

ENERGY EFFICIENCY SERVICES LIMITED

4th& 5th Floor, IWA Building, A-13, Sector-1, NOIDA-201301, U.P

Ref No. EESL/0344/10711

Date: 03.01.2018

CIRCULAR NO.: 01/2018

SUB: Fixed Term employees' Service conditions.

With the approval of the Competent Authority , service rules for FT employees have been introduced along with some modifications in the existing terms of employment. A brief summary of changes incorporated are as under :

S. No	Agenda	Existing FT Terms	Amended FT Rules/ Terms
1.	Service Rules	-	Service rules as enclosed
2.	CDA	-	Existing CDA rules of EESL to be made applicable on FT employees
3.	Additional Emoluments	One month pay package upon completion of one year	One month pay package upon completion of one year to be calculated pro-rata basis for the FY as on 31 st March & disbursed alongwith the PRP of regular employees after completion of one year. (refer Annexure-A for illustration)
4.	Annual Increment	3% of the last months package for current year	3% of the last month pay package for current year and the computation of the payable amount shall be done on quarterly basis and shall be made applicable w.e.f 1 st of next quarter(refer Annexure-B for illustration)
5.	Multipurpose Advance Loan	2 months basic recoverable in 24 EMIs	FT Employee shall be eligible upon successful completion of one year of service from date of joining. The amount of advance admissible shall be two Months Basic Pay recoverable in 12 EMIs
6.	Leaves	FT employees are entitled to avail 2 days full pay leaves per month (Maximum 24 leaves during one year contract), which is carry forwarded. Unavailed leaves are allowed to be encashed.	FT employees may be entitled to avail 2 days leaves per month(Maximum 24 leaves during one year contract service), which will not be carry forwarded. Unavailed leaves to the extent of 50% of the total entitled leaves i.e. maximum 12 leaves to be encashed at the end of the one year contract service. No other leaves shall be admissible. (refer Annexure-C for illustration)

J.Bhaskar
3/1/18

6.	Duration of service contract	Tenure of 4 years 6 months.	The tenure of the Fixed Term employee shall be for a period of 4 year and 6 months, however, their performance shall be evaluated annually and contract to be continued subject to satisfactory performance.
7.	Verification of Character & antecedents	No procedure verification	Verification procedure in line with EESL's procedure for regular employees.

This comes into force with immediate effect.

S Bhargava
25/1/18
Sudeep Bhar
AGM(HR)

Encl : As above Annexure-A, B & C
: Approved FT service Rules

Distribution :
All Employees through EESL apps portal.

FIXED TENURE EMPLOYMENT - SERVICE RULES

1. Short Title

These Rules may be called EESL Service Rules for Fixed Tenure Employees as generally known as 'FT Employees'.

2. Definitions:

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

- 2.1** "Employee" means a person appointed to a post in the Corporation to do any work and may be read as FT Employee unless specifically stated to the contrary.
 - 2.2** "Fixed Tenure Employees" means an employee who has been engaged on a temporary basis or against a temporary post for a specified period or for work which is of an essentially temporary nature, likely to be completed within a specific period. The tenure shall not exceed 4.5 years or attaining the age of superannuation i.e. 60 years, whichever date is earlier.
 - 2.3** "Appointing Authority" in relation to an employee means the authority defined under the Recruitment Policy/Rules of EESL
 - 2.4** "Board" Means the Board of Directors of the Corporation.
 - 2.5** "The Corporation" means EESL.
 - 2.6** "Competent Authority" with reference to the exercise of any powers under the rules means the Executive or authority to whom such powers are delegated by the Management either in general or in particular.
 - 2.7** "Management" means the Board of Directors and if authorized by the Board, the Managing Director or any other Executive of the Corporation so authorized.
- NB: These rules have come into force w.e.f. 'DATE'
- 2.8** "Unauthorized Absence" means absence by an employee from his / her duty or place of work without authority either without sanction of any leave or after expiry of sanctioned leave, if any.

3. Scope and Application

These rules shall be applicable to all FT employees of EESL.

4. Exhibition

A copy of these Service Rules (and orders passed by the management in pursuance thereof) shall be affixed on the Notice Board or to be published on the internal employee portal.

5. Amendments and Interpretation

- 5.1** 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.
- 5.2** All amendments, modification, 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.
- 5.3** Managing Director may relax any of these rules to mitigate the hardship caused to any employee or class/category of employees, at his discretion for reasons to be recorded by him. He may also make supplementary rules/orders to give effect to the objective of these rules including any procedural changes.
- 5.4** If any doubts arise relating to the correct interpretation of these rules, the decision of the management thereon shall be final and binding.

6. Appointments

Subject to the EESL's Recruitment Policy and Procedure, the following conditions shall apply to all FT appointments in the Corporation.

6.1 Age

- 6.1.1** The age of a 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.
- 6.1.2** (i) Every employee must declare, on his first appointment, his date of birth according to the Christian era, and produce confirmatory evidence like Matriculation or School Leaving Certificate evidence as may be acceptable to the management.

(ii) An employee is unable to produce, for reasons beyond his control, documentary evidence of his age, he shall state his age and make a written Affidavit sworn before a Magistrate/Oath-Commissioner making a declaration (services of an employee giving a deliberately false affidavit are liable to be terminated) that the age as stated by him is correct. Where an employee is unable to state his exact date of birth, he can state approximately the year or year and the month in which case the 1st of July in the former case and 1st of the month in the latter case will be treated as the date of birth.

(iii) In all cases referred to in clause (ii) above, the age of an employee as stated in the affidavit will be accepted and entered in the records of the Corporation subject to the condition that the said age is certified as correct to the best of his judgment by the Medical Officer authorized by the Corporation for the purpose. The opinion of the Authorized Medical Officer, who may subject the employee to any medical test as he deems fit, shall be binding on the employee in this regard.

(iv) The date of birth record with the Corporation at the time of his appointment shall not be altered except in cases of clerical error or on production of conclusive documentary evidence as stipulated herein along with reasons for non- production of such evidence earlier.

6.2 Medical Fitness

Every candidate appointed to a FT post in the Corporation shall be required to undergo a medical examination by the Corporation's authorized doctor/medical board. All FT appointments will be subject to the candidate's 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 apply to an internal candidate of the Corporation who has already been medically examined and declared fit at the time of his initial appointment. An employee shall be liable to be medically examined any time during the period of his employment with the Corporation.

7. 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 authorities 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 Under takings, 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

- 8.1** 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 Corporation's work in any part of the country or abroad as may be required by the competent authority.
- 8.2** The employee shall be liable to be called upon by the Management at any point of time based on exigencies of work for which no overtime or extra payment shall be paid.

9. Training

- 9.1** Employees are liable to undergo such training/ induction/refresher courses for such period and undertake such examinations/tests, as may be prescribed by the management from time to time.

10. Hours of Work

- 10.1** Every employee shall comply with such instructions 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.
- 10.2** Attendance shall be marked daily according to the method prescribed by the management from time to time.
- 10.3** Absence from duty including absence due to late coming, shall be reckoned as follows:

- a. An employee who does not report for duty on time may not be taken on work, and his absence for the day will be treated, at the discretion of the competent authority, as leave with or without pay or as absence from duty.
- b. 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 employee as per Conduct, Discipline & Appeal Rules.

11. Holidays & Balance of Leaves

- 11.1** The list of festival/closed holidays shall be notified by the management, in the beginning of the year or at any time thereafter, if necessary.
- 11.2** Two days leaves every month will be credited to FT employee. In case of absence from work over and above the stated weekly off, leave and holidays, proportionate amount will be deducted from the consolidated monthly remuneration.
- 11.3** FT employees are not allowed to carry forward the leave balance.
- 11.4** Unavailed leaves to the extent of 50% of the total entitled leaves i.e. maximum 12 leaves may be encashed at the end of their one year service contract. No others leave shall be admissible.

12. Identity Cards

- 12.1** Every employee of the Corporation would be provided with an identity card.
- 12.2** 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.
- 12.3** 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 rupees four hundred only.
- 12.4** Every employee leaving the service of the Corporation for any reason whatsoever, shall surrender his identity card.

13. Change of Address

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

14. Cost-to-company (CTC)

The Cost-to-company (CTC) includes all components including wages and all other statutory and non –statutory benefits like Provident Fund, Conveyance, Mobile reimbursements etc. And payment of wage 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 premises of the Law.

- 14.1** Any wages due to an employee but 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.

14.2 All claims for unclaimed wages must be submitted within three 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.

15. Deduction or recovery from Cost-to-company (CTC):

Apart from the statutory deductions and contributions, the following shall be deducted for the following purposes:

- i. For amenities and services supplied by the Corporation;
- ii. For recovery of advances or for adjustment of over-payments;
- iii. Income tax or any other tax levied by the Government;
- iv. Deduction required to be made by orders of a Court or other authority competent to make such order;
- v. Deduction of amounts due to the Corporation from an employee on any account;
- vi. Any other deductions made with the written authorization of the employee concerned;
- vii. Fines
- viii. For unauthorized absence from duty;
- ix. 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.

16. Other Facilities:

16.1 Multipurpose Advance Policy for Fixed Tenure employees.

- 16.1.1** Eligibility- Any FT employee shall be eligible to take multipurpose advance, upon successful completion of one year of service from date of joining.
- 16.1.2** Amount- The amount of advance admissible shall be two Months Basic Pay and prevailing Allowance as on the date of application.
- 16.1.3** Recovery of the advance shall be made from the salary of the employee in not more than 12 monthly equal installments.

Please Note:

- i. The new advance will be available only after complete recovery of the previous advance.
- ii. In case the service of FT employees is less than 12 months then the recovery shall be increased accordingly.

All other terms and conditions of EESL Multipurpose Advance shall remain same.

17. 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/DA Rules of the Corporation. Eligibility of TA/DA shall be equivalent to the parallel regular cadre employees.

18. Safety

Employees shall be bound 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.

19. Termination

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

1. On end of the Tenure or attaining the age of superannuation whichever is earlier,
2. Due to non-satisfactory performance
3. Resignation
4. Retrenchment
5. Retirement
6. Medical unfitness
7. Death
8. Dismissal or removal from service as a result of disciplinary action
9. On unauthorized absence

19.1 On end of the Tenure or the project, as per terms of appointment letter or attaining the age of superannuation whichever is earlier:

- 19.1.1** The services of an employee may be terminated by giving such notice 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
- 19.1.2** The engagement is purely on contract basis. The contract will be for a period of **4.5 years**, revised continuously each year subject to satisfactory service from the date of joining or attaining the age of superannuation i.e. 60 years (whichever is earlier). Service of a FT 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 one 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 one month, the notice period or pay in lieu thereof will be correspondingly reduced.
- 19.1.3** In case, the tenure of an employee ends, against whom disciplinary proceedings are pending or contemplated, therein the relieving shall not be without any prejudice to take legal action against the employee.

19.2 Due to non-satisfactory performance

The tenure of the Fixed Term employee (hereinafter referred to as FT) is for a period of 4.5 years. However, the performance of FT employee shall be evaluated annually in line with regular employees and contract to be continued subject to satisfactory performance.

19.3 Resignation:

19.3.1 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 as per the provisions indicated under Rule 19.1.

19.3.2 Under no circumstance, the resignation tendered by an employee whose conduct is under investigation, be accepted, without the sanction of the authority competent to dismiss him.

Note Where an employee submits resignation during pendency or where disciplinary proceedings are contemplated, the resignation may be accepted by the appointing authority if charges are not in the nature of moral turpitude, criminal offence, bribery or corruption or where substantial loss to Company is involved or where the evidence against delinquent employee doesn't warrant or justify assumption that if the departmental proceedings were continued, the employee would be removed or dismissed from service. However, in other cases of lesser nature, in the letter accepting the resignation, it must be indicated that the enquiry proceedings were pending or contemplated against the employee.

19.4 Retrenchment:

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

19.5 Superannuation

The normal age of Superannuation for the employees of the corporation shall be 60 years i.e. from the afternoon of the last day of the month in which the employee completes the age of 60 years. Note In the event of the date of birth of an employee falling on the first day of a month, the concerned employee shall retire in the afternoon of the last day of the previous month.

Illustration:

(i) Date of birth of an employee 15.1.1943

Date of Superannuation 31.1.2003AN

(ii) Date of Birth 1.4.1943

Date of Superannuation 31.3.2003AN

No employee shall be granted extension in service beyond the age of 60 years.

19.6 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.

19.7 Death:

Pay and allowances of an employee may be drawn in his name up to the day of his demise, the hour at which it took place having no effect on the claim of his outstanding dues.

19.8 As a result of disciplinary action:

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

19.9 Termination on account of unauthorized absence:

An employee who remains unauthorized absent from duty or place of work either without sanction of any leave or after expiry of sanctioned leave, if any, and does not report for duty for any reason whatsoever within 30 consecutive days from the date of his/her unauthorized absence, shall automatically lose lien on his/her post and he/she shall be deemed to have voluntarily abandoned and left the service of the corporation without notice.

Provided, however, if the employee subsequently substantiates and accounts for his/her unauthorized absence from duty within 30 consecutive days from the date of the termination order to the entire satisfaction of the management, the management may regularize his/her period of unauthorized absence on such terms and conditions as it may deem fit and proper.

20. Service Certificate

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 employees, pay scale of the last post held and the pay drawn by the employee at the time of his leaving the Corporation.

21. Issue of No Objection Certificate for Interview for outside employment :

If an employee seeks to appear for an interview for employment in a Govt sector or PSU then the employee may be given NOC after completion minimum of 6 months of continuous service in the company and vigilance clearance.

22. Interpretation:

In case of any doubt arising with regard to any of the provision of the above service rules or decision on any matter not covered by these rules the final authority shall vest with Managing Director whose decision shall be final.

Illustration:

A) Date of joining of FT employee	01 st August 2017
Completion of one year	31 st July 2018
Pay Package	Rs. 50,000/- per month
Additional emoluments payable up to 31 st March 2018 (for the months August'17 up to March'18 on pro rate basis)*	$(50000/12) \times 8 = \text{Rs.} 33,000/-$

*Disbursement month assuming to be Oct'18

B) Date of joining of FT employee	01 st January 2017
Completion of one year	31 st December 2017
Pay Package	Rs. 50,000/- per month
Additional Emolument on Pro-rata basis Payable from 1 st Jan'17 to 31 st March'17	$(50,000/12) \times 3 = \text{Rs.} 12500/-$
Additional emoluments payable upto 31 st March 2018 (for the months 1 st April'17 up to 31 st March'18 on pro rate basis)	$(50000/12) \times 12 = \text{Rs.} 50,000/-$

*Disbursement month assuming to be Oct'18

Annexure-B

Illustration:

Employees appointed between	Standard date of Annual Increment @3%
01 st January'17 and 31 st March'17	01 st April'17
01 st April'17 and 30 th June'17	01 st July'17
01 st July'17 and 30 th September'17	01 st October'17
01 st October'17 and 31 st December'17	01 st January'18

Annexure-C

Illustration:

Date of joining of FT employee	1 st Jan'17
Completion of one year of contract service	31 st Dec'17
FT Employee Basic pay per month	Rs. 28000
If, encashable leaves at end of one year contract service period are	12
Amount Payable after 31 st Dec'17 shall be	= Rs.28,000 /30x12= Rs.11200/-