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No.9/29/2008-SSI(P)-I  
Government of India  
Ministry of Micro, Small & Medium Enterprises  
SSI(P)-I Section  
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Udyog Bhavan, New Delhi-110011.  
Dated the 23<sup>rd</sup> March, 2010.


To

The Chairman-cum-Managing Director,  
National Small Industries Corporation Limited,  
NSIC Bhavan, Okhla Industrial Estate,  
New Delhi-110020.

**Subject: Appointment of Shri Ravindra Nath, as Director(Finance) in the National Small Industries Corporation Limited (NSIC) - terms and conditions of.**

Sir,

1. I am directed to convey the sanction of the President to the appointment of Shri Ravindra Nath, as Director (Finance) in National Small Industries Corporation Limited (NSIC) w.e.f. 1.10.2009 (FN) on the following terms and conditions :-
  - 1.1 Period: His appointment will be for a period of five years w.e.f. 1.10.2009 in the first instance or till the date of superannuation or until further orders, whichever event occurs earlier and in accordance with the provisions of the Companies Act, 1956 as amended. The appointment may, however, be terminated even during this period by either side on 3 months notice or on payment of three months salary in lieu thereof.
  - 1.2. After the expiry of the first year, the performance of Shri Ravindra Nath will be reviewed to enable the Government to take a view regarding continuance or otherwise for the balance period of tenure.
  - 1.3 Headquarters: His Headquarters will be at Delhi where the registered office/headquarters of the CPSE is located. He will be liable to serve in any part of the country at the discretion of the CPSE.
  - 1.4 Pay: Shri Ravindra Nath will draw a basic pay of Rs. 65000/- per month in the scale of Rs. 65000-75000 from the date of assumption of Office.
  - 1.5 Dearness Allowance: He would be paid DA in accordance with the new IDA scheme as spelt out in the DPEs' O.M. dated 26.11.2008 & 02.04.2009.
  - 1.6 Annual Increment : He will be eligible to draw his annual increment @3% of basic pay on the anniversary date of his appointment in the scale and further increments on the same date in subsequent years until the maximum of pay scale is reached. After

Issued  
on 23/3/10  


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reaching the maximum of the scale, one stagnation increment equal to the rate of last increment drawn will be granted after completion of every two-year period from the date he reaches the maximum of his pay scale provided he gets a performance rating of "Good" or above. He will be granted a maximum of three such stagnation increments.

1.7 House Rent Allowance: He will be entitled to HRA as per the rates indicated in O.M. dated 26.11.2008.

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

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

1.8.2. Leased accommodation: If the CPSE either in township or is not able to provide residential accommodation out of the residential flats & purchased by it in the Headquarter, suitable accommodation could be arranged by the CPSE by taking the premises on leased basis at headquarter of the company. The Board of Directors may decide the size, type and locality of such accommodation as per DPE O.Ms. dated 05.06.2003, 26.11.2008 and 02.04.2009. For purpose of CTC, 30% of basic pay may be considered as expenditure on Housing.

1.8.3. Self-lease: If he owns a house at the place of his posting (Headquarter) and is desirous of taking his own house on self-lease basis for his residential purposes, CPSE can permit him to do so provided he executes a lease-deed in favour of the CPSE. The Boards of Directors may decide the size, type and locality of such accommodations.

1.8.4 Repair / maintenance of leased accommodation : The responsibility for repair and maintenance of leased accommodation is that of the lessor. Lease rent will be allowed only for 12 months in a year and no additional amount will be provided towards repair / maintenance of leased accommodation.

1.8.5. Existing lease deeds: The lease agreement signed by the CPSE in respect of the accommodation taken on lease basis for him, if any, prior to 26.11.2008 would not be re-opened during the pendency of the lease period. The lease money, in other words, should not be hiked till the expiry of lease period. This proviso would be applicable even if he had been permitted to take his own house on self-lease basis.

1.8.6. Office accommodation: No office accommodation at the expense of CPSE would be provided or arranged by the CPSE at his residence.



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1.9 Rent Recovery:

1.9.1 CPSE's township/own flats: Recovery of rent for the accommodation arranged by the company in its own township or from the pool of flats purchased by it in cities and towns and so allotted to him would be made at the rate of 10% of basic pay from (date of Joining) or the standard rent fixed by the company whichever is lower. Where the CPSE has prescribed flat rates of recovery in respect of accommodation in its townships depending on each type of accommodation i.e. recovery of rent on uniform basis for each type of accommodation, then rent would be paid by him as prescribed by the CPSE.

1.9.2 Leased Accommodation: In respect of leased accommodation arranged by CPSE, rent would be recovered from him at the rate of 10% of basic pay from (date of joining) or the actual rent which ever is lower.

1.10 Conveyance: He will be entitled to the facility of staff car for private use as indicated below:

<u>Name of the City</u>	<u>Ceiling on non-duty Journeys.</u>
Delhi, Mumbai, Kolkata, Chennai, Bangalore and Hyderabad.	1000 KM/PM

All other cities	750 KM/PM
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Monthly rate of recovery for non-duty journeys would be as follows:

<u>Non-air-conditioned cars</u>	<u>Rupees per month.</u>
Below 16 HP	Rs. 325/-
Above 16 HP	Rs. 490/-

Air conditioned cars. (The Chief Executive of Schedule 'A' PSE may be allowed air-conditioned cars)

Below 16 HP	Rs. 520/-
Above 16 HP	Rs. 780/-

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

1.12 Other Allowance / Perks : The Board of Director will decide on the Allowance and Perks subject to a maximum ceiling of 50% of his basic pay as indicated in O.M. dated 26.11.2008 and 02.04.2009.

1.13 Performance Related Payment : He shall be eligible for approved PRP as per O.Ms. dated 26.11.2008, 09.02.2009 and 02.04.2009.

1.14 Superannuation Benefits : He shall be eligible for superannuation benefit based on approved schemes as per O.M. dated 26.11.2008 & 02.04.2009.

1.15 Conduct, Discipline and Appeal Rules:

1.15.1 The Conduct, Discipline and Appeal Rules framed by CPSE in respect of their non-workmen category of staff would also *mutatis mutandis* apply to him with the modification that the Disciplinary Authority in his case would be the President of India.

1.15.2 The Government also reserves the right not to accept his resignation if the circumstances so warrant i.e. the disciplinary proceedings are pending or a decision has been taken by the competent authority to issue a charge sheet to him.

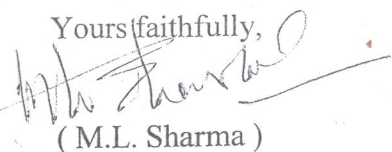
1.16 Restriction on Joining Private Commercial Undertakings after retirement/ Resignation:

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

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

3 This issues with the concurrence of the Finance Division vide their U.O. No. 89/US(TSR)/F-I/10 dated 16.03.2010 and Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises vide their UO. No. N-97/09-DPE(WC) dated 18.02.2010.

Yours faithfully,



( M.L. Sharma )

Under Secretary to the Government of India

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1. Shri Ravindra Nath, Director (Finance), NSIC Ltd., Okhla Indl. Estate, NSIC Bhawan, New Delhi- 110020
2. All Members of the Board of Directors of NSIC Ltd. New Delhi
3. Company Secretary, NSIC Ltd., Okhla Indl. Estate, NSIC Bhawan, New Delhi - 110020
4. Secretariat of the Appointment Committee of the Cabinet (Establishment Officer), North Block, New Delhi w.r.t. their O.M. No. 13(12)/EO/2009(ACC) dated 19.8.2009
5. Public Enterprises Selection Board, CGO Complex, Lodi Road, New Delhi - 110003 (Wrt. No. N 97/09/DPE (WC) Dt. 18.2.2010)
6. Secretary, Department of Public Enterprises, CGO Complex, Lodi Road, New Delhi- 110003
7. The Comptroller & Auditor General of India, Commercial Audit, IP Estate, New Delhi - 110002
8. Registrar of Companies, CGO Complex, Lodi Road, N. Delhi - 110003
9. Pay & Accounts Office, Nirman Bhawan, New Delhi
10. PS to MOS(I/C), MSME
11. Sr. PPS to Secretary (MSNE)
12. PS to AS & DC(MSME), Nirman Bhawan, N. Delhi
13. PS to AS & FA, Udyog Bhawan, New Delhi
14. PS to JS(PK)
15. PS to JS(SKP)
16. PS to EA, M/o MSME.
17. Vigilance Desk, Ministry of MSME
18. I.F. Wing (Shri T.S. Rautela, Under Secretary).
19. Establishment Section, Min. of MSME
20. Guard File

(M.L. Sharma)

Under Secretary to the Government of India