond shall be terminated, otherwise the same shall be and remain in full force and virtue BUT SO NEVERTHELESS that if the borrower shall die or become insolvent or at any time cease to be in the service of the Corporation, the whole or so much of the said principal sum of Rs. _____ (Rs. _____ only) together with the interest, as shall then remain unpaid shall immediately become due and payable to the Corporation and recoverable from the Sureties in one installment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Corporation to the said Borrower.

The stamp duty in respect of these presents shall be borne and paid by the borrower.

Signed and delivered by the said _____ at Delhi.

Sign. of surety Name:

Desig:

Emp. No:

Address:

Mobile No:

Surety given: 1sttime: ___/2nd time: ___ (Tick whichever is applicable)

Sign of Emp

Sign of Surety

Sign of Witnesses

(An employee can give a maximum of two sureties only. and should keep a record of the same)

Sign of Surety with Name and Emp No -----

In the presence of

1st witness Address Occupation
DMRC Emp No

2nd Witness Address Occupation
DMRC Emp No

(For office use only & not to be filled in by the employee)

Signed by Shri. _____ of DMRC for and on behalf of the Managing Director.

In the presence of 1st Witness
Address Occupation
DMRC Emp No

2nd Witness Address Occupation
DMRC Emp No

Sign of Emp

Sign of Surety

Sign of Witnesses

Encl: Current Salary Slips of Borrower, Both Sureties duly self attested AND photocopies of I - Cards of both sureties.

(Form 8 1/5)

MORTGAGE DEED

(TO BE EXECUTED WHEN THE PROPERTY IS FREEHOLD)

Pursuant to the Agreement dated _____, hereinafter called “the Agreement”, in accordance with “MASTER CIRCULAR DMRC EMPLOYEES OWN YOUR HOUSE ADVANCE RULES” as amended from time to time, hereinafter called “the Rules”, in respect of such house or flat described in the Schedule annexed thereto, hereinafter called “the Said Property”.

THIS INDENTURE IS MADE ON THIS day of 20 between Sh _____ S/D/o Sh. _____, hereinafter called “the Mortgagor”, which expression shall, unless excluded by or repugnant to the subject or context, include his/her heirs, executors, legal representatives and administrators of the FIRST PART and Delhi Metro Rail Corporation Limited, hereinafter called “the Mortgagee”, which expression shall, unless excluded by or repugnant to the subject or context, include its successors in office and assigns) of the SECOND PART.

WHEREAS there are no subsisting encumbrances or charges of any nature whatsoever, in respect of the Said Property.

WHEREAS the Mortgagor is the absolute and sole beneficial owner and is seized and possessed of or otherwise sufficiently entitled to the Said Property.

NOW THIS INDENTURE WITNESSETH as follows:

- (i) The Mortgagor hereby covenants with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the Rules and shall repay the Mortgagee the said advance of Rs. _____ (Rs. _____ only) from the pay of the Mortgagor, commencing from the month of ____ 20 , or from the month following the completion of the Said Property, whichever is earlier, and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such installments and the Mortgagor shall after paying the full amount of the advance also pay interest due there on inmonthly installments in the manner and on the terms specified in the Rules. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he is due to retire from service, failing which the Mortgagee shall be entitled to enforce the security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the Said Property or in such other manner as may be permissible under the law. It will however be open to the Mortgagor to repay the amount in a shorter period.
- (ii) If the Mortgagor shall utilize the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he dies before the repayment of the advance in full, or if the Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the Rules and on his part to be observed and performed, then and in any such case, the whole of the principal amount of the advance or so much thereof as shall then remain unpaid and due shall become payable forthwith to the Mortgagee with interest thereon at _____ per annum calculated from the date of the payment by the Mortgagor of the first installment of the said advance.

Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Rules of Service applicable to the Mortgagor.

- (iii) In further pursuance of the Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of this deed, hereinafter called "this Deed", the Mortgagor hereby grants, conveys, transfers, assigns and assures unto the Mortgagee ALL AND SINGULAR the Said Property together with buildings erected or to be erected by the Mortgagor on the Said Property or materials for the time being thereon with all rights, easements and appurtenances to the Said Property with their appurtenances including all erections and buildings erected and built or to be erected and built here after on the Said Property or materials for the time being thereon unto and to the use of the Mortgagee absolutely forever, free from all encumbrances SUBJECT NEVERTHELESS to the provision for redemption hereinafter contained.
- (iv) It is hereby agreed and declared by and between the parties that if the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest thereby secured in the manner herein provided and also any further additional advance determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor, recover, retransfer and reassure the Said Property unto and to the use of the Mortgagor or as he may direct within eighteen months from _____ 20 , unless an extension of time is allowed in writing by the Mortgagee. In case of default, the Mortgagor shall be liable to repay forthwith the entire amount of advance as has been utilized for the purpose for ___

AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the Mortgagor of the covenants on his part herein contained or if the Mortgagor becomes insolvent or ceases to be in service for any reason other than normal retirement/superannuation or if he dies before all the dues payable to the Mortgagee under this Deed together with interest thereon have been fully paid off or if the said advance or any part thereof becomes payable forthwith under this Deed or otherwise, then and in any such case it shall be lawful for the Mortgagee to sell the Said Property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipts of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from and it is hereby declared that the Mortgagee shall hold the monies to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place there out to pay all the expenses incurred on such sale and then to pay monies in or towards the satisfaction of the monies for the time being owing on the security of this Deed and the balance if any to be paid to the Mortgagor.

The MORTGAGOR hereby covenants with the MORTGAGEE as follows:

- a) That the Mortgagor now has in him good right and lawful authority to grant, convey, transfer, assign and assure the Said Property unto and to the use of the Mortgagor in the manner aforesaid.
- b) That the Mortgagor shall carry out the construction of the Said Property/additions to living accommodation in the aforesaid, exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure there from is permitted by the Mortgagee. The Mortgagor shall certify, when applying for installments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the Said Property. He will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he will be liable to pay to the Mortgagee forthwith the entire advance received by him together with interest thereon at percent per annum and further will also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the Mortgagor.
- c) That the Mortgagor shall insure the Said Property within 1 month of the completion of the construction or purchase of the Said Property, as the case may be, at his own cost, with an Insurance Corporation for a sum of not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the Mortgagor to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the Mortgagee to insure the Said Property at the cost of the Mortgagor and add the amount of the premium to the outstanding amount of the advance and the Mortgagor shall thereon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at _____ till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of this Deed. The Mortgagor shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the Said Property is insured with a view to enable the Mortgagee to notify to the Insurer the fact the Mortgagee is interested in the Insurance Policy secured.

That the Mortgagor shall maintain the Said Property in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Said Property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(Form 8, 5/5)

- (v) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the Said Property to ensure that it is maintained in good repair until the advance has been repaid in full.
- (vi) The Mortgagor shall not, during the continuance of this Deed, charge, encumber, alienate or otherwise dispose of the Said Property.
- (vii) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement to enforce the security of the Mortgagee at any time thereafter and recover the balance of the advance due together with interest and cost of recovery by sale of the flat etc. or in such other manner as may be permissible under the law.

In Witness whereof the Mortgagor has hereunto set his hand and the MD/DMRC has caused Shri/Smt _____ in the office of _____ for and on his behalf to set his hand hereunto the day and year first above written.

Signed by the said Mortgagor: -----

Name _____ Design. _____ Emp.no. _____

In the presence of

1st Witness

Address _____ Occupation _____

2nd Witness

Address _____ Occupation _____

Signed by Shri/Mrs. _____, Designation _____ of DMRC for and on behalf of the Managing Director DMRC. (Not to be filled in by the employee himself)

In the presence of

1st Witness _____ Address _____ Occupation _____

2nd Witness _____ Address _____ Occupation _____

(Form 9, 1/5)

MORTGAGE DEED

(TO BE EXECUTED WHEN THE PROPERTY IS LEASEHOLD)

Pursuant to the Agreement dated _____, hereinafter called “the Agreement”, in accordance with “MASTER CIRCULAR DMRC EMPLOYEES OWN YOUR HOUSE ADVANCE RULES” as amended from time to time, hereinafter called “the Rules”, in respect of such house or flat described in the Schedule annexed thereto, hereinafter called “the Said Property”,

THIS INDENTURE IS MADE ON THIS day _____ of _____ 20____ between Sh _____ S/o _____ hereinafter called “the Mortgagor”, which expression shall, unless excluded by or repugnant to the subject or context, include his/her heirs, executors, legal representatives and administrators of the FIRST PART and Delhi Metro Rail Corporation Limited, hereinafter called “the Mortgagee”, which expression shall, unless excluded by or repugnant to the subject or context, include its successors in office and assigns) of the 2nd PART

WHEREAS by a lease deed dated _____ hereinafter called “the said Lease”, and made between _____ hereinafter called “the Lessor” and the Mortgagor, the Lessor demised the Said Property to the Mortgagor for a term of ___ years on a yearly/monthly rent of Rs. _____ and subject to the performance and observance of the covenants and conditions therein mentioned.

NOW THIS INDENTURE WITNESSETH as follows:

1. The Mortgagor hereby covenants with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the Rules and shall repay the Mortgagee the said advance of Rs. _____ (Rs. _____ only (in words)) from the pay of the Mortgagor, commencing from the month of _____ 20____, or from the month following the completion of the Said Property, whichever is earlier, and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such installments and the Mortgagor shall after paying the full amount of the advance also pay interest due there on in monthly installments in the manner and on the terms specified in the Rules.

Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he is due to retire from service, failing which the Mortgagee shall be entitled to enforce the security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the Said Property or in such other manner as may be permissible under the law. It will however be open to the Mortgagor to repay the amount in a shorter period.

2. If the Mortgagor shall utilize the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he dies before the repayment of the advance in full, or if the Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the Rules and on his part to be observed and performed, then and in any such case, the whole of the principal amount of the advance or so much thereof as shall then remain unpaid and due shall become payable forthwith to the Mortgagee with interest thereon at ___ per annum calculated from the date of the payment by the Mortgagor of the first installment of the said advance.
3. Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Rules of Service applicable to the Mortgagor.

- 3 In further pursuance of the Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of this deed, hereinafter called “this Deed”, the Mortgagor hereby grants, conveys, transfers, assigns and assures unto the Mortgagee ALL AND SINGULAR the Said Property together with buildings erected or to be erected by the Mortgagor on the Said Property or materials for the time being thereon with all rights, easements and appurtenances to the Said Property with their appurtenances including all erections and buildings erected and built or to be erected and built here after on the Said Property or materials for the time being there on unto and to the use of the Mortgagee absolutely forever, free from all encumbrances SUBJECT NEVERTHELESS to the provision for redemption hereinafter contained.
- 4 It is hereby agreed and declared by and between the parties that if the Mortgagor shall duly pay to the Mortgagee said principal sum and interest hereby secured in the manner herein provided and also any further additional advance determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the Rules, then the Mortgagee will at any time there after upon the request and at the cost of the Mortgagor, recover, retransfer and reassure the Said Property unto and to the use of the Mortgagor or as he may direct within eighteen months from 20 unless extension of time is allowed in writing by the Mortgagee. In case of default, the Mortgagor shall be liable to repay forthwith the entire amount of advance as has been utilized for the purpose for
- 5 AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the Mortgagor of the covenants on his/her part here in contained or if the Mortgagor becomes insolvent or ceases to be in service for any reason other than normal retirement/superannuation or if he dies before all the dues payable to the Mortgagee under this Deed together with interest there on have been fully paid off or if the said advance or any part there of becomes payable forthwith under this Deed or other wise ,then and in any such case it shall be lawful for the Mortgagee to sell the Said Property or any part here of either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipts of the Mortgagee for the purchase money of the premises sold or any part there of shall effectually discharge the purchaser or purchasers there from and it is hereby declared that the Mortgagee shall hold the monies to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay monies in or towards the satisfaction of the monies for the time being owing on the security of this Deed and the balance if any to be paid to the Mortgagor

The MORTGAGOR hereby covenants with the MORTGAGEE as follows:

- a) That the Mortgagor now has in him good right and lawful authority to grant, convey, transfer, assign and assure the Said Property unto and to the use of the Mortgagor in the manner aforesaid.

- b) That the Mortgagor shall carry out the construction of the Said Property/additions to living accommodation in the aforesaid, exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure there from is permitted by the Mortgagee. The Mortgagor shall certify, when applying for installments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the Said Property. He will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he will be liable to pay to the Mortgagee forthwith the entire advance received by him together with interest thereon at percent per annum and further will also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the Mortgagor.
- c) That the Mortgagor shall insure the Said Property within 1 month of the completion of the construction or purchase of the Said Property, as the case may be, at his own cost, with an Insurance Corporation for a sum of not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee.
- d) The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the Mortgagor to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the Mortgagee to insure the Said Property at the cost of the Mortgagor and add the amount of the premium to the outstanding amount of the advance and the Mortgagor shall thereon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance attill the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of this Deed The Mortgagor shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the Said Property is insured with a View to enable the Mortgagee to notify to the Insurer the fact the Mortgagee is interested in the Insurance Policy secured.
- e) That the Mortgagor shall maintain the Said Property in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Said Property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certified to the above effect.
- f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the Said Property to ensure that it is maintained in good repair until the advance has been repaid in full.
- g) That the said Lease is now a valid and subsisting lease in respect of the Said Property and is in no way void or voidable. The rents, the covenants and conditions in and by the said Lease reserved have been paid, performed and observed up to the date of this Deed and that the same is assignable in the manner hereinbefore stated.

- h) That the Mortgagor will, so long as any money shall remain owing on security of the Said Property hereinbefore expressed to be hereby assigned and, in any case for the period of the said Lease, duly observe all the covenants and the conditions contained in the said Lease and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non- payment of the said rent or the breach, non-performance, non-observance of the said covenants and conditions or any of them.
- h) The Mortgagor shall not, during the continuance of this Deed, charge, encumber, alienate or otherwise dispose of the Said Property.
- j) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement to enforce the security of the Mortgagee at any time thereafter and recover the balance of the advance due together with interest and cost of recovery by sale of the flat etc. or in such other manner as may be permissible under the law.

In Witness whereof the Mortgagor has hereunto set his hand and the MD/DMRC has caused Shri/Smt _____ in the office of _____ for and on his behalf to set his hand hereunto the day and year first above written.

Signed by the said Mortgagor: -----

Name _____ Design. _____ Emp.no. _____

In the presence of:

1stWitness: _____

Address _____ Occupation _____

2ndWitness _____

Address _____ Occupation _____

Signed by Shri/Mrs. _____, Designation ___ of DMRC for and on behalf of the Managing Director DMRC. (Not to be filled in by the employee himself)

In the presence of

1stWitness _____ Address _____ Occupation _____

2ndWitness _____ Address _____ Occupation _____

FORM NO.10

Form of letter for intimating the Insurance Corporation of the Corporation's interest in the Insurance Policies of houses/flats constructed/purchased with the House Building Advance granted under the Rules From _____ to _____ (Through the Managing Director/DMRC)

Dear Sir,

I am to inform you that Delhi Metro Rail Corporation Ltd. is interested in House Insurance Policy No.____. Kindly insert a clause to the following effect in the Policy:

Form of clauses to be inserted in the Insurance Policy:

1. It is hereby declared and agreed that Sh. _____(the owner of Building having Municipal No. (hereinafter referred to as the insured in the schedule to this policy) has mortgaged to Delhi Metro Rail Corporation Ltd. (hereinafter called the Corporation) as security for an advance for the construction of the house and it is further declared and agreed that the Corporation is interested in any moneys which but for this endorsement be payable to the said Sh. _____ in respect of loss or damage to the said house (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the Corporation as long as it is the mortgagee of the house and its receipt shall be full and final discharge to the Corporation in respect of such loss of damage.
2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the Corporation respectively, under or in connection with this policy or any term, provision or condition thereof.

Yours faithfully,

Name: _____

Design: _____ Emp.No. _____

Place Date

Forwarded. The receipt of this letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

Place: Designation

Date

RECONVEYANCE FOR HOUSE BUILDING ADVANCES

THIS DEED OF RECONVEYANCE IS MADE THIS _____ day of _____ 20 _____ between the Managing Director, Delhi Metro Rail Corporation Limited, New Delhi, (hereinafter called the Mortgagee which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the ONE PART and _____ of _____ (hereinafter called the Mortgagor which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of THE OTHER PART.

WHEREAS by an indenture of Mortgage, dated the _____ day of Two thousand _____ Mortgagor of the ONE PART AND MORTGAGE OF THE OTHER PART and registered at _____ in Book _____ Volume for _____ (hereinafter called the PRINCIPAL INDENTURE). The Mortgagor by the said particularly described in the schedule hereunder written to the Mortgagee to secure an advance of Rs. _____ made by the Mortgagee to the Mortgagor.

AND

WHEREAS ALL MONEYS due and owing on the security of the PRINCIPAL INDENTURE having been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute a reconveyance of the Mortgaged premises as is hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant, assign and reconvey unto the Mortgagor, all THAT THE Piece of land situated at _____ and comprised in the said PRINCIPAL INDENTURE and more particularly described in the schedule hereunder written with their rights, easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates right, title, interest, property, claim and demand whatsoever of the Mortgagee into, out of or upon the said premises by virtue of the PRINCIPAL INDENTURE to have and to hold the premises hereinbefore expressed to be hereby granted, assigned and re-conveyed unto and to the use of the Mortgagor, for ever freed and discharged from all moneys intended to be secured by the said PRINCIPAL INDENTURE and from all actions, suits, accounts, claims and demands for, or in respect of, the said moneys or any part thereof, or, for or in respect of, the PRINCIPAL INDENTURE OR of anything relating to the premises AND THE mortgagee hereby covenants with the Mortgagor that Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof, are, is or can be impeached, encumbered or affected in title estate or otherwise however.

IN WITNESS WHEREOF the Mortgagee has caused Shri _____ on his behalf to set his hand the day, month and year first above written.

SCHEDULE ABOVE REFFERRED TO

Signed by Shri _____ for and on behalf of the Mortgagee in the presence of

In the presence of

1st Witness _____

Address _____

Occupation _____

2nd Witness _____

Address _____

Occupation _____

TRIPARTITE AGREEMENT

This agreement is made and executed here at Metro Bhawan, Barakhamba Road, New Delhi-110001 on this -----day of _____20____ between Shri/Smt _____, son /daughter/wife of Shri/Smt _____, DMRC Emp No----- (hereinafter called the "**Borrower**" which term so far as the context admits shall mean and include his/her heirs, executors, successors, administrators and legal representatives of the First Part and

-----, a company registered under the companies act, 1956 having its registered office at ----- through Sh ----- S/o, D/o/ W/o Sh-----, R/o -----, authorized signatory who has been appointed to sign this document vide POA/ Resolution dated -----hereinafter referred to as the "**BUILDER**" (which expression shall unless the context otherwise requires, include its successors and permitted assigns) of the Second part and

M/S Delhi Metro Rail Corporation Ltd, New Delhi, a company incorporated under companies act, 1956 with its Registered Office at Barakhamba Road, Connaught Place, New Delhi hereinafter referred to as the "**DMRC**" (which expression shall unless the context otherwise requires, include its successors and permitted assigns) of the Third Part.

WHEREAS the Borrower has represented that the Builder is of his choice and that he/she has satisfied himself with regard to integrity, capability for quality construction of the Builder and the Builder's ability for timely completion and on time delivery of the Project;
AND WHEREAS, as part of its business activity, builder has developed the project ----- situated at ----- (hereinafter referred to as the "**PROJECT**");

AND WHEREAS the Builder has invited applications for allotment by sale of residential apartments ----- (Address of apartment) in the said project and the Borrower and the Builder have jointly approached DMRC for a Loan of ₹ ----- towards payment of the sale / purchase consideration of the residential apartment in the Project;

AND WHEREAS the Borrower has agreed to secure DMRC with the said residential apartment under finance by way of mortgage of all the rights, title, benefits that would accrue from the said residential apartment till the currency and term of the said loan to be advanced/ advanced. The Builder also agrees and confirms that they shall take note of the said mortgage created by the

Borrower and undertake not to create any third party rights or security interest of any sort whatsoever on the said flat without the prior written consent of DMRC;

AND WHEREAS based on several representations made by the Borrower and the same being acknowledged and consented to by the Builder, the Lender M/S DMRC granted a loan of ₹ ----- (₹----- only) to the Borrower, in terms of the Loan Agreement dated ----- (hereinafter referred to as the "Loan Agreement") duly executed by the Borrower;

AND WHEREAS DMRC based on such requests and representation, shall make disbursement periodically as the stage of construction may warrant as assessed by DMRC which decision being full and final, which factor is hereby confirmed and acknowledged by the Borrower and the Builder herein;

AND WHEREAS DMRC has considered the said request with a clear understanding and an irrevocable undertaking by the Borrower that subsequent to the disbursements as requested by the Borrower, there would be no repayment default for any reason whatsoever including but not limited to any concern/issues by and between the Borrower and the Builder/Developer and that such disbursements shall be in accordance with the stage of construction as assessed by DMRC in its sole discretion;

AND WHEREAS the Borrower has represented, and such representation being a continuing representation, that Borrower's obligation to repay the Loan shall be a distinct and independent obligation more particularly independent of any issues/concern/dispute of whatsoever nature between the Borrower and Builder;

AND WHEREAS one of the conditions for DMRC sanctioning the said Loan to the Borrower was that the understanding as stipulated in the recitals above shall be reduced and recorded in writing with an understanding and intent of making the same irrevocable, binding and enforceable by and between the Borrower and the Builder such time this formality is complied with to the satisfaction of the DMRC and documents in evidence thereof are delivered to DMRC, there will be no disbursement pursuant to the Loan Agreement;

AND WHEREAS in consideration of DMRC agreeing to give loan to the Borrower, all the Parties have agreed as under.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. The foregoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.
2. The housing loan advanced to the borrower by DMRC shall be subject to the borrower's repayment capacity as assessed by DMRC and shall be secured against the first and exclusive mortgage of the residential apartment to be acquired in the Project in favour of DMRC.

3. The housing loan advanced to the borrower by DMRC shall be repayable by the borrower by way of Equated Monthly Instalments (EMI) and is recoverable w.e.f. the pay of the month following that in which the advance is drawn. Principal amount would be recovered first and thereafter the interest accrued thereon. Balance if any, would be recovered from his/her settlement of dues at the time of superannuation/ retirement. Principal amount @ ₹-----per month would be recovered in ----- equal monthly instalments and thereafter the interest accrued thereon in equal monthly instalment. In the extant case ₹-----per month in ----- equal monthly Instalments would be recovered.
4. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the residential apartment to the Borrower by the Builder, the Borrower shall have the paramount obligation and shall be liable to pay DMRC regularly each month the EMIs / Pre-EMIs as laid down in the Loan Agreement signed by and between DMRC and the Borrower. The Borrower shall execute an indemnity and such other documents as may be required by DMRC in its favour in this regard.
5. That DMRC shall disburse the Loan as the stages of construction of the Project may warrant as assessed by DMRC in its sole discretion and such decision being full and final.
6. That the Borrower shall ensure to pay to the Builder his own contribution in full i.e the cost of the flat minus the loan amount being disbursed by DMRC before availing of the full disbursement of the Loan from DMRC.
7. That DMRC shall at the request of the Borrower disburse the part sale consideration to the Borrower by way of cheque drawn in favour of the Builder. Any balance payment or any payment towards escalation towards the cost of the residential apartment shall be made by the Borrower himself to the Builder.
8. That the builder shall get the property insured against the force majeure events i.e. fire, lightning, riot, and earthquake. In case of eventuality i.e. loss of property, builder shall refund the amount in favour of DMRC.
9. That the Builder shall not hand over the actual and physical possession of the said flat/residential apartment to the Borrower before execution and registration of the said deed and the original registered sale deed shall be submitted to DMRC directly by the Builder to be kept by DMRC towards security for the said loan.
10. That if the Borrower is ceased to be an employee of M/S DMRC Ltd or fails to pay the balance amount representing the difference between the loan sanctioned by DMRC and the actual purchase price of the flat/residential apartment, or in the event of death of the Borrower or in the event of cancellation of the residential apartment for any reason whatsoever the entire amount advanced against the flat will be refunded by the Builder to DMRC forthwith. The Borrower hereby subrogates all its rights for refund with respect to the said residential apartment in favour of DMRC.

11. Further if the Borrower commits a breach of any of the terms and conditions of this Tripartite Agreement it shall be treated as an event of default under the Agreement for Sale / Allotment cum Agreement for sale or any such agreement or document signed by and between the Borrower and the Builder for the sale of the said residential apartment, and in that case the builder shall refund entire amount advanced against the flat to DMRC.

That in the event of occurrence of default under the Loan Agreement which would result in the cancellation of the Allotment as a consequence thereof and/or for any reason whatsoever if the allotment is cancelled, or in the event of the Borrower requesting for the cancellation of the allotment of the Residential Unit in his favour, the consideration received by the Builder shall be refunded to M/S DMRC Ltd.

However it is further agreed between the Parties that such payment made by the Builder directly to DMRC shall not absolve the Borrower from his liability to pay the residual amount, if any, from the outstanding under the Loan Agreement.

That the Borrower agrees that it unconditionally and irrevocable subrogates its right to receive any amount payable by the Builder to the Borrower in the event of cancellation in favour of DMRC and that the act of payment by the Builder to DMRC under this clause shall amount to a valid discharge of the Builder of its obligation to pay the Borrower such cancellation amount.

Further that the parties agree that the Builder shall in no circumstances forfeit any amount over and above the amount equivalent to the Borrowers contribution towards the purchase consideration paid to the Builder. Borrower's contribution for the purposes of this clause shall mean and include the difference between the total cost of the residential apartment and the Loan amount as mentioned above.

12. Further, the Builder, in the in the event of default of repayment as mentioned in clause 2 and 3 hereinabove, shall on intimation by DMRC cancel the allotment of the residential apartment in favour of the borrower and refund all amount to DMRC directly under intimation to the borrower for appropriation and adjustment by DMRC against all money due to it from the Borrower as mentioned above.
13. The Builder also confirms and undertakes that it shall submit to DMRC all documents for the Project as requested by DMRC and shall keep DMRC informed of the progress of the project and shall obtain a clearance from DMRC before handing over possession of the respective apartment to the borrower.

Signed and Delivered by the within-named Borrower

By the hand of Mr./Ms. _____ DMRC Emp No _____ Sign _____

Signed and Delivered by

By the hand of Mr./Ms. _____ Its _____ Sign _____

Signed and delivered by the within-named **FOR** Delhi Metro Rail Corporation Limited

By the hand of Mr./Ms. _____ Emp.No. _____ Sign _____

HBA Record Sheet		File No. (To be Filled by HR Asstt)			
	Name of Employee				
	Designation				
	Emp No				
	Home Town Address				
	Mobile No/ Alternate No (Mention Both)	1-			
		2-			
	Property Details				
	Purchased From				
	Expected Date of Possession				
	If swapping, swapped from				
	Property Insured or Not & Date of Insurance				
	Sanctioned Amount & Rate of Interest	₹	Up To	> ₹	
			₹	12,00,001/-	> ₹
			12,00,000/	< ₹	15,00,001/-
			-	15,00,000/-	< ₹
			5%	7.5%	
				9%	
	Office Order No and Date of Order				
	Name of First Surety & Emp No				
	Home Town Address of First Surety				
	Name of Second Surety & Emp No				
	Home Town Address of Second Surety				
	File Location	Xerox Papers	Original Papers		
	Original Documents Submitted	See back side of this Sheet (Annexure-A)			

	Sr. No	Date of Release	Amount Released
Payments Released	1.		₹
	2.		₹
	3.		₹
	4.		₹
	5.		₹
(Remarks, if any)			

Original Documents of property submitted by the employee:

Sr No	Original Property Papers	Received (Y/N)	Sign (HR Asstt.)	Remarks
1	Original Insurance Papers in Favour of DMRC, New Delhi covering risk of fire, flood, lightening and earthquake etc of the house/ flat to the extent of loan granted or more.			
2	Original Builder Buyer Agreement and Original Allotment Letter/ Welcome Letter.			
3	Original possession letter.			
4	Original Sale Deed/ Lease Deed (Whichever is applicable)			
5	Original Conveyance Deed.			
6	Original Permission to Mortgage the flat in favour of DMRC issued by the builder.			
7	Original Demand Letters issued by the builder.			
8	Original Receipts (All) of the payment made to the builder.			
9	Original Fore Closure Letter, in case loan swapped to DMRC HBA.			
10	Original Registry Papers, if the property is acquired/ possession is done.			

Any Other Documents

Sign of Emp

HR Asstt (Emp.No._____))

Countersigned By

This bond is an integral part of an undertaking submitted to Delhi Metro Rail Corporation; New Delhi wherein I have undertook to submit the property papers within one month of the receiving of HBA amount.

UNDERTAKING

(Certificate No -----)

I,-----, Designation -----, Emp No -----do hereby submit that I shall deposit the following documents within one month of the receipt of full HBA amount. The details of the documents are as under –

Sr No	Original Property Papers	Remarks*
1	Original Insurance Papers in Favour of DMRC, New Delhi covering risk of fire, flood, lightening and earthquake etc of the house/ flat to the extent of loan granted or more.	
2	Original Builder Buyer Agreement and Original Allotment Letter/ Welcome Letter.	
3	Original possession letter.	
4	Original Sale Deed/ Lease Deed (Whichever is applicable)	
5	Original Conveyance Deed.	
6	Original Permission to Mortgage the flat in favour of DMRC issued by the builder.	
7	Original Demand Letters issued by the builder.	
8	Original Receipts (All) of the payment made to the builder.	
9	Original Fore Closure Letter, in case loan swapped to DMRC HBA.	
10	Original Registry Papers, if the property is acquired/ possession is done.	
11	Tripartite Agreement (on Non Judicial Stamp Paper of ₹100/- duly signed by employee and builder in triplicate) as per enclosed format.	

***Sign in the column against the mentioned documents.**

Name-----

Date-----

Emp No -----

Place-----

Designation-----

Delhi Metro Rail Corporation,
Barakhamba Road,
Fire Brigade Lane,
New Delhi.

Sub: - Permission to Mortgage the flat in favour of Delhi Metro Rail Corp, New Delhi.

Ref: - Full address of the property to be mortgaged.

Dear Sir,

We confirm that we have a valid, clear and marketable **lease hold/freehold title** relating to lands covered by -----dated----- duly registered at the office of sub registrar and after getting the Building Plans sanctioned by the competent authority, we are developing a Housing Complex known as ----- on the said land. The project land is -----hold and free from all encumbrances, lien, charges etc.

We have allotted / agreed to sell -----
constructed on the said land to -----

We further undertake to deposit the original ----- executed and registered at the office of the concerned Sub Registrar in favour of the Borrower/s directly to the Bank/ Employer and also give 30 days prior intimation to the Bank/ Employer relating to execution and registration of the -----

We understand that ------(Name of Borrower/s) has approached you for Home Loan for purchase of the said flat/ apartment against Mortgage.

We have no objection if the flat is mortgaged with the Bank/ Employer of Mr----- against security of repayment of the said loan.

That the builder assures the Bank/ Employer that it will get the flat Buyers' agreement executed within two month from today and deliver the same to the Bank/ Employer.

We confirm that the land and the construction including the flat sought to be sold/ transferred to the Vendee and unencumbered and the Builder shall not mortgage the Flat/ Apartment in future without your written consent. In case Builder raises project funding from any Bank / Financial Institution in future, the Builder shall give intimation to DMRC in this regard and forthwith provide NOC with respect to all the Flats / Apartments funded by DMRC.

Authorized Signatory

AFFIDAVIT for SOFT LOAN

I, _____ S/W/D/o Sh _____ presently residing at _____ hereby declare and affirm-

1. That I am working as a _____ since _____.
2. That I have provided a SOFT LOAN of ₹ _____/- (₹ ___ lakh only) from my known sources of income to my _____ who is in process of purchasing a dwelling unit jointly with my/him/her _____
3. That he/she shall use the amount provided for the said purpose only.
4. That I will not make any mortgage right for the above-mentioned property in future.
5. That I have no Pan Card in my name.

Place: Delhi

Date:

DEPONENT

VERIFICATION

Verified on _____ at Delhi that the contents of the above affidavit are true and correct to the best of my knowledge and nothing has been concealed/ suppressed therein.

DEPONENT

**Undertaking for submission of Original Title Deeds & Insurance paper on
time**

I/We Sh _____ S/D/W/o Sh. _____ age _____ years
residents of _____ and Sh/Smt _____
husband/wife of Smt/Sh _____ do hereby solemnly affirm and state that DMRC
has sanctioned me HBA of Rs. _____ on the term and conditions contained in the office
order no _____ dated _____ and accordingly an agreement dated _____
was executed by me (and my wife/husband) with DMRC and I/We will fully agreed to deposited
original title deeds, possession letter and Insurance papers of the property/House with in one month
of possession of property/house situated at _____, or within one month of withdrawal of
final instalment of HBA, whichever is earlier, failing which I/We shall refund the entire amount
of advance forthwith to the Corporation/or I/We shall agreed to pay a flat 2% interest over and
above the normal HBA interest rate on total withdrawn amount from the date of drawal of first
instalment/advance, as penalty.

Name-----

Date-----

Emp No -----

Place-----

Designation-----

REQUEST LETTER FROM EMPLOYEE FOR 2ND MORTGAGE/CHARGE

The General Manager/HR
Delhi Metro Rail Corporation
Metro Bhawan, New Delhi

Dated:

Subject: NOC for 2nd Mortgage/charge.

I have been sanctioned HBA amounting to Rs. _____ vide office order no. _____ dt. _____ I have executed the Mortgage deeds and deposited with Corporation as per terms of the HBA Rules.

M/s _____ whom I had approached for an additional housing loan by creation of second charge have consented (copy attached) to advance loan amounting to Rs. _____ to me

I, now request you to kindly grant me permission (NOC).

Signature _____

Name in full _____

Designation: _____

Emp.No. _____

Contact NO. _____

INTIMATION FORM

DELHI METRO RAIL CORPORATION LTD.

Form for giving **PRIOR INTIMATION** or seeking previous sanction under Rule 16 of the DMRC Conduct, Discipline & Appeal Rules for transaction in respect of **IMMOVABLE PROPERTY**.

1.	Name, Emp. No. and Designation	
2.	Scale of Pay and Present Pay	
3.	Purpose of application – sanction for transaction/prior intimation of transaction	
4.	Whether property is being acquired or disposed of	
5.	Probable date of acquisition/disposal of property	
6.	Mode of acquisition/disposal	
7.	(a) Full details about Size/Area of plot/house & location viz., Municipal no. Street/ Village/ Taluk/ District and state in which situated. (b) Description of the property, in the case of cultivable land, dry or irrigated land (c) Whether freehold or leasehold (d) Whether the applicant's interest in the property is in full or part (in case of partial interest, the extent of such interest must be indicated) (e) In case the transaction is not exclusively in the name of the Government servant, particulars of ownership and share of each member	
8.	Sale/Purchase price of the property (Market value in the case of Gifts)	
9.	All immovable property held before and after joining DMRC in the name of employee, spouse & dependents. (including those under construction for which approval already obtained from DMRC)	
10.	Properties acquired since joining the DMRC.	

11*.	In case of acquisition, source or sources from which proposed to be financed.	Self Savings	
		HBA, if eligible otherwise.	
		2 nd Mortgage	
		Others	1. 2.
12.	In case of disposal of property, was requisite/sanction/intimation obtained/given for its acquisition? (A copy of the sanction/acknowledgement should be attached).		
13.	(a) Name and address of the party with whom transaction is proposed to be made (b) Is the party related to the applicant? If so, state the relationship. (c) Did the applicant have any dealings with the party in his official capacity at any time, or is the applicant likely to have any dealings with him in the near future (d) How was the transaction arranged? (Whether through any statutory body or a private agency through advertisements or through friends and relatives. Full particulars to be given)		
14.	In the case of the acquisition by gifts, whether sanction is also required under Rules 12 of the DMRC Conduct, Discipline & Appeal Rules.		
15.	Any other relevant fact which the applicant may like to mention.		

NOTE:

1. For personal savings, proof to be furnished by way of photo copy of Bank statement/FD/mutual fund etc.
2. For interest free loan from close relatives, similar proof as well as a declaration from such relative on stamp paper of Rs. 10/- along with their financial status is required to be produced.

DECLARATION

I _____ hereby declare that the particulars given above are true. I request that I may be given permission to acquire/dispose of property as described above from/to the party whose name is mentioned in Item No. 13 above. I also declare that this is for the₂ (1st/ 2nd etc), time I have entered into a transaction of immovable property after joining DMRC.

OR

I _____ hereby intimate the proposal acquisition/disposal of property by me as detailed above. I declare that the particulars given above are true.

Sign. _____

Name: _____

Designation _____

Emp. No. _____

Extension no. _____

Mob. No. _____

Email ID. _____

Station/Posting Place: _____

Date: _____

Application for seeking prior intimation of transaction of immovable property as per details mentioned below-

1. Name of Emp : _____
2. Designation and Emp No : _____
3. Property proposed to be purchased : _____
4. Seller Details : _____
5. Date of submission of application : _____

Note: - 1. In the above form, different portions may be used according to requirement.

2. Where previous sanction is asked for, the application should be submitted at least 30 days before the proposed dated of transaction.
3. **Post facto approval will not be considered.**

Check List

1. Current six months bank statement from salary account.
2. Latest salary slip.
3. Agreement paper for sale/purchase.
4. Proof of sources of funds proposed to be utilized.
5. Affidavit on Non-Judicial stamp paper of Rs.10/- (for Soft Loan)

NOTE: Filled-in application duly forwarded by concerned Dy HoD.

*Controlling Officer

Signature:

Name

Designation:

*Dy. HOD

Signature:

Name:

Designation:

*HOD

Signature:

Name:

Designation:

Chapter - H

Vehicle Advance Rules



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DMRC EMPLOYEES ‘OWN YOUR OWN VEHICLE’ **ADVANCE RULES**

These Rules shall be called the DMRC Employees ‘Own Your Own Vehicle’ Advance Rules.

OBJECTIVE

These Rules are intended to regulate the grant of monetary advance for the purchase of different types of vehicles (Only for purchase of new vehicles and no vehicle advance will be sanctioned for purchasing used vehicle Office Order No. PP/1499/2012; dated: 26.06.2012) by the employees of DMRC which they intend to use for travel for official purposes.

1. ELIGIBILITY

- 1.1 Advance for purchase of conveyance will be admissible only to regular confirmed employees of the Corporation, including the deputationists, who are absorbed in the Corporation. The deputationists, temporary, ad hoc or daily rated, re-employed or those engaged on contract on fixed terms are not eligible for the advance.
- 1.2 Employees who have completed 2½ years of regular service & are confirmed in the Corporation and have not less than three years of service before superannuation from the date of application will be entitled for the advance.
- 1.3 Employees on deputation when permanently absorbed in the Corporation shall also be eligible to be granted the amount of advance plus interest outstanding on the date of absorption, out of the advance already received from their parent department, and which they are required to repay at the time of absorption. In such cases, the outstanding principal and accumulated interest will be separately transferred with deemed benefit of continuity of service.
- 1.4 Regular confirmed employees of the Corporation will be eligible for grant of vehicle advance for purchase of Motor Car or Two Wheeler (Motor Bike/Scooter).
(Ref: Office Order No.PP/1987/2015; dated: 22.05.2015)
- 1.5 The contractual employees, subsequent upon regularization, the contractual service @70% shall be counted towards the Vehicle Advance.

(Ref: Office Order No. PP/1782/2014; dated: 03.06.2014)

i) Motor Car Advance

SN	Level	Eligibility of Vehicle Advance	Ceiling Limit
1	Supervisors and below, viz., in grade of Rs.37000-115000 IDA and below.	Rs.1.5 lakh or 25 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.	Upto Rs.4.5 Lakh
2	Sr. Supervisors, viz., in grade of Rs.40000-125000 IDA and above upto Rs. 50000-160000 IDA (Non-Executive)	Rs.3.5 lakh or 25 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.	Upto Rs.6 Lakh
3	Executives, viz., in grade of Rs. 50000-160000 IDA and above.	Rs.5 lakh or 25 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.	Upto Rs.10 Lakh

ii) Motor Cycle/Scooter Advance

SN	Level	Eligibility of Vehicle Advance	Ceiling Limit
1	All grades	Rs.1.5 lakh or 10 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.	Upto Rs.1.5 Lakh

(Ref: Office Order No. PP/2349/2017, dated: 03/04/2017)

Provided it is certified that:

- a) In the opinion of the authority competent to sanction the advance, it will be useful to the service of the Corporation if the employee possesses the conveyance in question for the efficient performance of his official duties; and
- b) the authority competent to sanction the advance is satisfied that the employee has the capacity to repay the advance.

2 PERMISSION TO ACQUIRE MOVABLE PROPERTY

- 2.1. All cases of permission to acquire movable property of non-executives and executives upto the level of AM/Managers will be approved by their respective HoD.
- 2.2. All cases of permission of movable property of Dy. HoDs and HoDs will be approved by concerned Director.

- 2.3 All such applications duly forwarded by concerned HoD/Director will be processed and routed for approval through HR Department.

(Ref: Office Order No. PP/2843/2019, Dated: 27.06.2019)

3. SANCTIONING AUTHORITY

- 3.1 The following will be the sanctioning authorities for sanction of advances for purchase of vehicles subject to availability of funds in the budget.

- a) Director(F) - For Vehicle Advance for Executives.
- b) ED/HR - For Vehicle Advance admissible to non-executive staff working in Project and Corporate office.
- c) GM/O&M/HR - For Vehicle Advance admissible to non-executive staff working in O&M division.

(Ref: Office Order No. PP/2019/2015, dated: 10/07/2015)

4. DISBURSING AUTHORITY

The disbursing authority is the authority which disburses salary to the employees.

5. AMOUNT OF ADVANCE

- 5.1 The maximum amount that will be advanced for purchase of conveyance in each case will be as follows:

As specified in para 1.5, above.

- 5.2 If the ex-show room price of vehicle is less than the amount granted as advance, the difference shall be refunded by the employee to the disbursing authority immediately after the purchase of the vehicle.

Note: The expression 'actual price' means 'Ex-show Room price' and includes sales tax and the cost of such items as spare wheel, tyre and tube or a pillion seat in a scooter on the purchase of which the purchaser has no choice, it does not, however, cover the cost of accessories, like radio in a car, plastic covers etc which are not essential and are purchased by the customer on his own volition. Insurance and registration charges are also not included in the actual price.

6. PROCEDURE FOR SANCTION OF ADVANCE

- 6.1 While purchasing the vehicle, the employee shall be required to apply through ESS for prior Intimation of movable property with complete details of purchases/source of income etc., under Rule-16 of the DMRC conduct, Discipline & Appeal Rules. Any aberration in obtaining prior approval under movable property will attract appropriate penalties as mentioned in D&AR rules. **No Post Facto approval will be entertained.**

Following documents are required to attach while applying for Prior Intimation of Movable Property or any transactions and also applying Vehicle Loan:

SN	MOVABLE PROPERTY
1	Latest Six Months Bank Statement (Mandatory)
2	Source/fund of Transaction (if financed form relative/friends/family, a notarised affidavit and income source of the finance), if applicable
3	Quotation (Mandatory)
4	Loan Paper and EMI Details (if applicable)
5	Other relevant papers (if applicable)

(Ref: Office Order No.-PP/2502/2017; dated: 23.11.2017)

- 6.2 After approval of Prior intimation of movable property through ESS, employee has to apply for Vehicle Loan through ESS only. The advance would be sanctioned by the sanctioning authority after ascertaining the eligibility of the employee and the availability of funds.
- 6.3 The following bonds in non-judicial stamp papers need to executed and submitted to HR Department by the employee after approval for Vehicle Loan along with the signed copy of the printout of the application. Original Quotation is also required to submit with these bonds.
- (i) Mortgage Form (Form CA-4) – Rs. 50/-
 - (ii) Form of Agreement (Form CA-2) – Rs. 50/-
 - (iii) Insurance (Form CA-9) - Rs. 50/-
 - (iv) Surety Bonds – Rs. 100/- (02 nos.)

Surety: Surety is to be taken from regular employee who has completed 3 years of service and has residual of 3 year of service, and also who is of equal status or higher than the applicant.

(Ref: Office Order No. PP/1572/2013, dated: 06.03.2013)

Original Office Order will be sent to disbursing authority for release of the loan amount.

- 6.4 Purchase of vehicle should be completed within thirty days from the date on which the applicant actually draws the advance, failing which the full amount of advance drawn with existent interest thereon will be recoverable from the employee and will have to be refunded to the Corporation immediately. The sanctioning authority may, however, extend the above time limit for a period not exceeding one month on the merits of the case.

Following documents need to be submitted to HR Department immediately after purchase of vehicle:

- (i) Original invoice/cash receipt.
- (ii) Copy of Insurance paper.
- (iii) Copy of Registration Certificate.
- (iv) Proof of hypothecation.

The hypothecation in favour of DMRC is also to be got registered with Regional Transport Authority and an endorsement to that effect be got noted in the RC book of the vehicle so purchased. In case of non submitting of required papers & hypothecation done in favour of DMRC, penal interest @ 10.75% will be charged from the date of disbursal of advance.

- 6.5 Time Limit for Utilization of Advance: Any sanction for advance or its instalment, if not utilized within a period of 4 months from the date of issue of Office Order would automatically lapse.
- 6.6 Original Cash receipt shall be returned to the employees after the advance and interest thereon have been completely recovered and an NOC of this effect would be issued to the employee.
- 6.7 An advance for the purchase of a conveyance shall not be granted to an employee of the Corporation who has already purchased the conveyance and paid for it, unless the conveyance has been purchased within the last three months reckoned from the date the advance is applied for and has been paid for by raising a temporary loan. In such a case, the agreement will have to be executed by the employee.

7. **SECOND /SUBSEQUENT ADVANCE**

SN	Level	Maximum amount of vehicle advance in INR, applicable at 2 nd advance.	Maximum amount of vehicle advance in INR, applicable at 3 rd advance.
1	Supervisors and below, viz., in grade of Rs.37000-115000 IDA and below.	Rs.1.25 lakh or 20 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.	Rs.1 lakh or 15 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.
2	Sr. Supervisors, viz., in grade of Rs.40000-125000 IDA and above upto Rs. 50000-160000 IDA (Non-Executive)	Rs.3 lakh or 20 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.	Rs.2.5 lakh or 15 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.
3	Executives, viz., in grade of Rs. 50000-160000 IDA and above.	Rs.4.5 lakh or 20 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.	Rs.4 lakh or 15 months' Basic pay or actual cost of vehicle whichever is less, subject to financial eligibility.

- 7.1 (a) The second and subsequent advance will be sanctioned only after completion of 5 years from the date of drawl of previous advance and also full and final settlement of previous outstanding principal and interest amount except in exceptional circumstances at the discretion of the sanctioning authority.

- (b) The number of occasions on which the vehicle advance can be granted to an employee shall not exceed more than 3 times during his/her entire service.

(Ref: Office Order No.PP/1996/2015; dated: 15.06.2015)

- 7.2 The restriction of five years will not, however, apply when advance has been allowed earlier for the purchase of lower category of vehicle but subsequently on the employee becoming eligible for higher category vehicle and it is desired to draw an advance for such purpose.

8. INSURANCE

- 8.1 The vehicle purchased with the advance given by the Delhi Metro Rail Corporation Limited should be comprehensively insured within one month from the date of purchase or as soon as it is on the road, whichever is earlier, and the insurance policy should be furnished to the sanctioning authority along with the mortgage deed for verification. The insurance should be renewed from time to time till the full amount of advance, including interest, is liquidated. The amount for which the vehicle is insured should at no time be less than the outstanding balance of the advance plus interest.

- 8.2 The employee should produce renewal policies to the sanctioning authority for verification until the advance is fully liquidated.

9. INTEREST

- 9.1 Rate of interest to be charged on advances sanctioned under these Rules would be 5%.
- 9.2 Recoveries of interest calculated at prescribed rates will be made after principal amount is recovered.
- 9.3 The total amount of interest due from the employees shall be recovered in monthly instalments, the amount of each such instalment being not more than the amount of instalments by which the principal amount is repaid.
- 9.4 It shall be ensured that the advance and the interest is recovered before the date of termination of service of the employee in the Corporation due to retirement or for any other reason.

10. REPAYMENT OF ADVANCE

- 10.1 The advance for purchase of a Motor Car along with interest will be recovered in 96 equal monthly instalments, if it is a first advance and in not more than 50 equal monthly instalments in the case of a second or subsequent advance.
- 10.2 The advance in the case of Motor cycle/scooter along with interest will be recoverable in not more than 60 equal monthly instalments in the case of first advance and in not more than 30 equal monthly instalments in the case of a second or a subsequent advance.
- 10.3 The amount recoverable in each instalment will be in whole rupees, except the last instalment. The instalment once fixed cannot be altered, except with the permission of the sanctioning authority.
- 10.4 Recoveries of advance will commence from the salary for the month following that in which the advance is drawn.

11. SALE OF CONVEYANCE BEFORE COMPLETE REPAYMENT OF ADVANCE

- 11.1 If an employee desires to sell the vehicle before the advance received from the Corporation with interest thereon has been fully repaid, he will do so only after obtaining permission from the sanctioning authority. In such a case, he will repay the balance of the advance and interest outstanding at his credit immediately after carrying out the transaction.
- 11.2 If, however, the employee desires to apply for re-appropriation of sale proceeds towards the purchase of another vehicle, the sanctioning authority may permit the same, provided:
- i) The amount outstanding shall not be permitted to exceed the cost of the new vehicle obtained.
 - ii) The amount outstanding and interest will continue to be repaid at the rate previously fixed.
 - iii) If the amount outstanding is less than the cost of the new vehicle the balance of advance will be repaid forthwith, and
 - iv) The new vehicle is insured comprehensively and mortgaged to the Corporation in the form at Annexure-III A and all other conditions and rules will apply in such cases.

12. INTERPRETATIONS/RELAXTION/DELETION/MODIFICATION

In case of any doubt or dispute regarding interpretation of these rules, the decision of Managing Director shall be final. He may also have the powers to relax, delete/modify/revise, etc of any of the items of the provisions of these rules, found necessary in future, for reasons to be recorded in writing.

FORM CA – 1APPLICATION FOR INTEREST BEARING ADVANCE FOR PURCHASE OF MOTER
CAR/MOTER CYCLE/SCOOTER (See Rule 4.1)

Name of the applicant.....

Emp.No.....

- 1 Designation and scale of pay
 - 2 Pay
 - 3 Project / office and section to which attached
 - 4 Type of vehicle for which advance is required
 - 5 Anticipated cost of the vehicle
 - 6 Amount of advance required
 - 7 Date of appointment
 - 8 Date of superannuation
 - 9 No. of instalments in which the advance is desired to be repaid
 - 10 Whether advance for the purchase of any conveyance was Obtained previously if so, indicate:
 - (a) Date of drawl of advance
 - (b) Whether the amount of advance and/or interest thereon is still outstanding. give details
 - 11 Whether the intention is to purchase :
 - (a) A new or an old motor car / motor cycle / scooter / moped / bicycle
 - (b) If the intention is to purchase a motor car/ motor cycle scooter/moped/ bicycle though a person other than a regular reputed dealer or agent. Whether previous sanction of the competent authority has been obtained.
- 12.Do you possess a vehicle? If Yes, indicate
- a) Type of vehicle
 - b) Date of purchase

13. a) Certified that the information given above is complete and true.
- b) Certified that I have not taken delivery of the motor car/motor cycle/scooter/moped / bicycle on account of which I apply for the advance, that I shall complete negotiations for the purchase and pay finally and take possession of the motor car/motor cycle/scooter/moped/bicycle before the expiry of one month from the date of drawal of the advance and that the vehicle shall be insured from the date of taking delivery of it.
- c) Certificate that I have read the rules and will abide by them.

Signature of applicant

No. _____
Dated _____

Eligibility of the employee for advance and availability of funds may kindly be indicated.

(Signature of the immediate superior officer)
Designation:

DGM

GM

FOR USE IN ACCOUNTS SECTION

No. _____
Dated _____

Verified, The applicant is/is not eligible for advance of RS. _____ for purchase. Funds are/are not available.

(Signature of the certifying officer
from Accounts Department)
Designation

Essentially Certificate and remarks of the sanctioning authority.(To be signed by an officer not below the scale of Rs. _____ (CDA) or its equivalent.

No. _____
Dated _____

Certificate that the purchase of motor car/motor/motor cycle/scooter/moped/bicycle by the applicant is/is not necessary for efficient discharge of his duties.

Signature & Designation of
the controlling Officer

ADVANCE of Rs. _____ (Rupees _____ only) for purchase of _____ is /is not sanctioned.

(Signature of the sanctioning authority)
Designation
Dated :

(FOR USE IN PERSONNEL WING)

Sanction issued vide No. _____ Dated _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS that I, (Surety)
resident of in the District
of....., presently residing at, (hereinafter called
"the Surety") are held and firmly bound unto Delhi Metro Rail Corporation Limited (hereinafter called the
"Corporation"

Sign of Emp

Sign of Surety

Sign of Witnesses

which successors in office and assigns in the sum of ₹..... (₹
.....**only**) to be paid to the Corporation FOR WHICH PAYMENT to be well and truly made I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents.

As witness my hand this (Date) day of (Month) Two thousand ----- *(To be filled at the time of issuance of office order)*

WHEREAS Shri **(Borrower)** S/o Sh
presently employed as a permanent employee in Delhi Metro Rail Corporation whose Emp No is-----
-----` (hereinafter called "the Borrower").

AND WHEREAS the Corporation sanctioned the payment of ₹..... (₹
..... **only**) under the rules framed by the Corporation to regulate the (hereinafter referred to as the "said Rules").

AND WHEREAS in consideration of the Corporation having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said Office, duly and regularly pay or cause to be paid to the Corporation the amount of aforesaid advance owing to the Corporation by installments until the said sum of ₹..... (₹
..... **only**) shall be / duly paid to the Corporation, then this bond shall be void, otherwise the same shall be and remain in full force and virtue but so nevertheless that if the borrower shall die or become insolvent or at any time cease to be in the service of the Corporation, the whole or so much of the said principal sum of ₹.....(₹.....
..... **only**) together with the interest, as shall then remain unpaid shall immediately become due and payable to the Corporation and recoverable from the Sureties in one installment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Corporation to the said Borrower.

The stamp duty in respect of these presents shall be borne and paid by the borrower. Signed and delivered by the said.....andat Delhi

Sign. of surety
Name:
Desig:
Emp. No.:
Address:

Mob No

Surety given: 1st time:...../2nd time: (Tick whichever is applicable)

Sign of Emp

Sign of Surety

Sign of Witnesses

(An emp can give a maximum of two sureties only, and should keep a record of the same)

Sign of Surety with Name and EMP No -----

In the presence of

1st witness.....
Address.....
Occupation.....
DMRC Emp No

2nd Witness.....
Address.....
Occupation.....
DMRC Emp No

(For office use only & not to be filled in by the employee)

Signed by Shri..... of DMRC for and on behalf of the Managing Director.

In the presence of

1st Witness

Address.....

Occupation.....

DMRC Emp No

2nd Witness.....

Address.....

Occupation.....

DMRC Emp No

Sign of Emp

Sign of Surety

Sign of Witnesses

Encl: Current Salary Slips of Borrower, Both Sureties duly self attested AND photocopies of I - Cards of both sureties.

FORM CA – 2

FORM OF AGREEMENT TO BE EXECUTED BEFORE DRAWING ADVANCE FOR THE PURCHASE OF A MOTOR
VEHICLE (See Rule 4.2)
To be executed on non-judicial paper of suitable value

AGREEMENT

This agreement made this _____ day of _____two thousand _____ between Shri _____ son of Shri _____ (hereinafter called “the borrower” which expression shall include his heirs, administrators, executors legal representatives and assigns) of the ONE PART and the Delhi Metro Rail Corporation Limited, (hereinafter called “the Corporation”, which expression shall include its successors and assigns) of the OTHER PART.

WHEREAS the borrower has under the provisions of the Rules framed for the purpose (hereinafter called the ‘RULES’ and which expression shall include any amendment thereof and/or any instructions issued in this behalf for the time being in force), applied to the Corporation for a loan of ₹. _____ (₹ _____ only) for the purchase of a motor car / scooter / _____ and the Corporation has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of ₹ _____ only paid by the Corporation to the borrower (the receipt of which the Borrower hereby acknowledges), the Borrower hereby agrees with the Corporation:

- (i) to repay to the Corporation said amount with interest calculated according to the said rules by monthly deductions from the salary as provided in the said rules and hereby authorizes the Corporation to make such deductions; and
- (ii) within one month from the date of payment of the said amount to expend the full amount of the said loan in the purchase of a motor vehicle or if the actual price paid is less than the loan to repay the difference to the Corporation forthwith and to execute a document hypothecating the said Motor Vehicle to the Corporation as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said rules AND IT HEREBY LASTLY AGREED AND DECLARED THAT if the motor vehicle has not been purchased and hypothecated as aforesaid within one month from the date of payment of the said sum or if the borrower becomes insolvent or quits the service of the Corporation or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ on behalf of the Corporation has hereunto set his hands on the date, month and year first before written.

(Signature and designation of the Borrower)
Mobile No

Signatures of the witnesses

1. _____
_____ (Signature, designation & address)

2. _____
_____ (Signature, designation & address)

(For office use only & not to be filled in by the employee)

Signed by _____ (Name and designation) for and on behalf of Delhi Metro Rail Corporation Ltd.

Name & Desig _____

In the presence of—

1. _____

_____ (Signature, designation & address)

2. _____

_____ (Signature, designation & address)

Page 1 of 4

Annexure – III

FORM CA – 4

FORM OF MORTGAGE BOND FOR MOTOR VEHICLE ADVANCE (See Rule 4.4)
(TO BE EXECUTED ON NON-JUDICIAL PAPER OF SUITABLE VALUE)

MORTGAGE BOND

THIS INDENTURE made on this _____ day of _____ between Shri _____ son of Shri _____ (hereinafter called the BORROWER" which expression shall include his heirs /administrators and legal representatives) of the ONE PART and Delhi Metro Rail Corporation Limited) hereinafter called the Corporation which expression shall include its successors and assigns) of the OTHER PART.

WHEREAS the borrower has applied for and has been granted an advance of ₹ _____ (receipt of which sum the mortgagor hereby acknowledges) to purchase a motor vehicle on the terms of the rules framed by the Corporation in this behalf (hereinafter referred to as the Rules which expression shall include any amendment thereof or additions thereto for the time being in force).

AND WHEREAS one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the borrower will/would hypothecate the said Motor vehicle to the Corporation within 30 days of grant of advance, as security for the amount so advanced as aforesaid the motor vehicle particulars thereof are set out in the schedule herein under written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the borrower doth hereby covenant to pay to the Corporation the sum of ₹ _____ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of ₹ _____ each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said rules and the borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said rules, or where, in the event of his proceeding on deputation out of India for a period exceeding 12 months or on his being transferred to a post outside India, the competent authority has allowed repayment of the amount of advance remaining unpaid and/or interest as aforesaid on the happening of such an event, in Rupees in India the borrower doth hereby agree to pay the Corporation such dues by remittance through Bank Draft drawn by the 15th of every month in favour of the Accounts Officer in whose books the accounts of the aforesaid advances are kept, and in further pursuance of the said agreement the borrower doth hereby assign and transfer upto to the Corporation the motor vehicle, the particulars whereof are set out in the schedule hereunto written by way of security for the said advance and the interest thereon as required by the said rules.

AND the borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Corporation in respect of the said advance, will not sell, pledge or part with the property in or possession of the said motor vehicle.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if any of the said installments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the borrower shall die or at any time cease to be in the Corporation service or if the borrower shall sell or pledge or part with the property in or possession of the said motor vehicle or become insolvent or make any compromise or agreement with his creditors or if any person shall take proceedings in execution of any decree of judgment against the borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable.

AND IT IS HEREBY AGREED and declared that the Corporation may on the happening of any events herein before mentioned, seize and take possession of the said motor vehicle and either remain in possession thereof without removing the same or else may remove and sell the said motor vehicle either by public auction or private contract and may out of the sale money retain the balance of the said advance, then remaining unpaid and any interest due thereon calculated as aforesaid all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realizing his rights hereunder and shall pay over the surplus, if any, to the borrower, his executors, administrators, or legal representatives, PROVIDED FURTHER THAT the aforesaid power of taking possession or selling of the said motor vehicle shall not prejudice the right of the Corporation to sue the borrower or his legal representative for the said balance remaining due and interest or in the case of the motor vehicle being sold, the amount by which the net sale proceeds fall short of the amount owing AND the borrower hereby further agrees that so long as any moneys are remaining due and owing to the Corporation he, the borrower, will insure and keep insured the said motor vehicle against loss or damage by fire, theft or accident or strike, riots and any disturbance of public peace with an Insurance Corporation to be approved by the Corporation and will produce evidence to the satisfaction of the Corporation that the Motor Insurance Corporation with whom said motor vehicle is insured have received notice that the Corporation is interested in the policy and the borrower hereby further agrees that he will not permit or suffer the said motor vehicle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said motor vehicle, the borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of the vehicle :

Maker's Name :

Description :

No. of Cylinders :

Engine No. :

Chassis No. :

Cost Price : ₹
: (in words) ₹

IN WITNESS WHEREOF the borrower has hereunto set his hand and Shri _____ in the Delhi Metro Rail Corporation Limited, for and on behalf of Delhi Metro Rail Corporation Limited, has hereunto set his hand.

Signed by the said Borrower----- (Name)

(Signature and designation of the borrower)

In the presence of:

1. _____

(Signature, designation & address)

2. _____

(Signature, designation & address)

(For office use only & not to be filled in by the employee)

Signature and designation of the officer for and on behalf of Delhi Metro Rail Corporation Limited.

(Signature and designation of the officer)

In the presence of

Witnesses:

1. _____

(Signature, designation & address)

2. _____

(Signature, designation & address)

FORM CA – 9

LETTER INTIMATING THE INSURANCE CORPORATION OF THE CORPORATION'S INTEREST IN
INSURANCE POLICIES OF MOTOR CAR ETC. (See Rule 6.3)

To

Page 2 of 2

Dear Sir,

I am to inform you that Delhi Metro Rail Corporation Ltd. is interested in the Motor Car/Motor Cycle/Scooter/Moped Insurance Policy No. _____ secured in your Corporation and to request that you will kindly insert a clause to the following effect in the Policy:

CLAUSE TO BE INSERTED IN THE INSURANCE POLICY

1. "It is hereby declared and agreed that Shri _____ (the owner of the Motor Car/Motor Cycle/Scooter/Moped, hereinafter referred to as the Insured in the schedule to this policy) has hypothecated the motor car/motor cycle/scooter/moped to Delhi Metro Rail Corporation Ltd. (hereinafter referred to as DMRC) as security for an advance for the purchase of the motor car/motor cycle/scooter/moped and it is further declared and agreed that DMRC is interested in any moneys which but for this endorsement be payable to the said Shri _____ the insured under this policy in respect of the loss or damage to the said motor car/motor cycle/scooter/moped (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to DMRC as long as it is the Mortgagee of the Motor Car/Motor Cycle Scooter/Moped and its receipt shall be full and final discharge to the Corporation in respect of such loss or damage.
2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the Corporation respectively, under or in connection with this policy or any term, provision or condition thereof.

Yours faithfully,

Place:

Date:

(_____)

Borrower's Signature

Designation-----

Forwarded. The receipt of this letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

Place:

(Signature and designation of the sanctioning authority)

Date:

Chapter - I

Multi - Purpose Advance Rules



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DMRC EMPLOYEES 'MULTIPURPOSE' ADVANCE RULES

These Rules shall be called the DMRC Employees 'Multipurpose' Advance Rules.

OBJECTIVE

These Rules are intended to regulate the grant of monetary advance to DMRC confirmed employees to meet varied financial needs of emergent nature like marriage/social functions, education of children, furnishing of house, purchase of electronic appliances for home and to meet other domestic requirements, contingencies etc. The fund for this scheme will be released from DMRC Staff Welfare Fund.

(Ref: Office Order No.PP/538/2006; dated: 30.10.2006)

1. ELIGIBILITY

- 1.1 Multipurpose Advance will be admissible only to confirmed employees of the Corporation, including the deputationists, who are absorbed in the Corporation. The Temporary, ad hoc or daily rated, re-employed or those engaged on contract on fixed terms are not eligible for the advance.
- 1.2 Employees who have completed 2½ years of regular service & are confirmed and having more than three years of service before superannuation from the date of application will be entitled for advance.

(Ref: Office Note No. DMRC/MPA/2007; dated: 20.04.2007)

- 1.3 The contractual employees, subsequent upon regularization, the contractual service @70% shall be counted towards the Multipurpose Advance.

(Ref: Office Order No.PP/1782/2014; dated: 03.06.2014)

2. Multipurpose Advance

- 2.1 The Multipurpose Advance (MPA) admissible will be upto a maximum of Rs. 2,00,000/-, or 5 times of the Basic pay, whichever is less.

The employees who have already availed part, or, full MPA, as per their earlier limit, would be treated as having availed their first/second chance. No difference of MPA shall be admissible.

(Ref: Office Order No.-PP/2776/2018; dated: 22.02.2019)

- 2.2 In case of more number of applications than the fund available, the fresh cases (who did not avail MPA earlier) will be given priority.
- 2.3 After a gap of two years after complete repayment of MPA, an employee will be eligible for subsequent MPA, limiting to a maximum three occasions in the entire service.

(Ref: Office Order No.-PP/1520/2012; dated: 22.10.2012)

3. SANCTIONING AUTHORITY

3.1 The following will be the sanctioning authorities for sanction of MPA subject to availability of funds in the budget.

- a) HoD/HR - For MPA admissible to all employees working in project and corporate office.
- HoD/HR/O&M - For MPA admissible to all employees working in O&M division.

4. RATE OF INTEREST

The rate of interest will be kept at 7.5% (Simple). The principal shall be recovered first in maximum of 30 instalments followed by interest in the maximum of next 5 instalments. The recovery of this account including all other recoveries should not exceed 50% of pay.

(Ref: Office Order No.-PP/538/2006; dated: 30.10.2006)

5. SURETY BONDS

The provision of Advances is a welfare measure. Before release of advance, it is essential to secure the recovery of the amount. The employee seeking advance will submit indemnity bond/s signed by surety/sureties (one surety for an advance upto Rs.50,000/- and two sureties for above Rs.50,000/-) on the prescribed format/s attached at **Annexure'A'** along with their applications.

The Surety should be of equivalent or higher grade and a confirmed employee of the corporation having completed / residual of 3 years of service. Before Signing as a surety, employee will ensure that he has not indemnified more than two cases at a time. He/she may further sign as surety after clearing previous advances.

(Ref:Office Order No.-PP/1572/2013; dated: 06.03.2013)

6. Indemnity bonds/Surety bonds are required to be uploaded in while applying for MPA through ESS. The bonds must be submitted in HR department with the print copy of ESS for issuing the office order.

Following documents are required to upload while applying for MPA through ESS is tabulated below for ready reference:

S.No.	Multipurpose Advance
1.	Two Surety bonds on non-judicial paper/s of Rs.20 each. →While procuring the surety bonds, the First Party should be the person who is giving the Surety to Borrower for MPA and the Second Party would be DMRC

	→ the surety bonds will become valid only from the date of issuing of the office order by the Sanctioning Authority, so the column date on surety bonds at page-2, be filled accordingly.
2.	Printout of the application shall be self attested by the employee
3.	Sign of Sureties, Employee and witnesses on each page is mandatory on the Surety Bonds.
4.	Paragraph of indemnity bond should start from 1 st page of Surety bond and matter should not be printed at the backside of surety bond.

7. **INTERPRETATIONS/RELAXTION/DELETION/MODIFICATION**

In case of any doubt or dispute regarding interpretation of these rules, the decision of Managing Director shall be final. He may also have the powers to relax, delete/modify/revise, etc of any of the items of the provisions of these rules, found necessary in future, for reasons to be recorded in writing.

APPLICATION FOR GRANT OF MULTIPURPOSE ADVANCE

(Ref. Office Order No.PP/1520/2012 dated 22/10/12)

1. Name of the employee :
2. Designation :
3. Emp. No. :
4. Scale of Pay :
5. Date of Birth :
6. Present Basic Pay :
7. (i) Date of Appointment :
(ii) Total Service : Yrs Months.
(iii) Status of Employment : Direct Recruit/ On deputation/ Absorbed.
(iv) If on deputation,
(a) Date of Joining in DMRC :
(b) Sanctioned Deputation Tenure :
(c) Date of Deputation Tenure going to be completed :
8. Amount of loan applied for :
9. Purpose of loan applied for :
10. (a) No. of installments in which principal amount is to be repaid (Max- 30 Installments) :
(b) No. of installments in which interest is to be recovered (Max. -5 installments) :
11. Whether any advance for any other purpose was obtained previously. If so, give details-

- a) Purpose :
- b) Date of drawl of advance :
- c) Whether the amount of advance and/or interest thereon is still outstanding, give details :
12. Execution of two Surety Bonds on non-judicial Stamp paper of Rs 20/-each from a permanent employee of equal/higher status of the applicant who has at least 3 years residual service in DMRC :
13. No. of times Multipurpose Advance availed in DMRC :
14. a) Certified that the information given above is completed and true.
b) Certified that I have read the rules and will abide by them.

Sign. _____

Name: _____

Designation _____

Emp. No. _____

Mob. No. _____

Email ID. _____

Station/Place of Posting: _____
Date: _____

*Controlling Officer

Name:

Signature:

Designation:

Emp No.:

*Dy. HOD

Name:

Signature:

Designation:

Emp No.:

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS that I,
(Surety) resident of
in the District of....., presently residing at
.....,

Sign of Emp

Sign of Surety

Sign of Witnesses

(hereinafter called "the Surety") are held and firmly bound unto Delhi Metro Rail Corporation Limited (hereinafter called the "Corporation" which successors in office and assigns in the sum of ₹.....(₹

.....only) to be paid to the Corporation FOR WHICH PAYMENT to be well and truly made I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents.

As witness my hand this (Date) day of (Month) Two thousand -----

WHEREAS Shri (Borrower) S/o Sh presently employed as a permanent employee in Delhi Metro Rail Corporation whose Emp No is-----` (hereinafter called "the Borrower").

AND WHEREAS the Corporation sanctioned the payment of ₹..... (₹ only) under the rules framed by the Corporation to regulate the (hereinafter referred to as the "said Rules").

AND WHEREAS in consideration of the Corporation having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said Office, duly and regularly pay or cause to be paid to the Corporation the amount of aforesaid advance owing to the Corporation by installments until the said sum of ₹ (₹ only) shall be / duly paid to the Corporation, then this bond shall be void, otherwise the same shall be and remain in full force and virtue but so nevertheless that if the borrower shall die or become insolvent or at any time cease to be in the service of the Corporation, the whole or so much of the said principal sum of ₹.....(₹..... only) together with the interest, as shall then remain unpaid shall immediately become due and payable to the Corporation and recoverable from the Sureties in one installment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Corporation to the said Borrower.

The stamp duty in respect of these presents shall be borne and paid by the borrower. Signed and delivered by the said.....andat Delhi

Sign. of surety
Name:
Desig:
Emp. No.:
Address:

Mob No

Surety given: 1st time:...../2nd time: (Tick whichever is applicable)

Sign of Emp

Sign of Surety

Sign of Witnesses



(An employee can give a maximum of two sureties only, and should keep a record of the same)

Sign of Surety with Name and EMP No -----

In the presence of

1st witness.....
Address.....
Occupation.....
DMRC Emp No

2nd Witness.....
Address.....
Occupation.....
DMRC Emp No

(For office use only & not to be filled in by the employee)

Signed by Smt/Shri..... of DMRC for and on behalf of the
Managing Director.

In the presence of

1st Witness

Address.....

Occupation.....

DMRC Emp No

2nd Witness.....

Address.....

Occupation.....

DMRC Emp No

Sign of Emp

Sign of Surety

Sign of Witnesses

Enclosures: Current Salary Slips of Borrower, Both Sureties duly self attested and photocopies of I - Cards of both the sureties.

Chapter - J

Recruitment Rules



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RECRUITMENT RULES

SECTION-I

GENERAL

1. SHORT TITLE, COMMENCEMENT AND APPLICATION:

- 1.1 These Rules shall be called the **Delhi Metro Rail Corporation (Recruitment) Rules, 2021.**
- 1.2 These Rules come into force from the date of the issuance.

2. DEFINITIONS:

In these Rules, unless the context otherwise requires-

- 2.1 “Absorbee” means an employee belonging to the Central or State Government or Public Sector Undertaking who has been permanently absorbed in regular service of the Corporation;
- 2.2 “Act” means the Metro Railways (Operation and Maintenance) Act, 2002, as amended from time to time;
- 2.3 “Appointing Authority” in relation to a post means the Authority as specified in the Schedule of Powers, in respect of Establishment matters;
- 2.4 “Corporation” means the Delhi Metro Rail Corporation Ltd., registered under the Companies Act, 1956;
- 2.5 “Board” means the Board of Directors of the Delhi Metro Rail Corporation Ltd.;
- 2.6 “MD” means the Managing Director of the Delhi Metro Rail Corporation Ltd.;
- 2.7 “Competent Authority” means the Managing Director or any functional Director or any officer authorized by the Managing Director in this behalf by general or specific order;
- 2.8 “Departmental Candidate” means the official who have been appointed on regular basis and who hold posts or hold lien on any permanent post of the Corporation;
- 2.9 “Departmental Promotion Committee” means a Committee constituted to consider promotions in any grade.
- 2.10 “Employee” means a person appointed by the Corporation either on temporary or permanent basis including the deputationists but does not include a person employed by the Corporation on daily wages, contract or apprentices paid under the Apprenticeship Act, 1961.
- 2.11 “Executive Posts” means the posts in the grade of Assistant Manager and equivalent and above, up to the level of Executive Director and equivalent;
- 2.12 “Government” means the Government of India;
- 2.13 “Management” means the Managing Director or Director or any other Executive of the Corporation so authorized by the Managing Director.
- 2.14 “Month” means the calendar month;
- 2.15 “Non-Executive Posts” mean the posts in the grade of Unskilled and equivalent and above, upto the level of Senior Section Engineer, Head Station Controller/Train Operator/Line Supervisor/Station Manager, etc;

- 2.16 “Permanent Employee” means an employee who has been appointed by the Corporation against a post which has been sanctioned and who has been confirmed after completion of the probation period satisfactorily;
- 2.17 “Post” means any post against which a person has been appointed on temporary or permanent basis or on Contract/Deputation;
- 2.18 “Probationer” means an employee who has been appointed by the Corporation against a sanctioned post but has not been confirmed;
- 2.19 “Recruitment Year” means the year commencing from the 1st of January to the 31st December of the year;
- 2.20 “Temporary Employee” means an employee who has been appointed by the Corporation against a temporary post sanctioned for a specified period or appointed on temporary basis against a permanent post.

3. **CATEGORISATION OF CADRES/GRADES:**

The posts in DMRC are broadly categorized as Executive and Non-Executive (Supervisor and Non-Supervisor) in the following groups/levels:

(i) **Non-Executive:**

S.N	Group	Level	Revised Pay Scales w.e.f. 01/01/2017
1	Non-Executive Group-I	Non-Supervisor (Induction)	16000-50000
2			20000-60000
3	Non-Executive Group-II	Non-Supervisor (Induction)	25000-80000
4		Non-Supervisor (Induction)	35000-110000
5		Non-Supervisor	37000-115000
6		Non -Supervisor	40000-125000
7		Non-Supervisor	46000-145000
8	Non-Executive Group-III	Supervisor (Induction)	37000-115000
9		Supervisor	40000-125000
10		Supervisor	46000-145000
11		Supervisor	50000-160000

(ii) **Executive:**

S.N	Group	Level	Designation	Revised Pay Scales w.e.f. 01/01/2017
1	Executive Group-I (Junior Management)	Executives	Assistant Manager	50000-160000
2			Manager	60000-180000
3	Executive Group-II (Middle Management)		Deputy General Manager	70000-200000
4			Sr. Deputy General Manager	80000-220000
5			Joint General Manager	90000-240000
6			Additional General Manager / Sr. Additional General Manager	100000-260000
7			Executive Group-III (Senior Management)	General Manager / Sr. General Manager / Chief General Manager
8			Executive Director	150000-300000

9	Top Management	Top Management	Director	180000-340000
10			Managing Director	200000-370000

SECTION -II
DIRECT RECRUITMENT AND RELATED MATTERS.

1. **CADRE:** The various categories of posts in the hierarchy shall form a cadre.

2. **DIRECT RECRUITMENT:**

2.1 Direct Recruitment shall be made through the following modes of induction:

- (a) Open Market / Lateral Recruitment;
- (b) Campus Recruitment;
- (c) Recruitment on the basis of GATE / CAT Scores;
- (d) Post Retirement Contractual Engagement (PRCE);
- (e) Absorption from Government/PSU's;
- (f) Regularisation of Contractual staff; and
- (g) Appointment on Compassionate Ground.

2.2 **Direct Recruitment procedure:**

(a) **Assessment of Vacancies:**

The assessment of vacancies shall be done on the basis of the vacancies in the cadre, as per the laid down percentage between Direct Recruitment and Promotion quota. While undertaking assessment, vacancies reserved for promotional quota shall be kept separate and an element of attrition shall be added to the vacancies, so assessed for Direct Recruitment.

(b) **Reservation in Recruitment:**

Based on the number of vacancies, the reservation roster register points would be worked out for calculating reservation in line with the Presidential Directives / DoPT Orders, i.e., Scheduled Castes (SC) – 15%; Scheduled Tribes (ST) – 7.5%, Other Backward Classes (OBC) – Non-Creamy Layer – 27%, Economically Weaker Section – 10%. The quota of Divyang (Physically Handicapped) @ 4% would be applied on horizontal basis for the posts which have not been exempted, and only such persons would be eligible for reservation in services/posts who have not less than 40% of the relevant disability. Such candidate would be required to submit a Disability Certificate issued by the Medical Board duly constituted by the Central or State Government. The reservation for Ex-Servicemen, wherever applicable, shall be treated as horizontal reservation, i.e., reservation to Ex-Servicemen belonging to any category (UR/SC/ST/OBC/EWS) would be adjusted within the category to which the selected Ex-Serviceman candidate belongs. The reservation rosters and roster points would be checked and verified by the concerned Liaison Officers for SC/ST/OBC/PwBD.

(c) **Educational Qualification, Work Experience Criteria and Job Profile:**

These shall be notified along-with the advertisement and shall be based on the job requirement(s), as may be required from time to time.

(d) **Minimum and Maximum Age:**

The minimum age for the applicant shall be 18 years of age. The maximum age shall be notified in the advertisement, with the usual relaxation for reserved categories as per the guidelines of the Govt. of India, as issued from time to time. The Existing DMRC employees who have completed at least 3 years continuous service in DMRC, as on the crucial date, shall be given an upper-age relaxation/limit to the extent, that for Executive posts, the maximum age relaxation shall be UR – by 5 years, OBC – 8 years and SC/ST –10 years and for Non-Executive posts, the upper-age limit for the employee shall be for UR – 40 years, OBC – 43 years and SC/ST – 45 years.

(e) **Crucial Date of Ascertaining Eligibility:**

The crucial date of ascertaining eligibility would be the 1st of the month in which open market recruitment advertisement is published / notified.

(f) **Publishing of Advertisement:**

Wide publicity shall be given by way of notification to be published in full, in Employment News (English/Hindi/Urdu) and on the official website of DMRC and an abridged text of advertisement in leading newspapers in the National Capital Region of Delhi and adjoining areas, in a minimum of 02 English and 02 Hindi languages. A copy of the Notification shall, also, be sent to following agencies, for information and wide circulation, at their level: -

- (i) Parliamentary Committee of the Lok Sabha, for the welfare of SC/ST;
- (ii) National Commission for SC;
- (iii) National Commission for ST;
- (iv) National Commission for OBC;
- (v) Liaison Officer for the Welfare of the SC/ST in DMRC;
- (vi) Liaison Officer for the Welfare of the OBC employees in DMRC
- (vii) Liaison Officer for the Welfare of the PwBD.

Apart from the above, the services of the Doordarshan and the All India Radio shall also be utilized for wide publicity.

(g) **Engagement of Specialized Agency(ies):**

Services of an outside Agency(ies) of repute may be availed for the recruitment process on an end-to-end basis. Similarly, an agency acting as a Payment Gateway may be engaged for receiving Application Processing Fees, from the candidates.

(h) **Application Processing Charges:**

In order to keep the recruitment process self-sustained, to an extent and to weed-out the non – serious candidates, a minimum amount of application processing charges shall be charged from the candidates, as may be determined from time to time.

(i) **Selection Process:**

All applications received through the online system shall be scrutinized for the purpose of screening and the shortlisted candidates shall be called provisionally for participating in the written or online test /selection. While it may be appropriate to afford opportunity to appear in the selection to all the eligible applicants, mere possession of the requisite qualifications shall not confer any right on any applicant to be called for the selection and the Corporation may restrict selection from amongst the more meritorious applicants through an appropriate process of initial screening. The computer-based test shall be scheduled and e-Admit Card, shall be issued to the candidates, as per the time-lines laid down.

(j) **Qualifying Marks:**

The minimum qualifying marks in the Computer Based Test and Personal Interview for UR/EWS candidates will be 40%. For SC/ST/OBC/PwBD candidates the qualifying marks will be 30%. However, DMRC reserves the right to increase/decrease the qualifying criteria. In case of non-executive employees, there will be no interview and the results of selection will be declared based on online examination. For the executive posts, the standard ratio of calling the short-listed candidates for interview is 1:3. However, taking into account the number of short-listed candidates, the appointing authority may decide to increase or decrease the ratio accordingly.

(k) **Life of Panel:**

The life of the recruitment panel shall be two years from the date of approval by the Competent Authority, which may be extended by one more year with the approval of the Managing Director.

(l) **Medical Examination:**

All candidates shall have to undergo the medical fitness test(s) and meet the medical standards prescribed by DMRC for various posts. Expenses for the first-time medical examination of the candidate will be borne by DMRC. However, in case a candidate seeks re-medical examination, the expenditure for the medical test(s) will be borne by the candidate himself/herself. Candidates having undergone lasik surgery are not suitable for any post except Non – Technical categories or as specified in the Advertisement.

(m) **Surety Bond:**

The candidates selected for post under Executive Cadre/Non-executive Cadre will have to execute a surety Bond to serve the corporation for a minimum period of three years (exclusive of the period in which one remain on Leave without Pay) and also a prior notice of 90 days will be required before seeking resignation from the Corporation.

3. **CHARACTER AND ANTECEDENTS:**

The success in the examination does not confer any right to appointment unless the corporation is satisfied after such an inquiry, as may be considered necessary, that the candidate having regard to his/her character and antecedents is suitable in all respect for appointment to the service.

4. **TRAINING:**

The Selected candidates (both Regular and contract), shall undergo training for the prescribed duration before posting on the job. The corporation has the right to enhance or curtail the training period for any or all trainees.

5. **PROBATION:**

The selected candidates (on regular posts) on appointment, shall be on Probation for a period of one year/two years (including period of training). During the probation period, candidates shall be required to pass various examinations. The services of the candidate during the probation period can be terminated by the Corporation if the performance of the candidate is found to be unsatisfactory, in accordance with the terms and conditions of offer of appointment and receipt of an unsatisfactory police report. The probation period shall exclude Leave without Pay.

6. **CAMPUS RECRUITMENT:**

Recruitment can also be made through Campus selection by deputing a Selection committee to reputed Technical Institutes/Universities/Colleges/Polytechnics. The procedure of Campus recruitment shall be as under: -

- (a) A list of reputed Technical Institutes/Universities/Colleges/Polytechnics shall be prepared, which the Selection Committee shall visit for campus recruitment.
- (b) Recruitment for the post of Junior Engineer shall be made from amongst the newly passed candidates having Diploma in the prescribed field.
- (c) Recruitment for the post of Assistant Manager shall be made from amongst the newly passed candidates having Degree in the prescribed field.
- (d) Candidates may also be considered for direct recruitment as Assistant Managers strictly on the basis of merit (marks in written + Interview) in the case of GATE/CAT qualified candidates.

SECTION – III

1. **POST RETIREMENT CONTRACTUAL EMPLOYMENT FOR VARIOUS POSTS IN DMRC.**

To meet with the immediate requirement of experienced personnel for the Corporation and its allied projects, contractual employment of retired employees on re-employments basis shall be made from amongst the retired/experienced personnel of the Government/PSUs, for various posts in Non-Executive and Executive cadres. The various norms and conditions of re-employment shall be as under: -

- i. **Consolidated Fee:** Only a consolidated amount shall be paid according to the **substantive pay scale** from which they had retired from the Govt/PSUs.
- ii. **Age Limit:** The age of the candidates should be between the ages 58 years to 62 years, as on the crucial date.
- iii. **Period of employment:** Initially, the employment shall be made for a period of one year which may be extended from time to time on the basis of requirement / work. The maximum limit for re-employment shall be upto the age limit of 65 years of the re-employed personnel.
- iv. **Selection Process:** The post shall be circulated through an Open Advertisement. The selection of candidates for re-employment shall made by a interview of the shortlisted candidates, by a Selection Committee of an appropriate level. Should any additional selection method be required, the same shall be undertaken by the nominated Committee.

SECTION – IV

1. ABSORPTION:

A deputationist shall be required to put in a minimum of two years' service in DMRC, for being considered for absorption in DMRC. The minimum requirement for absorption shall be a justification from the concerned Director for absorption in DMRC. The employee should have 9 out of 10 marks in APAR ratings in a scale of 5 in the last two years.

1.1 Rules for Absorption:

- (a) The seniority of a deputationists upon absorption in DMRC shall count from the date following the date of acceptance of his/her resignation by the parent organization.
- (b) Absorption of a deputationist shall be given in the grade, in which the absorbee had been substantively working in their parent department.
- (c) In case, an employee is absorbed in a grade corresponding to his/her substantive grade in parent cadre, the service rendered in the parent cadre as well as on deputation in DMRC, shall be counted for the next promotion.

SECTION – V

1. CONTRACT REGULARISATION:

- i. To meet with the Project requirements, recruitment on contract basis may be resorted to. The period of contract shall normally be for a period of two years, however, based on requirement, the period can be increased, or, decreased.
- ii. The contract employees shall be considered for regularisation on completion of two years contract period in DMRC. The regularisation shall be done through paper screening process based on APARs and requisite clearances.

- iii. The number of contract employees to be regularized in a particular category, in a year, will be decided once a year, i.e., on the 1st July, every year, based on the availability of regular / permanent vacancies, in that category. The contract employees shall be regularized to the extent they are essential for DMRC and shall not become surplus during the next five years.
- iv. A contract employee may be considered for regularization on completion of 02 years of contract service, in DMRC.
- v. 02 APARs in DMRC shall be required for consideration for regularization. 18 points out of 20, i.e. one Outstanding and One Very Good, at least, shall be required. The latest APAR needs to be 'Outstanding'.
- vi. Subsequent upon regularization, the contract service of such employees shall be counted @ maximum upto 70%, for further promotion in DMRC. The maximum period of the past contractual service shall not exceed a total of 1.4 years (approx. 70% of 02 years), for promotion purposes and for availing various advances.
- vii. All regularization / absorption orders, shall have prospective effect only.
- viii. The regularization of contract employees shall be solely guided by the future requirements of DMRC and no contract employee shall have a right to be absorbed, even if he / she fulfills all the requisite conditions for such regularization, automatically.
- ix. Upon regularization, their pay shall continue to be paid at the same level, as before. However, their seniority in the grade of absorption, shall count from the date of regularization / absorption.

SECTION – VI

1. APPOINTMENT ON COMPASSIONATE GROUND:

1.1 Dependents of Deceased Employees:

- a) The dependent of a deceased employee shall be eligible for consideration for appointment on compassionate grounds on need-cum-economic status basis against an available vacancy.
- b) Compassionate appointments shall only be in the non - executive posts (up to the scale of Rs. 37,000-1,15,000/- only) and shall be limited to recruitment grades only, where there is an element of direct recruitment. The recruitment on Compassionate Ground shall be made on the basis of education qualification and appropriate suitability tests, applicable medical standards, etc.
- c) A candidate shall be considered as per the qualification possessed by the candidate at the time of death of the deceased employee, or, if the candidate is

enrolled for a course, on the basis of qualification acquired, on completion of such course.

- 1.2 The broad parameters which shall be considered in this regard are: -
- a) The deceased employee should have been below 50 (Fifty) years of age, at the time of his/her death;
 - b) The family is indigent and deserves immediate assistance of relief from financial destitution;
 - c) The applicant for compassionate appointment is eligible and suitable for the post in all respect, as per the extant rules and regulations.
- 1.3 “Dependent Family Member” means a:
- a) Spouse; or,
 - b) Son (including adopted son); or,
 - c) Daughter (including adopted daughter);-unmarried/widowed/divorcee.
 - d) Brother/Sister in the case of an unmarried employee.
- who was wholly dependent on the DMRC employee, at the time of his/her death in harness.
- 1.4 ‘Deceased employee’ means an employee appointed on regular basis and not one working on daily wages, or, casual, or, an apprentice, or, ad-hoc, or, contract, or, re-employment/consultant basis.
- 1.5 Appointment on compassionate grounds shall be made on regular basis. Such appointment shall be based through an appropriate suitability test, based on the written examination and psychometric test (as required, for categories like SC/TO and CRA) and shall also be subject to fitness in medical examination, as per the applicable standards. A maximum of three chances shall be given to a candidate, while in case of candidates, who are SC/ST/Widow/Wife, a maximum of four chances, shall be given. The pass marks in the written test shall be 40% for UR candidates and 30% for OBC/SC/ST and PH candidates. The psychometric test, as required, shall only be qualifying in nature. However, fitness in medical test, shall be mandatory and shall be, as per the norms of open market recruitment.
- 1.6 Request for compassionate appointment in DMRC can be considered within a period of five years, from the date of death of the deceased DMRC employee.
- 1.7 A widow appointed on compassionate ground shall be allowed to continue in service, even after re-marriage.
- 1.8 A Committee comprising of three Directors of DMRC shall recommend such appointments, to the Managing Director, DMRC.

SECTION – VII

SAVING CLAUSE:

In case of any doubt or dispute regarding interpretation of these rules, the decision of the Managing Director, DMRC shall be final. He / She shall also have the powers to relax, delete/ modify/revise, etc., any of the provisions of these rules, if found necessary, in future.

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Chapter - K

DMRC Housing Allotment Rules



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DMRC HOUSING ALLOTMENT RULES

1. Short Title and Applicability

- 1.1 These rules shall be called the "DMRC Housing Allotment Rules".
- 1.2 These rules shall be applicable to DMRC staff quarters located at Ajrona, Bahadurgarh, Gurgaon, Mukundpur, Mundka, Najafgarh, New Ashok Nagar, Sarita Vihar, Shastri Park, Vinod Nagar and Yamuna Bank.
- 1.3 These rules shall come into force with immediate effect, subject to such alterations and additions as may be made, from time to time, by the Competent Authority.
- 1.4 These rules shall apply to all residential buildings and premises appurtenant thereto, allotted to the employees of the organization to use the same as quarters, under the permission of the organization and in accordance with these rules. The term building herein includes all constructions, permanent, temporary, semi-permanent, dormitory belonging to or otherwise secured by the organization for the purpose of housing their own employees.
- 1.5 No employee shall have any right to be provided with accommodation by the organization. Subject to the availability of such accommodation, the employees in accordance with these rules, may be permitted to stay in any of the quarters of the organization for such periods as permitted, during and in course of their employment under the organization. Allotment of quarters to employees shall be for beneficial working of the affairs of the organization.
- 1.6 The quarters allotted to house the employee as aforesaid, at all times, before, during and after occupation of the employees shall continue to be in possession of the organization. The employees shall occupy the said quarters as licensees, without having any right or interest in the land and the building concerned.
- 1.7 The rules hereby introduced shall have prospective effect only, with respect to the changes introduced therein.

2. Definitions

- 2.1 In these rules, unless the context otherwise requires:
 - (a) "Accommodation" means the DMRC Staff Quarters at various locations in Delhi/NCR at Para 1.2 above, under the control of the Delhi Metro Rail Corporation Ltd.;

- (b) "Allotment" means the grant of a license to occupy a residential accommodation in accordance with the provisions of these rules;
- (c) "Employee" means a person appointed against a regular post and includes probationers, but excludes apprentices, reemployed or casual employees, deputationists, and employees on contract basis.
- (d) "Damages" means a compensation to be levied as penal rent for unauthorised occupation or subletting or misuse of whole or any part of accommodation or garages by the occupant of the accommodation or garages;
- (e) "Estate Officer" means the officer appointed as such by order of Competent Authority, having power to issue orders in relation to allotment;
- (f) "Eligible type of accommodation" in relation to an officer means the type of accommodation to which he is eligible under these rules;
- (g) "Family" means the wife or husband of allottee, as the case may be, and children, step children, legally adopted children, parents, brothers or sisters as ordinarily reside with and are dependent on the allottee;
- (h) "Close relations" mean relationship such as Father, Mother, Brothers, Sisters, Grandfather, Grandmother, Grandsons, Granddaughters, Uncles, Aunts, First cousins, Nephews, Nieces (directly related by blood), Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Son-in-law, Daughter-in-law and relationship by legal adoption;
- (i) "Guest" means a casual visitor staying temporarily with the allottee;
- (j) "Own house" means a building or part thereof meant for residential purposes and owned by the allottee or by any member of his family;
- (k) "License fee" means a fee payable monthly in respect of the accommodation allotted under these rules besides HRA;
- (l) "Misuse", in relation to an allotment, means an accommodation or a servant quarter or a garage being used by allottee himself or by his family members or close relations staying with him for the purpose other than the purposes provided under these rules;
- (m) "Residential accommodation" means a covered structure or part thereof whether permanent or semi- permanent or temporary, which has at least a living room and a lavatory with or without kitchen;
- (n) "Subletting" means letting out of a DMRC accommodation partly or wholly by an allottee to any person outside allottee's family and close relations; (Amended as per approval dated 25.05.2021, File No. D-11/6/2021-HR (O and M))

- (o) "Surrender of accommodation" means vacation of accommodation after physical occupation of the accommodation by the allottee on his own volition during the allotment period;

3. Types of Accommodation and eligible pay scales

3.1 There are 6 types of accommodation in the DMRC Staff Quarters. The description of the same is given under.

Type	Eligible Pay Scale	Accommodation
Transit Flats (Type-II)	All scales up to Rs. 35,000 – 110000 (Non-Sup.)	1 Bed room-cum- Drawing room + WC + Kitchen + Balcony
Type-II		1 Bed room + Drawing room + WC + Kitchen + Balcony
Type-III	From Rs. 37000 – 115000 upto Rs. 50000–160000 (Non-executives only)	2 Bed room + Drawing room + WC + Kitchen + Balcony
Type-IV	Rs. 50000 – 160000 and Rs. 60000 - 180000 (Executives only)	3 Bed room + Drawing room + WC + Kitchen + Balcony
Transit Flats (For executives only)*		1 Bed room + Drawing room + WC + Kitchen + Balcony
Type-V	Rs. 70000 - 200000 and above (Dy. HODs only)	3 Bed room + Drawing room + WC + Kitchen + Balcony + 1 servant quarter

For Trainees Hostel (Ref.: Office Order No. O&M/R&T 001 of 2010 dated 01.01.2010)

For Permanent Hostel (Women only) (Ref. Office Order No. O&M/HR-405 of 2020 dated 07.10.2020)

>Availing hostel facility will not affect seniority in staff quarters priority list.

*Transit Flats (for executives) are allotted on a first-come first-serve basis, on payment of 100% HRA.

4. Pooling of DMRC Staff Quarters

4.1 The distribution of quarters of various types amongst the various pools will be as under.

S. No.	Name of Pool
1.	Civil
2.	Electrical

3.	S&T
4.	Operations
5.	Rolling Stock
6.	General (Includes HR, Finance, Legal, Stores, Training Institute etc)
7.	Common (For Executives only)

4.2 The distribution of quarters of various types amongst the various pools at different locations will be as under:-

S. No.	Pool	Type	SPD	SVD	YB D	NJF D	MDD	BG D	AJD	MKD	GGD	VN D	NAND	TOTAL
1	Operations	II	17	19	10	29	10	34	29	48	14	34	0	244
		III	101	118	0	66	76	58	21	66	33	37	0	576
		Transit-II	19	0	0	0	0	0	0	0	0	0	0	19
2	Rolling Stock	II	23	27	13	40	13	47	40	67	21	47	0	338
		III	31	37	0	20	24	18	7	20	10	12	0	179
		Transit-II	26	0	0	0	0	0	0	0	0	0	0	26
3	Electrical	II	21	24	12	36	12	42	36	60	18	42	0	303
		III	31	37	0	20	24	18	7	20	10	12	0	179
		Transit-II	23	0	0	0	0	0	0	0	0	0	0	23
4	Civil	II	4	5	2	7	2	8	7	12	4	8	0	59
		III	20	23	0	14	15	12	4	13	6	8	0	115
		Transit-II	5	0	0	0	0	0	0	0	0	0	0	5
5	S&T	II	17	19	10	29	10	34	29	48	14	34	0	244
		III	31	37	0	20	24	18	7	20	10	12	0	179
		Transit-II	19	0	0	0	0	0	0	0	0	0	0	19
6	Gen	II	2	2	1	3	1	3	3	5	1	3	0	24
		III	7	8	0	4	5	4	1	4	3	3	0	39
		Transit-II	2	0	0	0	0	0	0	0	0	0	0	2
7	Common	IV	42	6	42	12	6	8	6	10	0	8	30	170
		V	0	0	0	0	0	0	0	0	0	0	6	6
		Transit-Executive	0	0	0	0	0	0	0	0	0	0	11	11
OTHERS (Crèche, Gym, Guest House etc.)			13	4	0	0	0	0	1	1	0	0	1	20*
Total			454	366	90	300	222	304	198	394	144	260	48	2780

*Other flats = Ajronda (1), Mukundpur (1), New Ashok Nagar (1), Sarita Vihar (4), Shastri Park (1 + 12 guest house)

(Row at S. No. 2 – Type-II and Total, amended as per approval dated 25.05.2021, File No. D-11/6/2021-HR (O and M))

5. Distribution of Staff Quarters among various departments

5.1 Depending on the staff strength in various departments, the following percentage of pool-wise distribution will be implemented:

S. No.	Pool	Current distribution (%) of staff quarters		
		Type-II	Type-III	Type- IV & V
1	Operations	20	45	NA
2	Rolling Stock	28	14	
3	Electrical	25	14	
4	S&T	20	14	
5	Civil	5	9	
6	General	2	3	
7	Common*	NA		100%

*Pool-wise Allotment is not applicable for executives. Allotments for all executives shall be done from a Common Pool.

6. Eligibility Criteria

6.1 All regular employees of DMRC are eligible for allotment of DMRC Staff Quarters. The following scale of pay shall be taken into account for the type of accommodation shown against each.

S. No	Staff in Pay Scale	Eligibility for type of quarter
1	All scales up to Rs. 35,000-110000 (Non-Sup.)	Type-II accommodation of concerned pool
2	From Rs. 37000-115000 upto Rs. 50000-160000 (Non-executives only)	Type-III accommodation of concerned pool
3	Rs. 50000-160000 & Rs. 60000-180000 (Executives only)	Type-IV accommodation of concerned pool
4	Rs. 70000-200000 and above (Dy. HODs only)	Type-V accommodation of concerned pool

*No quota will be applicable on the basis of pay scale.

- 6.2 The allotment of accommodation to an employee under suspension shall be made as if suspension has not taken place.
- 6.3 In case of absconding employees, allotment will not be given, but seniority will be kept on hold.
- 6.4 The seniority of employees who are posted at outstation offices/projects will be maintained till the time they return and allotment will be done to the subsequent employees in the list. (Modified vide O.O. No. O&M/HR-137 of 2021 dated 18.05.2021)

- 6.5 The names of employees proceeding on deputation will be removed from the priority list. Upon repatriation, the employee may register afresh for DMRC staff quarters, and his/her seniority will be placed at the bottom of the list.

(Ref: vide O.O. No. O&M/HR-137 of 2021 dated 18.05.2021)

7. Priority List

- 7.1 (a) For availing staff quarter facility, registration will be prerequisite for which registration form as per Annexure I has to be filled and sent to the HR Department. The location preference will have to be filled as per Annexure II and submitted to the Staff Quarter Allotment Committee of the respective department.
- (b) The applications received will be added type-wise in the list as per procedure outlined below.
- (c) Each time there is an upgradation in eligible type of quarter, the employee shall have to apply afresh.
- (d) No application shall be entertained for accommodation within six months of date of superannuation.
- 7.2 The calculation of date of priority and preparation of waiting lists for all types of accommodations shall be as under:

The date of priority for all types of accommodation shall be determined on the basis of the date and time of registration by the employee on ESS portal for the eligible type of accommodation.

Till time, the online registration process is not available, the following parameters will be used to determine priority: -

- a) Where the priority date of two or more employees is the same in any pool, the inter-se seniority shall be determined on the basis of the basic pay scale i.e. the employees who have a higher pay scale shall be senior in the waiting list.
- b) Where the priority date and the basic pay scale of two or more employees are the same, the earlier date of joining in DMRC, shall be the next determining principle of inter-se seniority.
- c) Where the priority date, basic pay scale and the date of joining in DMRC of two or more employees are the same, the elder employee will be accorded higher priority over the other employee(s).

- 7.3 Those who are in possession of houses or flats in their own names or in the names of the members of the family at Delhi/NCR, will not be considered for allotment of DMRC quarters.
- 7.4 A common priority list shall be prepared for the quarters situated at different locations and allotment will be made as per turn & availability.
- 7.5 After promotion through LDS/LDCE or time-bound promotion, the employee shall be eligible for the allotment of lower type of staff quarter as well, if applied earlier, and seniority will be maintained in both lists.
- 7.6 In case of transfer of an employee on administrative ground to any other pool, his/her name in the priority list shall be kept in both (previous and new pool) the priority lists of quarters, with a specific remark – “He/she shall be allotted quarter on his/her turn in any priority list whichever comes earlier to avoid loss of his turn in quarter allotment in new pool” After allotment, the quarter may be transferred to new pool, to make the accountal complete.
- 7.7 In case of transfer on own request to a different pool, he/she will be treated as a fresh applicant and will be interpolated in the priority list of the new pool as per his/her date of transfer.
- 7.8 In case of employee having his/her name in any particular pool again joined post in higher grade through open market recruitment process, 50% weightage of the previous seniority (lower type) will be given and his/her name will be interpolated in the priority list of higher grade in the priority list of higher grade in new Pool. This weightage shall be given as a one-time benefit in the career of the employee.
- 7.9 **Non acceptance of offer/allotment or failure to occupy:**

Once a quarter is allotted as per the above scheme, and the staff refuses to take accommodation then his/her name will be struck from the priority list and he/she will have to pay further one month's HRA from the date of withdrawal request. Thereafter, fresh registration will be required for quarter allotment.

7.10 **Reservation in Staff Quarter**

- a) 10% of quarters will be reserved for SC and ST candidates in Type-II quarters and 5% will be reserved in Type-III and IV. However, there will be no reservation in essential staff quarters which are allotted exclusively for maintaining essential services. However, there shall be no bar in nominating essential staff from any category employee.

- b) The ratio of SC and ST employees in the reserved quota will be 2:1 and SC/ST who are already in possession of staff quarter will not be eligible for higher type of accommodation out of quota reserved for SC and ST employee.
- c) Separate waiting list will be prepared for SC/ST for Type-II, III & IV quarters.
- d) In case, there is no ST employee, the quarter will be allotted to SC employee and vice versa.
- e) In case of SC/ST employees who get staff quarters due to their seniority in the general waiting list, such allotments will not be counted against the reserved quota.

8. Allotment Procedure

8.1 Allotment of quarter to eligible employees shall be made by the nominated Committee of the pool in consultation with HR wing, in accordance with the priority list of the Pool, through a process of draw.

8.2 The following Quarter Allotment Committees have been constituted for the various pools:

S. No.	Pool	Member from concerned pool	Member from HR/O&M Branch
1	Operations	Dy.HOD/Operations	Dy.HOD/HR/O&M
2	Rolling Stock	Dy.HOD/RS	
3	Electrical	Dy.HOD/E&M	
4	S & T	Dy.HOD/S&T	
5	Civil	Dy.HOD/Civil	
6	General & Common	Dy.HOD/Finance	

Note - In case of unavailability/transfer of any committee member, concerned HOD may nominate another member in his place.

On being notified regarding vacant quarters available for allotment from HR wing, the allotment committee will issue notice/circular on intranet for informing shortlisted employees regarding allotment on the basis of willingness submitted by them and priority list for allotment before forwarding their names to the HR department, so as to avoid withdrawals after issuance of allotment orders. This exercise shall be completed by the committee within 15 days of receipt of note regarding vacant quarters for allotment.

8.3 On the basis of allotment made by the Committee, allotment orders will be issued by the nominated officer (AM/Manager for Type- II, III & IV and Dy. HOD for Type- V) in the HR/O&M department.

8.4 **General Rules for allotment:**

(a) 10 days' time will be given from the date of allotment order for taking occupation of the staff quarter.

(b) Also, during the aforesaid 10 days period the allottee shall visit the staff quarter allotted to him/her and verify its condition. If any problem related to civil or electrical work is found, the issue should be reported to the concerned department of the staff quarter premises who will acknowledge in writing to the HR department that handover was on hold due to pending works. The date of releasing the quarter for occupation, upon completion of repairs etc. will be clearly mentioned. 7 days' time after the release date will be given for shifting, after which HRA deduction will be made.

(c) Further, in case an allottee residing in staff quarters is allotted another staff quarter, but the allottee has failed to occupy the allotted staff quarter and continues to occupy accommodation in previous staff quarter beyond 10 days of the allotment order, the allotment to new staff quarter is liable for cancellation. However, a further grace period of maximum 20 days will be given upon request of employee on medical/academic session grounds etc., backed by relevant documents, if approved by HOD/HR/O&M. If the employee has still not vacated the previous accommodation, the allotment to new staff quarter will be automatically cancelled, and the employee will have to register afresh.

8.5 After the allotment of a quarter to an employee, a declaration/agreement regarding terms of occupation shall be submitted by the allottee at the time of possession alongwith Occupation Report (Declaration at ANNEXURE III). Formats of Occupation and Vacation Reports are attached at Annexure IV and V respectively.

8.6 **License fee (Earlier known as Standard Rate):** The below-mentioned licensee fee per month will be charged by the Corporation from the allottees of its quarter and will be recovered from their monthly salary and other dues from which it can be legally recovered.

S. No.	Type	License Fee
1	Type-2 & Transit - II	Rs. 280
2	Type-3	Rs. 550

3	Type-4 & Transit - Exe.	Rs. 730
4	Type-5	Rs. 1090

- 8.7 The employee to whom a quarter is allotted shall be personally liable for the payment of rent thereof and for any damage beyond fair wear and tear caused thereto or to furniture, fixtures or fittings etc., during the period the quarter has been and remains allotted to him/her and until it is physically vacated by him/her.
- 8.8 An employee should surrender the quarter allotted to him/her by giving a notice of not less than one month to the HR department. The HRA will be withheld for the notice period. In case the notice is not given before vacation, then one month HRA will be withheld from the date of vacation. He/She will be responsible for the payment of HRA, license fee and other dues for the notice period and for any period beyond during which he continued to retain the accommodation.
- 8.9 In case of 100% disability, compassionate allotment of staff quarters, a quarter next below to the entitlement of the applicant, may be considered for allotment from the same pool to which the employee is entitled.
If a quarter of the entitled pool is not available at that time, a quarter may be borrowed from other pool, if available and the same type of quarter will be returned as and when it becomes available.
- 8.10 The employee will be liable to pay electricity, water & other charges levied by the concerned authorities for the services provided and availed of by him during the period the quarter stands allotted to him and until it is vacated by him.
- 8.11 Any deviation in the rules for out of turn allotment of a quarter can only be made with the approval of the Managing Director.

9. Open- for-all Allotment and Mutual Change of Staff Quarters

9.1 Open- for-all Allotment

- (a) Quarters of a higher type may be allotted to a person of lower pay only when no employee is desirous of getting accommodation is in the priority list for that type of quarter even after making at least 2 attempts to invite willingness.
- (b) In such an event, the quarters shall be offered on open-for-all basis to unregistered employees eligible for the same type for a limited period.
- (c) In case the flats still remain vacant, they will be offered to the senior most employee in the seniority list of the lower type of quarters, who shows willingness for allotment of the higher type of quarters. This process shall be done with the approval of Director/Operations.

- (d) A lower type of quarters, to an employee in the seniority list for higher type of quarters may not ordinarily be allotted under these rules.

9.2 Mutual Exchange of Staff Quarters

At Different Locations	At Same Location
Allowed within the same pool and same type.	
Allowed only after the minimum period of three months of occupation of quarter, provided both will not leave DMRC or the staff quarters within six months .	
Further, in case the employee leaves DMRC/Staff Quarter before six months, recovery of license fee will be done for the balance period.	
The next request for exchange will not be permissible, before expiry of two years period of materialization of the earlier request.	Allowed once in the entire service only.

* Recommendation of Nominated Committee Member of the concerned department is mandatory in both the cases.

** Mutual exchanges will not be applicable in case of open-for-all allotment and out-of-turn allotment.

Format for Mutual Exchange application is attached at Annexure VI.

10. Rules for change of quarter location

- 10.1 After allotment of a quarter to the employees, no request for change to a different location shall be allowed unless it is in interest of administration with the approval of DO.

For change of location to a different colony and to a different quarter/floor within the same colony, due to medical grounds, a 3-member committee constituted for the purpose will examine medical reports for genuinity and make recommendation to the HR department for processing the case as per availability.

However, this will be allowed only once in the entire service only.

10.2 Options for locations: -

- (a) All the staff will have to submit their location preference (upto 3 options), as per format at Annexure II.

- (b) On the receipt of vacation reports from the Civil Department, whatever quarters are vacant, as per the HR records, will be furnished to the respective department and will be allotted on the basis of priority and the location preference.
- (c) In this process, if the staff fails to get a quarter in any of his/her first three preferences then, whenever in future, if any quarter is available at these three locations, the same will be offered to the staff with higher priority and if he/she is unwilling then only it will be offered to the staff who is next in the priority.
- (d) Once a quarter is allotted as per the above scheme and the staff refuses to take accommodation then he/she will be debarred from any further allotment and fresh registration will be required for quarter allotment.
- (e) Option for location change will be entertained only once in a calendar year or whenever a staff is transferred from one location to another location on administrative grounds, only on the recommendations of the HOD.

11. Allotment of Staff Quarters under Essential Quota

- 11.1(a) 10% of staff quarters for phase III and IV will be reserved for essential staff (non-executives only, to ensure expeditious attention towards teething problems related to new technology like UTO, PDS, CBTC which may hamper train services. The concerned HOD will certify the employee as an eligible essential staff, and employee shall also agree to the terms as stipulated in the Annexure to be signed and submitted to the HR wing.
- (b) An employee having duty within 10 km radius of the staff quarter will only be eligible for the facility. Further, HOD's recommendation for the allotment will be approved by DO.
- (c) In case an employee is allotted Staff quarter under Essential Quota, he will be allowed to vacate in case of administrative transfer to DMRC projects outside Delhi-NCR without completing 3 years of stay in the staff quarters.
- (d) In case more than one application is received, the same will be put in priority as per date of application.
- (e) The essential quota quarters which remain vacant for more than 6 months, will be considered as normal quarters for allotment. Subsequently, if any request for essential quota is received, a normal quarter from the pool will be converted into essential quota to maintain the percentage.
- (f) Format for Essential Quota may be sent as per Annexure VII.

12. Miscellaneous

12.1 Allotment to employees married to each other:-

- (a) No employee shall be allotted a staff quarter if the spouse of that employee has already been allotted a government staff quarter (i.e state /central or any other PSU/CPSE's staff quarter), unless such staff quarter is surrendered.
- (b) Provided that this sub-rule shall not apply where the wife and husband are residing separately by an order of judicial separation made by any court or where a petition has been filed for the separation,
- (c) When two allottees in occupation of separate staff quarter marry each other they shall surrender one of the staff quarter within one month of marriage.

12.2 House Rent Allowance: -

A government servant shall not be entitled to House Rent Allowance if:

- a) He/She shares Government accommodation allotted rent free to another Government servant; or
- b) He/She resides in accommodation allotted to his wife/her husband or to his/her parents/son/daughter by Central government, an autonomous public undertakings or semi-government organization such as Municipality, Port Trust etc.

In case such instances are found, recovery shall be made as per applicable rules.

- ### **12.3 Extension for date of possession of staff quarter: -**
- After allotment, extension for taking possession up to 6 months may be given in genuine cases (i.e. problems faced due to ongoing academic session of children, medical condition etc.) with the approval of HoD / HR/O&M department. For this period, double license fee will be charged for availing such extension.

12.4 Retention of Staff Quarter

The rules relating to retention of DMRC Staff Quarters are as under: -

S. No.	Events	Rules for retention
1	In case of repatriation / resignation / deputation	First Two Months (On payment of license fee)
		Next Two Months (On payment of double license fee)
2*	In case of appointment for the Board level post in other organization/ mid-session repatriation/ mid-session deputation/ mid-session transfer further period if any (maximum upto academic session), beyond 4 months	Payment of four times the normal license fee
3.	Retirement, voluntary retirement, retirement on medical grounds, terminal leave or compulsory retirement under FR 56 (J)	Six months on normal license fee
4.	Dismissal or Removal from service, termination from service, or unauthorised absence without permission, or compulsory retirement under CCS (CCA) Rules 1965.	One month on normal license fee.
5.	On transfer to DMRC Project outside Delhi/NCR, where lease facility is not given.	Allotted staff quarter may be retained till transfer back on payment of license fee and HRA, at places where lease facility is not given.
6	To eligible ward/spouse in case of death of the allottee or in case of missing persons (from date from which police authority has certified the employee to be missing)	Six months on normal license fee and further six months on double license fee
7	Study leave	Actual period of study leave, or two years, whichever is earlier.

*Item No. (2) will not be applicable in case of resignation other than Board level post.

12.5 The allottee shall reside in the accommodation allotted to him with his family and close relations. An employee who has been allotted a quarter of the Corporation shall not sublet any portion of it. The servant quarters and garages if any, attached to the quarters shall be used only for bonafide purposes including residence of the servants of the allottee or such other purposes as may be permitted by the Corporation.

12.6 If any employee to whom a quarter is allotted, unauthorizedly sublets any portion of, or uses the quarter for any purpose other than his/her 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, or uses/occupies common areas in the staff quarter premises by placing own furniture, almirahs, etc, around fire hydrants, or common passage areas leading to danger in case of fire safety or other emergencies; provided therein, or conducts himself/herself in a manner prejudicial to the maintenance of harmonious relations with the neighbors, the management may without prejudice to any other disciplinary action, that may be taken against him/her, may cancel the allotment of the quarter.

Also, the concerned department can clear the common area of residents' personal belongings without prior intimation/notice. Repeated violation (more than twice) can lead to cancellation of the accommodation upon recommendation of RRA.

- 12.7 When an employee or his/her family continues to be in occupation of a quarter of the Corporation, whose allotment in his/her favour has been cancelled or is deemed to be cancelled, he/she will be liable to pay penal rent for use of the quarter equal to one month's basic pay of the allottee w.e.f. the date of cancellation/overstayal of the allotment.
- 12.8 After allotment order is issued, cancellation of staff quarter allotment due to administrative reasons shall be done with the approval of DO. For such employees the priority will be maintained as prior to allotment.
- 12.9 Notwithstanding the provisions contained in para-12.4 above, the Director/Operations may, on his/her discretion and sole administrative convenience, allow an employee in whose case the allotment of a quarter has been or is deemed to have been cancelled to continue to retain the quarter for a period of 6 months more or till the end of the academic year whichever period is shorter on grounds of education of children, on payment of twice the license fee.

13. Interpretation and Relaxation

- 13.1 The Managing Director has the power to interpret these rules and in case of doubt / dispute, his / her decision will be final. He / She shall have the power to relax/ delete / modify / revise etc. any of the rule provisions in individual cases of hardship with reasons to be recorded in writing.

Annexure - I

PERFORMA FOR REGISTRATION OF STAFF QUARTER OF O&M DIVISION.

S. No	Particulars	Details
1	Name of Employee	
2	Employee No.	
3	Designation	
4	Department/Section	
5	Date of Joining /Appointment	
6	Basis of Recruitment (Direct/ Contract/ Deputation)	
7	Date of Birth	
8	Category (GEN/OBC/SC/ST)	
9	Place of Posting	
10	Pay Scale	
11	Permanent Address	
12	Present Address	
13	Email ID	
14	Mobile No. / Ext. No.	
15	Additional Information, if any	

Declaration

I,....., hereby declare that **I have/have not** possessed a Flat/House, either in myname of my family members in Delhi.

I, also certify that the information given above is true & correct as per my knowledge & nothing has beenconcealed by me.

Date: _____/_____/_____

(Signature of the Employee)

Countersign of
Controlling Officer

Dy. HOD (Concerned Department)

Dy. HOD/HR/O&M

**PROFORMA FOR SUBMITTING WILLINGNESS/PREFERENCE FOR ALLOTMENT OF
STAFFQUARTER OF COMMON POOL (O&M)**

Name of Employee _____ Emp. No. _____

Designation _____ Pay Scale _____

Deptt. _____ Depot _____

Place of work _____ Mobile No. _____

Intercom No. _____ E-mail ID _____

Eligible for staff quarter Type(s) :Type-IV Type-V*

Options for Location: Choose any location(s) (Maximum 03) by putting Tick mark (✓) in front of it.

Name of location(s) in Alphabetical order	Tick mark ()
AJRONDA (for type-IV)	
BAHADURGARH (for type-IV)	
NAJAFGARH (for type-IV)	
NEW ASHOK NAGAR * (for type-IV & V both)	
MUKUNDPUR (for type-IV)	
MUNDKA (for type-IV)	
SARITA VIHAR (for type-IV)	
SHASTRI PARK (for type-IV)	
VINOD NAGAR (for type-IV)	
YAMUNA BANK (for type-IV)	

Or,

Unwilling for Staff Quarter:

I am not willing to take staff quarter; please remove my name from priority list.

Date: _____

Signature of the employee

HOD/Dy.HOD/Controlling Officer**Dy.HOD/HR/O&M**

**PROFORMA FOR SUBMITTING WILLINGNESS/PREFERENCE FOR ALLOTMENT OF STAFF
QUARTER OF O&M Division**

Name of Employee _____ Emp. No. _____

Designation _____ Pay Scale _____

Deptt. _____ Depot _____

Place of work _____ Mobile No. _____

Intercom No. _____ E-mail ID _____

Eligible for staff quarter Type(s) :Type-II Type-III

Options for Location: Choose any location(s) (Maximum 03) by putting Tick mark(✓) in front of it.

Name of location(s) in Alphabetical order	Tick mark ()
AJRONDA	
BAHADURGARH	
GURUGRAM	
NAJAFGARH	
MUKUNDPUR	
MUNDKA	
SARITA VIHAR	
SHASTRI PARK	
VINOD NAGAR	
YAMUNA BANK	

Or,

Unwilling for Staff Quarter:
 I am not willing to take staff quarter; please remove my name from priority list.

Date: _____

Signature of the employee

HOD/Dy.HOD/Controlling Officer**Concerned Department(Staff Quarter Allotment Committee)**

DECLARATION / AGREEMENT

1. I accept the allotment of DMRC staff quarter no. _____ at _____ as per the Office Order No. _____.
2. I and my family residing with me agree to abide by the DMRC Housing Allotment Rules as amended and in force from time to time.
3. I declare that I or any members of my family do not possess Flat/House in Delhi.
4. I agree to abide by directions of RRA with respect to staff quarters.
5. I agree to pay the rent and other dues for the quarter allotted to me at such rates as may be fixed by the Corporation from time to time and the same may be recovered from my monthly salary.
6. I shall be personally liable for the payment of rent for the quarter allotted to me and for any damages beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings, etc. during the period of the quarter remains allotted to me and until it is physically vacated by me.
7. I agree to pay the electricity, water and other charges levied by the concerned authorities and I shall be personally responsible for any loss sustained by the Corporation due to non-payment of bills etc.
8. I agree to keep my surrounding common premises clean and free of personal items.
9. I shall not sublet or share any portion of the quarter allotted to me. The servant quarters and garages if any, attached to the flat shall be used only for the bonafide purpose or such other purposes as may be permitted by the Corporation.
10. I shall not make any addition/alteration to the premises allotted to me without the prior permission of the Corporation.
11. I agree to vacate the flat on cancellation of the allotment or when the allotment deemed to be cancelled and in the event of me or my family's continued occupation of the quarter. I agree to pay penal rent as per rules with effect from the date of cancellation of the allotment.

Place: - - - - -

Date: - - - - -

(Signature of allottee)

Name:

Designation:

Emp. No.:

OCCUPATION REPORT

Location: _____

Name of employee, Emp. No. & Designation	Flat No.	Details of family members / dependents who are going to reside with the allottee	Remarks about deficient/missing fittings, fixtures etc., if any*	Date of Occupation	Signature of employee

*In case of deficient/missing fittings-fixtures, counter signature of concerned supervisor of Works and E&M Department may be obtained by the allottee.

Reason for delay in handover due to Civil / E&M works, if any.	
Any other remarks: (To be marked by concerned supervisor of Works / E&M Department)	

**Taking Over by
(Signature of Allottee)**

**Handing over by
(JE/E&M)**

**Handing over by
(JE/Works)**

VACATION REPORT

Location: _____

Name of employee, Emp. No. & Designation	Flat No.	Details of family members / dependents who were residing with the allottee	Remarks about deficient/missing fittings, fixtures etc., if any*	Date of Vacation	Signature of employee

*In case of deficient/missing fittings-fixtures, counter signature of concerned supervisor of Works and E&M Department may be obtained by the allottee.

<p>Remarks, if any</p> <p>(To be marked by concerned supervisor of Works / E&M Department)</p>	
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**Handing Over by
Signature of Allottee)**

**Taking over by
(JE/E&M)**

**Taking over by
(JE/Works)**

Format for Mutual Exchange of Staff Quarters

Tick only one: Mutual exchange at different locations Mutual exchange at same location

S. N.	Particulars	Details of Emp. 1	Details of Emp. 2
1	Name of Employee		
2	Emp. No.		
3	Designation		
4	Allotted staff quarter no.		
5	Type of quarter		
6	Pool of quarter		
7	Location of quarter		

Declaration: We hereby consent to exchange our staff quarters as per stipulated terms and conditions. We further declare that in case our request is accepted, we will not leave DMRC or the staff quarters within six months, otherwise recovery of License Fee will be done for the balance period from the leaving employee(s).

(Signature of Emp. 1)

(Signature of Emp. 2)

AM/Manager

AM/Manager

Dy. HOD

Dy. HOD

(Recommended by)

Dy. HOD of Staff Quarter Committee of concerned Pool

Dy. HOD/HR/O&M

Application for Allotment of Staff Quarter under Essential Quota**Ref: O.O. No. 100/2021 dated 07.04.2021 “DMRC Housing Allotment Rules” 2021**

The undersigned is deployed in _____ and is desirous of being allotted staff quarter at _____ (Location name). I hereby agree to the following conditions of allotment under Essential Quota:

1. Employee has agreed to be deployed/rotated within the line depot.
2. Employee has agreed to attend all types of failure/faults under odd hours.
3. Employee has agreed to hold allotted staff quarter for the period of minimum 03 years.
4. An employee having duty within 10 km radius of the staff quarter will only be eligible for the facility.

Signature of Employee**Name:** _____**Emp. No.:** _____**Designation:** _____

Employee has been trained and found competent for working in the new technology specifically for U.T.O, PSD and CBTC in phase – III and IV. It is certified that the above employee is an eligible essential staff, and agrees to the terms for allotment under Essential Quota as stipulated in the DMRC Housing Allotment Rules (2021). He/She may be allotted the flat under 10% essential quota as under:-

S. N.	Name of Employee	Emp. No.	Designation	Department	Type	Colony Name

Concerned HOD**HOD/HR/O&M**

**Metro Bhawan Fire Brigade Lane, Barakhamba Road,
New Delhi - 110001, India**

