

### 1.3 HPPCL Service Rules

#### 1. Short Title

These rules may be called **Himachal Pradesh Power Corporation Limited Service Rules.**

#### 2. Definitions:

In these rules, unless there is anything repugnant in the subject or context:

- A. “**Appointing Authority**” in relation to an employee means the authority empowered by the Management to make appointment to the category or grade of post in which the employee for the time being is included or to the post in which the employee for the time being holds.
- B. “**Board**” means the Board of Directors of the Corporation.
- C. “**The Corporation**” means Himachal Pradesh Power Corporation limited.
- D. “**Competent Authority**”- with reference to the exercise of any power under the Rules means ‘Executive’ or Authority to whom such powers are delegated by the Management either in general or in particular.
- E. “**Management**” means the Board of Directors, the Chairman, Director (personnel) or any other Executive of the Corporation so authorized.
- F. “**Apprentice/Trainee**” means a learner who is paid a stipend during the period of his apprenticeship/training excluding Apprentices taken under Apprenticeship Act 1961.
- G. **Note:** The terms and conditions of employment and the period of training of all apprentices/trainee will also be governed by the contract of apprenticeship/employment and service bond will be subject to the rules or orders framed by the Management from time to time.

- H. **“Casual Employee”** means an employee whose employment is of occasional or casual nature.
- I. **“Daily Rated Employee”** means a casual employee appointed on daily wage rates.
- J. **“Employee”** means a person appointed to a regular post in the Corporation to do any work.
- K. **“Part-time Employee”** means an employee who is not appointed to work on full-time basis.
- L. **“Probationer”** means an employee who is provisionally employed with a view to being considered for appointment on the regular establishment of the Corporation.
- M. **“Regular Employee”** means an employee who has been engaged in a vacancy on the regular establishment of the Corporation and except in the cases of those who are exempted from probation as laid down hereunder, has been declared in writing to have satisfactorily completed his probation period in one or the other post.
- N. **“Temporary/Contract Employee”** means an employee who has been engaged on a temporary basis or against a temporary post for a specific period.
- O. **“Employee on Deputation/ Secondment/ Foreign Service”** means when an employee of some other organization is deputed for service in the corporation at its request or vice versa, he is said to be on Deputation/Secondment/Foreign Service.
- P. **“Notice”** means any communication in writing or affixed on the Notice Board.
- Q. **“Notice Board”** means the Notice Board specially maintained in a conspicuous place at or near the main entrance or entrances of the establishment for the purpose of displaying notices.
- R. **“Executive”** means an employee holding a post in the executive cadre of the Corporation.

S. **“Non Executive”** means an employee who is not an executive.

### **3. Classification of Employees:**

The employees of the corporation shall be classified as:

- A. Regular
- B. Probationer
- C. Temporary/On Contract
- D. Casual/Daily Rated/Muster Roll
- E. Part time Apprentice/trainee
- F. On Deputation/Secondment/Foreign Service

These employees are further categorized as Executives and Non executives.

### **4. Scopes and Application:**

These Rules shall be applicable to all employees of HPPCL except:

- A. Employees governed by the Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946 to the extent of the provisions of the said Standing Orders.
- B. Employees on Deputation or/and Secondment and/or Foreign Service from the Government, Public Sector undertaking or semi Government organization unless the terms of Deputation/Secondment otherwise stipulates.
- C. Casual/Daily Rated/Muster Roll/Part-Time employees in whose case, Rules 6, 11, 12, 13, 14, 20, 22, 24 and 26 and other provisions of the other Rules specifically made applicable, wholly or partially, to such employees shall however apply.
- D. Any other employee who may be excluded, at the discretion of the Management, from operation of any or all of these rules wholly or partially.

## **5. Exhibition of Service Rules:-**

A copy of these Service Rules (and order passed by the Management in pursuance thereof) shall be affixed on the Notice Board.

## **6. Amendments to and Interpretation of Service Rules:**

- A. These Service Rules may be amended, modified, altered or rescinded from time to time by the Board and shall take effect in accordance with the orders issued.
- B. All amendments, modifications, alterations or additions made to these service rules and any notices, orders or instructions issued there under shall be notified from time to time and affixed on the Notice Board.
- C. If any doubts arise relating to the correct interpretation of these rules, the decision of the Management thereon shall be final and binding.
- D. These rules shall be subject to the Corporations and Articles of Association.

## **7. Appointments:**

Subject to HPPCL recruitment policy and procedure, the following conditions shall apply to all appointments in the Corporation:

### **A. Age.**

- i. The age of person at the time of appointment to the service of the Corporation shall not be less than 18 years and shall not exceed the upper age limit including any relaxation thereof as prescribed by the Management.
- ii. Every Employee must declare on his first appointment his date of birth according to the Christian Era, and produce confirmatory evidence i.e. Matriculation or School Leaving Certificate.

## **B. Conviction by court etc.**

The fact about any criminal proceedings pending in any court of law, conviction by court of law or any other fact which could debar him from entering in to the service of Government/Public Undertaking or existence of any subsisting contract of service with any other employer must be clearly conveyed at the time of making application and subsequently, if such a thing has happened after submission of the application obtaining appointment or joining the service of the Corporation.

## **C. Medical Fitness:**

Every candidate appointed to a post in the Corporation shall be required to undergo a medical examination by the Corporation's authorized Doctor/medical board. His/her appointment will be subject to his medical fitness as per prescribed standards for the post. The opinion of the Corporation's authorized Doctor/medical board in this regard shall be final. This shall, however, not applied to an internal candidate of the Corporation or to the candidate who comes from Central/ State Governments or Public Sector Undertaking who has already been medically examined and declared at the time of his initial appointment. His confirmation on initial appointment however, will be made only after it has been ascertained with the previous employer viz. Central/State Government of Public Sector Undertaking as the case may be, that he had been medically examined any time during the period of the employment of the Corporation.

## **D. Verification of Character and antecedents:**

Confirmation on initial appointment in the Corporation shall be subject to satisfactory verification of character and antecedents in the prescribed form by the prescribed authority in accordance with the directives issued by the Government from time to time except, in the case of employees who are selected from Government/Semi Government/Public Sector Undertakings, provided however that in such cases, copies of the verification reports or a certificate to that effect is obtained from his previous employer before the employee is confirmed

in the service of the Corporation such verification if considered necessary may be obtained subsequently at any time during the course of employment.

## **8. Liability for Service:**

- A. An employee in the service of the Corporation shall be liable to be transferred to any of its project, division, office, or any other place or location or job where he may be posted for any of the company's work in any part of the country or abroad as may be require competent authority.
- B. An employee shall be liable to be transferred on deputation/Foreign Service to any department of the Government or any of the Public Sector Undertaking anywhere in India or abroad at the discretion of the Management subject to the condition that the terms and conditions in the totality on such transfer shall not be inferior to those applicable to him in the Corporation immediately prior to the transfer.
- C. Liability for Defence service:

All Engineering or Medical Graduates appointed to any post in the Corporation, if so required by the appointing authority , be liable to serve in any of the Defence Services or in posts connected there to for a period up to 4 years including the period spent on training, if any. Provided that unless the Govt. of India decides otherwise, such person shall not:

- i. Be required to serve as aforesaid after the expiry of 10 years from the date of their appointment;
- ii. Ordinarily be required to serve as aforesaid after attaining the age of 40 years in the case of Engineering Graduates and after attaining the age of 45 years in the case of Medical Graduates.

## **9. Probation and Confirmation:**

Unless otherwise provided in the terms of appointment or any other agreement or award, the following rules shall govern the probation and confirmation of an employee:

- A. All employees on first appointment in the service of the Corporation including employees appointed on probation for a period of 1 year during which period their performance will be watched with a view to determining their suitability for confirmation against the regular post.
- B. The following categories of employees shall be exempted from the requirement of probation:
  - i. Permanent employees of the Govt., Semi Govt. Organisation and regular employees of public sector undertakings who join initially on Deputation/Foreign service/Secondment for a period prior to their permanent absorption in the service of the Corporation.
  - ii. Permanent employees of the Govt., Semi Govt. Organization and regular employees of public sector undertakings who are entitled to retain lien in the previous posts as per rules of the said Organizations provided they surrender their lien on the service of the previous employer.
- C. Employees appointed to posts of General Manger or equivalent rank and above.
- D. An employee who is on Deputation/Secondment/Foreign Service or an employee who retain lien on the service of the previous employer shall be deemed to be confirmed as a regular employee with effect from the date he surrenders lien on the service of the previous employer. In respect of other employees who are exempted from probation under these rules, they shall be deemed to be confirmed as regular employees w.e.f. the date of joining the service of the Corporation.

- E. The period of probation may be extended at the discretion of the competent authority but will not be extended by more than one year save for exceptional reasons to be recorded in writing.
- F. Unless exempted under these rules, every employee appointed in the Corporation's service will be issued a formal order of confirmation on satisfactory completion of probationary period or the extended period of probation, as may be applicable. The employee will be deemed to be on probation until so confirmed in writing.
- G. An order relating to confirmation or extension of probation will normally be communicated within one month from the date of completion of the probationary period or extended period of probation. Non-Compliance of this stipulation will not, however, result in automatic confirmation of the employee.
- H. If during the probationary period or extended period of probation, the performance, progress and general conduct of the employee are not found satisfactory up to the standard required for the post, his services are liable to be terminated at any time by giving such notice/or payment of salary in lieu thereof without assigning any reason provided hereinafter.

#### **10. Training:**

Employees are liable to undergo such training/ induction/ refresher course for such period and undertake such examination/tests, as may be prescribed by the Management from time to time.

#### **11. Hours of work and Attendance:**

- A. Every employee shall comply with such instruction as are issued from time to time relating to attendance, arrival and departure, the period and hours of work for different classes of employees. Every employee shall be at work at the time fixed and notified by the competent authority from time to time.



- B. Attendance shall be marked daily according to the method prescribed by the Management from time to time.
- C. Employees who are required to sign in attendance register will mark the time of reporting for duty as per instructions issued by the competent authority from time to time.
- D. Absence from duty including absence due to late coming shall be reckoned as follows:
  - i. An employee who does not report for duty on time may not be taken on work, and his absence for 6<sup>th</sup> day will be treated at the discretion of the Competent Authority, as leave with or without pay or as absence from duty.
  - ii. Nothing in this rule shall prejudice the right of the Management/Corporation for deduction of wages for the period of absence and/or for taking disciplinary action against the delinquent as per conduct, discipline & Appeal Rules.

## **12. Holidays:**

- A. The list of festivals/holidays shall be notified but the Management in the beginning of the year any time thereafter, if necessary.
- B. Casual Employees will be entitled only to the three National Holidays subject to their being on duty on the working day preceding and succeeding the holiday.

## **13. Entry and Exit:**

Every employee shall enter and liable the Corporation's premises by such gates as may be prescribed. Employees entering or leaving the premises are liable to be detained and searched by such staff as may be authorized for this purpose by the Management.

#### **14. Identity Card:**

- A. Every employee of the Corporation would be provided with and identity card.
- B. Every employee shall show his identity card if required to do so by the representative(s) of the Corporation authorized to check the card and regulate entry of persons to the premises of the Corporation.
- C. The first issue of the card will be free of charge. Loss of the card shall immediately be reported by the employee to the Management. A new card shall be issued on payment of such charges as may be prescribed form time to time.
- D. Every employee leaving the service of the Corporation for any reasons whatsoever shall surrender his identity card.

#### **15. Change of Address:**

Every employee must notify to the Management his residential address on joining the Corporation's service and must also notify any changes therein.

#### **16. Payment of Wages during Employment:**

- A. Wages due to an employee shall be paid before the expiry of the seventh/tenth day after the last day of the wage period in respect of which the wages are payable in accordance with provisions of the Law.
- B. Any wages due to an employee by not paid on the prescribed day on account of their being unclaimed shall be paid on subsequent working days on demand by the employee during the time fixed by the Management.
- C. All claims for unclaimed wages must be submitted within 3 years from the date on which the wages became due to the employees. If no claim is made for the unclaimed wages within a period of three years, the claim would be treated as time-barred.

- D. Deductions from Wage Bills. Deductions from the wages of an employee may be made for the following purposes:
- i. For house accommodation provided by the Corporation.
  - ii. For amenities and services supplied by the Corporation.
  - iii. For recovery of advances or for adjustment of over-payments.
  - iv. Income tax or any other tax levied by the Government.
  - v. Deduction required to be made by orders of a Court or other authority competent to make such order.
  - vi. For refund of any advance taken from the Employee's Provident Fund.
  - vii. Deductions made with the written authorization of the employee for:
    - a) Payment of Life insurance premium or for the purpose of purchase of Govt. securities or investment in Small Saving Securities or the like as may be decided by the Corporation.
    - b) Payment of subscription or other charges due to any employee's Clubs duly recognized by the Corporation.
    - c) Payment of subscription or contribution to Provident Fund or any other Fund sponsored or approved by the Corporation or to comply with any statutory requirement.
  - viii. Deduction of amounts due to the Corporation from an employee on any account.
  - ix. Any other deductions made with the written authorization of the employee concerned.

- x. Fines.
- xi. For unauthorized absence from duty.
- xii. For damage to or loss of goods expressly entrusted to the employee for custody or for loss of money for which he is required to account.

**17. Overtime:**

The Management reserves the right to require any employee to work overtime including work on weekly holidays and festival holiday's in accordance with the instructions of the Management issued from time to time. He is also liable to be called for duty anytime. For such overtime work done, compensatory off or overtime allowance payment, as admissible under rules/law, will be allowed to such categories of employees and at such rates as may be specified by the Management from time to time.

**18. Pursuing Higher Studies:**

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

**19. Official Tours:**

An employee shall be liable to proceed on tour in the course of his official duty to any place within India or abroad as and when so required by the Management for which he shall be paid as per TA rules of the Corporation.

**20. Removal of Books, drawings and other Papers etc. outside Corporation's Premises:**

- A. No employee shall carry with him outside the Office/Project premises any papers, books, drawings, photographs, instruments, apparatus, documents or any

other property of the Corporation except with the approval of the competent authority.

- B. Any document or information received or obtained by an employee, during the course of his official duty, from outside sources shall be the property of the Company.

## **21. Inventions:**

- A. Within 1 month of taking up employment with the Corporation, it shall be incumbent on every employee who has taken out or applied for, either individually or jointly with any other party, patents or is in possession of any inventions/discoveries, to furnish to the Corporation a list of such patents taken out or applied for and the titles and nature of the inventions/discoveries in his possession and demonstrate if so required by the Management.
- B. In the course of any investigation undertaken by him in the employment of the Corporation or within a period of 5 years after the termination of his employment with the Corporation, if any employee makes any invention or discovery which can be reasonably deemed to be in consequence of his employment in the Corporation, he shall hold them in trust on behalf of the Corporation and shall forthwith disclose to the Corporation full and complete description and nature of the said invention and the mode of performing the same. He shall not publicize the results without the approval of the Corporation. The Corporation shall have the absolute discretion to adopt, use, permit, assign, change or transfer patents for such invention/discoveries.

## **22. Safety**

Employees shall be found to observe safety rules as notified from time to time by the Management and to use safety equipment and take other precautions as are necessary. Breach of safety regulations shall be deemed to be misconduct and the employee shall be liable to punishment.

## **22.1 Visits abroad-issues of NOC for Passport:**

For facilitating the employees to obtain Indian Passports for visiting abroad, issuance of No Objection Certificates for obtaining passports should be regulated as under.

- A. The request of the employee for issuance of NOC should be forwarded through proper channel and should contain the certificate of the controlling officer to the effect that he has got no objection for the employee visiting abroad.
- B. The employees should indicate the purpose for which the passport is sought to be obtained.
- C. The likely duration of visit abroad and necessary details like estimated financial expenditure on the proposed visit, the person who shall bear the financial liability, the sources of funds, etc. should also be indicated by the employee.
- D. There should be no vigilance/disciplinary case pending/ contemplated against the employees.

Subject to the above, the aforesaid NOCs can be issued by executives of the P&A department at the Dy. Manager level.

## **23. Forwarding of Application for Employment elsewhere:**

- A. For employment outside HPPCL:
  - i. During probation period, no application will be forwarded.
  - ii. Subject to 23 A iii, after an employee has been promoted, no application will be forwarded during the first year after promotion. Thereafter four applications per year may be forwarded.
  - iii. No application will be forwarded during the first one year till an employee completes probation on initial appointment. Thereafter, four applications per year can be forwarded. In cases of employees whose probation are deemed to have been

satisfactorily completed by the competent authority, but where closure of probation is withheld on account of non-receipt of character and antecedent verification reports from District Authorities, forwarding of application may be permitted as per Rules.

- iv. Regular employees of HPPCL who have completed 5 years of service and are selected for appointment in other Government/Public Sector Organization against applications duly forwarded by the Corporation may, on specific request, be permitted at the discretion of the Management to retain lien in HPPCL for a period of one year extendable by one more year, subject to the condition that leave salary contribution and CPF contribution (both the employee's and employer's shares) are paid to HPPCL either by the employee himself or by the new employer.
- v. Application from Persons who have executed service bonds with HPPCL will not be forwarded during the period for which they are liable to serve the Corporation in the terms of service bond
- vi. Applications from employees who remain in the same scale of pay for a period of 5 years or more, may be forwarded without any restriction on the number of application

B. For employment in Corporation's Projects and Corporate Office:

Applications of departmental candidates in response to open advertisement or internal circulars for appointment to the next higher grade may be considered if the applicant fulfills the job specifications advertised and has completed probation period.

## 24. Termination of Service:

Eventualities: Subject to provisions for law for the time being in force, an employee's services may be terminated in any of the following ways:-

A. Termination in terms of service contract

Termination on unsatisfactory performance during the period of probation.

B. Resignation

C. Retirement

D. Medical Unfitness

E. Death

F. Dismissal or removal from service as a result of disciplinary action.

A. In terms of service contract, the service of an employee may be terminated by giving such notices or pay in lieu thereof as may be prescribed in the contract of his service. In the absence of any such specific provision in the contract of service, the services of the employee may be terminated in the following manner:

- i. Services of a temporary employee shall stand automatically terminated at the end of the period as specified in the order of appointment or on completion of work for which he was engaged, whichever is earlier. The services of such an employee may be terminated even before expiry of the specified period or before completion of the said work by 1 month's notice on either side or payment of salary in lieu thereof. If the unexpired period out of the specified period is less than 1 month, the notice period or pay in lieu thereof will be correspondingly reduced.



- ii. The services of a casual employee can be terminated without assigning any reason or giving any notice.
- iii. The services of a fresh recruit on probation can be terminated without assigning any reason by giving three month's notice on either side in case of executives and one month's salary on either side in case on non-executives or payment of salary consisting of pay and dearness allowance in lieu thereof.
- iv. The services of a regular employee, unless otherwise provided in the service contract can be terminated by either side giving three months notice if he is a non-executive or payment of salary consisting of pay and dearness allowance in lieu thereof.

B. Resignation:

- i. An employee resigning from the services of the Corporation shall be required to give such notice as is prescribed in his service contract or in the absence thereof three month's notice in case of executives and one month's notice in case of non-executives.
- ii. Under no circumstances shall the resignation tendered by an employee whose conduct is under investigation, be accepted, without the sanction of the authority competent to dismiss him.

C. Retrenchment:

When it becomes necessary to resort to termination by the way of retrenchment, the same shall be carried out in accordance with procedures as prescribed in the relevant law.

D. Retirement

The date of retirement for the employees of the Corporation shall be last date of the month in which he/she attains the age of 58 years. However, in respect of employees whose date of birth is in 1<sup>st</sup> month shall retire

from the service on the afternoon of the preceding month on attaining the age of 58 years.

E. Medical Unfitness:

An employee is liable to be discharged at any time from service on being found medically unfit to continue in the service of the Corporation.

F. Death

Pay and allowances of an employee may be drawn in his name up to the day of his demise.

G. As a result of disciplinary action:

Employees may be removed or dismissed from the service of the Corporation as a result of disciplinary action in accordance with the HPPCL Conduct, Discipline and Appeal Rules.

H. Pre-mature Retirement in Public Interest:

Notwithstanding anything contained in these rules, the appointing authority shall, if it is of opinion that it is in the public interest to do so, have the absolute right to retire any employee by giving him notice of not less than 3 months in writing or 3 months pay and allowances in lieu of such notice:

- i. If he is an employee in the executive or supervisory category who had entered the service before attaining the age of 35 years and if he has attained the age of 50 years ; and
  - ii. In all other cases, after he has attained the age of 55 years.
- I. Pre-mature retirement of inefficient, corrupt and medically unfit employees (except those covered under the Industrial Disputes Act, 1947):
- i. Employees (except those covered by the industrial Disputes, 1947) who have attained the age of 50 years

and are considered to be medically unfit, inefficient or of doubtful integrity may be pre-maturely retired by the appointing authority.

ii. The criteria for judging the medical unfitness, inefficiency or doubtful integrity of employees proposed to be pre-maturely retired shall be as follows:

a) Medical Unfitness:

If an employee has been on leave continuously on medical grounds for a period of 12 weeks (including Sundays and holidays) or he has been on leave for reasons of sickness for a total of 120 days (including Sundays and holidays) or more during a continuous period of 6 months or if a person through attending duties is found to be mentally deranged, the concerned Head of Department will refer his case to the concerned Personnel Department who will get the employee examined by a duly constituted Medical Board for a thorough medical check-up and report:

- The disease he is suffering from
- Whether it is curable or incurable
- Whether the disease is infectious/ contagious
- In case of curable disease whether the person is likely to benefit to resume his normal duties within a period of 12 months.

1. If the person is not fit to resume his duties within a period of 12 months and in case of employees suffering from incurable and infectious/contagious disease or suffering from lunacy or mental derangement and whose service cannot be utilized by the company or whose attendance in office is likely to pose health hazards to others, as may be certified by the medical board, pre-mature retirement will be considered by the appointing authority on the recommendations of the concerned Personnel Department.

2. The premature retirement on medical grounds is independent of and without prejudice to the right of the company under contract of employment to dispense with the service of an employee on 3 months notice on grounds of medical unfitness in case of an employee who might not have attained the age of 50 years, as at Rule regarding medical unfitness.

b) Inefficiency

Inefficiency would be evaluated on the basis of the appraisal report. An employee who has secured unsatisfactory appraisal reports consecutively for 3 years may be deemed as fit case for premature retirement.

c) Doubtful integrity

An employee who gets adverse comments consecutively for 3 years on his integrity in his appraisal report would be recommended for pre-mature retirement.

Benefits payable on Pre-mature retirement:

An employee who has been pre-maturely retired will be entitled to the following benefits:

- a) Pay for the notice period of one/three months as may be applicable to him under his terms and conditions and service plus leave salary for the un-availed earned leave. The quantum of leave salary will not exceed the maximum limit up to which earned leave can be accumulated under the Leave Rules applicable to the employee.
- b) Full Provident Fund contribution of the employer with interest thereon in the account of the employee subject to the provisions of the Provident Fund Rules applicable to him.
- c) Gratuity for each completed year of service or part thereof as admissible under the Gratuity Rules.

- d) Transfer benefits for self and family for proceeding to home town or to the place where he intends to settle in India as admissible under the TA Rules.

For the purpose of considering the case of employees to be pre-maturely retired on grounds of inefficiency or doubtful integrity, appraisal reports of employees who have been graded unsatisfactory or whose integrity has been considered doubtful will be put up to him as reviewing officer or as higher authority.

**25. Issue of service certificate on Termination of service:**

On receipt of a request, every employee may be furnished with a Service Certificate at the time of discharge, dismissal, termination of his service, resignation or retrenchment, giving duration of his employment in the Corporation, posts held by the employee, pay scale of the last post held and pay drawn by the employee at the time of his leaving the Corporation.

**26. Return of Corporation's property, Equipment, Tolls, etc.:**

Every employee leaving the service of the Corporation shall, before leaving, return all property or equipment or tools belonging to the Corporation issued or lent to him in connection with his employment to the Corporation. The cost of such property, equipment or tools not so returned shall be deducted from his pay or the amount due to him or recovered otherwise.

**27. Vigilance Clearance**

Vigilance Clearance shall be secured in the event of following:

- A. Before giving NOC for passport.
- B. Closing of probation period.
- C. Forwarding of application to another organization.
- D. Before promotion.
- E. Before sponsoring for foreign training/ deputation/ secondment
- F. At the time of superannuation
- G. At the time of resignation
- H. At the time of proposing the name of an employee for any national award/ certificate.

\*\*\*\*\*

## **1.4 HPPCL CONDUCT, DISCIPLINE AND APPEAL (CDA) RULES**

### **Rule 1 Short title and commencement:**

1. These rules may be called HPPCL Conduct, Discipline and Appeal Rules.
2. They shall come into force on and apply to all employees employed before the date of issuance of these Rules, also including Employees on contract and those on secondment/deputation from HPSEB in whose case terms of deputation will be kept in view.

### **Rule 2 Applications:**

These rules shall apply to all employees including Employees on secondment/deputation from HPSEB except:-

1. Those in casual employment or paid from contingencies;
2. Those governed by the Standing Orders under the Industrial Employment (Standing Orders) Act, 1946.

### **Rule 3 Definitions:**

In these, rules unless the context otherwise requires:-

- A. "**Employee**" means a person in the employment of the Corporation other than the casual, work charged or contingent staff or workman defined in the Industrial Employment (Standing Orders) Act, 1946, but includes a person on deputation/secondment to the Company.
- B. "**Workman**" means a person as defined in the Industrial Employment (Standing Orders) Act, 1946, and to whom the provisions of these Rules shall not apply.
- C. "**Company**" means the Himachal Pradesh Power Corporation Limited.
- D. "**Board**" means the Board of Directors of the Company and includes, in relation to exercise of powers, any committee of the Board/Management or any officer of the Company to whom the Board delegates any of its powers.
- E. "**Chairman/Managing Director**" means the Chairman/Managing Director of the Company.

- F. "**Disciplinary Authority**" means the authority specified in the Schedule appended to these Rules and competent to impose any of the penalties specified in Rule 23.
- G. "**Competent Authority**" means the Chairman, Director (Personnel) or any other 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.
- H. "**Appellate Authority**" means the authority specified in the Schedule appended to these Rules.
- I. "**Reviewing Authority**" means the authority specified in the Schedule attached to these Rules.
- J. "**Family Members**" in relation to an employee includes:-
- i) The wife or husband as the case may be of employee, whether residing with him or not but does not include a wife or husband as the case may be separated from the employee by a decree or order of a competent court.
  - ii) Sons or Daughters or step-sons or step-daughters of the employee and wholly dependent on him, but does not include a child or step-child who is no longer dependent on the employee or of whose custody the employee has been deprived by or under any law (Employee shall declare names of such child who are not dependent).
  - iii) Any other person, related whether by blood or marriage to the employee or to such employee's wife or husband and wholly dependent on such employee.
- K. "**Public Servant**" shall mean and include a person as mentioned in Section 21 of Indian Penal Code as amended from time to time.
- L. "**Movable Property means**:"
- i) Jewellery, insurance policies, the annual premia of which exceeds (Rs. 10,000) or one-sixth of the total annual emoluments, whichever is less, shares, securities and debentures;
  - ii) All loans, whether secured or not, advanced or taken by the employee from outside agencies.
  - iii) Motor cars, motor cycles, scooter, horses or any other means of conveyance; and
  - iv) Refrigerators, radios (Radiograms and television sets).

#### **Rule 4     General:**

1. Every employee of the Company shall at all times:-
  - a) Maintain absolute integrity;
  - b) Maintain devotion to duty; and
  - c) Do nothing which is unbecoming of a public servant.
2. Every employee of the Company holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his control and authority.

#### **Rule 5     Misconduct:**

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

1. Theft, fraud or dishonesty in connection with the business or property of the Company or of property of another person within the premises of the company.
2. Taking or giving bribes or any illegal gratification.
3. Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his behalf by another person, which the employee cannot satisfactorily account for.
4. Furnishing false information regarding name, age, father's name, qualifications, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.
5. Acting in a manner prejudicial to the interests of the Company.
6. Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his superior.
7. Absence without leave or over-staying the sanctioned leave for more than four consecutive days without sufficient grounds or proper or satisfactory explanation.
8. Habitual late or irregular attendance.



9. Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
10. Damage to any property of the Company.
11. Interference or tampering with any safety devices installed in or about the premises of the Company.
12. Drunkenness or riotous or disorderly or indecent behaviour in the premises of the Company or outside such premises where such behaviour is related to or connected with the employment.
13. Gambling within the premises of the establishment.
14. Smoking within the premises of the establishment where it is prohibited.
15. Collection without the permission of the competent authority of any money within the premises of the Company except as sanctioned by any law of the land for the time being in force or rules of the Company.
16. Sleeping while on duty.
17. Commission of any act, which amounts to a criminal offence involving moral turpitude.
18. Absence from the employee's appointed place of work without permission or sufficient cause.
19. Purchasing properties, machinery, stores, etc. from or selling properties, machinery, stores, etc. to the Company without express permission in writing from the competent authority.
20. Commission of any act subversive of discipline or of good behaviour.
21. Abetment of or attempt at abetment of any act which amounts to misconduct.

**Note:** - The above instances of misconduct are illustrative in nature, and not exhaustive.

**Rule 6**      **Employment of near relatives of the employees of the Company in any Company or firm enjoying patronage of the Company: -**

1. No employee shall use his position or influence directly or indirectly to secure employment for any person related, whether by blood or marriage to the employee or to the employee's wife or husband, whether such a person is dependent on the employee or not.
2. No employee shall, except with the previous sanction of the competent authority, permit his Son, Daughter or any member of the family to accept employment with any private firm with which he has official dealings or with any other firm, having official dealings with the Company:

***Provided*** that where the acceptance of the employment cannot await the prior permission of the competent authority, the employment may be accepted provisionally subject to the permission of the competent authority, to which the matter shall be reported forthwith.

3. No employee shall in the discharge of his official duties deal with any other person if any member of his family is employed in that Company or under that person or if he or any member of his family is interested in such matter or contract in any other matter and the employee shall refer every such matter or contract to his official superior and the matter or the contract shall thereafter be disposed of according to the instructions of the authority to whom the reference is made.

**Rule 7**      **Taking part in demonstration:**

No employee of the Company shall engage himself or participate in any demonstration which involves incitement to an offence.

**Rule 8**      **Connection with Press or Radio:**

1. No employee of the Company 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 newspaper or other periodical publication.
2. No employee of the Company shall, except with the previous sanction of the competent authority or the prescribed authority or in the bonafide discharge of his duties, participate in a radio broadcast or contribute any article or write any letter either in his own name or anonymously, pseudonymously or in the name of any other person to any newspaper or periodical.

**Provided** that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

**Rule 9**      **Criticism of Government and the Company:**

No employee shall, in any radio broadcast or in document published under his name or in the name of any other person or in any communication to the press or in any public utterances, make any statement:

1. Which has the effect or adverse criticism of any policy or action of the Central or State Governments or of the Company; or
2. Which is capable of embarrassing the relation between the Company and the public:

**Provided** that nothing in these rules shall apply to any statement made or views expressed by an employee, of a purely factual nature which are not considered to be of a confidential nature in his official capacity or in due performance of the duties assigned to him:

**Provided** further that nothing contained in this clause shall apply to bonafide expression of views by him as an office-bearer of a recognized trade union for the purpose of safeguarding the condition of service of such employees or for securing an improvement thereof.

**Rule 10**      **Evidence before committee or any other authority:**

1. Save as provided in sub-rule (3), no employee of the Company shall, except with the previous sanction of the competent authority, give evidence in connection with any enquiry conducted by any person, committee or authority.
2. 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 a State Government or of the Company.
3. Nothing in this rule shall apply to -
  - a) Evidence given at any enquiry before an authority appointed by the Government, Parliament or a State Legislature or any Company.
  - b) Evidence given in any judicial enquiry; or
  - c) Evidence given in any departmental enquiry ordered by authorities subordinate to the Government.

## **Rule 11 Unauthorized communication of information:**

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

## **Rule 11A Representations to external agencies:**

No employee shall make any communication or representation connected with his conditions of service or any matter connected with his employment in the Corporation or any matter related to the business of the Corporation to any external agency, including the Government, without routing such communication/ representation through proper channel.

## **Rule 12 Gifts:**

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

**Explanation:** The explanation "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:** An employee of the Company shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealings with him.

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 Company may accept gifts from his near relatives but he shall make a report to the competent authority if the value of the gift exceeds Rs.7000/-.
3. On such occasions as are specified in sub-rule (2), an employee of the Company may accept gifts from his personal friends having no official dealings with him, but he shall make a report to the competent authority if the value of any such gift exceeds Rs.7000/-.
4. In any other case, an employee of the Company shall not accept or permit any member of his family or any other person acting on his behalf to accept

any gifts without the sanction of the competent authority if the value thereof exceeds Rs.1500/-.

**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 Rs.1500/-.

**Rule 12A Dowry:** No employee of the Company shall:

- a) Give or take or abet the giving or taking of dowry; or
- b) Demand, directly or indirectly, from the parent or guardian of a bride or bridegroom, as the case may be, any dowry.

**Note:** For the purposes of this rule, 'dowry' has the same meaning as defined in the Dowry Prohibition Act, 1961 (No. 78 of 1961), which reads as follows:

- a) Rule 2 “**Definition of Dowry**”, in this Act, "dowry" means any property or valuable security given or agreed to be given either directly or indirectly.
- b) By one party to a marriage to the other party to the marriage; or
- c) By the parents of either party to the marriage or by any person to either party to the marriage or to any other person at or before or after the marriage as consideration for marriage of the said parties, but does not include dower or mahr in the case of persons to whom the Muslim-Personal Law (Shariat) applies.

**Explanation 1:** For the removal of doubts, it is hereby declared that any presents made at the time of a marriage to either party to the marriage in the form of cash, ornaments, clothes or other articles, shall not be deemed to be dowry within the meaning of this section unless they are made as consideration for the marriage of the said parties.

**Explanation 2:** The expression "valuable security" has the same meaning as in Section 30 of the Indian Penal Code.

**Rule 12B Prohibition of sexual harassment of working women.**

1. No Employee shall indulge in any act of sexual harassment of any woman at her work place.
2. Every employee who is in charge of a work place shall take appropriate steps to prevent sexual harassment to any woman at such work place.

**Explanation:** - For the purpose of this rule, “sexual harassment” includes such unwelcome sexually determined behaviour, whether directly or otherwise, as:

- a) physical contact and advances;
- b) demand or request for sexual favours;
- c) sexually coloured remarks;
- d) showing any pornography ; or
- e) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature

**Rule 13 Private Trade or employment:**

1. No employee of the Company shall, except with the previous sanction of the competent authority engage directly or indirectly in any trade or business or undertake any other employment.

**Provided** that an employee may, without such sanction undertake honorary work of a social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer.

2. Every employee of the Company shall report to the competent authority if any member of his family is engaged in a trade or business or owns or manages an insurance agency or commission agency.
3. No employee of the Company shall, without the previous sanction of the competent authority, except in the discharge of his official duties, take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 1956 (1 of 1956) or other law for the time being in force or any cooperative society for commercial purposes:

**Provided** than an employee of the Company may take part in the registration, promotion or management of a Consumer/House Building Cooperative Society substantially for any benefit of employees of the Company 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, 1960 (21 of 1960), or any corresponding law in force.

4. No employee of the Company may accept any fee or any pecuniary advantage for any work done by him for any public body or any private person without the sanction of the competent authority.

**Rule 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 himself under pecuniary obligation to any person with whom he has or is likely to have official dealings or permit any such borrowing, lending or pecuniary obligation in his name or for his benefit or for the benefit of any member of his family.

**Rule 15 Insolvency and habitual indebtedness:**

1. An employee of the Company shall avoid habitual indebtedness unless he proves that such indebtedness or insolvency is the result of circumstances beyond his control and does not proceed from extravagance or dissipation.
2. An employee of the company who applies to be or is adjudged or declared insolvent shall forthwith report the fact to his competent authority.

**Rule 16 Movable, immovable and valuable property:**

1. No employee of the Company shall, except with the previous knowledge of the competent authority, acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise either in his own name or in the name of any member of his family.
2. No employee of the Company 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 dealing with the employee or his subordinate.
3. Every employee of the Company shall report to the competent authority every transaction concerning movable property owned or held by him in his own name or in the name of a member of his family, if the value of such property exceeds *Rs.20000/-*.

4. Every employee shall on first appointment in the Company submit a return of assets and liabilities in the prescribed form giving the particulars regarding:
  - a) The immovable property inherited by him or owned or acquired by him or held by him on lease or mortgage, either in his own name or in the name of any member of his family or in the name of any other person.
  - b) Shares, debentures, and cash including bank deposits inherited by him or similarly owned, acquired, or held by him.
  - c) Other movable property inherited by him or similarly owned, acquired or held by him if the value of such property exceeds Rs.5000/-.
  - d) Debts and other liabilities incurred by him directly or indirectly.
  - e) Every employee shall on 1st January submit a return on Annexure-V regarding immovable property inherited/owned/acquired.
5. The Competent Authority may at any time by general or special order an employee to submit, within a period specified in the order a full and complete statement of such movable or immovable property held or acquired by him or on his behalf or by any member of his family as may be specified in the order. Such statement shall, if so required by the competent authority, include details of the means by which or the source from which such property was acquired.
6. Information in respect of 16.1, 16.2 and 16.3 be furnished in the format as given at Annexure-IV

**Rule 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 interests in respect of matters pertaining to his service in the Company.

**Rule 18 Marriages:**

1. No employee shall enter into or contract, a marriage with a person having a spouse living;
2. No employee, having a spouse living, shall enter into or contract, a marriage with any person:



**Provided** that Management may permit an employee to enter into or contract, any such marriage as is referred to in clause (1) or clause (2), if management is satisfied that such marriage is permissible under the personal law applicable to such employee and the other party to the marriage or in the opinion of the Management good and sufficient reasons exist for doing so.

3. An employee who has married or marries a person other than that of Indian nationality, shall forthwith intimate the fact to his appointing authority.

**Rule 19 Consumption of intoxicating drinks and drugs:**

An employee of the Company shall:

1. Strictly 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;
2. Not be under the influence of any intoxicating drink or drug during the course of his duty and shall also take due care that the performance of his duties at any time is not affected in any way by the influence of such drink or drug;
3. refrain from consuming any intoxicating drink or drug in a public place;
4. Not appear in a public place in a state of intoxication.
5. Not use any intoxicating drink or drug to excess.

***Explanation:***

1. 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.
2. An employee of the Company should refrain from consuming intoxicating drinks even at official parties arranged by Foreign Missions whether within the Mission premises or in halls/lounges exclusively reserved or at parties arranged by Government, Public Undertakings or semi- Government Organizations where foreigners are entertained or at similar parties hosted by others.

**Rule 19A Observance of small family norms as per National Population Policy:**

Every employee should ensure that:

1. He does not have more than three children after 30.9.77; and
2. Where he has more than three children on 30.9.77, the number is not exceeded after that date.

**Rule 20 Suspension:**

1. The appointing authority or any authority to which it is subordinate or the disciplinary authority or any other authority empowered in that behalf by the Competent Authority by general or special order may place an employee under suspension:
  - a) Where a disciplinary proceeding against him is contemplated or is pending; or
  - b) Where a case against him in respect of any Criminal offence is under investigation or trial.
2. An employee who is detained in custody, whether on criminal charge or otherwise, for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention, by an order of the appointing authority and shall remain under suspension till further orders.
3. Where a penalty of dismissal or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case is remitted for further inquiry or with any other directions the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal or removal and shall remain in force until further orders.
4. Where a penalty of dismissal or removal from service imposed upon an employee is set aside or declared or rendered void in consequence of or by decision of a court of law and the disciplinary authority, on consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal or removal was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of dismissal or removal and shall continue to remain under suspension until further orders.

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 in subordinate.

**Rule 21 Subsistence Allowance:**

1. An employee under suspension shall be entitled to draw subsistence allowance equal to 50 percent 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 vocation. In addition he shall be entitled to Dearness Allowance admissible on such subsistence allowance and any other compensatory allowance of which he was in receipt on the date of suspension provided the suspending authority is satisfied that the employee continues to meet the expenditure for which the allowance was granted.
2. Where the period of suspension exceeds six months, the authority which made or is deemed to have made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first six months as follows:
  - a) The amount of subsistence allowance may be increased to 75 percent of basic pay and allowances thereon if, in the opinion of the said authority the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee under suspension.
  - b) The amount of subsistence allowances may be reduced to 25 percent of basic pay and allowances thereon if in the opinion of the said authority; the period of suspension has been prolonged due to the reasons to be recorded in writing directly attributable to the employee under suspension.
3. If an 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.

## **Rule 22** Treatment of the period of suspension:

1. When the employee under suspension is reinstated, the competent authority may grant to him the following pay and allowances for the period of suspension:-
  - a) If the employee is exonerated and not awarded any of the penalties mentioned in Rule 23, 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; and
  - b) If otherwise, such proportion of pay and allowances as the competent authority may prescribe.
2. In a case falling under sub-clause (a) the period of absence from duty will be treated as a period spent on duty. In case, falling under sub-clause (b) it will not be treated as a period spent on duty unless the competent authority so direct.

## **Rule 23** Penalties:

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

### ***Minor Penalties:***

- a) Censure.
- b) Withholding of increments of pay with or without cumulative effect.
- c) Withholding of promotion.
- d) Recovery from pay or such other amount as may be due to him, of the whole or part of any pecuniary loss, caused to the company by negligence or breach of orders.
- e) Reduction to a lower stage in the time-scale of pay for a period not exceeding 3 years, Without cumulative effect and not adversely affecting his terminal benefits.

### **Major Penalties:**

- f) Save as provided in Clause (e), 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 expiry of such period, the reduction will or will not have the effect of postponing the future increment of pay.
- g) Reduction to a lower time scale of pay, grade, post or Service which shall ordinarily be a bar to the promotion of the employee to the time-scale of pay, grade, post from which he was reduced, with or without further directions regarding conditions of restoration to the grade or post from which the employee was reduced and his seniority and pay on such restoration to that grade or post.
- h) Compulsory Retirement.
- i) Removal from service which shall not be a disqualification for future employment under the Govt. or the Corporation/Company owned or controlled by the Govt.
- j) Dismissal from service which shall ordinarily be a disqualification for future employment under the Govt. or the Corporation/Company owned or controlled by the Govt. Provided that, in every case in which the charge of possession of assets disproportionate to known sources of income or the charge of acceptance 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 (i) or (j) shall be imposed.

**Provided** further that in any exceptional case and for special reasons recorded in writing, any other penalty may be imposed.

**Explanation** - The following shall not amount to a penalty within the meaning of this rule -

- i) Withholding of increment of an employee on account of his work being found unsatisfactory or not being of the required standard, or for failure to pass a prescribed test or examination.
- ii) Stoppage of an employee at the efficiency bar in a time scale, on the ground of his unfitness to cross the bar.

- iii) Non-promotion, whether in an officiating capacity or otherwise, of an employee, to higher post for which he may be eligible for consideration but for which he is found unsuitable after consideration of his case.
- iv) 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 this conduct.
- v) Reversion to his previous grade or post of an employee appointed on probation to another grade or post, during or at the end of the period of probation, in accordance with the terms of his appointment.
- vi) Termination of service-
  - a) Of an employee appointed on probation during or at the end of the period of probation, in accordance with the terms of his appointment;
  - b) Of an employee appointed in a temporary capacity otherwise than under a contract or agreement, on the expiry of the period for which he was appointed, or earlier in accordance with the terms of his appointment;
  - c) Of an employee appointed under contract or agreement in accordance with the terms of such contract or agreement; and
  - d) Of any employee on reduction of establishment.

**Rule 24 Disciplinary Authority:**

The Disciplinary Authority, as specified in the **Schedule**, or any authority higher than it, may impose any of the penalties specified in Rule 23 on any employee.

**Rule 25 Procedure for imposing major penalties:**

1. No order imposing any of the major penalties specified in Clause (f), (g), (h), (i) and (j) of Rule 23 shall be made except after an inquiry is held in accordance with this rule.
2. Whenever the disciplinary authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehavior against an employee, it may itself enquire into or appoint any public servant or by retired officers of the Public Sector Undertaking/ Government/

Corporation established by or under a central, provincial or state act, or a government company as defined in Section 6.7 of the Company's Act. (hereinafter called the Inquiring Authority) to enquire into the truth thereof.

3. Where it is proposed to hold an inquiry, the disciplinary authority shall frame definite charges on the basis of the allegations against the employee. The charges, together with a statement of the allegations, on which they are based, a list of documents by which and a list of witnesses by whom, the articles of 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 charge.

**Explanation** -It will not be necessary to show the documents listed with the charge-sheet or any other document to the employee at this stage.

4. On receipt of the written statement of the employee, if no such statement is received within the time specified, an enquiry may be held by the Disciplinary Authority itself, or by an Inquiring Authority under sub-clause (2).

**Provided** that it may not 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 but may not engage a legal practitioner for the purpose.

**Provided** that the employee shall not take assistance of a public servant who has two pending disciplinary cases on hand in which he has to function as "Defence Assistant".

7. On the date fixed by the inquiring authority, the employee shall appear before the Inquiring Authority at the time, place and date specified in the notice. The inquiring authority shall ask the employee whether he pleads guilty or has any defence to make and if he pleads guilty to any of the articles of charge, the inquiring authority shall record the plea, sign the record and obtain the signature of the employee concerned thereon. The

Inquiring Authority shall return a finding of guilt in respect of those articles of charge to which the employee concerned pleads guilty.

8. If the employee does not plead guilty, the inquiring authority shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may, for the purpose of preparing his defence:
  - i) Inspects the documents listed with the charge sheet.
  - ii) Submit a list of additional documents and witnesses that he wants to examine; and
  - iii) Be supplied with the copies of the statement of witnesses, if any, listed in the charge sheet.

**Note:** Relevancy of the additional documents and the witness referred to in sub-clause 8 (ii) above will have to be given by the employee concerned and the document 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 requisitioned documents may claim privilege if the production of such documents will be against the public interest or the interest of the company. In that event, it shall inform the inquiring authority accordingly.

11. On the date fixed for inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the disciplinary authority. The witnesses shall be examined by or on behalf of the Presenting Officer and may be cross-examined by or on behalf of the employee. The Presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross-examined, but not on a new matter, without the leave of the Inquiring Authority. The Inquiring Authority may also put such questions to the witnesses as it thinks fit.



12. Before the close of the prosecution case, the inquiring authority may, in its discretion, allow the Presenting Officer to produce evidence not included in the charge-sheet or may it call for new evidence or, recall or re-examine any witnesses. In such case, the employee shall be given opportunity to inspect the documentary evidence before it is taken on record, or to cross-examine a witness, who has been so summoned.
13. When the case for the disciplinary authority is closed, the employee may be required to state his defence, orally or in writing as he may prefer. If the defence is made orally, it shall be recorded and the employee shall be required to sign the record. In either case, a copy of the statement of defence shall be given to the Presenting Officer, if any, appointed.
14. The evidence on behalf of the employee shall then be produced. The employee may examine himself in his own behalf if he so prefers. The witnesses produced by the employee shall then be examined and shall be liable to cross-examination, re-examination and examination by the inquiring authority according to the provision applicable to the witnesses for disciplinary authority.
15. The Inquiring Authority may, after the employee closes his case, and shall if the employee has not examined himself, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling the employee to explain any circumstances appearing in the evidence against him.
16. After the completion of the production of the evidence, the employee and the Presenting Officer may file written briefs of their respective cases within 15 days of the date of completion of the production of evidence.
17. If the employee does not submit the written statement of defence referred to in sub-rule (3) on or before the date specified for the purpose or does not appear in person, or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these rules, the inquiring authority may hold the enquiry exparte.
18. Whenever any inquiring authority, after having heard, 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 herein before 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) An assessment of the evidence in respect of each article of charge;
  - d) The finding of each article of charge and the reasons therefore.

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

**Provided** that the findings on such articles 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 himself against such article of charge.

- 19 (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 (13);
  - c) the oral and documentary evidence produced in the course of the enquiry;
  - 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.

## **Rule 26 Action on the Inquiry Report:**

1. The disciplinary authority, if it is not itself the inquiring authority may, for reasons to be recorded by it in writing remit the case to the inquiring authority for fresh or further inquiry and the inquiring authority shall thereupon proceed to hold the further inquiry according to the provisions of rule 25 as far as may be.
2. The disciplinary authority shall, if it disagrees with the findings of the inquiring authority on any article of charge, record its reasons for such disagreement and record its own findings on such charge, if the evidence on record is sufficient for purpose.
3. If the disciplinary authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in rule 23 should be imposed on the employee, it shall notwithstanding anything contained rule 27 make an order imposing such penalty.
4. If the disciplinary authority having regard to its findings on all or any of the articles of charge is of the opinion that no penalty is called for, it may pass an order exonerating the employee concerned.

## **Rule 27 Procedure for imposing minor penalties:**

1. Where it is proposed to impose any of the minor penalties specified in clause (a) to (e) of Rule 23, the employee concerned shall be informed in writing of the imputations of misconduct or misbehaviour against him and give an opportunity to submit his written statement of defence within a specified period not exceeding 15 days. The defence statement, if any, submitted by the employee shall be taken into consideration by the disciplinary authority before passing orders.
2. The record of the proceedings shall include:-
  - i) a copy of the statement of imputations of misconduct or misbehavior delivered to the employee;
  - ii) his defence statement, if any; and
  - iii) The order of the disciplinary authority together with the reasons therefore.

## **Rule 28 Communication of order:**

Orders made by the disciplinary authority under Rule 26 or 27 shall be communicated to the employee concerned, who shall also be supplied with a copy of the report of inquiry, if any.

## **Rule 29 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 proceeding and the specified authority may function as the disciplinary authority for the purpose of such common proceedings.

## **Rule 30 Special procedures in certain cases:**

Notwithstanding anything contained in Rule 25 or 26 or 27, the disciplinary authority may impose any of the penalties specified in Rule 23 in any of the following circumstances:-

- i) The employee has been convicted on a criminal charge, or on the strength of facts or conclusion arrived at by a judicial trial; or
- ii) Where the disciplinary authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an enquiry in the manner provided in these Rules; or
- iii) Where the disciplinary authority is satisfied that in the interest of the security of the Corporation/Company, it is not expedient to hold an enquiry in the manner provided in these rules.

**Rule 30-A (i) Disciplinary Proceedings After Retirement:** Disciplinary proceedings, if instituted while the employee was in service whether before his retirement or during his re-employment, shall, after the final retirement of the employee, be deemed to be proceeding and shall be continued and concluded by the authority by which it was commenced in the same manner as if the employee had continued in service.

### **Rule 30-A (ii) Withholding Payment of Gratuity:**

During the pendency of the disciplinary proceedings, the disciplinary authority may withhold payment of gratuity, for ordering the recovery from gratuity of the whole or part of any pecuniary loss caused to the company if the employee is

found in a disciplinary proceeding or judicial proceeding to have been guilty or to have caused pecuniary loss to the company by misconduct or negligence, during his service including service rendered on deputation/secondment or on re-employment after retirement. However, the provisions of Section 7 (3) and 7 (3A) of the Payment of Gratuity Act, 1972 should be kept in view in the event of delayed payment, in case the employee is fully exonerated.

**Rule 31 Employees on deputation/secondment from the Central Government or the State Government or secondment/deputation from HPSEB etc.:**

- i) Where an order of suspension is made or disciplinary proceeding is taken against an employee, who is on deputation/secondment to the company from the Central or State Government or another public undertaking or a local authority, including employees of HPSEB on deputation, the authority lending his services (hereinafter referred to as the "Lending Authority") shall forthwith be informed of the circumstances leading to the order of his suspension, or the commencement of the disciplinary proceeding, as the case may be.
- ii) In the light of the findings of the disciplinary proceeding taken against the employee:-
  - a) If the Disciplinary Authority is of the opinion that any of minor penalties should be imposed on him, it may pass such orders on the case as it deems necessary and shall send a copy to the lending authority.
  - b) If the Disciplinary Authority is of the opinion that any of the major penalties should be imposed on him, it should place his services at the disposal of the Lending Authority and transmit to it the proceedings of the enquiry for taking disciplinary action and the lending authority will send a copy of action taken to the Corporation.
- iii) If the employee submits an appeal against an order imposing a minor penalty on him under sub-rule (ii) (a), it will be disposed of by the Competent Authority of the Corporation as per rules.

**Rule 32 Appeals:**

- i) An employee may appeal against an order imposing upon him any of penalties specified in Rule 23 or against the order of suspension referred to in Rule 20. The appeal shall lie to the authority specified in the schedule.

ii) An appeal shall be preferred within one month from the date of communication of the order appealed against. The appeal shall be addressed to the Appellate Authority specified in the Schedule and submitted to the authority whose order is appealed against. The authority whose order is appealed against shall forward the appeal together with its comments and the records of the case to the appellate authority within 15 days. The appellate authority shall consider whether the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders within three months of the date of appeal. The appellate authority may pass order confirming, enhancing, reducing or setting aside the penalty or remitting the case to the authority which imposed the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case:

**Provided** that if the enhanced penalty which the appellate authority proposes to impose is a major penalty specified in clauses (f) to (j) of Rule 23 and an inquiry as provided in Rule 25 has not already been held in the case, the appellate authority shall direct that such an enquiry be held in accordance with the provisions of Rule 25 and thereafter consider the record of the inquiry and pass such order as it may deem proper. If the appellate authority decided to enhance the punishment but an enquiry has already been held as provided in Rule 25, the appellate authority shall give a show cause notice to the employee as to why the enhanced penalty should not be imposed upon him. The appellate authority shall pass final order after taking into account the representation, if any submitted by the employee.

### **Rule 33**    Reviews:

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 orders and after reviewing the case, pass such orders thereon as it may deem fit.

**Provided** that if the enhanced penalty, which the reviewing authority proposes to impose, is a major -penalty specified in clauses (f) to (j) of Rule 23 and an enquiry as provided under rule 25 has not already been held in these cases, the reviewing authority shall direct such an enquiry be held in accordance with the provisions of Rule 25 and thereafter consider the record of the enquiry 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 in accordance with the provisions of Rule 25, the reviewing authority shall give show cause

notice to the employee as to why the enhanced penalty should not be imposed upon him. The reviewing authority shall pass final order after taking into account the representation, if any submitted by the employee.

**Rule 34 Service of 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 by registered post at his last known address.

**Rule 35 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.

**Rule 36 Savings:**

1. Nothing in these rules shall be construed as depriving any person to whom these rules apply, of any right of appeal which had accrued to him under the rules, which have been superseded by these rules.
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.
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 proceeding were proceeding under these rules.
4. Any misconduct, etc. committed prior to the issue of these rules shall be deemed to be misconduct under these rules.

**Rule 37 Clarification of Disciplinary Authority and Competent Authority:**

Notwithstanding anything contained in these rules, for the purpose of disciplinary proceedings under rules 20 to 35 (both inclusive), wherever the terms Disciplinary Authority and Competent Authority have been used either interchangeably or otherwise, they shall mean the authorities as specified in the Schedule appended to the CDA Rules for exercising various powers as detailed therein.

## **Rule 38** **Procedure for disciplinary cases having vigilance overtones:**

Vigilance Department will submit preliminary investigation reports, in case of non-executives working in the project to the project General Manager and in case of other officers upto E- 7 level working in the Project to the respective functional Director with copies to Director (personnel). Further in case of executive's upto E-7 level and non-executives in Corporate Centre, the Vigilance Department will submit report to the Functional Director and those of others above E- 7 but below Board level whether working at Project or Corporate Centre to Chairman/Managing Director with a copy in all cases to Director (personnel). These above designated authorities in consultation with Director (Personnel) will decide on initiation or otherwise of the disciplinary proceeding. Detailed procedure for conduct of proceedings in respect of minor, major penalties and disposal of appeals is as under:

**Rule 38.1 Proceeding in respect of minor penalty:** In cases in which the designated authority has decided to institute minor penalty proceedings, he shall send the case to Vigilance Department who will forward the draft charge-sheet and other necessary papers to the designated authority, for signature and issue of the charge-sheet. As far as possible, the charge-sheet will be issued to the charged officer within 15 days of its receipt.

The final decision will be taken by the designated authorities after taking into consideration the facts of the case, the statement of defence submitted by the employee, the advice of the Corporate Vigilance/Director (Personnel) and merits of the case. In case the authority is satisfied that there is no case against the employee, it may decide to exonerate the employee.

In case the designated authority is satisfied that the charge(s) against the employee are established, it will decide on the penalty to be imposed, taking into consideration the gravity of the charges, material on record, written statement of the employee etc. and keeping in mind that the penalty imposed is not disproportionate to the gravity of misconduct(s).

### **Rule 38.2 Proceedings in respect of major penalty:**

After the decision for initiation of major penalty disciplinary proceeding is taken as per above procedure by the designated authority, the Corporate Vigilance will forward the draft charge-sheet alongwith other necessary papers to the



concerned designated authority who will sign and issue the charge-sheet, within 15 days of receipt of the case from Vigilance Department, as far as possible. The Designated Authority will go through the facts of the case, the written statement of defence submitted by the employee in response to charge-sheet and after applying its mind may decide to exonerate the employee if it is satisfied that charges are not tenable and pass a speaking order to the effect. Where the Designated Authority is not satisfied with the reply, it may order an enquiry. The enquiry officer so appointed shall be an officer who is at least one rank higher than the charged officer. In such a case, the enquiry officer will conduct the enquiry and expeditiously submit the Enquiry Report to the Designated Authority, preferably within three months. The Enquiry Report will be referred to the Corporate Vigilance Department who will render necessary advice to the Authority in consultation with Director (personnel).

The Designated Authority will go through the material on record, proceedings of enquiry, findings of the Enquiry Officer, the advice of the Vigilance Department/Director (personnel) etc. before taking a final decision in the matter, and pass speaking order, leading to:

Imposition of a major penalty; or

Imposition of a minor penalty if it is satisfied that charges proved are not grave enough to warrant imposition of major penalty; or

Exoneration of the employee, if charges are not proved, as the case may be; or  
Remit the case back to Enquiry Officer for fresh or further enquiry under 26(1) of HPPCL, CDA Rules.

Where the decision of the Designated Authority is at variance with the Vigilance/Director (Personnel) advice, the matter will be referred to next higher authority before imposing punishment except in case where Chairman/Managing Director is the Disciplinary Authority, in such a case his decision shall be final.

If the Designated Authority comes to the conclusion that charges proved in the inquiry and the misconduct committed by the employee is so grave as to warrant removal/dismissal from the service, it shall forward the papers to the appropriate appointing authority, indicated in Annexure-I, II & III for taking decision in the matter.

### **Rule 38.3**

The Designated Authority while ordering the punishment of reduction to a lower grade or post or to a lower stage in a time scale should ordinarily specify the period for which such reduction will remain in operation. He should also indicate, wherever applicable, the manner in which the service rendered by an employee in the pre-reverted grade or post or time scale is to be treated, once conclusion of such specified period. The order should also contain what shall be his pay on such reduction and how it has to be regulated on placement back to the original grade or post or stage in the time scale. It should also mention any changes in the date of drawal of the increment on account of the reduction in rank etc.

**Rule 38.4 Disposal of Appeals:**On an appeal preferred by the penalized employee in all cases under the CDA Rules, the Appellate Authority shall pass an appropriate speaking order after taking into consideration the facts on record, the comments of the Personnel Department/Disciplinary Authority.

### **Rule 39 Removal of Doubts:**

Where a doubt arises as to the interpretation of any of these rules, the matter shall be referred to the CMD/Director (Personnel) for final decision.

### **Rule 40 Amendments:**

The Board may amend, modify or add to these rules, from time to time, and all such amendments, modifications or additions shall take effect from the date stated therein.

\*\*\*\*\*

**ANNEXURE-I**

**SCHEDULE OF DELEGATION OF POWER IN RESPECT OF DISCIPLINARY MATTERS UNDER HPPCL CONDUCT, DISCIPLINE AND APPEAL RULES FOR EMPLOYEES IN THE EXECUTIVE CADRE BELOW BOARD LEVEL**

S. No.	LEVEL OF EXECUTIVES	DISCIPLINARY AUTHORITY			APPELLATE AUTHORITY	REVIEWING AUTHORITY
		MINOR PENALTY	MAJOR PENALTY	REMOVAL & DISMISSAL		
1.	Employees in the pay scale of E2 & below	General Manager*/Head of the Project*	General Manager*	Appointing Authority	Executive/Aut authority next higher to the one which imposed the penalty	Executive/Aut authority next higher to the Appellate Authority
2.	Employees in the pay scale of E6 & below	General Manager*	Functional Director*	-do-	MD/Chairman	MD/Chairman
3.	Employees in the pay scale of E7A & below	Functional Director*	-do-	-do-	-do-	-do-
4.	Employees in the pay scale of E8 (GMs) & below	-do-	MD	Board of Directors	Board of Directors	Board of Directors
5.	Employees in the pay scale of E9 (ED) & below (excluding Functional Director)	Do	-do-	-do-	-do-	-do-
6.	Group Cases	Disciplinary authority shall be as for the highest ranking officers in the group of delinquent				

**Note:-**

Whereas Disciplinary Authority is the Chairman, the Appellate & Reviewing Authority will be the Board of Directors. Where Board of Directors is the Disciplinary Authority, Appellate & Reviewing Authority shall also be Board of Directors.

\* These disciplinary authorities will exercise powers in respect of employees working under them.

**ANNEXURE-II**

**SCHEDULE OF DELEGATION OF POWERS IN RESPECT OF DISCIPLINARY MATTERS UNDER HPPCL CONDUCT, DISCIPLINE AND APPEAL RULES FOR NON-EXECUTIVE EMPLOYEES IN SUPERVISORY CADRE**

S. N.	LEVEL OF SUPERVISORS	DISCIPLINARY AUTHORITY			APPELLATE AUTHORITY	REVIEWING AUTHORITY
		MINOR PENALTY	MAJOR PENALTY	REMOVAL & DISMISSAL		
1.	Employees in the pay scale of Supervisory level 1 and below.	Executive Level 1	Executive Level E5	Appointing Authority	Functional Director	Functional Director
2.	Employees in the pay scale of Supervisory level 2 and below	Executive Level 3	-do-	-do-	-do-	-do-
3.	Employees in the pay scale of Supervisory level 4 and below.	E4	E7	-do-	-do-	-do-
4.	Group Cases	Disciplinary Authority shall be as per the highest ranking officials in the group of delinquent.				

These disciplinary authorities will exercise powers in respect of employees working under them.

**SCHEDULE OF DELEGATION OF POWER IN RESPECT OF DISCIPLINARY MATTERS FOR NON-EXECUTIVE EMPLOYEES BELOW SUPERVISORY LEVEL I.E. WORKMEN COVERED UNDER INDUSTRIAL EMPLOYMENT (S.O) ACT.**

S. N.	LEVEL OF WORKMAN	DISCIPLINARY AUTHORITY			APPELLATE AUTHORITY/ REVIEWING AUTHORITY
		MINOR PENALTY	MAJOR PENALTY	REMOVAL & DISMISSAL	
1.	Employees in the scale of W1	Supervisory	E4	Appointment Authority	Authority next above Appointing authority
2.	Employees in the pay scale of W6 and below	E4	E5	-do-	-do-
3.	Employees in the pay scale of W11 & below	E4	E6	-do-	-do-
4.	Group Cases	Disciplinary Authority shall be as per the highest ranking officials in the group of delinquent.			

These disciplinary authorities will exercise powers in respect of employees working under them.

**Note: (Common for Annexure I to III)**

1. Delegation of powers given at lower levels vide Annexure I to III can be utilized automatically at higher levels.
2. It is clarified that group case would cover situations where two or more employees are involved in a case and disciplinary action would be taken against them in a common proceeding except where the various employees involved are subject to different sets of disciplinary rules.
3. Disciplinary Authority will be competent to issue charge sheet, appoint enquiry authority, pass orders of suspension pending enquiry and then impose penalty as per above delegation.
4. Immediately after suspension, a report should be put up to the next higher disciplinary authority.
5. In respect of employees on deputation from HPSEB equivalency will apply. Appointing Authority in such case will be HPSEB Authority.

**Application form for intimation/seeking sanction in respect of transaction/proposed transaction in immovable/movable property.**

(While filling up the form delete which is not applicable. Also give the appropriate answer to each question/item).

1. Name of the employee & Emp. No. :
2. Date of joining service :  
(post and scale of pay)
3. Present
  - i) Designation :
  - ii) Scale of pay :
  - iii) Annual Gross Salary :
4. Whether the property in question is to be sold or purchased:
5. Value of Property
  - a) at the time of purchase :
  - b) at the time of disposing off :
  - c) owner of property & relationship with owner in case of b above(self/wife/son/daughter) :
6. Reason for Disposal/Acquiring of property :
7. In the case of immovable property:
  - a) Full details about its location :  
Municipal No. :  
Street/Village :  
Taluk :  
District :  
State in which situated :  
b) Description of the property in :  
the case of cultivable land dry or garden land.  
  
c) Whether freehold or leasehold :  
d) Whether the applicants interest in  
the property is in full or in part :  
e) Mode of acquisition/disposal  
(Purchase/sale, gift, mortgage,  
lease or otherwise.)
8. In case of movable property:
  - a) Description of the property (Vehicle/Jewellery/Loans/  
insurance policies etc.) :
  - b) Make / Model (and also registration No. in case of vehicles) where  
necessary :
9. Sale/Purchase price of the new property:
10. In cases of acquisition, source or sources from which financed/proposed to  
be financed:-
  - a) Personal Savings :
  - b) Other sources giving details. :

11. In case of disposal of property, was requisite sanction/intimation obtained/given for its acquisition (A copy of the sanction/ acknowledgment should be attached).
12. 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) Did the applicant have any dealing : .....  
with the party in his official capacity at any tie or is the applicant likely to have any dealings with him in the near future?
13. Was/is the transaction made/proposed: ..... to be made through a regular or reputed dealer? if so, full name and address of the dealer.
- 14 Any other relevant facts 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 12 above.

OR

I .....hereby intimate the acquisition/disposal of property by me as detailed above through the dealer whose address is furnished against item 12. I declare that the particulars given above are true.

**Station:**

**Signature**

**Date:**

**Designation**

NB. The appropriate declaration will be used. The one not applicable will be struck out.

**Incharge Establishment Corporate/Project.**

**STATEMENT SHOWING DETAILS OF IMMOVABLE PROPERTY ON 1ST JANUARY OF EACH CALENDAR YEAR  
(e.g. Lands, House, Shop, other Buildings, etc.)**

NAME  
DESIGNATION  
ORGANISATION  
DATE OF JOINING  
BASIC PAY

Sr. No.	Details/Description of property and its location (See notes 1 & 5 below) House/Building / Land No.	If not in own name, state in whose name held and his/her relationship, if any to the employee	How and when acquired (See Notes 2 & 6 below)	Value of the Property (see note 3 below)	Total annual income from the property	Remarks
1	2	3	4	5	6	7

**Note: 1** If the property is not wholly owned the extent of share may also be indicated.

**Note: 2** For the purpose of Col. 4 the term 'lease' would mean a lease of immovable property from year to year or for any term exceeding one year of reserve yearly rent. When, however, the lease of immovable property is obtained from a person having official dealings with the employee, such a lease should in this column irrespective of the term of



the lease whether it is short term or long term, and the periodicity of the payment of rent.

**Note: 3** In Col. 5 should be shown:

- a) Where the property has been acquired by purchase, mortgage or lease, the price or premium paid for such acquisition.
- b) Where it has been acquired by lease the total annual rent thereof also and
- c) Where the acquisition is by inheritance, gift or exchange the approximate value of the property so acquired.

**Note: 4** The detail of immovable property may also be submitted in this form on 1st appointment.

**Note: 5** Name of District, Division, Taluka & Village in which the property is situated and also its distinctive number etc. will be given in Col. 2

**Note: 6** When by purchase, mortgage, lease inheritance, gift or otherwise & name with details of person/persons from whom acquired. Address & connection, if any with the person/persons connected are also to be given in Column.

**Signature**.....

**Date**.....

\*\*\*\*\*

## **1.5 GRIEVANCE REDRESSAL PROCEDURE IN HPPCL**

### **1.0 Introduction:**

Employee grievances & complaints which are primarily manifestations of their dissatisfaction against the working conditions, managerial decisions etc. sometime assume serious proportions if not promptly attended to. In the matter of redressal of grievances, though HPPCL welcomes an aggrieved employee to meet his departmental head or the concerned personnel department executive and discuss his grievances, nevertheless in view of the growing size of the organization and the accompanying complexities, the need of formal grievance redressal machinery cannot be under-estimated. Keeping in view this aspect, HPPCL has laid down a formal time bound grievance procedure for redressal of the grievances of the employees.

### **2.0 Objective:**

The objective of the Grievance procedure is to provide an easily accessible machinery for settlement of grievances and to adopt measures in HPPCL as would ensure expeditious settlement of grievances of employees leading to increased job satisfaction, resulting in improved productivity and efficiency of the organization.

### **3.0 Applicability:**

3.1 The grievance procedure will cover all employees of the Company, but shall exclude employees who are deemed to be workers/workmen under the Factories Act, 1948 or the Industrial Disputes Act, 1947.

3.2 The following two categories of employees will not fall within the purview of the grievance procedure and for their cases, the procedure will be as under:

- i. In the case of executives who are one step below the Board level, the individual grievance may be taken up with the concerned Director.
- ii. Executives reporting directly to the Chairman & Managing Director may approach her/him for resolving their grievances

#### **4.0 Coverage:**

4.1 'Grievance' for the purpose of grievance procedure would mean only the individual grievances and the, matters under the scope of the procedure, which can be invoked by the aggrieved employee, shall be those relating to grievances arising out of:

- a) Implementation of the policies/rules or the decisions of the organization;
- b) Leave;
- c) Increment;
- d) Non-extension of benefits under the company rules;
- e) Interpretation of services rules; and
- f) Matters of similar nature.
- g) Any other matter not covered above.

4.2 However, grievance pertaining to or arising out of the following shall not come under the purview of grievance procedure:

- a) Annual performance appraisal/Confidential Reports;
- b) Promotions including DPC minutes and decisions;
- c) Where the grievance does not relate to an individual employee; and
- d) Any grievance arising out of the discharge or dismissal of an employee.

4.3. Grievances pertaining to or arising out of disciplinary action or appeal against such action shall be forwarded to the competent authority as laid down under the CDA Rules and in such cases; the grievance procedure will not apply.

4.4 The HOP's or HOD's will fix one day in every quarter which will be Grievance Day. On this day any employee may meet the HOP/ HOD directly and express grievance on any issue. This will be either settled on the spot or taken in writing. A record will be kept for all grievances received on that day.

The employees may also express their grievances in writing which will be dealt by the HOP/ HOD. He may refer to any other officer for resolving the grievance.

**5.0 Procedure:**

The individual grievance of the employee shall be dealt with as per the procedure laid down below:

5.1 There will be two options for each employee:-

- i) Apply to HOD/HOP.
- ii) Personally appear before HOP/HOD on the day fixed.

5.2 The aggrieved employee shall take up his grievance orally with his HOP/HOD in every quarter on a date to be notified by them. They shall give a personal hearing and try to resolve the grievance at his level **within a period of 7 days.**

5.3 In case the employee is not satisfied, he can submit his grievance in writing in **Form -I** to the concerned Director within 15 days from the date of receipt of reply from his HOP/HOD.

5.4 On the grievance submitted by an employee in **Form-I** to the concerned Director, if the concerned Director is not able to arrive at any satisfactory decision, he may refer the grievance to the **Managing Director.**

5.5 In the case of women employee above procedure will be followed but a woman Sr. Executive shall be associated for hearing the grievance by the HOP/HOD.

**5.6 Record:**

Each HOP/HOD will maintain a record of all grievances received. The grievance will be closed only after the matter is settled and reply is sent to the complainant. Personnel Department shall keep record for grievances received by the MD/ Directors.

**6.0 General Conditions:**

6.1 The employee concerned shall bring up his grievance on the dates notified by the HOP/HOD for each quarter.

6.2 In case of any emergent grievance arises, the same shall be addressed by the concerned HOP/HOD. If it is not within his competency, he will forward the case with full details to the concerned Director in the corporate Office.

6.3 If the grievance arises out of an order of the Management, the said order shall be complied with before the employee concerned invokes the grievance procedure.

\*\*\*\*\*

HIMACHAL PRADESH POWER CORPORATION LIMITED

STAGE-I GRIEVANCE

(TO BE SUBMITTED TO THE CONCERNED DIRECTOR IN DUPLICATE)

Name:

Employee No:

Designation:

Pay-Scale:

Department/Group:

---

I. Grievance in brief with supporting facts:

II. Oral reply received from HOP/ HOD:

III. Reasons for appeal:

**DATED:**

**EMPLOYEE SIGNATURE**

---

**(FOR USE BY THE CONCERNED DIRECTOR)**

Received on:

Whether interviewed the employee: (Yes/No)

Whether discussed with HOP/HOD: (Yes/No)

Decision of the Director:

**Dated:**

**Signature of the Director**

**Replied on:**

**HIMACHAL PRADESH POWER CORPORATION LIMITED  
STAGE-II GRIEVANCE  
(TO BE SUBMITTED TO THE MANAGING DIRECTOR IN DUPLICATE)**

Name:

Employee No:

Designation:

Pay-Scale:

Department/Group:

---

I. Grievance in brief with supporting facts:

II. Oral reply received from HOP/HOD:

III. Reply received from concerned Director:

IV. Reasons for appeal:

**DATED:**

**EMPLOYEE SIGNATURE**

---

**(FOR USE BY THE HEAD OF DEPARTMENT)**

Received on:

Grievance put up to Managing Director on:

Decision of the Managing Director:

**Dated:**

**Signature of the P.S. to M.D**

**Replied on:**

## 1.6 HPPCL TRANSFER POLICY

### 1.0 OBJECTIVES:

1.1 Transfer Policy of HPPCL has been formulated to

- a) To provide stability of tenure to an employee at the place of posting for a specific period.
- b) To bring about transparency and clarity to the employees with respect to their transfers from one project to another or from project to Corporate Office.
- c) To encourage specialization in a particular field while also making available wider exposure for the growth of all individuals.
- d) To meet the organizational requirements while accommodating the aspirations of the individual.

### 2.0 Scope and Application.

2.1 This will be applicable to all employees of HPPCL in all the three categories i.e. Workman, Supervisor & Executive including on secondment and those posted at non-family stations.

2.2 The transfer of employees from one location to another becomes necessary to meet the organizational needs as well as employee development and personal needs. The various considerations could, broadly, be classified as under: -

- a) To meet organizational requirements, as envisaged in the manpower budget and to meet the exigencies of Company's work. To meet the needs at a particular location requiring specialized knowledge/ experience.
- b) On Administrative grounds.
- c) Career development of employees through job-rotation.
- d) To take care of pressing personal problems of employees to the extent feasible.

### 3.0 Definition:

In these rules, unless the context otherwise requires: -

- a) **“Transfer”** means Change of Head Quarter/Station but does not include rotation from one Deptt. to another Deptt. at the same Head Quarter/Station.
- b) **“Non-Family Station”** means a non-family station declared by the Management from time to time.

- c) **“Power Plant”** means a power-generating unit including Dam areas under construction as well as running.
- d) **“Competent Authority”** means:  
Managing Director/ Director (Personnel) for all Transfer.
- e) **“Field posting”** means posting at Project/Power Plant where work involves Construction, Operation & Maintenance and excludes personnel posted in Design, Planning, Monitoring, Contracts etc.
- f) **“Corporate Office”** means offices at Shimla including Design Office at Sundernagar.
- g) **“Project”** means area/place where construction, execution, erection & commissioning including Survey/DPR works with respect to Power Project is carried out.

#### **4.0 MODE OF TRANSFER**

4.1 Transfer will be effected in the following heads:

- a) From Corporate Office to Project/plants and Vice –Versa
- b) Within the same Project/plant.
- c) One Project/plant to another Project/plant
- e) From Non-family Station to Family Station.

#### **5.0 TENURE:**

5.1 The normal tenure of posting will be as under for all stations:

Executives and Supervisors (Regular)	-	3-5 Years
Contract employees (Executive/Supervisor)	-	5 Years

5.2 On completion of tenure employee will be considered for transfer. However, employees may be transferred before expiry of tenure on medical grounds and in exigency of work. While considering transfer on medical ground, Competent Authority may refer the case to Company Medical Doctor/Specialist/Medical Board, for opinion.



5.3 The workmen shall have stable tenure in their respective place of posting. However, in case of administrative exigency, transfer can be effected.

## **6.0 Transfer from Corporate Office to Project/Plant and Vice –Versa.**

### 6.1 Categorization of Management

1	Junior Management:	E1 to E3
2	Middle Management (M1):	E4 to E5
3.	Middle Management (M2):	E6
3	Senior Management (SM1):	E7/E7A

6.2 (i) Every Executive would normally be required to do at-least one tenure in a project and at-least one tenure in the Corporate Office/ Design before crossing E-5 level in order to develop a good understanding of the business of power generation. By that time a clear understanding about the interest and suitability of the employee would develop and thereafter the employee may spend rest of his/ her tenures in the area of his or her specialization.

6.2 (ii) Supervisory cadres will be required to spend most of their time in the projects. Therefore, they will be required to do at-least one tenure before crossing S-2 level.

6.3 An employee in specialized field like Design, Contract, Planning and Monitoring disciplines above middle management level (M1) would be allowed longer tenure in view of their specialization.

6.4 Efforts would be made to ensure that all employees particularly Supervisors and Executives do at-least one tenure in the field.

6.5 Technical Staff engaged in O&M will be considered for posting in the respective areas as far as feasible in order to ensure specialization.

6.6 Employees desirous of moving from Corporate Office to field and vice-versa may apply six months prior to completion of their tenure. If sufficient posts are not available for rotation preference for movement from field to corporate office would be given to those who have never worked in the Corporate Office.

## **7.0 Transfer from one Project/Plant to another Project/Plant.**

7.1 On completion of tenure employee will be eligible for transfer from one project/plant to another project/plant. The O&M staff will be generally transferred against O&M only.

An employee may give his choice for posting 6 months prior to completion of his/her tenure in case he/she has a choice. Transfer to a specific place cannot be claimed as a right.

## **8.0 Transfer within the Project.**

8.1 Within project/plant employees in exigency of work can be transferred in other areas, irrespective of their tenure.

## **9.0 Transfer from Non-family Station to Family Station.**

9.1 Employee will be transferred after completion of tenure as indicated at Clause 5.1. However, service rendered in one or more non-family stations shall be clubbed together for reckoning the tenure.

9.2 However, employee belonging to such a cadre where such cadre/post is not available at any family stations in such cases employees are liable to continue for a longer period at Non-family Station.

9.3 From Non-family Stations, an employee will be generally considered for transfer to a family station after completion of tenure.

9.4 Interested employees will submit their request for transfer through proper channel along with advance copy to Competent Authority. The request may be submitted 6 months prior to Completion of tenure. Transfer to a specific place cannot be claimed, as right however, the same will be considered as far as possible.

9.5 Once an employee is transferred from non-family station to family station and transfer is not effected due to reasons attributed to concerned employee or employee has opted to remain at non-family station after completion of tenure in such cases he shall not be eligible for transfer for a period of one year.

9.6 If an employee, who has already worked for a complete tenure at non-family station, will not be transferred to another non-family station for a period of next 3 years from the date of his release from the last non-family station as far as possible or unless he himself opts.

## **10.0 GENERAL TERMS:**

10.1 The transfer of employees will be made against requirement as per the sanctioned manpower strength. Criticality of manpower for both the donor and the recipient department shall also be kept in view. While

affecting transfers specialization will also be an important criterion for consideration.

- 10.2 Corporate Establishment will put up the list based on the criteria spelt out in the policy along-with the application received by January of every year so that the list is finalized in February/March and the transfer is made effective before the academic session starts. However transfer can take place at anytime of the year if Company's exigencies so warrant. Employee will send their application through proper channel to Competent Authority.
- 10.3 If both husband and wife are working in HPPCL or one of them is in any other Government service/PSU, efforts will be made to post them at the same location, subject to the availability of vacancy.
- 10.4 An employee who has 2 years of service remaining for superannuation may be considered for posting of his own choice subject to vacancy.
- 10.5 In case of request of an employee for transfer to a particular place, the same may be considered on merit of each case, keeping in view the vacancy and requirement of the organization.
- 10.6 In case an employee is transferred on promotion, promotion will not be effective till the employee reports at the new place of posting.
- 10.7 The management will take appropriate disciplinary action against an employee who brings in outside influence, either orally or in writing, for his transfer in violation of HPPCL Conduct, Discipline and Appeal Rules. Apart from disciplinary action under HPPCL CDA Rules/Standing Orders, as the case may be, while considering promotion by DPC, 5 marks will be deducted.
- 10.8 All employees in respect of whom orders of transfer are issued will be released promptly by the Controlling Officer. However, in case it is not done the employees will automatically stand released on completion of 1 month from the date of issue of the transfer order.
- 10.9 Employees who are trained for a period of 3 months or more in a particular area/discipline will be placed in the job of similar nature as far as feasible.
- 10.10 If some cadre/posts are available at one station or at few stations in such cases employee will be transferred against these cadres/posts only. Thus the employee may continue at the same station for a longer period as per requirement.

## **11.0 Contract Employees**

- 11.1 Contract appointments will be made against specific posts and at specific locations as per requirement. Transfer of contract appointee will not be permitted prior to completion of 5 yrs.
  - 12.0 Management shall reserve the right to modify/amend the provision or repeal the policy.
  - 12.1 MD/Director (P) will be competent to interpret in case any doubt arises and his decision will be final.
-