

## GAIL:

GAIL (India) Limited is India's leading natural gas company with diversified interests across the natural gas value chain of trading, transmission, LPG production & transmission, LNG re-gasification, petrochemicals, city gas, E&P, etc. It owns and operates a network of around 16240 km of natural gas pipelines spread across the length and breadth of country. It is also working concurrently on execution of multiple pipeline projects to further enhance the spread. GAIL commands ~66% market share in gas transmission and has a Gas trading share of over ~ 54% in India. GAIL and its Subsidiaries / JVs also have a formidable market share in City Gas Distribution . In the Liquefied Natural Gas (LNG) market, GAIL has significantly large portfolio. GAIL is \_\_\_also a pioneer in using gas for producing petrochemicals and has an integrated 810 KTPA gas based petrochemical complex in Uttar Pradesh. GAIL is co-promoter of two other petrochemical plants including 280 KTPA BCPL Complex in Assam and 1.1 MMTPA OPaL project in Gujarat. Further, GAIL has acquired JBF Petrochemicals Limited (JBFPL) of 1.25 MMTPA Purified Terephthalic Acid (PTA) through Corporate Insolvency Resolution Process (CIRP). JBFPL has been renamed as GAIL Mangalore Petrochemicals Limited (GMPL) and is now a wholly owned subsidiary of GAIL. GAIL holds participating interest in 10 domestic E&P blocks, 2 E&P blocks in Myanmar and 1 shale gas asset in US. GAIL is also the promoter of Konkan LNG Private Limited which operates LNG regasification terminal at Dhabol with design capacity of 5 MMTPA. GAIL is a pioneer in City Gas Distribution business in India with 8 JVs and 3 subsidiaries in India for its CGD business, notably Indraprastha Gas Limited (IGL) in Delhi and Mahanagar Gas Limited (MGL) in Mumbai. GAIL group companies are authorized in 72 GAs across the nation out of the total 308 GAs. GAIL cater to communities across the country summing up to the mammoth number of approximately 82 lakh PNG customers (65 %) and 2600+ CNG stations (40%) of the country's share. GAIL has successfully commissioned India's First Project for blending of Hydrogen in City Gas Station, at Indore. GAIL has installed its first Green Hydrogen Plant at GAIL Vijaipur in Madhya Pradesh of 10 MW capacity to produce 4.3 TPD of Green Hydrogen. GAIL is also expanding its presence in renewable energy like Solar, Wind and Biofuel.

Alliances:

## LARGE PUBLIC SECTOR ORGANISATION

### 1. ONGC (Oil and Natural Gas Corporation)

- ONGC is one of India's largest public sector companies, responsible for exploration and production of oil and natural gas. GAIL is a significant customer of ONGC, as it transports and markets natural gas produced by ONGC.

## **2. Indian Oil Corporation (IOC)**

- IOC is a major player in the petroleum refining and marketing industry. It works in tandem with GAIL, as both organizations are involved in the distribution of natural gas and other petroleum products across India.

## **3. Bharat Petroleum Corporation Limited (BPCL)**

- BPCL is another large public sector organization in the energy sector. It operates in the refining, marketing, and distribution of petroleum products. BPCL and GAIL often collaborate on projects related to natural gas and petrochemical products.

## **4. Hindustan Petroleum Corporation Limited (HPCL)**

- HPCL is involved in the refining and marketing of petroleum products. Like BPCL, HPCL works alongside GAIL on projects involving natural gas distribution and infrastructure development.

## **5. Petronet LNG Limited**

- Although not directly under GAIL, Petronet LNG is a joint venture between GAIL, ONGC, IOC, and BPCL. It focuses on importing and regasifying liquefied natural gas (LNG), and GAIL is one of its primary stakeholders.

## **6. Mahanagar Gas Limited (MGL)**

- MGL is a joint venture between GAIL and British Gas, responsible for the distribution of natural gas in Mumbai and its suburbs. It plays a key role in supplying natural gas to industrial, commercial, and domestic customers.

## **7. Indraprastha Gas Limited (IGL)**

- IGL, another joint venture with GAIL, is responsible for supplying natural gas to Delhi and surrounding regions. IGL distributes compressed natural gas (CNG) and piped natural gas (PNG) for domestic and industrial use.

GAIL (India) Ltd is a state-owned enterprise and a leading public sector company in India, primarily involved in natural gas processing and distribution. It operates under the Ministry of Petroleum and Natural Gas. While GAIL itself is a large public sector

company, several other major public sector undertakings (PSUs) and companies operate under the same ministry or are associated with similar industries. Here are some large public sector companies under or related to GAIL:

### 1. ONGC (Oil and Natural Gas Corporation)

- **Sector:** Oil and Gas Exploration and Production
- **Role:** ONGC is one of the largest oil and gas exploration and production companies in India. It is involved in exploring, drilling, and producing hydrocarbons.

### 2. IOCL (Indian Oil Corporation Limited)

- **Sector:** Oil and Gas Refining and Marketing
- **Role:** IOCL is the largest commercial enterprise in India, dealing with the refining, transportation, and marketing of petroleum products.

### 3. BPCL (Bharat Petroleum Corporation Limited)

- **Sector:** Oil and Gas Refining and Marketing
- **Role:** BPCL operates in refining crude oil and marketing petroleum products.

### 4. HPCL (Hindustan Petroleum Corporation Limited)

- **Sector:** Oil and Gas Refining and Marketing
- **Role:** HPCL focuses on the refining of crude oil and the marketing of petroleum products.

### 5. ONGC Videsh Ltd.

- **Sector:** International Oil and Gas Exploration
- **Role:** ONGC Videsh is the international arm of ONGC, involved in exploration and production activities abroad.

### 6. Petronet LNG

- **Sector:** LNG Infrastructure and Supply
- **Role:** Petronet LNG focuses on the import, storage, and regasification of liquefied natural gas (LNG).

### 7. EIL (Engineers India Limited)

- **Sector:** Engineering Consultancy

- **Role:** EIL provides engineering and related technical services for petroleum refineries and other industrial projects.

## 8. OIL (Oil India Limited)

- **Sector:** Oil and Gas Exploration and Production
- **Role:** OIL is involved in the exploration, development, and production of crude oil and natural gas.

## 9. MRPL (Mangalore Refinery and Petrochemicals Limited)

- **Sector:** Oil Refining
- **Role:** MRPL, a subsidiary of ONGC, operates one of India's largest oil refineries.

## 1. ONGC (Oil and Natural Gas Corporation)

- ONGC is one of India's largest public sector companies, responsible for exploration and production of oil and natural gas. GAIL is a significant customer of ONGC, as it transports and markets natural gas produced by ONGC.

### Human Resource

#### Tweets by ONGC\_



Not only had India... set up her own machinery for oil exploration and exploitation... an efficient oil commission had been built where a large number of bright young men and women had been trained and they were doing good work. Pandit Jawahar Lal Nehru, India's first Prime Minister to Lord Mountbatten, on ONGC (1959).



Today, ONGC is the flagship company of India; and making this possible is a dedicated team of nearly 33,000 professionals who toil round the clock. It is this toil which amply reflects in the aspirations and performance figures of ONGC. The company has adopted progressive policies in scientific planning, acquisition, utilization, training and motivation of the team. At ONGC, everybody matters, every soul counts.

ONGC has a unique distinction of being a company with in-house service capabilities in all the activity areas of exploration and production of oil & gas and related oil-field services.

Needless to emphasize, this was made possible by the men & women behind the machine. Over 18,000 technically-competent experienced scientists, engineers and specialist professionals, mostly from distinguished Universities / Institutions of India and abroad form the core of our executive profile. They include geologists, geophysicists, geochemists, drilling engineers, reservoir engineers, petroleum engineers, production engineers, engineering & technical service providers, financial and human resource experts and IT professionals.

### HR Vision

"To build and nurture a world class Human capital for leadership in energy business".

### HR Mission

"Adopt and continuously innovate best-in-class HR practices to support business leaders through engaged, empowered and enthused employees".

### HR Objectives

- Enrich and sustain the culture of integrity, belongingness, teamwork, accountability and innovation.
- Enhance employee competencies continuously.

- Build a joyous work place.
- Promote high performance work systems.
- Upgrade and innovate HR practices, systems and procedures to global benchmarks.
- Promote work life balance.
- Measure and Audit HR performance.
- Promote work life balance. Integrate the employee family into the organisational fabric.
- Inculcate a sense of Corporate Social responsibilities among employees.

### Measuring HR Performance

HR Parameters have been incorporated in the MOU by ONGC since 1994-95, to systematically and scientifically evaluate effectiveness of HR Systems, which enables and facilitates time bound initiatives.

### HR Parameters of MoU for 2009-2010

- Mentoring and coaching
- HR Audit
- Engagement Survey
- Continuous professional education credit course for finance executives of ONGC.

### A Motivated Team

HR policies at ONGC revolve around the basic tenet of creating a highly motivated, vibrant & self-driven team. The Company cares for each & every employee and has in-built systems to recognise & reward them periodically. Motivation plays an important role in HR Development. In order to keep its employees motivated the company has incorporated schemes such as Reward and Recognition Scheme, Grievance Handling Scheme and Suggestion Scheme.

### Incentive Schemes to Enhance Productivity

- Productivity Honorarium Scheme
- Job Incentive
- Quarterly Incentive
- Reserve Establishment Honorarium
- Roll out of Succession Planning Model for identified key positions
- Group Incentives for cohesive team working, with a view to enhance productivity

### Training & Development

An integral part of ONGC's employee-centred policies is its thrust on their knowledge upgradation and development. ONGC Academy, previously known as Institute of

Management Development (IMD), which has an ISO 9001 certification, along with 7 other training institutes, play a key role in keeping our workforce at pace with global standards.

ONGC Academy is the premier nodal agency responsible for developing the human resource of ONGC. It also focuses on marketing its HRD expertise in the field of Exploration & Production of Hydrocarbons. ONGC's Sports Promotion Board, the Apex body, has a Comprehensive Sports Policy through which top honours in sports at national and international levels have been achieved.

### Transforming The Organization

ONGC has undertaken an organization transformation exercise in which HR has taken a lead role as a change agent by evolving a communication strategy to ensure involvement and participation among employees in various work centers. Exclusive workshops and interactions/brainstorming sessions are organized to facilitate involvement of employees in this project.

### Participative Culture

Policies and policy makers at ONGC have always had the interests of the large and multi-disciplined workforce at heart and have been aware of the nuances and significance of cordial Industrial Relations. By enabling workers to participate in management, they are provided with an Informative, Consultative, Associative and Administrative forum for interactive participation and for fostering an innovative culture.

In fact, ONGC has been one of the few organizations where this method has been implemented. It has had a positive impact on the overall operations since it has led to enhanced efficiency and productivity and reduced wastages and costs.

### A Model Corporate Citizen

Respect and dignity are the key values that underline the relationship ONGC has with its human assets. Conscious about its responsibility to society ONGC has evolved guidelines for Socio-Economic Development programmes in areas around its operations all over the country.

- Education
- Health Care and Family Welfare
- Community Development
- Promotion of Sports and Culture
- Calamity Relief
- Development of Infrastructural Facilities



- Development of the Socially & Economically Weaker Sections of Society Benefit and Welfare

## Sports

Around 150 sportspersons including 95 international level performers are on the rolls of ONGC representing your Company in 15 different games.

## Corporate Social Responsibility

- ONGC is spearheading the United Nations Global Compact - World's biggest corporate citizenship initiative to bring Industry, UN bodies, NGOs, Civil societies and corporate on the same platform.
- During the year, your Company has undertaken various CSR projects at its work centres and corporate level.

## Women Empowerment

Women employees constitute about 5% of ONGC's workforce. Various programmes for empowerment and development, including programme on gender sensitization are organized regularly.

## 2. Indian Oil Corporation Limited

### WHISTLE BLOWER POLICY

Objective 1.1 The Board of Directors of IndianOil at its meeting held in May 2008 had accorded approval to the Whistle Blower Policy as required under Clause 49 of the Listing Agreement executed by the Company with the Stock Exchange(s). Subsequently, the Listing Agreement was repealed with implementation of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. However, the requirement to have a Whistle Blower Policy was continued in the Regulations. 1.2 SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended vide notification dated 31.12.2018, also provides that the Whistle Blower Policy of the Listed Entity should enable its employees



to report instances of leak of Unpublished Price Sensitive Information.

1.3 Indian Oil Corporation endeavours to work against corruption in all its forms, including demanding and accepting bribe, illegal gratification or unjust rewards and appropriate provisions have been incorporated in the Conduct Discipline and Appeal Rules / Standing Orders applicable to employees. 1.4 In pursuance with the above objective and the best practices of Corporate Governance, the Corporation in supersession of the "Whistle Blower Policy" in vogue since 2008, has framed this "Whistle Blower Policy" to ensure greater transparency in all aspects of the Corporation's functioning, by formulating a procedure for its employees to report genuine concerns about unethical behavior and bring to the attention of the Corporation, incidents of improper activities without fear of victimization.

2. Definitions In this Policy unless repugnant to the subject or context of its usage, the following expressions shall carry meanings hereunder assigned to them, namely:-

- a) "Audit Committee" means the Audit Committee constituted by the Board of Directors of the Corporation in accordance with the applicable provisions of the Companies Act and SEBI Regulations, as amended from time to time including any reenactment thereof.
- b) "Bonafide Complaint" A complaint shall be deemed to be bonafide unless it is found to be motivated.
- c) "Complaint" means reporting of an Improper Activity of any employee or group of employees of the Corporation made by a Whistle-blower in writing in conformity with this Policy.
- d) "Corporation" means Indian Oil Corporation Ltd.
- e) "Competent Authority" means the Functional Director of the Corporation and will include any person(s) to whom they may delegate any of their powers as the Competent Authority under this Policy.
- f) "Disciplinary Authority" means the Disciplinary Authority as defined in the CDA Rules, 1980.
- g) "Employee" means every employee on the rolls of the Corporation (whether working in India or abroad).
- h) "Improper Activity" means any activity by an employee of the Corporation that is undertaken in performance of his or her official duty, whether or not that act is within the scope of his or her employment, and which is in violation of any law or the rules of conduct applicable to the employee.
- i) "Investigate" with its grammatical variations means the investigation of a Complaint conducted by investigative machinery pursuant to this policy.
- j) "Investigative Machinery" means any Department concerned with subject matter of complaint or Internal Vigilance Department.
- k)

"Motivated Complaint" A Complaint shall be deemed to be "motivated" if it is found to be deliberately false or motivated by revenge, enmity or mischief or other extraneous considerations. l) "Policy" means this "Whistle Blower Policy" m) "Protected Disclosure" means a bonafide Complaint of Improper Activity. n) "Suspected employee" means an employee against or in relation to whom a protected disclosure has been made or evidence gathered during the course of investigation. o) "Unpublished price sensitive information" means any information, relating to IndianOil or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily include but not restricted to, information relating to the following: i) financial results; ii) dividends; iii) change in capital structure; iv) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions; p) "Victimization" means any act by which the Whistle-blower is victimized for making a bonafide complaint. q) "Whistle-blower" means an employee of the Corporation who has made a protected disclosure.

3. Essentials of Complaint

3.1 A Complaint shall be in writing, signed by the Whistle-blower and shall bear the identity of the Whistle-blower. Anonymous or pseudonymous Complaints shall not be entertained.

3.2 The Complaint shall be in a sealed envelope and addressed to the Competent Authority. If the Whistle-blower believes that there is a conflict of interest between the Competent Authority and the Whistle-blower, the Whistle-blower may send the complaint directly to Chairman, who shall mark the Complaint for further action to such Authority or person as deemed fit

3.3 The Whistle-blower may not be an investigator and hence is not expected to have conducted any independent investigation prior to making the Complaint. The Whistle-blower is, however, expected to have knowledge of the facts on which the Complaint is based and must, therefore, disclose sufficient facts about the existence of Improper Activity by an employee of the Corporation in the Complaint. The Whistle-blower must also disclose that the Complaint is not, on the face of it, motivated for which the Whistle-blower shall disclose the relationship or dealings of the Whistle-blower with Suspected Employee(s) in the Complaint.

3.4 The Corporation will not entertain or enquire into any Improper Activity which is the subject matter of any inquiry or order under the Public Servants' Inquiries Act, 1850 or under the Commissions of Inquiry Act,

1952. 3.5 The complaint / improper activity may include but shall not necessarily be limited to the following acts:- - Forgery or alteration of official documents. - Unauthorised alteration or manipulation of computer files. - Fraudulent financial reporting. - Fraud or willful omission to perform duty. - Pursuit of a benefit or advantage in violation of the Corporation's interest. - Misappropriation / misuse of Corporation's resources like funds, supplies, or other assets - Authorising / receiving compensation for goods not received / services not performed. - Improper use of authority - Release of Proprietary Information - Theft of cash / goods / services - Harassment - Bribery - Leakage / misuse of unpublished price sensitive information in violation of IndianOil's Insider Trading Code. 4. Investigation 4.1 The Competent Authority shall determine whether the circumstances warrant an Investigation into the Complaint in the case. If the Competent Authority determines that an investigation is not warranted, reason(s) for such determination shall be recorded in writing. 4.2 If the Competent Authority is prima facie satisfied that the Complaint warrants investigation of the alleged Improper Activity, Competent Authority will direct appropriate investigating machinery of the Corporation to investigate the complaint. 4.3 The investigation shall be fair and objective, and shall be undertaken by a person or persons who have no conflict of interest either with the Whistle-blower or with the Suspected Employee(s). 4.4 All employees of the Corporation are duty bound to co-operate with the investigator(s) to the extent that their co-operation will not compromise self-incrimination protection afforded under the law. 4.5 Suspected Employee(s) will normally be informed of the allegations at the outset of a formal Investigation, and will have opportunity for providing inputs during investigation. 4.6 Suspected Employee(s) will not be entitled to any form of representation, including legal representation, during investigation. 4.7 The Investigation shall be completed within 30 (Thirty) - days or such extended period as the Competent Authority may permit for reasons to be recorded. The period fixed for Investigation is the essence, since action(s), if any, to be taken on the Complaint will depend on investigation and speedy action. 4.8 The Investigator(s) will submit a report on the investigation to the Competent Authority, which shall mark the completion of the investigation, unless the Competent Authority requires any further investigation into any specific allegation(s) or aspect(s), in which event

the Competent Authority will specify the charge(s) or aspect(s) on which the further investigation is to be undertaken, and will fix the time within which the further investigation will be completed. 4.9 Suspected Employee(s) have the right to be informed of the outcome of the investigation. 5. Confidentiality & Protection 5.1 A Whistle-blower of a Protected Disclosure shall be entitled to the following protections: (i) To the extent possible within the limitations of the law and requirements of the investigation, the identity of the Whistleblower shall be kept confidential by the Competent Authority, and shall not be disclosed unless such disclosure is necessary for proper investigation. Any such disclosure, if made, for the purpose of a proper investigation shall carry with it a caveat of secrecy and non-disclosure by the recipient, so that any further unauthorized disclosure by such person of the identity of the Whistle-blower shall constitute a breach of the Code of Conduct, applicable to such person; and (ii) Protection of the Whistle-blower against victimization. 5.2 Similarly, confidentiality of identity of the Suspected Employee(s) under investigation shall be maintained within the same limitations. 5.3 The Whistle-blower will be entitled to information on the disposition of the Complaint in absence of over-riding legal or public interest against such disclosure. 6. Grievances 6.1 If the Whistle-blower feels aggrieved with the disposition of his or her complaint or if the Whistle-blower or the suspected employee feels that protection which either of them is entitled to has not been provided or has been disregarded, the Whistle-blower or Suspected Employee as the case may be, may make a representation in writing of his or her grievance to the Chairman of the Corporation, who will take such action in the matter as the Chairman considers necessary to redress the grievance. 6.2 If the Whistle-blower or Suspected Employee feels aggrieved with the action taken by the Chairman of the Corporation on a representation made under clause 6.1, he/she may make a representation in writing of his or her grievance to the Chairperson of the Audit Committee of the Board of Directors of the Corporation, who shall take or direct such action on the representation as he shall deem fit. The decision of the Chairperson of the Audit Committee of the Board of Directors of the Corporation shall be final and binding on the Whistle-blower and on the Suspected Employee(s). 7. Action 7.1 If the Competent Authority is of the opinion that the investigation discloses the existence of Improper Activity which is an

offence punishable in law, the Competent Authority may direct the concerned Authority to report the offence(s) to the appropriate law enforcement agency for investigation and /or action. 7.2 If the Competent Authority is of the opinion that the investigation discloses the existence of Improper Activity which warrants disciplinary action against suspected employee(s) or any other person(s), the Competent Authority shall report the matter to the concerned Disciplinary Authority for appropriate disciplinary action. 7.3 If the Competent Authority is satisfied that the protected disclosure is false, motivated or vexatious, the Competent Authority may report the matter to the concerned Disciplinary Authority for appropriate disciplinary action against Whistleblower/Complainant. 7.4 The Competent Authority shall take such other remedial action as deemed fit to remedy the Improper Activity mentioned in the protected disclosure or to prevent the re-occurrence of such Improper Activity. 7.5 If the Competent Authority is of opinion that the investigation discloses that no further action on protected disclosure is warranted, he shall so record in writing and also inform Whistleblower in writing. 8. Review 8.1 The Competent Authority shall submit a report of the complaint, of the investigation conducted, and of the action taken to the Chairperson of the Audit Committee of the Board of Directors of the Corporation who shall have power to review any action or decision taken by the Competent Authority. 8.2 All employees of the Corporation shall abide by, obey and be bound to implement any decision taken or direction given by the Chairperson of the Audit Committee of the Board of Directors of the Corporation under or pursuant to this Policy. 9. Communication The Whistle Blower Policy shall be placed on the intranet of the company and once placed, it shall be construed that the employees have been communicated about the contents of the policy. 10. Amendment This policy can be changed, modified or repealed at any time by the Board of Directors of the Corporation.

## CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT PERSONNEL

This Code of Conduct (hereinafter referred to as the “Code”) shall be called “The Code of Conduct for Board Members and Senior Management Personnel” of Indian Oil Corporation Limited (hereinafter referred to as the “Company”). 1.2 This Code envisages that the Board of Directors of the Company (“Board”) and Senior Management Personnel (as hereinafter defined) (collectively referred to as “Officers”) must act within the bounds of the authority conferred upon them and with a duty to comply with the requirements of applicable law. 1.3 The purpose of this Code is to enhance ethical and transparent process in managing the affairs of the Company, and thus to sustain the trust and confidence reposed in the Officers by the shareholders of the Company. Officers are expected to understand, adhere to, comply with and uphold the provisions of this Code and the standards laid down hereunder in their day-to-day functioning. 1.4 The principles prescribed in this Code are general in nature and lay down broad standards of compliance and ethics, as required by Clause 49 of the Listing Agreement with the BSE Ltd. and the National Stock Exchange (collectively referred to as “Stock Exchanges”). The Officers should also review other applicable policies and procedures of the Company for specific instructions and guidelines, which are to be read in conjunction with this Code. 1.5 The Company currently has in place Conduct, Discipline & Appeal Rules, (the “CDA Rules”), which govern the conduct of all employees of the Company including Whole- time Directors but excluding Non Whole-time Directors. This Code has now been framed specifically in compliance with the provisions of Clause 49 of the Listing Agreement with the Stock Exchanges and Schedule IV of the Companies Act 2013. In respect of the Company’s Whole-time Directors and Senior Management Personnel this Code is to be read in conjunction with the CDA Rules.

2. DEFINITIONS & INTERPRETATION 2.1 In this Code, unless repugnant to the meaning or context thereof, the following expressions, wherever used in this Code, shall have the meaning assigned to them below: (i) “Board” shall mean the Board of Directors of the Company. (ii) “Board Members” shall mean the Directors on the Board of Directors of the Company. (iii) “Company” shall mean the Indian Oil Corporation Limited. (iv) “Government” shall mean Govt. of India. (v) “Officers” shall collectively refer to the Board Members and the

Senior Management Personnel. (vi) "Relative" shall have the same meaning assigned to the term in Sections 2(77) of the Companies Act, 2013 and Rule 4 of Companies (Specification of definitions details) Rules, 2014 and as more specifically detailed in Appendix I. (vii) "Senior Management Personnel" shall mean personnel of the Company who are members of its core management team excluding the Board of Directors and would comprise of all members of management one level below the Whole Time Directors, including head of departments directly reporting to Whole Time Directors. (viii) "Whole Time Directors" shall mean the Board Members who are in the whole- time employment of the Company. (ix) "Non Whole-Time Directors" shall mean the Board Members who are part-time Directors and not in the whole time employment of the Company, including Independent Directors. 2.2 In this Code words importing masculine shall include feminine and words importing singular shall include plural or vice versa.

3. APPLICABILITY This Code shall be applicable to the following persons: (i) Board Members; and (ii) Senior Management Personnel.

4. ETHICAL CONDUCT Every Officer shall act within the authority conferred upon him by the Company and under applicable law, keeping the best interests of the Company in view and shall: (i) act with professionalism, utmost care, skill, diligence, honesty, good faith and integrity as well as high moral and ethical standards; (ii) fulfill their fiduciary obligations without allowing their independence of judgment to be compromised; (iii) act fairly and transparently and not participate in any decision-making process on a subject matter in which a conflict of interest exists or is likely to exist such that an independent judgment of the Company's best interest cannot be exercised; (iv) avoid conducting business with (a) a relative or (b) a private limited company in which he or his relative is a member or a director (c) a public limited company in which he along with his relative holds 2% or more shares or voting right and (d) with a firm in which the relative is a partner, except with the prior approval of the Board; (v) avoid having any personal and/or financial interest in any business dealings concerning the Company; (vi) not engage in any business, relationship or activity with anyone who is a party to a transaction with the Company; (vii) avoid any dealings with a contractor or supplier that compromises the ability to transact business on a professional, impartial and competitive basis or influences decisions to be made by the Company; (viii) not hold any positions or jobs or engage in other



businesses or interests that are prejudicial to the interests of the Company; (ix) not exploit for his own personal gain, opportunities that are discovered through use of corporate property, information or position, unless the opportunity is disclosed fully in writing to the Board and the Board declines to pursue such opportunity; (x) not seek, accept, or offer or make, directly or indirectly, any gifts, illegal payments, remuneration, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favours for the conduct of business save as otherwise provided under the CDA Rules; (xi) not commit any offence involving moral turpitude or any act contrary to law or opposed to public policy.

5. DUTIES OF INDEPENDENT DIRECTORS The Independent Directors shall: 1. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company; 2. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company; 3. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member; 4. participate constructively and actively in the committees of the Board in which they are chairpersons or members; 5. strive to attend the general meetings of the company; 6. where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting; 7. keep themselves well informed about the company and the external environment in which it operates; 8. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board; 9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company; 10. ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use; 11. report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy; 12. acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees; 13. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion

plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

6. DISCLOSURES 6.1 Notwithstanding that any instances of conflict of interest exist due to any historical reasons, adequate and full disclosure by the interested Officer should be made to the Company. It is also incumbent upon every Officer to make a full disclosure of any interest which the Officer or the Officer's immediate family, which would include parents, spouse and children, may have in a company or firm which is a supplier, customer, distributor of or has other business dealings with the Company. 6.2 With respect to related party disclosures, Board Members shall make disclosure to the Board as per the provision of the Companies Act, 2013 and Rules/Regulations made thereunder as well as applicable Accounting Standards. 6.3 Senior Management Personnel (SMP) shall make disclosures to the Chairman relating to all material financial and commercial transactions, where they have personal interest, that may have a potential conflict with the interest of the company at large (for e.g. dealing in company shares, commercial dealings with bodies, which have shareholding of SMP and their relatives etc.) 6.4 If an Officer fails to make a disclosure as required herein, and the Company of its own accord becomes aware of an instance of conflict of interest that ought to have been disclosed by the Officer, the Company would take a serious view of the matter and consider suitable disciplinary action against the Officer.

7. OTHER DIRECTORSHIPS 7.1 Unless specifically permitted by the Chairman of the Board, Officers shall not serve as director of any other company or as partner of a firm that is engaged in a competing business with the Company. This clause is not applicable to Non-Whole Time Directors. 7.2 Whole Time Directors shall not accept any appointment or post, whether advisory or administrative, in any firm or company, whether Indian or foreign, having competing interests with the Company within two years from the date of cessation of Directorship of the Company unless approved by the Government.

8. INSIDER TRADING Every Officer shall comply with the Code of Internal Procedures and Conduct in dealing with the securities of the Company.

## 9. PUBLIC REPRESENTATION AND CONFIDENTIALITY OF INFORMATION 9.1

The Company honours the information requirements of the public and its stakeholders. In all its public appearance with respect to disclosing information in relation to the Company's activities to public constituencies such as the media, the financial community, employees and shareholders, the Company shall be represented only by specifically authorised Officers. 9.2 Any information concerning the Company's business, its customers, suppliers, etc. to which the Officers have access or which is possessed by the Officers, must be considered privileged and confidential and should be held in confidence at all times, and should not be disclosed to any person, unless (i) authorised by the Board; or (ii) the same is part of the public domain at the time of disclosure; or (iii) is required to be disclosed in accordance with applicable laws.

10. REGULATORY COMPLIANCE Every Officer shall, in his business conduct, comply with all applicable laws, rules and regulations, both in letter and in spirit, in all the territories in which he operates. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code, then the standards of the Code shall prevail.

11. HEALTH, SAFETY AND ENVIRONMENT The Company and the Officers shall strive to provide a safe and healthy working environment and comply, in the conduct of its business affairs, with all regulations regarding the preservation of the environment of the territory it operates in. The Officers shall be committed to prevent the wasteful use of natural resources and minimize any hazardous impact of the development, production, use and disposal of any of its products and services on the ecological environment.

12. PROTECTION OF ASSETS The Officers shall not misuse, for personal gain or otherwise, the assets of the Company, including tangible assets such as equipment and machinery, systems, facilities, materials, resources as well as intangible assets such as proprietary information, relationships with customers and suppliers, etc., and shall employ them for the purpose of conducting the business for which they are duly authorised.

13. ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE All Board Members and Senior Management Personnel shall acknowledge the receipt of this Code or any modification(s) thereto, in the acknowledgement form annexed

to this Code vide Appendix-II and forward the same to the Company Secretary

14. ANNUAL COMPLIANCE REPORTING In terms of Clause 49 of the Listing Agreement, all Board Members and Senior Management Personnel shall affirm compliance of this Code within 30 days of close of every financial year. A proforma of Annual Compliance Report is annexed to this Code as Appendix-III. The Annual Compliance Report shall be forwarded to the Company Secretary, in such form and manner as may be prescribed from time to time.

15. AMENDMENTS TO THE CODE The provisions of this Code can be amended and modified by the Board of Directors of the Company from time to time and all such amendments and modifications shall take effect from the date stated therein. All Officers shall be duly informed of such amendments and modifications.

16. PLACEMENT OF THE CODE ON WEBSITE Pursuant to Clause 49 of the Listing Agreement, this Code and any amendments thereto shall be posted on the website of the Company.

17. ENFORCEMENT OF CODE OF CONDUCT Each Officer shall be accountable for fully complying with this Code.

18. CONSEQUENCES OF NON-COMPLIANCE OF THIS CODE 18.1 In case of breach of this Code by the Non Whole Time Directors, the same shall be considered by the Board for initiating appropriate action, as deemed necessary. 18.2 In case of breach of this Code by the Whole Time Directors and Senior Management Personnel, the same shall be dealt with in accordance with the CDA Rules.

INDIAN OIL CORPORATION LIMITED

CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT PERSONNEL

As per Section 2(77) of the Companies Act, 2013, “relative”, with reference to any person, means anyone who is related to another, if (i) they are members of a Hindu Undivided Family; (ii) they are husband and wife; or (iii) one person is related to the other in such manner as may be prescribed; Further, Rule 4 of Companies (Specification of definitions details) Rules, 2014 provides that a person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:- (1) Father: Provided that the term “Father” includes step-father. (2) Mother: Provided that the term “Mother” includes the step-mother. (3) Son: Provided that the term “Son” includes the step-son. (4) Son’s wife. (5) Daughter. (6) Daughter’s husband. (7) Brother: Provided that the term “Brother” includes the step-brother; (8) Sister: Provided that the term “Sister” includes the step-sister.

## POLICY ON RELATED PARTY TRANSACTIONS

### 1. BACKGROUND

Indian Oil Corporation Limited “(the “Company” or “IndianOil”) had formulated a Policy on “Materiality of related party transactions and on dealing with related party transactions” as per the provisions of the Companies Act, 2013 & rules notified thereunder (“Act”) and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR”) as amended from time to time.

2. PURPOSE This policy provides for “Materiality of Related Party Transactions” and “Dealing with Related Party Transactions”.

3. DEFINITIONS 3.1 “Arm’s length transaction” means a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest. 3.2 “Material Related Party Transaction” ➤ a transaction with a related party shall be considered material, if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceeds Rs. 1000 crore or 10% of the annual consolidated

turnover of the Company as per the last audited financial statements of the Company, whichever is lower. ➤ a transaction involving payments made to a related party with respect to brand usage or royalty shall be considered material if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceed 5% of the annual consolidated turnover of the Company as per the last audited financial statements.

3.3 “Material Modification” Material modification to a Related Party Transaction (RPT) shall mean any change in the terms of the transaction which results in change in the value of transaction by 25% or more than the approved value of the transaction. Provided that change in the value of RPT on account of following shall not be considered as Material Modification:

3 ➤ Change in quantity or rate of the existing RPT due to the reasons beyond the control of the Related Parties ➤ Change due to revision / imposition of statutory levies like taxes, duties, etc.

3.4 “Ordinary Course of business” includes, but not limited to, activities that are necessary, normal, and incidental to the business.

3.5 “Related Party” (RP) and “Related Party Transactions” (RPT) would have the same meaning as defined under the Act or SEBI LODR or the applicable Accounting Standards.

4. IMPLEMENTATION PROCEDURE

4.1 All RPT's and Material Modification to RPT's shall be in compliance with the provisions of the Act, SEBI LODR, and applicable accounting standards, as amended from time to time, and shall inter-alia include the following:

➤ Approval of Audit Committee for RPT's and Material Modification to RPT's, if any; omnibus approval for repetitive transactions and review thereof on quarterly basis.

➤ Approval of Board of Directors for RPT's that is not in the ordinary course of business or not on arm's length basis.

➤ Approval of Shareholders for Material RPT's and Material Modification thereto, if any.

5. AMENDMENT Any amendment / modification in the Act or SEBI LODR or any other governing act shall suo moto apply to this policy.

6. REVIEW The “Policy on Materiality of Related Party Transactions and dealing with Related Party Transactions” shall be reviewed by the Board once in every three years and updated accordingly

### 3. Bharat Petroleum Corporation Limited (BPCL)

Introduction At Bharat Petroleum Corporation Limited (herein referred to as 'The Company' or 'BPCL' or 'We'), our vision is to lead the global integrated energy business with sustainable growth, knowledge excellence, and exemplary governance practices. As a proud founding member of the Global Compact Network, India (GCNI), we have embraced the Universally Accepted Principles of the United Nations Global Compact (UNGC) across the domains of Human Rights, Labour, Environment, and Anticorruption. The Constitution of India enshrines fundamental human rights, which are inspired by the Universal Declaration on Human Rights (UDHR) of 1948. BPCL, as a Government of India enterprise, reaffirms its commitment to upholding these rights.

2. Statement of Commitment At BPCL, we are steadfast in our commitment to responsible and sustainable energy production. Our mission is rooted in prioritizing social well-being and environmental stewardship while conducting business with unwavering integrity. In line with international and national frameworks, principles, and best practices, we embrace practices that champion human rights across every facet of our operations. Our commitment extends wholeheartedly to our employees, the communities we serve, our valued suppliers and contractors. Our values are a testament to our dedication to human rights. We hold dear the principles of dignity, equality, and fairness. We consider it our solemn duty to protect and champion the human rights of our employees, suppliers, contractors and advocate all individuals who may be affected by our operations (our Stakeholders). This policy serves as our guiding light, directing us to recognise and respect human rights in every action we undertake. We are resolute in our pursuit of actions that reflect an unwavering respect for the dignity, diversity, and equality of all individuals, and we pledge to uphold human rights as the cornerstone of our operations.

#### 3. HUMAN RESOURCE POLICIES:

Human Rights Guiding Instruments This policy is guided by international human rights standards, including the United Nations Guiding Principles (UNGP) on Business and Human Rights and the core conventions of International Labor Organization (ILO).

4. Scope and Applicability Our Human Rights Policy extends its reach across all operations of BPCL, encompassing employees. This policy serves as an advisory for suppliers and contractors associated with BPCL, guiding them to embrace the principles enshrined within. We hold the expectation that our suppliers and contractors will treat their employees and interact with communities in a manner that respects human rights and aligns with the spirit and intent of this policy. Furthermore, our suppliers and contractors are required to abide by all domestic laws and adhere to the United Nations Guiding Principles (UNGP) on Business and Human Rights and core conventions of International Labor Organization (ILO).

5. Key Human Rights Areas a. Equal



Opportunity, Non-Discrimination, Diversity, and Inclusion The Company encourages an inclusive work environment, wherein diversity is valued, and equal opportunities are available to all the employees and stakeholders. The Company follows applicable laws and regulations in the matter of deciding wages/salaries, hours of work and welfare measures. The Company endeavours that the work environment across its operations remain free from discrimination in any form in the matter of compensation, training, opportunities, and employee benefits based on caste, creed, religion, language, ethnicity, disability, age, gender, sexual orientation, race, colour, marital status or union organisation or any other status protected by appropriate laws.

b. Harassment Free Workplace The Company is committed to treat its employees and stakeholders with dignity and provide a work environment free from all forms of harassment, whether physical, verbal, or psychological. The Company has 'zero tolerance' towards and prohibits sexual harassment and/or any conduct that may foster an offensive or hostile work environment, including unwelcome or unsolicited sexual advances.

c. Freedom of Association The Company recognises and respects the right of its employees to exercise freedom of association and collective bargaining in matters related to their employment, as per policies and procedures of the Company, and as permitted by applicable laws, regulations, and guidelines. We believe in fostering an environment where employees can exercise these rights freely and without any apprehension. In situations where, due to legal restrictions, freedom of association is limited or prohibited by law, we remain steadfast in our commitment to employees' representation and engagement. In such cases, we actively explore and support alternative means that empower our employees to voice their concerns, participate in decision-making processes, and engage in constructive dialogue.

d. Labour Standards The Company ensures competitive remuneration in accordance with local laws, industry norms and collective bargaining agreements. We comply with the laws on working conditions, including the basic workday, overtime, rest breaks, leaves, vacations, etc. The comprehensive social support system of BPCL cares for employees and their families. Upholding commitment, dedication, integrity, and sincerity, we extend these principles to our contracts. These agreements bind all suppliers to respect workers' rights, including provisions for minimum wages and working hours. Contractors must provide labour records during the contract and violation of rights can lead to immediate termination. The Suppliers and Contractors are required to engage with us based on our labour laws guidelines of Sustainability principles, which are part of General Conditions of Contract (GCC) guidelines and Integrity Pact. These guidelines require them to comply with the following:

- Promoting the rights and welfare of workers
- No labour below the age of eighteen years shall be employed
- The contractor shall pay to their workers as per the Minimum Wages Act
- The Contractor will comply with the provisions of Employee's Provident Fund (EPF) Act, and other labour laws as applicable.

e. Health Workplace Safety and Environment The Company is committed to provide and maintain a safe,

healthy workplace by addressing the risks of accident, injuries, and hazards on a continuous basis. The Company is focused on inculcating a culture of awareness, monitoring and participation surrounding health and safety directly or through agency or contractor as applicable. Company is committed for compensation in case of incapacity or loss of life, to the victim or dependent directly or through agency or contractor, as per applicable policy, regulation or laws. Company is also committed to maintain a workplace that is protected and secured from violence, intimidation, harassment, or any other form of disruptive conditions due to internal or external threat. Employees are encouraged to highlight concerns and suggestions related to occupational health and safety hazards to the Company for redressal. Company envisions a better future by enhancing global sustainability practices. To make this vision a reality, Company has developed its ESG road map following sustainability guidelines on: • Environment • Social • Governance The company also has a 'Health, Safety, and Environmental (HSE) Policy' in place, which makes a commitment to resource conservation, pollution prevention, compliance with all statutory regulations, and the abolition of workplace accidents, diseases, and injuries.

f. Children's Rights Protection and Child Safeguarding, Prohibition of Child Labour, and Forced Labour At BPCL, we are unwavering in our commitment to protect children's rights, prevent child labour and forced labour, and ensuring their well-being. The Company has zero tolerance towards and prohibits engagement of Child Labour, Forced Labour, and any form of human trafficking. The Company is committed to ensure that no instance of Child or Forced Labour occurs in any of its operations and establishments. The Company also prohibits associated vendors, contractors, and suppliers from engaging child and/or forced labour.

g. Right to Privacy At BPCL, we are deeply committed to safeguarding the fundamental right to privacy of our employees and stakeholders. We hold privacy as an utmost priority and pledge to uphold it in accordance with both international standards and local laws. We unequivocally refrain from disclosing personal information or data to third parties without the explicit consent of our stakeholders, except when legally required by local laws or statutory authorities. Our commitment to privacy protection is reinforced through our dedicated 'Privacy Policy', which sets forth comprehensive guidelines and principles for the responsible handling of personal information.

h. Anti-Corruption and Bribery The Company has zero tolerance towards malpractices of bribery or corruption in any form, in its business directly or indirectly. The Company operates and expects its associates to operate, conforming to the highest moral, ethical standards, and fostering a culture of integrity and transparency. The Company has adopted a 'Whistle Blower Policy' and mechanism for reporting concerns about unethical conduct, actual or suspected fraud. The Company has formulated 'Code of Conduct for Directors and Senior Management Personnel' that covers issues related to ethics, prevention of corruption and bribery. These policies cover all stakeholders of the Company.

i. Local Community The Company respects cultures, traditions, customs, and

values of the people in the communities in which it operates. The Company engages with local communities on human rights matters that are important to them such as surface rights, access to clean water, health, and sanitation. The Company engages with people in these communities, including vulnerable and disadvantaged groups. The Company endeavours, within the scope of its capabilities, to promote the fulfilment of human rights through improving the economic, environmental, and social conditions, and further serve as a positive influence at places where it operates for sustainable development of the community at large.

j. Right to Development To comprehensively pursue the Right to Development, the company provides scope to enhance talent management for professional pursuits including health and safety. The Company provides opportunity for various learning and development programs towards overall development of its workforce. The programs pertain to domain specific areas as well as employee's wellness such as stress management, emotional intelligence, mindfulness, work life balance, right to information and healthy lifestyle etc.

k. Workplace Security We are committed to maintaining a workplace that is free from violence, harassment, intimidation and other unsafe or disruptive conditions due to internal and external threats. Security safeguards for employees, suppliers and contractors are provided, as needed, and are maintained with respect to privacy and dignity. BPCL has a 'Security Policy' in place that commits to maintaining a vigilant and responsible stance, actively preventing instances of theft, misuse, loss, damage, pilferage, and sabotage that could potentially disrupt our business interests and continuity.

6. Implementation, Review and Supervision

a. Implementation Implementation involves embedding human rights principles and practices into the day-to-day operations and decision-making processes of the organisation. The Human Resource Department along with the responsible business units/ entities shall adopt the necessary measures for the dissemination of this policy within BPCL and compliance herewith, assigning the means required for the implementation.

b. Review Mechanism by Board The Human Rights Policy of the Company's shall be reviewed by the Board of Directors (BoD) in the interest of organization once in five years or as when it is required like change in the law of land , regulations, guidelines etc.

7. Due Diligence BPCL recognises and manages the impacts, risks, and opportunities related to human rights that enable us consistently to improve our workplace policies, practices, and programmes. Thus, we continuously seek to uphold our commitment and establish frameworks to guide us in implementing human rights policy into practise. We carry out human rights due diligence to identify our impact and risk management procedures and better grievance management. By doing this, we strive to facilitate our company to identify potential impacts on the human rights.

8. Training and Capacity Building

a. Training Programs In addition to developing this policy, BPCL is dedicated to regularly communicating, training, and supporting its employees, suppliers, and contractors in adopting it. We recognise the pivotal role of education in promoting human rights principles and practices. we conduct regular

training programs designed to reach our employees, suppliers, and contractors. These programs serve as a vital platform to foster awareness, understanding, and the capacity to effectively implement this policy. Moreover, we tailor the content of these training programs to specific roles and responsibilities within our organisation, ensuring relevance and effectiveness.

b. Employee Engagement We place a strong emphasis on the active involvement and feedback of our employees concerning human rights practices. Our employee engagement programs are instrumental in nurturing a culture deeply rooted in respect for human rights and inclusion. We encourage open dialogue and the sharing of insights from our workforce, as it is through their participation that we can continuously improve and refine our approach to upholding human rights.

9. Supply Chain and Third-Party Management Vendor and Contractor Compliance At BPCL, we hold our vendors and contractors to the similar high standards as articulated in our Human Rights Policy and in compliance with all relevant laws and regulations. Collaboration is at the core of our approach; human rights requirements is a pivotal part of our all-business agreements and contracts. We work in consonance with our suppliers and contractors to evaluate and enhance their performance in the realm of human rights. By fostering a collaborative relationship, we collectively aim for a supply chain that aligns with our commitment to human rights.

10. Stakeholder Engagement and Grievance Redressal

a. Stakeholder Engagement Our commitment to human rights extends to actively engaging with stakeholders, including communities, civil society organisations, and non-governmental organisations. Through dialogue and consultation, we seek to understand and address their concerns related to human rights. This engagement serves as a valuable platform for us to gather input and perspectives from diverse stakeholders.

b. Grievance Redressal Mechanism Appropriate systems and mechanisms with time bound process for redressal, such as Grievance Management System, Safety Committees, Internal Committee (POSH), Whistleblower Policy etc. are in place to allow for resolution of the issues raised as per Key Human Rights Areas as mentioned above. This helps in grievance redressal, maintaining high standards, monitoring, and learning for continuous development and incorporation of new policies and practice, to properly anticipate, respond, and synchronise with changing environment. BPCL has a structured Grievance Redressal Mechanism in place to record and resolve human rights grievances. The grievance can be registered with the line Manager or embedded HR or directly to independent Employee Satisfaction Enhancement Department. Unresolved critical issues are escalated to the Senior Management including Directors. The employee is informed/counselled prior to closing the case. Grievance mechanism can be accessed online as given in Chapter 14 of Citizen Charter through weblink i.e.

<https://www.bharatpetroleum.in/images/files/BPCL-Citizen's-CharterJan-2023.pdf>

11. Reporting and Transparency At BPCL, transparency is a cornerstone of our commitment to human rights. We publish an annual Sustainability Report (SR) and

Business Responsibility and Sustainability Report (BRSR) that offers our stakeholders insight into our endeavours to uphold human rights. By sharing this information, we maintain transparency and accountability in our commitment to human rights. We publish our Sustainability Report in accordance with the Global Reporting Initiative (GRI), to enhance disclosure and accountability regarding our human rights practices and to provide stakeholders with transparent and reliable information about our efforts to uphold human rights principles and standards.

#### IT SUPPORT:

##### Smartline

At Bharat Petroleum, customers and their convenience are integral to all our business operations. Customer centricity being one of our core values, our endeavour is to develop and deliver various products and services which make things simple for our consumers. With the same goal, we have introduced [BPCL Customer Care SmartLine](#) (1800 22 4344), a single window system to listen to queries, suggestions, feedback and compliments related to any of our products and offerings.

[SmartLine](#) is our all India contact centre for consumers across four marketing SBUs i.e. Retail (Petrol Pumps), LPG, Lubes, I&C, Aviation. [SmartLine also functions as a 24x7 Emergency Helpline](#)(Gas Leakage) to provide immediate assistance. This Toll-Free number is a direct connect between our customers and field teams through which customers can connect with BPCL anytime. The system is so configured that an SMS/Email confirmation is triggered at the time of registration and closure of a customer interaction.

The [BPCL SmartLine](#), 1800-22-4344, is expected to set a new benchmark in customer service and provide real time assessment of our service standards across different cities for all our touch points. We, at Bharat Petroleum, are all set to live upto the tag line for [BPCL SmartLine](#) – "Ek Call Sab Solve". We are just a call away!

## 5. Petronet LNG Limited

**Petronet LNG Limited has several policies related to human resources, including:**

### **Our Vision**

**"To be a key energy provider to the nation by leveraging company's unique position in the LNG value chain alongwith an international presence."**

## **1. Code of Conduct**

**This policy requires employees to act with honesty, integrity, and fairness while representing the company. Employees should not make decisions if they have a conflict of interest.**

### **CODE OF CONDUCT**

#### **1.0 INTRODUCTION**

**1.1 This code of Conduct ("this Code") shall be called "The Code of Conduct for Board Members and Senior Management Personnel" of Petronet LNG Limited (hereinafter referred to as "the Company").**

**1.2 The subject code has been framed specifically in compliance with the provisions of clause 49 of the listing agreement with stock exchanges.**

**1.3 The purpose of this code is to enhance further an ethical and transparent process in managing the affairs of the Company.**

**1.4 It shall come into force with effect from 1st day of April, 2005.**

## **2.0 DEFINITIONS & INTERPRETATIONS:**

- 2.1 The term "Board Members" shall mean Directors on the Board of Directors of the Company.**
- 2.2 The term "Whole-time Director" shall be the Directors on the Board of Directors of the Company who are in whole-time employment of the Company.**
- 2.3 The term "Non Whole-time Director" shall mean part-time Directors on the Board of Directors of the Company who are not in whole time employment of the Company.**
- 2.4 The term "Relative" shall have the same meaning as defined in Section 6 of the Companies Act, 1956. (Refer Appendix-I)**
- 2.5 In this code words importing the masculine shall include feminine and words importing singular shall include the plural or vice versa.**

## **3.0 APPLICABILITY**



**3.1 This code shall be applicable to the following persons:**

- a) All whole-time Directors including the CEO & Managing Director.**
- b) All part-time Directors.**
- c) All Sr. VPs. VPs and Chief Managers (also to include, GMs/DGMs/ Chief Managers on deputation) of Petronet LNG Limited (hereinafter referred to as Senior Management Personnel).**

**3.2 The whole-time Directors and Senior Management Personnel should continue to comply with other applicable/ to be applicable policies, rules and procedures of the Company.**

**3.3 Duties of Independent Directors are as specified in Schedule IV of Companies Act, 2013 which may be amended from time to time. (Appendix-IA)**

## **4.0 KEY REQUIREMENTS**

**The Board Members and Senior Management Personnel must act within the authority conferred upon them and in the best interests of the company and observe the following code of conduct:**

- **Shall act in accordance with the highest standard of honesty, integrity, fairness and ethical conduct while working for the Company as well representing the Company without allowing their independent judgment to be subordinated and fulfill the fiduciary obligations.**
- **Shall not involve themselves in making any decision on a subject matter in which a conflict of interest arises or could arise. In the event of apprehending of such conflict of interest, the relevant facts shall be disclosed in writing explaining the circumstances that create or could create the conflicts of interest to: (a) Board of Directors in case of Directors (whole-time & part-time) and (b) CEO & Managing Director in case of Senior Management Personnel for further directions in the matter.**
- **Shall avoid conducting business with a relative or with Private Company in which the relative is a member or a public limited company in which a relative holds 2% or more shares or voting right or with a firm in which a relative is a partner.**
- **Shall avoid having any personal financial interest in works or contract awarded by the Company.**
- **Shall avoid any relationship with a contractor or supplier that could compromise the ability to transact business on a professional, impartial and competitive basis or influence decision to be made by the Company.**
- **Shall not hold any positions or jobs or engage in outside businesses or other interests that adversely affect the performance of duties of the Company. Whole-time Directors and Senior Management Personnel are expected to devote their full attention to the business interest of the Company.**

- Shall not exploit for their own personal gain, opportunities that are discovered through company's business, information or position, unless the opportunity is disclosed fully in writing to the Company's Board of Directors and CEO & Managing Director as the case may be.
- Shall not seek or accept or offer directly or indirectly any gifts, donations, remuneration, hospitality, illegal payments, favour in whatsoever form howsoever described by the customers, vendors, consultants, etc., that is perceived as intended, directly or indirectly, to influence any business decision, any act or failure to act, any commitment of fraud, opportunity for committing any fraud.
- Shall comply with all applicable laws, rules and regulations and any violation thereon may make them personally liable. Directors and Senior Management Personnel may be subjected to disciplinary action by the Company for violation of provisions of law.
- Shall not serve as a Director of any other Company or as a partner of a firm that competes with the Company. Whole-time Directors and Senior Management Personnel shall obtain approval of the Board prior to accepting Directorship of any other Company or partnership of a firm.
- Shall not derive benefit or assist others to derive benefit by giving investment advice from the access to and possession of information about the Company, not in public domain and therefore constitute insider information. The Board Members and Senior Management Personnel shall make timely disclosures of (i) trading in the shares of the Company, (ii) transactions having personal interest and (iii) related party transactions that are required to be made under laws, rules & regulations and Code for prevention of Insider Trading with the Securities of Petronet LNG Limited.

- Any information concerning the Company's business, its customers, suppliers, etc, which is not in the public domain and to which the Board Members and Senior Management Personnel has access or possesses such information, must be considered confidential and held in confidence, unless authorized to do so and when disclosure is required as a matter of law. No Board Members and Senior Management Personnel shall provide any information either formally or informally, to the press or any other publicity media, unless specifically authorized.
- Shall protect the Company's assets, labour and information and may not use these for personal use, unless authorized to do so.

## **5.0 ENFORCEMENT OF CODE OF CONDUCT**

- i) Company Secretary shall be the Compliance Officer for the purpose of this code.
- ii) Each Board Member and Senior Management Personnel shall be accountable for fully complying with this code.
- iii) Compliance Officer shall report breach, of this code, if any, which comes to his notice to the : (a) Board in case of Executive and Non-executive Directors and (b) CEO & Managing Director in case of Senior Management Personnel.

- iv) **All Board Members and Senior Management Personnel shall be subject to any internal or external investigation of possible violations of this code.**

**The Company shall ensure confidentiality and protection to any person who has, in good faith, reported a violation or a suspected violation of law, of this code or other Company policies, or against any person who is assisting in any investigation or process with respect to such a violation.**

- v) **Penalty for breach of this code by Senior Management Personnel shall be determined by the CEO & Managing Director. In case of breach of this code by the Whole-time Directors and/or Non-executive Directors, the same shall be examined by the Board.**
- vi) **Penalty may include serious disciplinary action, removal from office and dismissal as well as other remedies, to the extent permitted by law and as considered appropriate under the circumstances.**

## **6.0 WAIVER AND AMENDMENTS OF THE CODE**

- 6.1 **No waiver of any of the provisions of this code shall be valid unless, the Board of Directors of the Company approves such waiver.**

**6.2 The provisions of this code can be amended by the Board of Directors of Petronet LNG Limited from time to time.**

## **7.0 INSERTION OF THE CODE IN WEBSITE**

**As required by clause 49 of the listing agreement this code and any amendments thereto shall be posted on the website of the Company.**

## **8.0 AFFIRMATION OF COMPLIANCE OF THE CODE**

**It terms of clause 49 of the listing agreement all Board members and Senior Management Personnel shall within 30 days of close of every financial year affirm compliance with the Code. A proforma of Annual Compliance Report is annexed to this Code as Appendix-II. The Annual Compliance Report shall be forwarded to the Compliance Officer of the Company.**

## **9.0 ACKNOWLEDGEMENT OF RECEIPT OF THE CODE**

**All Board Members and Senior Management Personnel shall acknowledge the receipt of this code in the acknowledgement form annexed to this Code (Appendix-III) indicating that they have received, read and understood, and agreed to comply with the code and send the same to the Compliance Officer. Upon revision of this code, the Board Members and Senior Management Personnel shall acknowledge and execute an understanding of the Code (Appendix-III) and an agreement to comply. New Directors will sign such a deed (Appendix-III) at the time when their directorship begins.**

## **2. Quality, Health, Safety, and Environment (QHSE) Policy**

**This policy defines responsibilities for health and safety for employees, contractors, and stakeholders. It also provides a framework for the QHSE system and requires the company to constantly review and improve its performance.**

### **QUALITY, HEALTH, SAFETY & ENVIRONMENT POLICY**

**Petronet LNG Limited is committed to protect the Environment and operate and deliver products & services ensuring health, safety and welfare of its employees, customers, business partners, visitors and any other stake holders affected by its business. To accomplish this in a sustainable manner, Petronet LNG Limited shall:**

**Be a learning organization and seek continual improvement in services that it provides through regular performance reviews and training of employees including contract workmen.**

**Maintain high safety standards and inculcate enthusiasm in safe working practices through participative culture involving all employees including contract workmen.**

**Safeguard the environment, life and equipment from any deterioration by controlling disposal of waste/emission and following best practices.**

**➤ Provide safe and healthy working environment and prevent injuries & ill health by following best practices in occupational health and carrying out periodic risk assessment, audits, inspection and reviews.**



➤ Proactively follow and comply with Federal Laws, State regulations in relation to Health, Safety, Environment and Product Quality.

➤ Quality, Health, Safety and Environment will be considered in each decision making for Equipment, Process, Raw material, Products and Services and selection of Employees and Contractors.

➤ Constantly strive to upgrade technology & processes and enhance skills & knowledge of each employee through implementation of audit findings, sharing investigation findings and encouraging new ideas for implementation and enhancing employee participation.

Define responsibilities for health and safety for employees, contractors/sub- contractor and stakeholders, and recognize the individual performance at different levels.

Provide framework, effectively implement the QHSE system, constantly review the set objectives, provide resources and improve on its performance.

This policy shall be followed by all employees and stakeholders involved in our business. Petronet LNG Limited pledges to remain committed to the policy.

### **3. Equal Opportunity Policy**

This policy is implemented by the Head of Department (HR) at the corporate office and the Plant Head at each site location. The policy is updated on the company's website and intranet.

#### **EQUAL OPPORTUNITY POLICY**

##### **1. INTRODUCTION**

PETRONET LNG LIMITED (PLL) recognizes the value of a diverse workforce. PLL. is committed to providing equal opportunities in employment to persons with disabilities and transgender persons and fostering an inclusive workplace where all employees are treated with respect and dignity. PLL ensures that its workforce is representative of all sections of society.

The Equal Opportunity Policy is in compliance with the provisions of The Rights of Persons with Disabilities (RPwD) Act, 2016, The Rights of Persons with Disabilities Rules, 2017, The Transgender Persons (Protection

of Rights) Act, 2019 and The Transgender Persons (Protection of Rights) Rules 2020, as amended from time to time.

PLL is committed to promoting diversity and inclusion among the workforce and shall not discriminate on any ground, including gender or sexual orientation, or disability, Le. physical or mental disability.

## **2. POLICY STATEMENT**

PLL is committed to eliminating all forms of discrimination, bullying, and harassment of employees.

PLL continuously strives to ensure that its facilities, information, and privileges are accessible to employees with disabilities and transgender persons. PLL also ensures that employees with disabilities and transgender persons, enjoy the right to equality, live with dignity and respect, equally with others to enhance engagement within the organization.

If an employee acquires a disability during the tenure of his employment with PLL, he can return to work at the same job profile. In case an employee is unable to perform the job responsibilities in the same profile, he shall be reskilled by PLL to perform the job responsibilities, and in case his disability is not allowing him to perform, he shall be reskilled for some other job according to the position held by him.

PLL is committed to promoting awareness of equal opportunity for people with disabilities and transgender persons among all employees,

## **3. SCOPE**

3.1 This policy shall apply to all employees of PLL..

3.2 This Policy shall consistently apply throughout the period of employment of an individual from recruitment to separation and covers all aspects of employment including recruitment, training, working conditions, employee benefits, and career development.

## **DEFINITIONS AS PER ACT**

4.1 Persons with Disability (PwD) means a person with long-term physical, mental, intellectual, or sensory impairment which, in interaction with barriers, hinders his full and effective participation in society equally with others (as per RPWD Act).

**4.2 Person with Benchmark Disability (PwBD) means a person with not less than forty percent of a specified disability where a specified disability has not been defined in measurable terms. It also includes a person with a disability where a specified disability has been defined in measurable terms as certified by the certifying authority.**

**4.3 Certifying Authority means an authority designed under sub-section (1) of section 57 of the Rights of Persons with Disabilities Act, 2016.**

**4.4 Specified Disability means disability categories mentioned in the Schedule of the RPwD Act 2016. The disability categories as mentioned in the Schedule are:**

**i. Locomotor disability, Muscular dystrophy, Leprosy cured, Dwarfism, Cerebral Palsy,**

**ii. Acid attack victim,**

**iii. Low vision, Blindness**

**iv. Deafness, Hard of Hearing**

**Intellectual Disability, Speech, and Language disability, Specific Learning disability**

**vi. Autism Spectrum Disorder**

**vii. Mental illness**

**viii. Disability due to Chronic Neurological conditions- Multiple sclerosis, Parkinson's disease**

**ix. Disability due to blood disorder, Hemophilia, Thalassemia, Sickle cell disease**

**Multiple disabilities (more than one of the above-specified disabilities) including deaf-blindness which means a condition in which a person may have a combination of hearing and visual impairment causing severe communication, developmental and educational problems.**

**xi. Any other category as may be notified by the Central Government.**

**4.5 Transgender Person means a person whose gender does not match with the gender assigned to that person at birth and includes trans-man or trans-woman (whether or not such person has undergone Sex Reassignment Surgery or hormone therapy or laser therapy or such other therapy), a person with intersex variations, genderqueer and person having such socio-cultural identities as Kinner, hijra, aravani and jogta**

**4.6 Discrimination means any distinction, exclusion, restriction on the basis of disability or gender or sexual orientation, which is the purpose or effect of impairing or nullifying the recognition, enjoyment or exercise on an equal basis with others of all human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field and includes all forms of discrimination and denial of reasonable accommodation.**

**4.7 Reasonable accommodation means necessary and appropriate modification and adjustments, without imposing a disproportionate or undue burden in a particular case, to ensure to persons with disabilities the enjoyment or exercise of rights equally with others.**

**PLL shall make reasonable accommodations (if any) for qualified employees or job applicants who have disabilities, as per The Rights of Persons with Disabilities (RPwD) Act. Such accommodation would be provided:**

**L to ensure equal opportunity in the application and selection process, to enable an employee with a disability to perform the essential functions of a job,**

**to enable an employee with a disability to enjoy the same benefits and privileges of employment as given to other employees.**

**Examples of reasonable accommodations may include (but not limited to) acquiring or modifying equipment or devices, modifying training materials, modifying work schedules, reassignment to a vacant position, taking extra leave for a reason related to his disability.**

**All documents concerning an employee's reasonable accommodations request would be maintained in the employee's confidential file, separate from the employee's personnel file.**

## **5. IDENTIFICATION OF POSITIONS**

**5.1 PLL. shall not discriminate in any matter relating to employment. The persons with disabilities will be recruited against posts identified for them, in conformity with the said Act & Rules, from time to time, on Career Page of PLL's website.**

**5.2 PLL shall not discriminate against any transgender person in any matter relating to employment including, but not limited to, recruitment, promotion and other related issues.**

**6.**

## **SELECTION PROCESS**

**6.1 PLL shall adopt a transparent selection process based on merit and without any bias towards disabled persons and transgender persons from the prospective candidates. The selection process will be as per the Talent Acquisition Policy, amended from time to time.**

**6.2 Flexibility and accommodations shall be provided to job applicants with disabilities as required.**

## **7. TRAINING AND CAREER DEVELOPMENT FOR PWDV**

**7.1 Employees with disability shall be placed with experienced employees for at least one month on joining, to help them to pick up skills required to perform the job and also the adaptations that may be required in individual cases.**

**7.2 PLL seeks to maintain a culture in which merit and performance are rewarded. PLL ensures that career growth opportunities are provided solely based on merit for all employees including persons with disability and transgender persons.**

**7.3 PLL will ensure that any accommodation required for participating in the trainings will be arranged for PwD's and Transgender Persons.**

**Employees who need any assistance/ help to attend the training program can contact HR department or Liaison officer or Complaint Officer. PLL will endeavor to ensure that all training programs are accessible to all employees.**

**7.4 PLL shall endeavor to make all company events, employee engagement activities and meetings inclusive, by ensuring that these are conducted at accessible venues with a provision of reasonable accommodation, being available to PwD's and Transgender Persons.**

## **A. ACCESSIBILITY**

**8.1 PLL shall provide suitable environment and infrastructure to enable employees with disabilities and transgender persons to have free access to common facilities, information and communication including technologies and systems without any inconvenience.**

**8.2 PLL shall provide aids and appliances, assistive devices suitable to their needs, by which PwD's could perform his duties efficiently.**

**8.3 For official travel (local, outstation and international), PwD's will be provided reasonable accommodation, as far as possible, such as door pick-up and drop, low floor cabs, air travel (in case road/train travel is inaccessible), accessible hotels (as applicable) as per Domestic/Overseas Business Travel Policy.**

**8.4 PLI shall take all necessary actions to ensure that a conducive environment is provided to employees with disabilities and transgender persons to perform their role and responsibilities.**

## **9. SPECIAL LEAVE**

**9.1 Employees with Disabilities shall be eligible for Special Casual Leave upto 05 days in a calendar year for participating in conferences/workshops/seminars/training related to disability and development related programs organized at national and state level as specified by Ministry of Social Justice and Empowerment.**

**9.2 Employees with Disabilities shall be eligible for Special Leave upto 04 days in calendar year for specific requirement to disabilities of the employees viz. renewal of disability certificate, disability related medical check-up.**

**9.3 Employees with Disabilities shall be eligible for special casual leave for a maximum period of 05 days at a time (including the time spent in transit both ways) to attend Artificial Limb Centre and stay in hospital for replacement/ treatment of their artificial limbs. Special casual leave under this rule may be granted on more than one occasion in a calendar year, if needed.**

**9.4 The Special Casual Leave admissible above will be exclusive of intervening holidays.**

**9.5 The Special Casual Leave Period will not be reckoned as duty for the purpose of accrual of Earned Leave.**

**9.6 Special Leave will be credited in advance to all PwD employees at the beginning of the year and unutilized Special Leave will lapse at the end of the calendar year. Special Leave for all practical purpose will be treated like Casual Leave (CL),**

## **10. TRANSFER AND POSTING**

To the extent feasible, after examining the merits of each case and within the overall organizational requirements/ policies, special consideration in place of postings may be given to persons with PwBD.

#### **11. GOVERNANCE**

PLL shall nominate a Liaison Officer as per The Rights of Persons with Disabilities Rules, 2017, Chapter IV- Employment, Clause 8, sub clause (3) (e), who shall be responsible to look after the recruitment of persons with disabilities, and provisions of facilities and amenities for such employees. The Liaison Officer shall also be responsible to ensure compliance of guidelines/instructions issued for PwBD from time to time and bring any potential issues to the notice of management. Details of the Liaison Officer shall be published along with career opportunities advertised, wherein PwD's can apply.

PLL shall nominate a Complaint Officer as per The Transgender Persons (Protection of Rights) Act, 2019, 'Chapter V- Obligation of Establishment and Other Persons'; Section 11, who shall deal with the complaints relating to violation of the provisions of this Act.

12. Any grievance raised shall be addressed as per the Grievance Redressal Policy of Petronet LNG Limited.

#### **13. MAINTENANCE OF RECORDS**

PLL shall maintain records of persons with specified disabilities in the organization, as per provisions of the Act and Rules made thereunder, as amended from time to time. The format of the record register is attached as Annexure 1.

14. MD & CEO is the Competent Authority to amend/ modify or withdraw any or all the provisions of the Policy in accordance with Acts, Rules, Central Government Rules and its amendments thereof.

15. HoD (HR) at Corporate office/ Plant Head at all site locations shall be responsible for implementation of the Policy.

16. The Policy shall be uploaded and updated from time to time on PLL website as well on intranet for creating awareness and sensitization.

17. As per Section 21 sub-section 2 of the Act, PLL shall register a copy of this policy with the Chief Commissioner for Persons with Disabilities.

18. The Policy shall be reviewed every three years

## **Vigil Mechanism**

This mechanism allows stakeholders, including employees, suppliers, customers, and civil society members, to report any unethical behavior, fraud, or violation of the company's code of conduct.

### **Petronet Vigilance and Vigil Mechanism**

The Company believes in the conduct of the affairs of its constituents in a fair and transparent manner by adopting highest standards of professionalism, honesty, integrity and ethical behaviour. The Company would like to ensure that all the employees are aware about the policies and procedures of the company relevant to their respective areas of operation so as to enable them to take proper and effective decisions.

The company, as a responsible corporate citizen, believes that the role of reporting genuine concerns is not just restricted to employees, in fact any of the stakeholder which also includes suppliers, customers, civil society members etc have the right to point out any unethical behaviour, actual or suspected fraud or violation of company's code of conduct. Therefore, Petronet Vigilance Mechanism and Vigil Mechanism are established.

## **Code of Conduct for Board Members and Senior Management**

This policy applies to board members and senior management personnel.

**IT SUPPORT:**

**CONTACT US**

### **» REGISTERED & CORPORATE OFFICE**

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E-mail: [webmaster@petronetlng.in](mailto:webmaster@petronetlng.in)

Working Hours: 09:30 hrs to 18:00 hrs (Monday to Friday)

» **DAHEJ TERMINAL**

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» **KOCHI TERMINAL**

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## 7. Indraprastha Gas Limited (IGL)

### About Us

Incorporated in 1998, IGL took over Delhi City Gas Distribution Project in 1999 from GAIL (India) Limited (Formerly Gas Authority of India Limited).

The project was started to lay the network for the distribution of natural gas in the National Capital Territory of Delhi to consumers in the domestic, transport, and commercial sectors. With the backing of strong promoters – GAIL (India) Ltd. and Bharat Petroleum Corporation Ltd. (BPCL) – IGL plans to provide natural gas in the entire capital region.

Here are some of the human resources (HR) policies of Indraprastha Gas Limited (IGL):

## **Whistle blower policy**

**This policy addresses concerns about issues that are not in the company's interest, but does not apply to personal grievances or disciplinary matters.**

### **INDRAPRASTHA GAS LIMITED WHISTLE-BLOWER POLICY 1 INTRODUCTION**

**The term "whistle-blowing" can be defined as an incident where a complainant discloses any alleged wrongdoing within an organisation.**

**Indraprastha Gas Limited (hereafter referred as “company” in this policy) has decided to implement whistle-blower policy as part of the vigil mechanism to comply with the regulatory requirements laid down by the Companies Act 2013 and Clause 49 of the SEBI’s Listing Agreement [presently SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015]. With the implementation of vigil mechanism, the company provides a platform to the employees, directors, vendors and suppliers of the company to come forward and raise their genuine concerns without any fear of retaliation and victimisation.**

**2 APPLICABILITY OF THE POLICY The policy is applicable to employees, directors, vendors and suppliers of the company.**

**3 SCOPE OF THE POLICY The policy is designed to deal with concerns raised in relation to the specific issues which are not in the interest of the company and are broadly detailed hereunder. a criminal offence failure to comply with legal obligations financial or non-financial mal-administration or malpractice or impropriety or a fraud a risk to the health or safety of any individual or public at a large environmental damage a miscarriage of justice misappropriation of company assets/resources mishandling of confidential information bribery and corruption The policy will not apply to matters related to personal grievances concerning an individual's terms and conditions of employment, or other aspects of the working relationship, or disciplinary matters.**

**4 PROCEDURE FOR REPORTING A CONCERN Any individual who is covered under this policy may raise a concern related to the issues listed in the above section “Scope of the policy”. The company has appointed an independent third party service provider to manage the operations of whistle-blower hotline. The multiple reporting channels have been setup for the use of company’s employees, directors, vendors and suppliers to report genuine concerns without any fear of retaliation and victimisation. After receiving the complaint, the independent third party will share the complaint report with**

**Ethics Committee comprising of Managing Director and Director (Commercial) within 2 business days. The reporting channels available to the complainants are: 1. Phone (toll free number) 2. Email 3. Web Portal 4. Fax 5. Post The contact details of the reporting channels are available on the Intranet. The complainant may also reach out to Chairman of the Audit Committee directly in appropriate or exceptional circumstances by submitting a written complaint. The employees and directors can choose to remain anonymous while reporting the incident to the independent third party service provider however disclosing the identity is mandatory for vendors and suppliers. The vendors and suppliers are requested to submit the complaint in writing from their official email id, after reporting the incident to the independent third party service provider. The company will ensure that any complainant who makes a disclosure will not be penalized or suffer any adverse treatment for doing so. However, if a complainant makes an allegation without having reasonable grounds for believing it to be substantially true, or makes it for purposes of personal gain, or makes it maliciously may be subject to disciplinary proceedings as per the company's policy. The protection under this policy is not applicable to the complainants who are subject of any other complaint related to fraud or any other unethical behavior.**

**5 COMPLAINT HANDLING PROCESS** After receiving the complaint report from independent third party service provider, the Ethics Committee members will decide whether an investigation should be conducted or not based on the information provided by the complainant. This will depend on the nature and severity of the matter raised and may be: investigated internally referred to the Internal Auditors, or the subject of independent enquiry If the Ethics Committee decides not to proceed with an investigation, the decision will be explained as fully as possible. The Ethics Committee shall share the report with the Chairman Audit Committee on periodic basis and update about the closure status of the complaints received through vigil mechanism.

**6 INVESTIGATION PROCESS** The Ethics Committee shall follow the investigation process as defined in the complaint handling framework document.

**7 RECORDS** An official written record will be kept for each stage of the procedure and will be confidential in nature. The documents will normally be retained for at least three years.

**8 EXPECTATIONS FROM EMPLOYEES,**

**DIRECTORS, VENDORS AND SUPPLIERS** The company acknowledges the difficult choice a member of staff may have to make in raising a concern. The company expects the employees, directors, vendors and suppliers to provide at least some of the following information: i. Detailed description of incident ii. Location and timing of incident iii. Personnel involved iv. Specific evidences v. Frequency of issue

**9 SAFEGUARDS AGAINST VICTAMISATION OF COMPLAINANT** The company accepts the obligation to ensure that any individual covered under this policy, who make a disclosure without malice and in good faith is protected from victamisation, harassment or unfair treatment. A member of staff who has made a disclosure and who feels that, as a result, he or she has suffered adverse treatment should submit a formal complaint to the Chairman Audit Committee directly. Where it is determined that there is a prima facie case that a complainant has suffered adverse treatment, harassment or victimization as a result of his or her disclosure, a further investigation may take place and matter may be decided by the Audit Committee for disciplinary action as may be taken against the perpetrator. In providing this protection, the company also reinforces the obligations of all persons employed not to disclose to external sources any trade secrets or confidential information acquired during the course of their employment unless they fall within the qualifying for protection disclosures.

Notwithstanding anything contained hereinabove the company will not be responsible for defraying any costs/damages to the person(s) who blows the whistle or the person(s) against whom whistle is blown incurred by them as a result of any litigation amongst them in case any of them approaches to a Court of Law for remedy against other.

#### **Recruitment process**

Applicants should apply online at [iglonline.net/careers](http://iglonline.net/careers) and provide accurate information. Providing false information can lead to disqualification.

Recruitment of Company Secretary on regular basis Indraprastha Gas Limited (IGL) established in 1998 as a joint venture between GAIL (India) Limited, Bharat Petroleum Corporation Limited (BPCL), and the Government of NCT of Delhi, is a leading natural gas distribution company in India. IGL is committed to provide safe, reliable, and environment-friendly natural gas to domestic,

commercial, industrial, transport sectors and has always been at the forefront of promoting clean and green fuel solutions. IGL invites applications from highly competent, experienced and self-motivated candidates with a passion for excellence for the post of Company Secretary. The candidate who is willing to be part of ever growing & profit making organization and are ready to take the challenging role in creating a significant impact in this ever growing sector, may apply through ONLINE for the post subject to meeting the eligibility criteria as per details given below: Post Name Company Secretary Number of Post One (01) Level CGM (L4) Level Place of Posting Corporate Office, New Delhi Educational Qualification 1. Should have passed the final examination of the Institute of Company Secretaries of India (ICSI) and should be an Associate / Fellow Members of ICSI. 2. Should have minimum 60% marks in Class 10th and Class 12th Post Qualification Experience (Essential) Candidates shall have the post qualification experience of minimum 22 years in a reputed company in executive cadre or equivalent Position out of which 3 years current experience must be as designated Company Secretary in top 300 listed Companies as per market capitalization based on the data available on NSE/BSE website after closing of market as on 10th July 2024 Relevant Experience Candidate served maximum years of service in listed Companies on NSE/BSE will be given preference Other Qualification Additional qualifications such as LLB / LLM / CA / CMA / MBA (Finance) will be given preference Age Limit Max 51 years as on 10th July 2024 Compensation Commensurate with experience and Company's Policies.

Page 2 of 5 **IMPORTANT DATES:** Activity Date Commencement of Online submission of application by candidates 10-07-2024 Last date for online submission of application by candidates 09-08-2024 **JOB PROFILE :** The position is responsible for overseeing the company secretarial functions, coordination amongst the leadership for implementation of Board decisions and ensuring statutory compliances related to board of directors, shareholders and the organization's stakeholders. Detailed Job Description is attached at Annexure – I. **SELECTION PROCESS :** a. Selection will be on the basis of Educational Qualification, Experience and Performance in personal Interview. b. On the basis of scrutiny of the application and uploaded documents, merit list for eligible candidates will be prepared and shortlisted

candidates will be called for Interview keeping in view the Relevant Experience and Additional Qualification. c. Screening and selection will be based on the details provided by the candidate; hence it is necessary that applicants should furnish accurate, full and correct information. Furnishing of wrong / false information will lead to disqualification and IGL will NOT be responsible for any consequence of furnishing of such wrong/false information. d. All the candidates claiming to fulfil requisite eligibility criteria be advised to upload the relevant supporting documents as mentioned in this advertisement. **APPLICATION PROCESS :** 1) Candidates are requested to apply online only on [iglonline.net/careers](http://iglonline.net/careers) after reading detailed advertisement. No other mean/mode of application shall be accepted. 2) All the details mentioned in the online form will be treated as final and no request for changes will be entertained later on. Therefore, candidates are advised to fill the ONLINE form with utmost care making correct entries in the respective fields. 3) Documents required to be uploaded at the time of applying for post: a. 10th & 12th Mark sheet and Certificate in PDF Format b. Marksheet & Certificate of Final Examination issued by ICSI in PDF Format c. Certificate of Associate/Fellow Membership issued by ICSI in PDF Format d. Updated Curriculum Vitae (CV) in PDF Format e. Recent passport size photograph and signature in JPEG Format 4) After submitting the application form a unique Application Number will be generated. The candidate can keep the same for future reference. **Page 3 of 5 DOCUMENTS REQUIRED AT THE TIME OF INTERVIEW/DOCUMENT VERIFICATION ALONG WITH ORIGINAL:** 1) Updated Curriculum Vitae 2) 02 recent passport size photographs 3) Copy of 10th & 12th marksheet and certificate 4) Copy of Graduation marksheet and certificate 5) Copy of marksheet and certificate issued by Institute of Company Secretaries of India (ICSI) for passing the final examination and an Associate / Fellow Members of ICSI 6) Copies of all certificates and marksheets of Essential Qualification and other additional qualifications, if any. 7) Complete and Proper Experience certificates/ Documents issued by the Employer in support of experience details mentioned by the candidate in the online Application Form. 8) Copy of last pay slip/salary slip 9) Valid ID proof (Aadhar / PAN / Driving License / Voter ID card). 10) Documentary proof towards listing of the organization/company/Institution on NSE/BSE in the

relevant Financial Year of employment. In case of listing of the organization/company/Institution for the part duration on NSE/BSE during any Financial Year, the same shall be submitted with relevant documents.

**GENERAL INSTRUCTIONS :** 1) Only Indian Nationals are eligible to apply. 2) Before applying, candidates should ensure that they fulfil the eligibility as on the cut- off date. 3) Cut-off date for eligibility criteria is July 10, 2024. 4) Application with incomplete / wrong particulars will not be considered. 5) Candidates will be required to submit documentary evidence of eligibility during the shortlisting / selection process within stipulated time as advised by IGL. 6) Candidates are advised to submit only one application. In case of multiple applications from a candidate, the latest one shall be considered as final and the earlier applications shall be rejected without any notice. 7) The candidature of the shortlisted applicants would be provisional and subject to subsequent verification of certificates/documents. 8) Appointment to the post will be subject to the candidate being medically fit. 9) The candidate called for interview who come from places beyond the distance of 32 km will be reimbursed actual expenses incurred on travel to and from the place of interview as per the policy of Company on production of ticket / boarding pass as documentary evidence in respect of the onward journey (eligible travel modes include Economy Class Air Travel or AC Class 1 Rail Travel). 10) IGL reserves the right to cancel/restrict/curtail/enlarge the recruitment/selection process thereunder without any further notice and without assigning any reasons. Any further corrigendum/addendum would be uploaded on IGL website [iglonline.net/careers](http://iglonline.net/careers) Page 4 of 5

#### **ANNEXURE - I JOB DESCRIPTION FOR THE POSITION OF COMPANY SECRETARY ROLES & RESPONSIBILITIES**

**General** The position is responsible for overseeing the company secretarial functions, coordination amongst the Head of Departments for implementation of Board decisions and ensuring statutory compliances related to board of directors, shareholders and the organization's stakeholders. **Key Functions / Responsibilities** Ensuring that the Corporate Governance is as per regulatory and statutory guidelines from a compliance perspective. Ensuring compliances under Companies Act 2013 and SEBI Listing Regulations, Insider Trading Regulations etc. Identify the timelines and agendas of the Company's board meetings/Committee meetings



ensuring timely and smooth coordination for conducting various meetings. To provide strategic inputs to management and board members when solicited. To effectively handle and manage investor grievances and strive for satisfactory resolution. To ensure timely compliance of all statutory requirements. To ensure timely preparation of MIS and reports for management's use. To act as professional advisers in relation to various corporate matters. Conducting Board /Shareholders Meetings To ensure smooth secretariat function for IGL resulting in efficient business operations. To coordinate with directors and various departmental heads for Board Meetings and various statutory and non-statutory Committee meetings. To coordinate for fixing up time slots, preparation of agenda papers for the above mentioned meetings. To ensure timely preparation of minutes for the above-mentioned meetings. To ensure coordination for the printing and dispatch of annual reports to shareholders. To coordinate for conducting annual general meetings of shareholders (physical/virtual mode) and approval of resolution(s) through Postal Ballot. Page 5 of 5 Registrar & Transfer Agent / Dividend To supervise the process of Registrar & Transfer Agent and ensure smooth operational activities. To coordinate for and arrange payment of Interim and Final dividend to promoters as well as various shareholders. To coordinate for various activities pertaining to Investor Education and Protection Fund. To address any queries related to dividend payments. MIS & Reporting To prepare various reports and documents for meeting related events. To prepare various reports for annual general meeting of the shareholders like - Preparation of Directors report - Corporate governance report - Management discussion and analysis - Business Responsibility and Sustainability Report - Notices, minutes of Annual General Meeting Shareholders Grievance Handling To address and resolve shareholders grievances or queries. To ensure correspondence with the shareholders in case of any grievance or query. Statutory Compliance To ensure adherence to various statutory, regulatory and legal compliances by IGL viz. Listing agreements with Stock exchanges (BSE and NSE) To ensure compliances of Companies act and SEBI Regulations. Appointment/cessation of Directors and ensuring composition of Board / Committees as per law. To ensure filing of various returns to Registrar of Companies (ROC). To interact and



coordinate with various authorities like ROC, ministry of corporate affairs etc. Maintain and retain all statutory records/books/registers. **KEY CHALLENGES** Statutory compliances in a time bound manner. Smooth coordination with Directors / Promoters and Departmental Heads. To ensure that grievances of shareholders are resolved in timely and satisfactory manner. To keep oneself abreast with the latest changes in the laws / regulations

#### **CSR policy**

IGL's CSR policy focuses on health, education, the environment, and empowering women and underprivileged people. IGL aims to promote CSR interventions in communities and segments of society, especially in areas around its commercial activities.

## **Revised CSR Policy pursuant to CSR Amendment Rules 2021**



### **Brief Outline on CSR Policy of the Company**

**Indraprastha Gas Limited recognizes that its business activities have direct and indirect impact on the society. The Company strives to integrate its business values and operations in an ethical and transparent manner to demonstrate its commitment to sustainable development and to meet the interests of its stakeholders. IGL has played a major role in reducing the pollution levels in the national capital. This contribution of the organization has been well acknowledged at many national and international fora. IGL is a socially responsible organization which undertakes a number of activities which contribute to society and justify its existence as an organization committed to public expectations.**

**For IGL, corporate social responsibility (CSR) is the responsibility of the organization that goes beyond its legal obligations and integrates social, environmental and ethical concerns into company's business process. A responsible business is expected to not only take care of its stakeholders but also to engage and contribute meaningfully towards improving the quality of life of the communities and environment in which it operates. CSR is, therefore, closely linked with the practice of Sustainable Development. The Company is committed to continuously strive to achieve these objectives.**

**Toward this commitment, the Company shall:**

- (i) Act as a socially responsible organization, delivering maximum value to its stakeholders, with which they shall be proud to be associated.**

- (ii) Behave ethically and contribute towards economic development while improving the quality of life of our customers as well as local community and society at large.**
- (iii) Develop strong environment consciousness in our operations and strive towards spreading awareness about the advantages of natural gas.**
- (iv) Conduct open and transparent business practices that are based upon ethical values and respect for communities and environment.**
- (v) Integrate business functions, goals and strategy with planned community development agenda.**

**The areas listed in the Schedule VII to the Companies Act, 2013 and amendments to the same from time to time shall be taken as the guide for IGL's CSR initiatives. IGL shall encourage interventions in a manner so as to bring all round development of the communities in which they intervene. Thus wherever possible, IGL shall promote adoption of communities/segments of the society for CSR interventions. The existing geographical areas and areas around the commercial activities of IGL shall be the main focus of these CSR interventions. In addition, IGL will also undertake initiatives for underprivileged backgrounds such as the drivers of CNG run autos, taxis, trucks and buses and others. The primary focus of IGL will be in form of interventions in areas of health, education, environment and empowerment of women & underprivileged.**

**However, CSR activities shall not include the following:**

- (i) Activities undertaken in pursuance of normal course of business of the company**

- (ii) Any activity undertaken by the company outside India except for training of Indian sports personnel representing any State or Union territory at national level or India at international level**
- (iii) Contribution of any amount directly or indirectly to any political party under section 182 of the Act**
- (iv) Activities benefitting employees of the company as defined in clause (k) of section 2 of the Code on Wages, 2019 (29 of 2019)**
- (v) Activities supported by the companies on sponsorship basis for deriving marketing benefits for its products or services**
- (vi) Activities carried out for fulfilment of any other statutory obligations under any law in force in India**

### **Privacy policy**

**IGL may make changes to its privacy policy from time to time. IGL will post substantial changes to the policy on its website and will try to notify users of any significant changes.**

#### **Privacy Policy**

**By submitting your personal data to us, you will be treated as having given your permission for disclosures referred to in this policy. The Privacy Policy covers our use of your personal information which is collected through or in connection with this site. For the purposes of this Policy, "this site" means the top site, which links to other IGL websites.**

**Other IGL websites may contain Privacy Policies which are different from this one.**

**This Privacy Policy relates to the <http://www.iglonline.net> website. On your journey around the IGL websites please check the Privacy Policy of each website which you visit and do not assume that this one applies to all IGL websites.**

## **Special Notice - If You Are Less Than 18 Years Of Age**

**Please do not send us your personal information (for example, your name, address and email address). If you wish to ask a question or use this site in anyway which requires you to submit your personal information please get your parent or guardian to do so on your behalf.**

## **Information Collection & Use**

### **Personal Information**

**We collect and use personal information (including name, address, telephone number and email) to :**

**Respond to queries or requests submitted by you**

**Process orders or applications submitted by you**

**Administer or otherwise carry out our obligations in relation to any agreement you have with us anticipate and resolve problems with any goods or services supplied to you**

**Create products or services that may meet your needs**

**Except as set out in this Privacy Policy, we will not disclose any personally identifiable information without your permission unless we are legally entitled or required to do so (for example, if required to do so by legal process or for the purposes of prevention of fraud or other crime) or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers etc.**

### **Non-personal Information**

**We may automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to our site.**

**We may also aggregate details which you have submitted to the site (for example,**

your age and the town where you live). You cannot be identified from this information and it is only used to assist us in providing an effective service on this website. We may from time to time supply third parties with this non-personal or aggregated data for uses in connection with this site.

#### **Use Of Your Personal Information Submitted To Other Websites**

We cannot be responsible for the privacy policies and practices of other websites even if:

1. You accessed the third party website using links from our website; or
2. You linked to our website from a third party website.

We recommend that you check the policy of each site you visit and contact the owner or operator of such website if you have any concerns or questions.

#### **Submission Of Others' Personal Information**

From time to time this site may ask you to provide personal details of your family or friends, for example, so that we can send them details of our products and services. Before providing such information, please ensure that you have obtained their consent to their personal data being used in this way. We will not use these details in any manner which is incompatible with this privacy policy.

#### **Additional Information & Sharing Of Information**

From time to time we would like to use your personal information for purposes other than as set out in the above section. We believe that these additional uses will be of benefit to you. However, we understand that you may not wish us to use your information in this way. We will not use your information for the purposes set out below if you have indicated that you do not wish us to use your information in this way when submitting the information.

**Additionally, if at any time you wish us to stop using your information for any or all of the below purposes, please let us know. We will stop the use of your information for such purposes as soon as it is reasonably possible to do so. In such case we will, however, continue to use your personal data for the purposes set out in the above section for as long as it is reasonable to do so.**

**From time to time we would like to use the information you supply to us for :**

- 1. Market research and tracking of sales data**
- 2. Informing you about our products and services, which may include contacting you by telephone**
- 3. Giving the information to IGL affiliate offices and companies to enable them to send you information which may be of interest to you**

**In addition, from time to time we would like to give your name, address and e-mail and any other personal data you supply to us to selected third parties. These third parties may use this information for :**

- 1. Market research and tracking of sales data**
- 2. Sending you information about their products and services**
- 3. Giving the information to their affiliate offices and companies to enable them to send you information which may be of interest to you**

#### **Use of Cookies**

**We may store some information (commonly known as a "cookie") on your computer when you look at our site. We are able to read these cookies for information purposes when you revisit our website. The type of information we collect as a result of a cookie being accepted by you is specific to your PC and includes the IP address, the date and time the PC visited the website, what parts of our website were looked at and whether the web pages requested were**

**delivered successfully. This information is anonymous; it represents a computer rather than a person.**

**We use the cookie information to improve our knowledge of the use of our website and to enable us to be able to ascertain whether the website is operating at an optimal level. This allows us to enhance our web offerings to you and to provide an enjoyable and an innovative online experience.**

**You can erase or block this information by changing the settings on your computer (please refer to your help screens or manuals). If you do erase or block this information you may not be able to utilise some features of the site.**

#### **Chats, Message Boards, Newsgroups**

**If at any time this site offers any chat rooms, message board facilities, newsgroups, etc. we may collect the information that you disclose. Such information will be used in accordance with this privacy policy. Please note that we cannot be responsible for other parties' use of the personal information which you make available to such third parties through any chat room, notice board, newsgroup, etc. on this site. Please be careful about what personal information you disclose in this way.**

#### **Data Security**

**We have implemented technology and policies with the objective of protecting your privacy from unauthorised access and improper use and will update these measures as new technology becomes available, as appropriate.**

#### **Change in Privacy Policy**

**From time to time we may make changes to this Privacy Policy. If we make any substantial changes to this Privacy Policy and the way in which we use your personal data we will post these changes on this page and will do our best to**



**notify you of any significant changes. Please check our Privacy Policy on a regular basis.**

**If at any time you would like to contact <http://www.iglonline.net> about our Privacy Policy, you can do so by emailing the Administrator at [admin@igl.co.in](mailto:admin@igl.co.in)**

## **Privacy Policy for Field Mobility Application**

### **Introduction**

**The Application is meant for IGL staff only and is not used by any customer or entity outside IGL.**

**The users of this application will update the status of the work done on field. To ensure that the work has been executed from intended location, this application is capturing the Geo co-ordinate and location while updating the status of the request.**

### **Overview**

**This notice describes how IGL collect and use personal data. This notice applies to all users of our application.**

**Users: Field Manpower who is visiting on the field for Pipeline laying and Meter Installation Activity.**

**For all the Users we are collecting Geo Coordinates while updating any data from the field.**

**These co-ordinates will be utilized to check whenever any customer complaints that his premise was not visited and work is not executed on the intended location.**

**Whenever user installs the Application, the user is asked to allow the permission for accessing the location. This data is kept secret and not shared.**

### **Data Controller and Transfer**

**Indraprastha Gas Limited is the Data Controller for all personal data and location data.**

#### **Data Collection and uses**

**We collect user's location or approximate location data to enable the cross checking of the data submitted in case of Customer complaint.**

**IGL collects this data when the IGL Field Mobility Application is running in the foreground (app open and on-screen) or background (app open but not on-screen) of their mobile device. We collect such data from user's mobile devices if they enable us to do so.**

#### **HSE policy**

**IGL's HSE policy stands for Health, Safety, and Environment Policy.**

##### **Health, Safety & Environment Policy**

**The management accepts the responsibility for Safety, Health & Environment Management of the company. The subject being a line responsibility, every employee has been made responsible and accountable for the protection of Safety, Health & Environment. The policy of company is as follows:**

**To give topmost priority to Safety & Health of all the personnel, property and protect environment.**

**To follow all applicable Codes, Standards & Safety practices in design, operation, maintenance and modifications to ensure HSE protection.**

**All planning, discussions and actions confirm our commitment towards Safety, Health & Environment protection aspects.**

**Safety Audit is carried out yearly and findings are documented for follow up actions so as to restore safe conditions..**

**Each Employee is fully informed for strict compliance of safety orders/rules issued by the management.**

Health Check up of each employee is done annually.

To train all employees in their respective areas of activities.

Engineer in charges of projects ensure compliance of safety orders/rules & statutory requirements by contractors, transporters, visitors and other agencies. related to contracts.

\*

Emergency drills are conducted every six months.

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Each employee is to abstain from unsafe acts and prevent unsafe conditions.

It is compulsory for all employees to take active part on safety & health related activities on & off the job. Compliance of safety observations is done in most effective manner.

To ensure compliance of Work Permit System.

Use of Personnel Protective Equipments is compulsory while at work.

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Quality maintained in all areas of activities.

To adopt such systems and methods. 50 as to Improvement. ensure continual

Management ensures that efforts of each employee are directed to contribute for achieving excellence in Safety, Health, Work Environment, Quality and Productivity

Here's some information about Indraprastha Gas Limited (IGL) IT support:

- Customer service number: You can call IGL's customer service number at +91 1800 102 5109.
- 
- Call back: You can request a call back through the IGL website or the IGL Connect mobile app.
- 
- Download IGL bill: You can download your IGL bill online by logging into the IGL website, going to the "Customer Zone" section, and locating "Insta

**Payment" under the PNG Domestic Customer dropdown. You'll need to enter your BP number to print or download your bill.**

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**IGL is a natural gas distribution company that supplies cooking and vehicular fuel, primarily in Delhi NCR. It was established in 1998 as a joint venture between GAIL, Bharat Petroleum, and the Government of Delhi**

## **9. ONGC Videsh Limited (OVL):**

### **Human rights**

**OVL has a zero-tolerance policy against child and forced labor, and any form of human trafficking.**

### **HUMAN RIGHTS POLICY OF ONGC AND OVL**

**1. Introduction Our vision is to be global leader in integrated energy business through sustainable growth, knowledge excellence and exemplary governance practices. As the founding member of GCNI (Global Compact Network, India), Oil and Natural Gas Corporation Limited (ONGC) has voluntarily embraced the Ten Universally Accepted Principles of UNGC in the areas of Human Rights, Labour, Environment and Anti–corruption. The Constitution of India which was adopted by the Constituent Assembly on 26th November, 1949 and came into force on 26th January, 1950 guarantees certain basic human rights in the form of fundamental rights. The six fundamental rights include the Right to Equality, Right to freedom, Right against exploitation, Right to freedom of Religion, Cultural and Educational Rights and Right to constitutional Remedies. . These fundamental rights inter alia, draw their inspiration from the principles of Universal Declaration on Human Rights, 1948 (UDHR), also. Constitution of India under Article 12 provides that these fundamental rights are justiciable (i.e., enforceable through judiciary ) against the State meaning thereby the Government of India and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the**

Government of India. Therefore, ONGC (a Govt. of India enterprise), is also covered by definition of State. The Company is committed to respecting the human rights of its workforce, communities and those affected by its operations, wherever it does its business, including our business partners and contractors. Therefore, in the management of its businesses and operations, the Company strives to uphold the spirit of human rights, as enshrined in the Constitution of India, existing international standards such as the United Nations Global Compact Convention, the Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development, United Nations Guiding Principles on Business and Human Rights and the Voluntary Principles on Security and Human Rights. This policy is intended to express the Company's commitment to carry out the business with ethical values and embrace practices that support human rights in every geography, where it operates. The Company follows processes that seek ways to honour the principles of International Human Rights. The Company wholeheartedly encourages business partners, to respect human rights, adhere to applicable international principles and respect the spirit and intent of this policy.

**2. Applicability** This policy applies to ONGC and OVL (herein collectively referred to as "Company"). This policy shall act as an advisory for the independent contractors and business partners, who are associated with the 'Company', to uphold and adopt the principles enshrined in this policy. The Company expects its business partners and contractors to treat their employees, and to interact with communities in ways that respect human rights and adheres to the spirit and intent of our Human Rights Policy. The Company requires our business partners and contractors to adhere to all domestic laws and expects them to adhere to the International Labour Organization's (ILO) core principles.

**3. Principles**

**3.1 Equal Opportunity, Non-Discrimination, Diversity and Inclusion.** The Company encourages an inclusive work environment, wherein diversity is valued and equal opportunities are available to all the employees and stakeholders. The Company follows applicable laws and regulations in the matter of deciding wages/salaries, hours of work and welfare measures. The Company

endeavours that the work environment across its operations remain free from discrimination in any form. The Company prohibits discrimination in the matter of compensation, training, opportunities and employee benefits on the basis of caste, creed, religion, language, ethnicity, disability, age, gender, sexual orientation, race, colour, marital status or union organization or any other status protected by appropriate laws. **3.2 Prevention of Harassment** The Company is committed to treat its employees with dignity and provide a work environment free from all forms of harassment, whether physical, verbal or psychological. The Company has 'zero tolerance' towards and prohibits sexual harassment and/or any conduct that may foster an offensive or hostile work environment, including unwelcome or unsolicited sexual advances. **3.3**

**Freedom of Association** The Company recognizes and respects the right of its employees to exercise freedom of association in matters related to their employment, as per policies and procedures of the Company, without them having any apprehension. The Company is committed and respects the right of collective bargaining of its employees, as per applicable laws/guidelines/regulations. **3.4 Labour Standards** The Company offers with all fairness competitive remuneration package relative to the industry, and as per collective bargaining settlements signed with recognised unions. The Company ensures compliance with applicable laws related to wages, work hours, leaves, leave with wages, and benefits, to both regular employees of the company as well as workers deployed by contractors. As a model employer, we provide a generous social support system which not only takes care of the employees, but also their families. Our Company values commitment, dedication, integrity and sincerity. Freedom to work and respect for individual's concern, opinion for good industry practices are the mantras that dominate day-to-day working of the Company. **3.5 Safe and healthy workplace** The Company is committed to provide and maintain a safe, healthy workplace by addressing the risks of accident, injuries and hazards on a continuous basis. The Company is focused on inculcating a culture of awareness, monitoring and participation surrounding health and safety directly or through agency or contractor as applicable. Company is committed for compensation in case of incapacity or loss of life, to the victim or dependent as the case may be directly

or through agency or contractor, as per applicable policy or regulation or laws qua deserving laws. The Company is also committed to maintain a workplace that is protected and secured from violence, intimidation, harassment or any other form of disruptive conditions due to internal or external threat.

Employees are encouraged to highlight concerns and suggestions related to occupational health and safety hazards to the Company for redressal. 3.6

**Prohibition of Child Labour and Forced Labour** The Company has zero tolerance towards and prohibits engagement of Child Labour, Forced Labour and any form of human trafficking. The Company is committed to ensuring that no instance of Child or Forced Labour occurs in any of its operations and establishments. The Company prohibits associated vendors, contractors and suppliers from engaging child and/or forced labour. 3.7

**Right to Privacy** The Company is committed to protect the right to privacy of its employees and other stake holders. The Company does not disclose personal information/data to third parties, without consent of its stakeholders, unless required by

law/Statutory Authorities etc., to do so. 3.8 **Anti-Corruption** The Company has zero tolerance towards malpractices of bribery or corruption in any form, in its business directly or indirectly. The Company operates and expects its

associates to operate, conforming to the highest moral, ethical standards, and fostering a culture of integrity and transparency. The Company has adopted a Whistle-blower policy and mechanism for reporting concerns about unethical conduct, actual or suspected fraud. 3.9

**Local Community / Stakeholder engagement** The Company respects cultures, traditions, customs and values of the people in the communities in which it operates. The Company engages with local communities on human rights matters that are important to them such as surface rights, access to clean water, health and sanitation. The Company engages with people in these communities, including indigenous peoples as well as vulnerable and disadvantaged groups. The Company aims to ensure through dialogue that it is listening to, learning from and considering their views on surrounding ecosystem, as it conducts its business. The Company endeavours, within the scope of its capabilities, to promote the fulfilment of human rights through improving the economic, environmental and social conditions, and further serve as a positive influence at places where it operates for sustainable development of the community at large. 3.10

**Right to**

Development To comprehensively pursue Declaration on the Right to Development, as adopted by General Assembly resolution 41/128 of 4 December 1986 of United Nations, and also in furtherance to its own talent management for professional pursuits including health and safety, the Company provides opportunity for various learning and development programs towards overall development of its workforce. The programs pertain to domain specific areas as well as employee's wellness such as stress management, emotional intelligence, mindfulness, work life balance, right to information and healthy lifestyle etc. 4. Grievance Redressal Appropriate systems and mechanisms with time bound process for redressal, such as Grievance Management System, Safety Committees, Internal Complaints Committee, Whistle-blower Policy etc. are in place to allow for resolution of the issues raised under this policy. This helps in grievance redressal, maintaining high standards, monitoring and learning for continuous development and in incorporation of new policies and practice, to properly anticipate, respond and sync with changing environment.

#### **Conduct and discipline**

OVL employees are expected to conduct themselves in a sober and temperate manner while on company premises, and to show respect and civility to others. Sexual harassment is not permitted, and employees are expected to take steps to prevent it.

#### **ONGC VIDESH LTD. CONDUCT, DISCIPLINE AND APPEAL RULES, 2008**

(Amended' 2014) 1. SHORT TITLE AND COMMENCEMENT: These Rules may be called ONGC Videsh Ltd. Conduct, Discipline and Appeal Rules, 2008 (Amended 2014) (hereinafter referred to as the Rules). They shall come into force from 02.06.2014 2. APPLICABILITY (1) These Rules shall apply to all the employees of the Company, including Deputationists, (except All India Services Officers) and Tenure Employees except those who are governed, or such of them as come to be governed at any future date, by the Standing Orders certified under the Industrial Employment (Standing Orders) Act, 1946. These rules shall also apply to all the employees of the company who are posted in subsidiaries of the company/JV's in India and overseas. (2) Nothing in these Rules shall operate to deprive any Employee of any right or privilege



to which he is entitled; (a) by or under any law for the time being in force; or (b) by the terms or conditions of service, or any agreement, subsisting between such person and the Government ; or (c) by the terms of any agreement subsisting between him and the Company at the commencement of these Rules. (3) Where it is considered necessary to make provisions in respect of an Employee, inconsistent with any of these Rules, the Authority making the appointment with the prior approval of the Company may by agreement with such Employee, make such provision and thereupon these Rules shall not apply to such Employee to the extent to which the provisions so made are inconsistent therewith. 3. DEFINITIONS: In these Rules, unless the context otherwise requires: (a) "Company" means the ONGC Videsh Ltd incorporated under the Companies Act, 1956 and includes its subsidiaries in India or overseas. (b) "Appointing Authority", in relation to an Employee, means :- ONGC VIDESH CDA-2014 Page 2 (i) the Authority empowered to make appointments to the service of which the Employee is for the time being a member or to the grade of the service in which the Employee is for the time being included ; or (ii) the Authority empowered to make appointments to the post which the Employee for the time being holds; or (iii) the Authority which appointed the Employee to such service, grade or post as the case may be; or (iv) where the Employee having been a member of any other service or having held any other post has been in continuous employment of the Company, the Authority which appointed him to that service, or to any grade in the service or to that post. (c) "Board" means the Board of Directors of the Company and includes in relation to the exercise of powers, any Committee of the Board or any officer of the Company, to whom the Board delegates any of its powers. (d) "Competent Authority" in relation to the exercise of powers under these Rules, means the Company and includes any officer or authority to whom or to which the power is delegated under the Articles of Association of the Company. (e) "Disciplinary Authority" means the authority competent under these Rules to impose on an Employee any of the penalties specified in these Rules. (f) "Employee" means a person who holds a post under the Company and includes any such person whose services are placed at the disposal of Central Govt. or a State Govt. or an Industrial Undertaking of the Central Govt. or a State Govt. The term also includes a person on deputation to the

Company and those seconded to overseas partner companies and subsidiaries for the purpose of these Rules. (g) "Government" means the Central Government; (h) "Government Servant" means a person who is member of Govt. service or who holds a civil post under the Union or State Govt. and includes any such person on foreign service; (i) "Members of the family", in relation to an Employee, includes; (i) the spouse of the Employee whether residing with him/her or not but does not include a spouse separated from the Employee, by a decree or order of competent court; (ii) sons or daughters or step-sons or step-daughters of the Employee, wholly dependent on him/her but does not include a child or step-child, who is no longer in any way dependent on the Employee or of whose custody the Employee has been deprived by or under any law; ONGC VIDESH CDA-2014 Page 3 (iii) any other person related, whether by blood or marriage, to the Employee or to such Employees spouse and wholly dependent on such Employee; (j) "Misconduct", without prejudice to the generality of the term Misconduct and the specific provisions made in these Rules, includes acts and omissions specified in the Schedule II annexed to these Rules. (k) "Public Servant" shall have the same meaning as in clause (iii) of Section 2(c) of the Prevention of Corruption Act, 1988 and includes a person as mentioned in Section 21 of the Indian Penal Code as amended from time to time. (l) "Service" means service under the Company. (m) "Workman" means a person as defined under the Industrial Employment (Standing Orders) Act, 1946. (n) "Designated employee" in relation to Code of internal procedures and conduct for prevention of insider trading in dealing with the securities of the Oil & Natural Gas Corporation/ONGC Videsh Limited in accordance with SEBI (Prohibition of Insider Trading) Regulations, 1992 would mean and shall include: a) All executives of the Company of the level of Executive Directors, Advisers and Group General Managers; b) All Key Executives, not covered in (a) above, as designated under CRC Structure of the Company from time to time c) All E4 and above employees of the Offices of Managing Director and all the functional Directors of the Company. d) All E4 and above employees of the following departments:- i) Corporate Finance, Corporate Treasury, Corporate Communications, Corporate Planning, Business Development, Joint Venture & Marketing, Central Accounts at Head Quarters. Corporate Affairs and

Company Secretariat, e) Any other employees of the Company to be notified by the Compliance Officer from time to time with the approval of the Managing Director of the Company f) Dependent family members of (a) to (e) above In case any of the designated employees separates from the services of the Company due to superannuation/ resignation/ termination etc. he shall continue to be considered as designated employee for further period of six months subsequent to the date of separation from the Company as envisaged under SEBI (Prohibition of Insider Trading) regulation, 1992. (o) "Appellate Authority" means the authority specified under the Schedule-I to these rules. (p) "Reviewing Authority" means the Authority as specified under Rule 54 of these rules or the Company. (q) "Inquiring Authority" means the authority appointed under Rule 36(2) of these rules to enquire into the charges framed against the employee of the Company. (r) "Resignation" means the act of resignation by an employee. ONGC VIDESH CDA-2014 Page 4 (s) "Retirement" means separation on attaining the age of superannuation. (t) "Termination" would mean separation of an employee by way of a penalty of Dismissal, Removal or Compulsory retirement imposed under Rule 34 of these Rules. (u) "Managing Director" means the Managing Director of the Company. (v) "Director" means the whole time Director of the Company and does not include Managing Director of the Company. (w) "Director concerned" means the fulltime Director, to whom the employee eventually reports to. (x) "Director I/C HR" means the fulltime Director to whom the HR department eventually reports to. (y) "Deputation" means assignment of persons to the company from other companies or Government including those from "ONGC". (z) In these Rules, Masculine shall refer to Feminine also. 4. GENERAL: (1) Every Employee 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) (a) Every employee 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. (b) No employee shall in the performance of his official duties or in the exercise of powers conferred, act otherwise than in his best judgement, except when he is acting under the direction of his official superior and shall, where he is acting under such direction, obtain the directions in writing wherever practicable and where it is not practicable to

obtain the direction in writing, he shall obtain written confirmation of the direction as soon as thereafter as possible. Explanation: Nothing in clause (b) of sub-Rule 4(2) shall be construed as empowering an Employee to evade his responsibilities by seeking instructions from or approval of a superior officer or authority when such instructions are not necessary under the scheme of distribution of powers and responsibilities. ONGC VIDESH CDA-2014 Page 5

(c) Every Employee shall at all times conduct himself soberly and temperately, while on official premises and show proper respect and civility to all concerned and shall use his utmost endeavor to promote the interest of the Company and to promote and maintain good reputation thereof. (3)

**Prohibition of Sexual Harassment of Women at work place** a. No employee shall indulge in any act of sexual harassment of any women at her work place. b. Every employee who is incharge of a work place shall take appropriate steps to prevent sexual harassment to any women at such work place.

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

:- (i) physical contact and advances; (ii) a demand or request for sexual favours; (iii) sexually coloured remarks; (iv) showing pornography; (v) any other unwelcome physical, verbal or non-verbal conduct of sexual nature. c.

Any violation of this rule will be considered as misconduct 5. **ABSENCE**

**FROM STATION :** (1) Unless otherwise expressly provided, the whole time of an Employee shall be at the disposal of the Company and he shall serve the Company in its business in such capacity and at such places as he may from time to time be directed by his superior. (2) An Employee shall not absent himself from duty without having obtained the permission of the Competent Authority. (3) No Employee shall leave the station, where he is posted, without prior permission of the Competent Authority.

**6. BAR AGAINST EMPLOYMENT AFTER RETIREMENT/ RESIGNATION:** No employee, who has retired on superannuation or for any other reasons or resigned from the Company, after such retirement/ resignation shall accept any ONGC VIDESH CDA-2014 Page 6 appointment or post whether advisory/ consultancy or otherwise, in any firm or Company whether in India or outside, with which the Company has or had business relations within 1 year from the date of his retirement/resignation without the prior approval of the competent authority. The Competent

Authority for this purpose will be Managing Director in case of all employees in E-5 and above levels, Director in-charge HR and respective functional Directors concerned in case of Employees in E-1 to E-4 levels. The “Director concerned” herein shall be Director to whom employee eventually reports to. For E-0 level and unionized category of employees, the competent authority shall be HR-1 level authority. (a) No functional Director of the Company including the Chief Executive, who has retired /resigned from the service of the Company, after such retirement/resignation, shall accept any appointment or post, whether advisory or administrative, in any firm or Company, whether Indian or foreign, with which the Company has or had business relations, within one year from the date of retirement/resignation without prior approval of the Government. The term retirement includes resignation; but not the cases of those whose term of appointment was not extended by Government for reasons other than proven misconduct. The term 'business relations' includes 'official dealings' as well. A bond shall be secured from the concerned person at the time of his/her employment/ retirement/ resignation as functional Director/Managing Director/Chief Executive in the Company for an amount equivalent to basic pay drawn by the Functional Director/Managing Director/Chief Executive during last six months of his/ her tenure or ` 10 (Ten) Lakhs, whichever is more, together with interest thereon from the date of Demand at Government Rates, for the time being in force, on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of the country converted at the then prevailing official rate of exchange between that country and India and together with all the costs between attorney and client and all charges and expenses that shall or may have been incurred by the Company, to be payable by him/her as damages for any violation of this rule. (b) No employee who has deserted his services from the Company for reasons such as resignation not following the rules or unauthorized absence from his duties or otherwise, after such an event, shall accept any appointment or post whether advisory, consultancy or otherwise, in any firm or Company whether in India or outside, till a final decision is taken by ONGC Videsh .

**7. EMPLOYMENT OF FAMILY MEMBERS OF EMPLOYEES IN ANY OTHER COMPANY OR FIRM ENJOYING COMPANY’S PATRONAGE:** (1) No Employee shall use his position or

influence directly or indirectly to secure employment for any member of his family in any other company or firm. (2) No Employee shall, except with the previous sanction of the Competent Authority permit any member of his family to accept employment with any other Company or firm with which he has official dealings or with another Company ONGC VIDESH CDA-2014 Page 7 or firm having official dealings with the Company. Intimation in this regard shall be reported to the competent authority forthwith in Annexure CDA-3. Provided that where the acceptance of the employment cannot wait the prior sanction of the Competent Authority, the employment may be accepted provisionally subject to the ultimate sanction of the Competent Authority to which the matter shall be reported forthwith. (3) No Employee shall, in the discharge of his official duties, deal in any matter with or give or sanction any contract to any other company or firm or any other person if any member of his family is employed in that Company or firm or under that person or if he or any member of his family is interested in such matter or contract and the Employee shall refer every such matter or the contract to the Competent Authority and the matter or the contract shall thereafter be disposed of according to the instructions of the said authority. NOTE :- For the purpose of this rule, members of the family would mean and include every member as defined in Rule 3(i) sub rule (i), (ii) and (iii) hereinabove irrespective of whether such member is wholly dependant on the employee or not. 8. TAKING PART IN POLITICS AND ELECTIONS : (1) No Employee shall take part or subscribe in aid of, or assist in any other manner, any movement or activity which is, or tends directly or indirectly to be, subversive of the Govt. as by law established and it shall be the duty of every Employee to endeavor to prevent any member of his family from taking part in, subscribing in aid of, or assisting in any other manner any such movement or activity and where an Employee is unable to prevent a member of his family from taking part in any such movement or activity, he shall make a report to that effect to the Company. (2) If any question arises whether any movement or activity falls within the scope of sub-Rule 8 (1) the question shall be referred to the Government for decision. (3) No Employee shall canvass or otherwise interfere or use his influence in connection with, or take part in, an election to any legislature or Local Authority; Provided that: (a) an Employee qualified to



vote at such election may exercise his right to vote, but where he does so, he shall give no indication of the manner in which he proposes to vote or has voted; (b) an Employee shall not be deemed to have contravened the provisions of this sub-Rule by reason only that he assists in the conduct of an election in the due performance of a duty imposed on him by or under any law for the time being in force. ONGC VIDESH CDA-2014 Page 8 Explanation : (i) Offering himself as a candidate for election to Local Authority on being permitted by the Company shall not amount to the contravention of sub Rule 8(3). (ii) The display by an Employee on his person, vehicle or residence of any electoral symbol shall amount to using his influence in connection with an election within the meaning of this sub-Rule 8 (3).

**9. JOINING OF ASSOCIATIONS BY EMPLOYEES :** No Employee shall join, or continue to be a member of an association, the objects or activities of which are prejudicial to the interests of the sovereignty and integrity of India, public order or morality.

**10. DEMONSTRATION AND STRIKES :** No Employee shall: (a) engage himself or participate in any demonstration, which involves incitement to an offence, (b) resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to his service or the service of any other Employee of the Company. Explanation : In this Rule Strike shall have the same meaning as in clause (q) of Section 2 of the Industrial Disputes Act., 1947 (14 of 1947).

**11. CONNECTION WITH PRESS, RADIO OR TELEVISION:** (1) No Employee shall, except with the previous sanction of the Company, own wholly or in part or conduct or participate in the editing or management of any newspaper or other periodical publication. (2) No Employee shall, except with the previous sanction of the Company or any other Authority empowered by it in this behalf, or in the bonafide discharge of his duties, publish a book himself or through a publisher, or contribute an article to a book or a compilation or articles ,or participate in a radio or TV broadcast or contribute any article or write a letter to a newspaper or periodical, either in his own name or anonymously or pseudonymously or in the name of any other person in or outside the Company; Provided that no such sanction shall be required: (a) if such publication is through a publisher and is of a purely literary, artistic or scientific character and does not include any ONGC VIDESH CDA-2014 Page 9 scientific, technical or economic data

pertaining to the work, plans or operations of the Company for the development of petroleum resources and the production and sale of petroleum and petroleum products produced by it and for matters connected therewith or pertaining to the oil or gas bearing areas of the Company; (b) if such broadcast, contribution or writing is of a purely literary, artistic or scientific character and does not include any scientific, technical or economic data pertaining to the work, plans or operations of the Company for the development of petroleum resources and the production and sale of petroleum and petroleum products produced by it and for matters connected therewith or pertaining to the oil or gas bearing areas of the Company. NOTE :If such publications or journals also include advertisements or allied matters, which are inserted with a view to raising funds or sales promotions, no Employee can contribute articles thereto without the previous sanction in writing of the Competent Authority in accordance with the Rule 11 of the ONGC Videsh Conduct, Discipline & Appeal Rules, 2008, nor can an Employee be a member of the Editorial/ Managing Committee/ Board of any such publication or provide, recommend or canvass support of any kind directly or indirectly without prior sanction in writing of the Competent Authority in accordance with the same CDA Rules as above. 12. CRITICISM OF GOVERNMENT OR COMPANY OR ANY OF ITS EMPLOYEES OR ITS BOARD OF DIRECTORS: No Employee shall in any radio broadcast/TV telecast, in any electronic media or in any 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: (a) which has the effect of any adverse criticism of any policy or action of the Central Government or a State Government or of the Company; or any of its employees or Board of Directors; or (b) which is capable of embarrassing the relations between the Company and public: Provided that nothing contained in this Rule shall apply to: (i) statements or views which are of purely factual nature and are not considered to be of a confidential nature and are made or expressed by an Employee in his official capacity or in due performance of the duties assigned to him; (ii) bonafide expression of views by an Employee as an office bearer of a recognized union/association for the purpose of safeguarding the ONGC VIDESH CDA-2014 Page 10 conditions of service of the Employees or for



securing improvement thereof. **13. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY:** (1) Save as provided in sub-Rule (3), no Employee shall, except with the previous sanction of the Company give evidence in connection with any inquiry 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 a State Government or the Company. (3) Nothing in this Rule shall apply to:- (a) evidence given at an inquiry before an Authority appointed by the Central Government, a State Government, the Company, Parliament or a State Legislature; or (b) evidence given in any judicial inquiry; or (c) evidence given at any departmental inquiry ordered by authorities subordinate to the Company; or (d) evidence given in any inquiry ordered by the Competent Authority under any statute of Central or State Government.

**14. UNAUTHORIZED COMMUNICATION OF INFORMATION:** (1) No employee, whether during the period of his service or after leaving the service of the Company shall, except with the previous sanction of the Competent Authority, by writing to any person (including any other employee) or by communicating to newspapers, journals or books or by speech or discussion or in any other manner disclose or cause to be disclosed any information or documents relating to the activities of the Company or its subsidiaries. (2) No Employee shall, except in the ordinary course of his duties, give or cause to be given to any person any advice on matters relating to the activities of the Company or its subsidiaries. (3) No Employee shall, except in the ordinary course of his duties, disclose or cause to be disclosed to any person any secret process, know-how, cost of production of any or all of the products of the Company or its subsidiaries or any information regarding purchases made by or contracts entered into by the Company or any information regarding settlement of claims by the Company in or out of courts or any other information, knowledge or matters of trade or business secrets of the Company or its subsidiaries. ONGC VIDESH CDA-2014 Page 11 (4) No Employee shall except with the previous sanction of the Competent Authority carry with him or cause to be carried outside the office/ factory / mine premises any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of the Company or its subsidiaries, notes or copy thereof. Provided

that this provision shall not apply to Employees who are specially authorized by the Competent Authority to take out of the office/factory/mine premises any papers, books, documents, etc. for study or other purposes approved by the Competent Authority in writing. (5) (a) Any manuscript, books, or other literary work, drawings, sketches, paintings, photographs or similar papers containing notes or information relating to business of the Company shall be the property of the Company, whether prepared by the Employee or otherwise. No royalty shall however, be payable to the Employee. Every Employee when called upon by the Competent Authority, shall sign such documents, applications, deeds or other instruments which in the opinion of the said Authority are necessary to vest the property including copy-right thereof in the Company solely and exclusively for its use. (5) (b) Any invention made by an employee during the course and in connection with his employment in ONGC/ ONGC Videsh shall be reported forthwith by the employee to ONGC/ ONGC Videsh and the said invention shall automatically become the exclusive property of ONGC/ ONGC Videsh and ONGC/ ONGC Videsh shall be at complete liberty to apply and obtain a patent for the same. The employee concerned shall, without any demur, do all that is necessary and is required of him to facilitate ONGC/ ONGC Videsh applying and obtaining the said patent. NOTE: The provisions of this Rule shall apply also to the ex-Employees. (6) (a) No employee shall except in the ordinary course of his duties ,in any manner, access, divulge, release, reveal, furnish ,disclose or cause to be disclosed or otherwise make known to any unconnected/unauthorized person/employee or outside Agency whomsoever and shall not destroy, alter, delete any information of a computer resource, or diminish its value, utility by any means of any data generated, stored/available in any form electronically or otherwise. (b) No employee shall , except with the previous sanction of the competent authority /authorized personnel, carry with him/transmit or cause to be carried/transmitted by any means whatsoever outside the premises in use of the Company, any such data in any form such as Floppy, Compact Disc, Electronic transmission or written documents. 15. SUBSCRIPTION : No Employee shall, except with the previous sanction of the Company or of an Authority specified in this behalf, ask for or accept contribution to or otherwise associate himself with the raising of, any funds or other collections

in cash or in kind in pursuance of any object whatsoever. ONGC VIDESH CDA-2014 Page 12

**16. A. GIFTS:** (1) (a) Save as otherwise provided in these Rules, no Employee shall accept or permit any member of his family or any other person acting on his behalf, to accept any gift. **NOTE:** In this Rules gift shall include free transport, board, lodging or other service or any other pecuniary advantage provided by any person other than a near relative or a personal friend having no official dealings with the Employee. (b) An employee shall avoid acceptance of lavish hospitality or frequent hospitality from any individual or firm or Company having official dealing with him. (2) An employee may accept gifts from his near relatives 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, but he shall make a report to the Competent Authority if the value of the gifts exceeds ` 5000/- (3) An Employee may, on such occasion as are specified in sub -Rule (2) 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 ` 2500/-. (4) In any other case not falling under sub-Rule (2) or sub-Rule (3), an Employee shall not accept, or permit any member of his family or any other person acting on his behalf to accept, any gift without the sanction of the competent Authority if the value thereof exceed ` 2500/-.

Provided that when more than one gift has been received from the same person or firm or company within a period of 12 months, the matter shall be reported to the Competent Authority if the aggregate value of the gifts so received exceeds ` 2500/-.

**16. B. DOWRY:** No Employee shall: (i) give or take or abet the giving or taking of dowry; or (ii) demand, directly or indirectly, from the parents 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 in the Dowry Prohibition Act, 1961 (28 of 1961).

**17. PUBLIC RECEPTION IN HONOUR OF EMPLOYEES:** No employee shall, except with the previous sanction of the Company, receive any complimentary or valedictory address or accept any testimonial or attend any ONGC VIDESH CDA-2014 Page 13 meeting or entertainment held in his honour, or in the honour of any other employee: Provided that nothing in this Rule shall apply to: (a) a farewell entertainment of a substantially private and informal character held in

honour of an Employee or any other Employee on the occasion of his retirement or transfer or any person who has recently quit the Service; or (b) the acceptance of simple and inexpensive entertainments arranged by public bodies or institutions.

**18. PRIVATE TRADE OR EMPLOYMENT:** (1) No Employee 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 shall report to the Competent Authority immediately at the time of his first appointment and thereafter as soon as any member of his family is engaged in a trade or business or owns or manages an insurance agency or commission agency in Annexure CDA-4. **NOTE:** Whenever any dependent of an Employee's family gets employment anywhere, he must report the fact immediately to the concerned Competent Authority with details of employment, etc. (3) No employee shall, without the previous sanction of the Competent Authority and except in the discharge of his official duties, take part in the registration, promotion or management of: (a) any bank; (b) any Company which is required to be registered under the Companies Act, 1956 (1 of 1956) or any other law for the time being in force; (c) any co-operative society for commercial purposes; Provided that an Employee may take part in the registration, promotion or management of a Consumer Co-operative Society or House Building Co-operative Society, constituted substantially for the benefit of Employees, and registered under the Co-operative Societies Act, 1912 (2 of 1912) or any other law for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act 1860 (21 of 1860) or any corresponding law in force. (4) No Employee shall 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.

**19. INVESTMENT, LENDING AND BORROWING:** (1) No Employee shall, save in the ordinary course of business with a bank, the LIC or a firm, 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 obligations in his name for his benefit or for the benefit of any member of his family. (2) No Employee shall make or permit any member of his family, or any person acting on his behalf or family members to make, any investment which is likely to embarrass or influence him in discharge of his official duties. (3) No Employee shall speculate in any stock, shares, debentures or other modes of investment. Explanation: Frequent purchase or sale or both of shares, securities, stock or debentures or other investments shall be deemed to be speculation within the meaning of this sub-Rule. (4) In case of investments in shares, securities, debentures or mutual funds scheme, etc. an intimation should be sent in the proforma as prescribed in Annexure ONGC:CDA- 5 to the Competent Authority as per the following: CATEGORY NATURE OF TRANSACTION Executives at E-0 and above level In case the total transaction in shares, securities, debentures or mutual funds scheme, etc. exceed `25,000/- in a calendar year. Unionised Categories In case the total transactions in shares, securities, debentures or mutual funds scheme etc. exceed `25,000/- in a calendar year. ONGC VIDESH CDA-2014 Page 15 (5) An employee of the Company should neither himself purchase nor permit any member of his family to, purchase shares from out of the quota reserved for friends and associates of the Directors of any Company, whether private or public registered under Companies Act, 1956. (6) No employee shall lend money to another Employee on interest. (7) 'Dealing in the shares of CPSEs': A full time Director or any executive / employee involved in the decision making process of fixation of price of an IPO/FPO of shares of a CPSE shall not apply either himself / herself or through any member of his/her family or through any other person acting on his / her behalf for allotment of shares(which includes all types of equity related instruments) in an IPO / FPO of such CPSE, even out of the category of preferential quota reserved for employees / Directors of the CPSE. (8) All executives / employees including full time Directors of CPSEs who are in possession of unpublished price sensitive information would be prohibited from dealing/transacting either in their in own name or through any member of their family in the shares of their own company. (9) Full time Director or executive / employee of a CPSE or any member of his / her family or any

person acting on his / her behalf shall not apply for shares cut of any preferential quota reserved for employees/ Directors of other companies. (10) All employees of CPSEs would be required to disclose to the company all transactions of purchase/sale in shares worth ` 20,000/- or more in value or existing holding/interest in the shares worth ` 20,000/- or more in his /her own company either in his/her own name or in the name of any family member to report to the company indicating quantity, price, date of transaction and nature of interest within 4 working days.

**20. INSOLVENCY AND HABITUAL INDEBTEDNESS:** (1) An Employee 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. (2) An Employee who applies to be, or is adjudged or declared insolvent or against whom any legal proceedings for recovery of any debt are instituted shall forthwith report the fact to the Competent Authority.

**21. FEES AND HONORARIA** (1) No Employee shall under take part time work for a private or public body or a private person or persons or accept fee therefor without the sanction of the Competent Authority, which shall grant sanction only in ONGC VIDESH CDA-2014 Page 16 cases, when it is satisfied that the work can be undertaken without detriment to his official duties and responsibilities. (2) The Competent Authority may in cases in which it thinks fit to grant such sanction, stipulate the amount of fees received by the Employee for undertaking the work to be paid to the Company.

**22. 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 dealings 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/- in case of Board level, below Board level executives, and Rs 15000/- in case of unionized category employees,



within one month of every transaction. NOTE 1: (i) For the purpose of this sub-Rule, the expression "every transaction concerning movable property owned or held by him" includes all transactions of sales or purchase of such property; (ii) "movable property " shall, inter-alia, include:- (a) jewellery, insurance policies, the annual premia of which exceeds `15,000 or one-sixth of the total annual emoluments received from the Company whichever is less, shares, securities and debentures; (b) loans advanced taken by such Employee whether secured or not; (c) motor cars, motor cycles, horses or any other means of conveyance; and (d) refrigerator, radio, radiogram and television set, VCP/VCR, domestic satellite receivers, Video Camera, Micro-oven, Discplayers, Electronic accessories, etc. NOTE 2: The capitation fee paid by the Employees while admitting their wards in Educational/Technical/Professional Institutions, etc. for securing admissions of their ONGC VIDESH CDA-2014 Page 17 ward, shall also be treated a financial transaction and should be informed to the concerned authority like any other financial transaction. NOTE 3: Transactions entered into by the spouse or any other member of the family of an Employee of the Company out of his own funds (including stridhan, gifts, inheritance, etc) as distinct from the funds of the Employee of the Company himself, in his own name and in his own rights, would not attract the provision of this sub-rule. (4) Every Employee shall, on first appointment in the Company, submit a return of assets and liabilities in Annexure CDA-1 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 `15,000/-; (d) debts and other liabilities incurred by him directly or indirectly; (5) Every Employee shall submit a return of immovable property inherited/owned/ acquired through gift or otherwise by him as on 1st January of each calendar year or within such period as may be stipulated under executive instructions in that behalf NOTE: All Employees shall submit by 30th April every year, full and complete statement of movable and immovable

property held or acquired by them or on their behalf by any member of their family in the proforma given in Annexure CDA-2. (6) The Competent Authority may, at any time by general or special order require an Employee to submit within a period specified in the order, a full and complete statement of such movable or immovable property held or acquired by him 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. NOTE:

Executive instructions vide Schedule III may also be referred to. 23.

**VINDICATION OF ACTS AND CONDUCT OF EMPLOYEES:** (1) No Employee shall, except with the previous sanction of the Company, have recourse to any court or the press for the vindication of any official act, which has been the subject matter of adverse criticism or an attack of a defamatory character.

ONGC VIDESH CDA-2014 Page 18 (2) Nothing in this Rule shall be deemed to prohibit an Employee from vindicating his private character or any act done by him in his private capacity and where any action for vindicating his private character or any act done by him in his private capacity is taken, the Employee shall submit a report to the Competent Authority regarding such action. 24. **CONVICTION OR ARREST OF AN EMPLOYEE:** An employee

convicted by a court of law or arrested shall report promptly the fact of his conviction or arrest to his departmental superiors; and failure to do so shall render him liable to disciplinary action on this ground. 25. **PRESSING OF CLAIM OR SEEKING REDRESS OF A GRIEVANCE IN SERVICE MATTERS:** (1)

An Employee shall address his immediate superior or such other Authority at the lowest level as may be competent to deal with service matters. (2) An appeal or representation to higher authorities shall not be made unless the appropriate lower Authority has already rejected the claim or refused relief or unduly delayed the disposal of the case. (3) A representation to the Director or the Managing Director of the Company shall not be made unless all means of seeking redress from lower authorities have been completely exhausted. (4)

No representation, appeal, petition or memorial shall be addressed by an Employee to the Director or the Managing Director of the Company personally or to any outside Authority or an Authority not specified under these Rules. Provided that an Employee belonging to the Schedule Castes or Schedule



Tribes may write, direct to the National Commission for Scheduled Castes and Scheduled Tribes on matters relating to appointments against the reserved quota. (5) No Employee shall send a representation or advance copies thereof to higher authorities except through proper channel or send copies of a representation to outside authorities. NOTE 1: An advance copy of representation may be sent direct to the addressee when the stage mentioned in sub-Rule (2) is reached. Note 2: An Employee can send advance copy of representation directly to the Director In-Charge (HR). Note 3: No employee shall quote or reproduce (in his representation/appeal) from any letter, or from note from any file, or from any document, manuscript and file, any micro film, microfiche and facsimile copy of a document, any reproduction of image(s) embodied in such micro film and any other material produced by a computer or by any other device to which he is not authorized to have an access or to which he is not authorized to keep in his personal custody or for personal purposes. ONGC VIDESH CDA-2014 Page 19 26.

**CANVASSING OF NON-OFFICIAL OR OTHER INFLUENCE:** No Employee shall bring or attempt to bring any political or other influence to bear upon any superior authority to further his interest in respect of matters pertaining to his service. 27.

**MARRIAGE:** (1) (a) No Employee shall enter into or contract, a marriage with a person having a spouse living. (b) No Employee, having a spouse living shall enter into, or contract, a marriage with any person; Provided that the Company may permit an Employee to enter into, or contract, any such marriage as is referred to in clause (a) or clause (b) if it is satisfied that: (i) Such marriage is permissible under the personal law applicable to such Employee and the other party to the marriage, and (ii) There are other grounds for doing so. (2) An Employee who has married or marries a person other than of Indian Nationality shall forthwith intimate the fact to the Company. 28.

**CONSUMPTION OF INTOXICATING DRINKS AND DRUGS:** An Employee of the Company shall:- (a) 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; (b) Not be under the influence of any intoxicating drinks or drugs 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 drinks or drug; (c) Not appear in a public place in a state of intoxication; (d) Not use any

intoxicating drink or drug in excess. NOTE: 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 guest, bars and restaurants, conveyance) to which the public have or are permitted to have access, whether on payment or otherwise. ONGC VIDESH CDA-2014 Page 20 29. APPROACHING FOREIGN GOVERNMENTS FOR FINANCIAL ASSISTANCE: No Employee shall, without the prior permission of the Company, approach directly or indirectly any foreign Government or foreign organization for financial assistance for visiting a foreign country or attending a course abroad. 30. FORWARDING OF APPLICATIONS: (1) No Employee shall forward any application for employment elsewhere, except as provided for under the ONGC Service Rules. (2) An Employee shall not forward an application for an award of a fellowship or scholarship directly to the authority concerned, unless he is permitted to take up such fellowship or scholarship. (3) No Employee shall forward any application for admission to a foreign university or other institution for attending a course of studies without the prior permission of the Competent Authority. 31. ASSOCIATION OF EMPLOYEES WITH ACTIVITIES NOT CONNECTED WITH OFFICIAL DUTIES: (1) An Employee may, with the previous sanction in writing of the Competent Authority, join an educational institution or a course of study outside normal office hours provided that such pursuit does not detract him from efficient discharge of his official duties. (2) Subject to the observance of the conditions laid down in sub-Rule (1) and other conditions, if any, which may be mentioned in the letter granting such sanction, an Employee may join: (a) Home Guards, National Voluntary Corps, Prantiya Raksha Dal or any other officially sponsored police organization; (b) Shramdan; (c) St. John Ambulance Brigade; (d) Territorial Army; (e) Auxiliary Air Force. (3) Without prejudice to the provisions of sub-Rule (2), an Employee may join Bharat Sewak Samaj, provided such participation on his part does not detract him from efficient discharge of his official duties. ONGC VIDESH CDA-2014 Page 21 32. RETURN OF COMPANY'S PROPERTY EQUIPMENT, TOOLS, ETC: (1) Every Employee shall, before leaving the service, return all property or equipment or tools belonging to the Company issued or lent to him in connection with his employment in the

Company; (2) The cost of such property, equipment or tools not so returned shall be liable to be deducted from his pay or the amount, if any, due to him.

**33. SUSPENSION:** (1) The Appointing Authority, or any Authority to which it is subordinate, or the Disciplinary Authority or any other Authority empowered by that Company by general or special order to impose a penalty as specified in Rule 34 may place an Employee under suspension: (a) Where a disciplinary proceeding against him is contemplated or is pending; or (b) Where, in the opinion of the Authority aforesaid, he has engaged himself in activities prejudicial to the interest or the security of the State; or (c) Where a case against him in respect of any criminal offence is under investigation, inquiry or trial. (2) (a) Where an Employee is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours, he 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 until further orders. (b) An Employee shall also be deemed to have been placed under suspension from date of his conviction if in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding 48 hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction. **NOTE:** The period of 48 hours referred to in clause 2 (b) of this sub-rule shall be computed from the commencement of the imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account. (3) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an Employee under suspension is set aside in appeal or on review under these Rules and the case is remitted for further inquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of ONGC VIDESH CDA-2014 Page 22 original order of dismissal, removal or compulsory retirement and shall remain in force until further orders. (4) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an Employee is set aside or declared or rendered void in consequence or by a decision of a court of law and the Disciplinary Authority, on a consideration of the circumstances of the case decides to hold a further inquiry against him on the allegations on which the penalty of dismissal, removal or compulsory retirement 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, removal or compulsory retirement and shall continue to remain under suspension until further orders. (5) (a) An order of suspension made or deemed to have been made under this Rule may at any time, be modified or revoked by the Authority which made or is deemed to have made the order or by any Authority to which that Authority is subordinate (b) Where an Employee is suspended or is deemed to have been suspended (whether in connection with any disciplinary proceeding or otherwise) and any other disciplinary proceeding is commenced against him during the continuance of that suspension, the Authority competent to place him under suspension may, for reasons to be recorded by it in writing, direct that the Employee shall continue to be under suspension until the termination of all or any of such proceeding. (c) An order of suspension made or deemed to have been made under this Rule shall continue to remain in force until it is modified or revoked by the Authority competent to do so. (d) Headquarter of the suspended employee shall be ONGC Videsh, New Delhi, at the time the order is issued. (e) The Competent Authority may change the headquarters of an employee during suspension, if it is in the public/ administrative interest. (f) When an employee under suspension requests for a change of headquarters, the Competent Authority may consider the request and upon being satisfied that such a course will not put the Company to any extra expenditure like grant of travelling allowances etc, or other complications like creating difficulty in investigation or departmental proceedings etc., may take appropriate decision. (6) During the period of suspension, an Employee shall draw subsistence allowance at such rates as may be specified by the Company from time to time. (7) Leave shall not be granted to an Employee under suspension. ONGC VIDESH CDA-2014 Page 23 (8) 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. 34. NATURE OF PENALTIES: The following penalties may, for good and sufficient reasons and as hereinafter provided, be imposed on an Employee, who is found guilty of misconduct or a

breach of any Rules or orders made by the Company or by any other Authority empowered in that behalf by the Company, namely; Minor penalties: (i) Censure (ii) Forfeiture of Performance Related Pay, partial or full. (iii) Withholding of increments of pay with or without cumulative effect for a specified period. (iv) Withholding of promotion for a specified period. (v) Recovery from pay or such other amount as may be due to him, of the whole or part or any pecuniary loss caused to the Company by his negligence or breach of orders. (vi) Reduction to a lower stage in the time scale of pay for a period not exceeding three years, without cumulative effect and not adversely affecting his terminal benefits. Major penalties: (vii) Save as provided in clause (vi), reduction to a lower stage in the time scale of pay for a specified period, with further directions as to whether or not the Employee will earn increments of pay during the period of such reduction and whether on the expiry of such period, the reduction will or will not have the effect of postponing future increments of his pay. (viii) 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 or service from which he was reduced, with or without further directions regarding conditions of restoration to the grade or post service from which the Employee was reduced and his seniority and pay on such restoration to that grade or post. (ix) Compulsory retirement. (x) 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.. ONGC VIDESH CDA-2014 Page 24 (xi) Dismissal from service which shall ordinarily be a disqualification for future employment under the Govt. or 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 (x) or (xi) shall be imposed. Provided further that in any exceptional case and for special reasons recorded in writing, any other penalty may be imposed. NOTE 1: The following shall not amount to a penalty within the meaning of this Rule namely:- (i) Non-promotion, reversion to previous

service, post or grade and withholding of increments of pay of an Employee for his failure to pass any departmental examination in accordance with the Rules or orders governing the service to which he belongs or post which he holds under the terms of his appointment. (ii) Non-promotion of an Employee after consideration of his case, to a service, grade or post for promotion to which he is eligible. (iii) Reversion to a lower service, grade or post of an Employee officiating in a higher service, grade or post on the ground that he is considered to be unsuitable for such higher service, grade or post on any administrative grounds unconnected with his conduct. (iv) Reversion to his previous service, in the lower grade or post of an Employee appointed on probation to any other service, grade or post, during or at the end of the period of probation in accordance with the terms of his appointment. (v) Repatriation of the services of an Employee, whose services have been borrowed from the Central Government or a State Government or an Authority under the control of the Central Government or a State Government or an Undertaking, at the disposal of the Authority which had lent his services. (vi) Compulsory Retirement of an Employee in accordance with the provisions relating to his superannuation or retirement. (vii) Termination of the services: (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; ONGC VIDESH CDA-2014 Page 25 (b) Of an Employee in accordance with the terms of his appointment; (c) Of an Employee employed under an agreement, in accordance with the terms of such agreement. Note 2: Schedule-III Executive Instructions / Clarifications may be referred while imposing these penalties.

**35. DISCIPLINARY AUTHORITY:** (1) The Disciplinary Authority as specified in Schedule I or any authority higher than it, may impose any of the penalties specified in Rule 34 on any Employee. (2) Without prejudice to the provisions of sub-Rule (1), any of the penalties specified in Rule 34 may be imposed on any Employee by the Appointing Authority or by any other Authority empowered in this behalf by a general or special order of the Company.

Provided that when an Employee is on deputation with the Company, no penalty shall be imposed on him without consultation with the Disciplinary Authority with reference to the post held by him in his parent department. **36.**

**PROCEDURE FOR IMPOSING MAJOR PENALTIES:** (1) An order imposing any



of the major penalties specified in sub-Rule (vii) to (xi) of Rule 34 shall be made after an inquiry, held as far as may be in the manner hereinafter provided or in the manner provided by the Public Servants (Inquiries) Act, 1850(37 of 1850) where such inquiry is held under that Act. (2) Whenever the Disciplinary Authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehavior against an Employee, it may itself inquire into or appoint under this Rule an Authority or Board to inquire into the truth thereof. Provided that where there is a complaint of sexual harassment within the meaning of Rule 4(3), the Complaints Committee established in ONGC Videsh , for inquiring into such complaints, shall examine the complaint and submit its fact finding report to Head of Office, ONGC Videsh who shall deal with the recommendations of Complaint Committee as per the existing guidelines of ONGC Videsh to handle the sexual harassment cases. NOTE: Where the Disciplinary Authority itself holds the inquiry, any reference to the Inquiring Authority in sub-Rule (8), sub-Rules (9) to (15) and sub- ONGC VIDESH CDA-2014 Page 26 Rules (17) to (21) shall be construed as a reference to the Disciplinary Authority. (3) Where it is proposed to hold an inquiry against an Employee under this Rule and Rule 37 the Disciplinary Authority shall draw up or cause to be drawn up: (a) the substance of imputation of misconduct or misbehavior into definite and distinct articles of charges. (b) a statement of the imputation of misconduct or misbehavior in support of each article of charge, which shall contain : - a statement of all relevant facts including any admission or confession made by the Employee; - a list of documents by which, and a list of witnesses together with their respective statements, if any by whom, the articles of charge are proposed to be sustained. (4) The Disciplinary Authority shall deliver or cause to be delivered to the Employee, a copy of the articles of charge, the statement of imputation of misconduct or misbehavior and a list of documents and witnesses by which each article of charge is proposed to be sustained and shall require the Employee to submit, within such time as may be specified, a written statement of his. NOTE: If the Employee concerned demands the inspection of listed documents he may be allowed to inspect the documents to submit a written statement of his defence. (5) (a) On receipt of the written statement of defence, the Disciplinary Authority may

itself inquire into such of the articles of charge as are not admitted or, if it considers it necessary so to do, appoint under sub-Rule (2), an Inquiring Authority for the purpose and where all the articles of charges have been admitted by the Employee in his written statement of defence, the Disciplinary Authority shall record its findings on each article of charge after taking such evidence as it may think fit and shall act in the manner laid down in Rule 37.

(b) If no written statement of defence is submitted by the Employee, the Disciplinary Authority may itself inquire into the articles of charge or may if it considers it necessary so to do, appoint under sub-Rule (2), an Inquiring Authority for the purpose. (c) Where the Disciplinary Authority itself inquires

into any articles of charge or appoints an Inquiring Authority for holding an inquiry into such charge, it may, by order, appoint an Employee or legal practitioner or any other public servant to be known as ONGC VIDESH

CDA-2014 Page 27 the "Presenting Officer" to present on its behalf the case in support of the articles of charge. (6) The Disciplinary Authority shall, where it

is not the Inquiring Authority, forward to the Inquiring Authority;- (a) a copy of the articles of charge and the statement of imputations of misconduct or misbehavior; (b) a copy of the written statement of defence, if any , submitted by the Employee; (c) a copy of the statement of witnesses, if any, referred to in subrule(3); (d) evidence proving the delivery of the documents referred to in sub-rule(3) to the Employee; and (e) a copy of the order appointing the

"Presenting Officer". (7) The charged Employee shall appear in person before the Inquiring Authority on such day and at such time within ten working days from the date of receipt by him of the articles of charge and the statement of the imputation of misconduct or misbehavior, as the Inquiring Authority may, by notice in writing specify in this behalf or within such further time, not

exceeding ten days, as the Inquiring Authority may allow. (8) The charged Employee may take the assistance of any other Employee, other than

Employee who is under suspension or against whom disciplinary proceedings are pending, to present the case on his behalf, but may not engage a Legal Practitioner for the purpose unless the Presenting Officer appointed by the Disciplinary Authority is a legal practitioner, or the Disciplinary Authority having regard to the circumstances of the case so permits. NOTE:-When on behalf of Disciplinary Authority, the case is presented by a Prosecuting officer



of C.B.I. or Legal Adviser or ONGC Videsh 's Law officer (such as Legal Advisor/ Deputy Legal Advisor or Asstt. Legal Advisor etc. as the Disciplinary Authority may for good and sufficient reasons, permit the charged Employee to be assisted by a Law Officer of the Company as referred to herein above or by a legal practitioner. In case a legal practitioner is permitted, it will be at the cost of the charged Employee. Provided further that the Employee who undertakes to render such assistance shall have to obtain approval in writing from his controlling officer for his absence from duty for the purpose of rendering the assistance to such an Employee. The Controlling Officer may not permit the Employee to render assistance in the pending disciplinary proceedings; ONGC VIDESH CDA-2014 Page 28 (i) If the Employee is already conducting/assisting in one or more pending disciplinary proceedings, or (ii) If office work will suffer in the absence of the Employee, or, (iii) He is of the opinion that the Employee has made it an independent field of practice to render such an assistance ,or, (iv) For any other administrative reason to be recorded. (9) If the charged Employee who has not admitted any of the articles of charge in his written statement of defense or has not submitted any written statement of defense appears before the Inquiring Authority, such Authority shall ask him whether he is guilty or has any defense 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 the Employee shall sign such record. (10) The Inquiring Authority shall return a finding of guilty in respect of those articles of charges to which the Employee pleads guilty. (11) The Inquiring Authority shall, if the Employee fails to appear within the specified time or refuses or omits to plead, require the Presenting Officer to produce the evidence by which he proposes to prove the articles of charge, and shall adjourn the case to a later date not exceeding 30 days, after recording an order that the Employee may, for the purpose of preparing his defense : (a) inspect, within 5 days of the order or within such further time not exceeding 5 days as the Inquiring Authority may allow, the documents specified in the list referred to in sub- Rule(3), NOTE: If the Employee applies orally or in writing for the supply of copies of the statement of witnesses mentioned in the list referred to in sub-rule (3) the Inquiring Authority shall furnish him with such copies as early as possible and in any case not later than 3 days before the

commencement of the examination of the witnesses on behalf of the Disciplinary Authority. (b) submit a list of additional documents required for his defense and a list of witnesses to be examined on his behalf. (c) and give a notice within 10 days of the order or within such further time not exceeding 10 days as the Inquiring Authority may allow, for the discovery or production of any documents which are in the possession of the Company but not mentioned in the list referred to in sub-Rule (3). NOTE: The Employee shall indicate the relevance of the documents required by him to be discovered or produced by the Company. ONGC VIDESH CDA-2014 Page 29 (12) The Inquiring Authority shall, on receipt of the notice for the discovery or production of documents or copies thereof, forward the same to the authority in whose custody or possession the documents are kept, with a requisition for the production of the documents by such date as may be specified in such requisition: Provided that the Inquiring Authority may, for the reason to be recorded by it in writing, refuse to requisition such of the documents as are, in its opinion not relevant to the case. (13) On receipt, of the requisition referred to in sub-rule (12), every authority having the custody or possession of the requisitioned documents shall produce the same before the Inquiring Authority; Provided that if the authority having the custody or possession of the requisitioned documents is satisfied for reasons to be recorded by it in writing that the production of all or any of such documents would be against the public interest or security of the State or against the interest of the Company it shall inform the Inquiring Authority accordingly and the Inquiring Authority shall on being so informed communicate the information to the charged Employee and withdraw the requisition made by it for production or discovery of such documents. (14) (a) On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charges are proposed to be proved shall be produced by or on behalf of the Disciplinary authority. (b) 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. (c) The Presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross examined, but not on any new matter, without the leave of the Inquiring Authority. (d) The Inquiring Authority may also put such questions to the witnesses, as it thinks fit. (15) (a) If it appears necessary

before the close of the case on behalf of the Disciplinary Authority, the Inquiring Authority may, in its discretion, allow the Presenting Officer to produce evidence not included in the list given to the charged Employee or may itself call for new evidence or recall and re-examine any witness and in such case the Employee shall be entitled to have if he demands it, a copy of the list of further evidence proposed to be produced and an adjournment of the inquiry for three clear days before the production of such new evidence, exclusive of the day of adjournment and the day to which the inquiry is adjourned. ONGC VIDESH CDA-2014 Page 30 (b) The Inquiring Authority shall give the Employee an opportunity of inspecting such documents before they are taken on the record. (c) The Inquiring Authority may also allow the Employee to produce new evidence if it is of the opinion that the production of such evidence is necessary in the interest of justice. NOTE: New evidence shall not be permitted or called for or any witness shall not be recalled to fill up any gap in the evidence and such evidence may be called for only when there is an inherent lacuna or defect in the evidence which has been produced originally. (16) (a) When the case for the Disciplinary Authority is closed, the Employee shall be required to state his defense, orally or in writing, as he may prefer, if the defense is made orally, it shall be recorded and the Employee shall be required to sign the record. (b) In either case, a copy of the Statement of defense shall be given to the Presenting Officer, if any appointed. (17) (a) The evidence on behalf of the Employee shall then be produced and the Employee may examine himself in his own behalf if he so prefers. (b) The witnesses produced by the Employee shall then be examined and liable to examination, cross-examination, reexamination by the Inquiring Authority according to the provisions applicable to the witnesses for the Disciplinary Authority. (18) 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. (19) The Inquiring Authority may, after the completion of the production of the evidence, hear the Presenting Officer, if any, appointed and the Employee or permit them to file written briefs of the irrespective cases if they so desire within such reasonable period as may be

fixed by the Inquiring Authority. (20) If the Employee to whom a copy of the articles of charge has been delivered does not submit the written statement of defense on or before the date specified for the purpose or does not appear in person before the Inquiring Authority or otherwise fails or refuses to comply with the provisions of this Rule, the Inquiring Authority may hold the inquiry exparte. (21) Whenever any Inquiring Authority, after having heard and recorded the whole or any part of the evidence in an inquiry, ceases to exercise jurisdiction therein and is succeeded by another Inquiring Authority ONGC VIDESH CDA-2014 Page 31 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 reexamine any such witnesses as herein before provided. (22) (a) The evidence of persons deposing at the inquiry shall be got signed by the persons deposing and the Employee against whom the inquiry proceedings are being taken. (b) If any one of them refuses to sign the deposition, the fact shall be recorded by the Authority recording the evidence. (23) (a) After the conclusion of the inquiry, a report shall be prepared which shall contain:- (i) the articles of charge and the statement of imputations of misconduct or misbehavior; (ii) the defense submitted by the Employee in respect of each article of charge; (iii) an assessment of the evidence in respect of each article of charge; (iv) the findings on each article of charge and the reasons therefor. NOTE: If in the opinion of the Inquiring Authority the proceedings of the inquiry establish any articles of charge different from the original articles of charge, it may record its findings on such articles 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 articles of charge are based or has had a reasonable opportunity of defending himself against such articles of charge. (b) The Inquiring Authority, where it is not itself the Disciplinary Authority, shall forward to the Disciplinary Authority, the records of inquiry which shall include, (i) the report prepared by it under clause (a). (ii) the written statement of defense, if any, submitted by the

Employee, ONGC VIDESH CDA-2014 Page 32 (iii) the oral and documentary evidence produced in the course of the inquiry, (iv) written briefs, if any, filed by the Presenting Officer or the Employee or both during the course of the inquiry, and (v) the orders if any, made by the Disciplinary Authority and the Inquiring Authority in regard to the inquiry. 37. ACTION ON 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 further inquiry and report and the Inquiring Authority shall thereupon proceed to hold the further inquiry according to the provisions of Rule 36, as far as, may be. (2) On receipt of the report of the Inquiring Authority, a copy thereof shall be made available to the charged employee requiring him to submit his representation if any within a specified period as may be decided by the Disciplinary Authority. (3) On receipt of the representation of the charged Employee or otherwise in the event the charged Employee has not responded the disciplinary authority shall if it disagrees with 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 the purpose. Provided, where the findings of the Inquiry Officer are that the charges are not established and the Disciplinary Authority disagreeing with the findings of the Inquiry Officer records its reasons for such disagreement which results into establishing the charges, such reasons shall be communicated to the charged Employee, whose representation thereon shall be called. (4) On receipt of the representation referred to in sub-rule (2) & (3) above, 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 34 should be imposed on the Employee, it shall make an order imposing such penalty notwithstanding anything contained in Rule 38 and it shall not be necessary to give the Employee any further opportunity of making representation on the penalty proposed to be imposed. ONGC VIDESH CDA-2014 Page 33 38. PROCEDURE FOR IMPOSING MINOR PENALTIES: (1) Subject to the provisions of sub-Rule (3) of Rule 37, no order imposing on an Employee any of the penalties specified in (i) to (vi) of Rule 34 shall be made except after: (a) informing the Employee in writing of the proposal to take action against him

and of the imputations of misconduct or misbehavior on which it is proposed to be taken, and giving him a reasonable opportunity of making such representation as he may wish to make against the proposal; (b) holding an inquiry in the manner laid down in sub-Rule (3) to (21) of Rule 36, in every case in which the Disciplinary Authority is of the opinion that such inquiry is necessary; (c) taking the representation, if any, submitted by the Employee under clause (a) and the record of inquiry, if any, held under clause (b), into consideration, and (d) recording a finding on each imputation of misconduct or misbehavior. (2) Notwithstanding anything contained in clause (b) of sub-Rule (1), if in a case it is proposed, after considering the representation, if any, made by the Employee under clause (a) of that sub-rule, to withhold promotions/ increments of pay and such withholding of promotions/ increments is likely to effect adversely the amount of pension / benefits calculated and payable under Self- contributory Post-Retirement Benefit Scheme (PRBS) to the Employee or to withhold promotion/ increment of pay for a period exceeding three years or to withhold increments of pay with cumulative effect for any period, an inquiry shall be held in the manner laid down in sub-Rule (3) to (21) of Rule 36 before making any order imposing on the Employee any such penalty. (3) The record of the proceedings in such cases shall include: (a) a copy of the intimation to the Employee of the proposal to take action against him, (b) a copy of the statement of imputation of misconduct or misbehavior delivered to him, (c) his representation, if any, (d) the evidence produced during the inquiry; (e) the findings on each imputation of misconduct or misbehavior, and (f) the orders on the case together with the reasons therefor. ONGC VIDESH CDA-2014 Page 34 39.

**COMMUNICATION OF ORDERS:** Orders made by the Disciplinary Authority, Appellate Authority, Reviewing Authority or the Board, as the case may be, containing its findings shall be communicated to the Employee concerned in writing by In-Charge HR/ER, ONGC Videsh. 40. **COMMON PROCEEDINGS:** (1) Where two or more Employees are concerned in any case, the Company or any other authority competent to impose penalty of dismissal from service on all such Employees may make an order directing that disciplinary action against all of them may be taken in common proceedings. **NOTE:** If the authorities competent to impose the penalty of dismissal on such Employees



are different, an order for taking disciplinary action in common proceedings may be made by the highest of such authorities with the consent of the others. (2) Any such order shall specify: (a) the authority which may function as the Disciplinary Authority for propose of such common proceedings, (b) the penalties specified in Rule 34 which such Disciplinary Authority shall be competent to impose, and (c) whether the procedure prescribed in Rule 36 and Rule 37 or Rule 38 shall be followed in the proceedings 41. **SPECIAL PROCEDURE IN CERTAIN CASES:** (a) Notwithstanding anything contained in Rule 36 to 40, (i) Where the Employee has been convicted on a criminal charge, the Disciplinary Authority may on the basis of the said conviction or on the strength of facts or conclusions arrived at by a judicial trial, pass such orders thereon as it deems fit, or (ii) Where the Disciplinary Authority is satisfied for reasons to be recorded in writing that it is not reasonably practicable to hold an inquiry in the manner provided in these Rules, the Disciplinary Authority may consider the circumstances of the case and pass such order as it deems fit, or (iii) Where the Board is satisfied for reasons to be recorded in writing that in the interest of the security of Company, it is not expedient to hold an inquiry in the manner provided in these Rules it may pass such order as it may deem fit. **ONGC VIDESH CDA-2014 Page 35** (b) (i) 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. (ii) During the pendency of the disciplinary proceedings under the rule 36, the Disciplinary Authority may withhold payment of gratuity, for enabling the competent authority to order 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 of offences/misconduct as mentioned in sub-section(6) of Section 4 of the Payment of Gratuity Act,1972,or to have caused pecuniary loss to the Company by misconduct or negligence during his service including service rendered on deputation or on re-employment after retirement. However, the provision 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. (iii) During the pendency of the disciplinary proceedings under (i) above, no terminal dues may be released except the CPF. If on conclusion of the disciplinary proceedings under (i) above, a penalty is imposed it will have the same effect as if the retired employee is in service. (c) Premature Retirement: (1) Without prejudice to, and independent of the rights of the Corporation to dispense with the services of an employee, either under the contract of employment or under these rules or on grounds of medical unfitness, an employee who has attained the age of 50 years and is considered to be inefficient or of doubtful integrity or medically unfit may be prematurely retired by the appointing authority by giving him notice of not less than 3 months in writing or three months salary in lieu of notice. The criteria for judging inefficiency, doubtful integrity or medical unfitness shall be as follows: - (a) Inefficiency: Inefficiency will be evaluated on the basis of the Performance Appraisal Report (PAR) of the employees. An employee may be considered for pre-mature retirement where in the summary appraisal of his PAR in the preceding three or more consecutive years, he has been rated "Poor/Unsatisfactory/Inadequate/Fair (for unionised category/E-0/E-1 to E-6/E-7 & above respectively)", provided that during this period, his reports have been written by at least two different superiors. If not, an opportunity will be afforded to the individual employee to be assessed by another superior for a least one year. The basic consideration in identifying such an employee is the fitness/competence of the employee to continue in his present post which he is holding. If he is not fit to continue in his present post, his fitness/competence to continue in the lower post, from where he had been previously promoted may be considered. ONGC VIDESH CDA-2014 Page 36 (b) Doubtful Integrity: An employee may be considered for premature retirement when he gets an adverse comment on his integrity in his PAR in the preceding three or more consecutive years and there is a proven instance of misconduct relating to his integrity in the said period, provided that during period, his reports have been written by at least two different superiors. If not, an opportunity will be afforded to the individual employee to be assessed another superior for at least one year. (c) Medical Unfitness: Head of a Unit may, on medical grounds, refer an employee to a Medical Board (comprising



not less than two Medical Officers of the Corporation, apart from a specialist and a Government Medical Advisor of a status not less than that of a Civil Surgeon) in any of the following circumstances for a medical check-up and report on the nature and prognosis of disease, if any, that he is suffering from:

- Note: The term "Medical Officer" of the Corporation would include a Medical Practitioner as may have been retained by the Corporation. (i) when an employee owing to apparent physical or mental infirmity or deterioration in general health, is unable to discharge his duties; (ii) when an employee is reported to be suffering from incurable and infectious/contagious disease; (iii) when an employee is suffering from a curable disease but is not likely to be fit to resume his normal duties within a period of 12 months; (iv) when an employee, though attending duties, is found to be mentally deranged, or suffering from lunacy or mental infirmity; (v) when an employee has been on leave for reasons of sickness for total period of 120 days including Sundays, holidays and other closed days or more, during a continuous period of 6 months; or (vi) when an employee not on maternity leave has been continuously on leave on medical grounds for 12 weeks including Sundays, holidays and other closed days. Based upon the report of the Medical Board, the Appointing Authority may consider premature retirement of an employee on medical grounds provided: (i) the employee is not fit to resume his duties within a period of 12 months, or (ii) the employee is suffering from lunacy or mental derangement and his services cannot be effectively utilised by the Corporation, or (iii) the employee is suffering from incurable and infectious/contagious disease and his attendance is likely to pose health hazards to others. (2) Before any action is taken against an employee under this rule, the employee concerned will be asked through a notice in writing to show cause as to why the contemplated action under the sub-clauses should not be taken against him, and his explanation, if any, taken into account. (3) The following benefits will be admissible to those retiring prematurely under this Rule: ONGC VIDESH CDA-2014 Page 37 (a) On grounds of medical unfitness. In accordance with the Corporation's Premature Retirement Scheme. (b) On grounds of inefficiency or of doubtful integrity. The admissibility of various benefits will be governed as under :- (i) Provident Fund, Gratuity, Encashment of Earned Leave/Good Health Reward Scheme,

Self Contributory Post Retirement & Death in Service Benefit Scheme (PRBS), Composite Social Security Scheme (CSSS), Post Retirement Medical Benefit in accordance with the rules governing each of these benefits. (ii) Notice pay: - 3 months" salary, where notice in writing is not given. (iii) TTA for self and family to settle at place of choice in accordance with Travelling Allowance Regulations. (4) Provision for review: An employee may request for review within 30 days of the receipt of the order of premature retirement. The request shall be submitted to the authority next higher to the authority which issued the order. The request shall contain all material statements and arguments on which the appellant relies and shall not contain any disrespectful or improper language and shall be complete in itself.

**42. EMPLOYEES FROM CENTRAL GOVERNMENT, STATE GOVERNMENT OR OTHER ORGANISATIONS ON DEPUTATION TO ONGC VIDESH :** (1) Where the services of an Employee are borrowed from the Central Govt. or State Government or other organizations including ONGC (hereinafter in this Rule referred to as the "Lending Authority"), the Borrowing Authority shall have the power of the Appointing Authority for the purpose of placing such Employee under suspension and of the Disciplinary Authority for the purpose of conducting a disciplinary proceeding against him: Where an order of suspension is made or disciplinary proceeding is taken against an Employee on deputation with the Company, the authority lending his services 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. (2) In the light of the findings in the disciplinary proceeding taken against such Employee: (a) If the Disciplinary Authority is of the opinion that any of the penalties specified in clauses (i) to (vi) of Rule 34 should be imposed on him, it may, subject to the provisions of sub-rule (3) of Rule 37 or of Rule 38, and after consultation with the Lending Authority, pass such orders, as it deems fit : Provided that in the event of difference of opinion between the Borrowing Authority and the Lending Authority, the services of ONGC VIDESH CDA-2014 Page 38 such Employee shall be placed at the disposal of the Lending Authority; (b) If the Disciplinary Authority is of the opinion that any of the penalties specified in clauses (vii) to (xi) of Rule 34 should be imposed on him, it shall place his services at the disposal of the Lending Authority and transmit to it the

proceedings of the inquiry for such action as it deems necessary, (c) If the Employee submits an appeal against an order imposing a minor penalty on him under clause (a), it shall be disposed of after consultation with the Lending Authority, provided that if there is a difference of opinion between the Appellate Authority and the Lending Authority the services of the Employee shall be placed at the disposal of the Lending Authority, and the proceedings of the case shall be transmitted to that authority for such action as it deems necessary. 43. PROVISION REGARDING OFFICERS LENT TO CENTRAL

**GOVERNMENT, STATE GOVERNMENT OR OTHER ORGANISATIONS: (1)**

Where the services of an Employee are lent to the Central Govt. or State Government or other organization (hereinafter in this Rule referred to as the "Borrowing Authority"), the Borrowing Authority shall have the power of the Appointing Authority for the purpose of placing such Employee under suspension and of the Disciplinary Authority for the purpose of conducting a disciplinary proceeding against him: Provided that the Borrowing Authority shall forth-with inform the Company (hereinafter in this Rule referred to as the "Lending Authority") of the circumstances leading to the order of suspension of such Employee or the commencement of the disciplinary proceedings, as the case may be. (2) In the light of the findings in the disciplinary proceedings conducted against the Employee: - (a) If the Borrowing Authority is of the opinion that any of the penalties specified in clauses (i) to (vi) of Rule 34 should be imposed on the Employee, it may, after consultation with the Lending Authority, make such order on the case, as it deems necessary. Provided that in the event of a difference of opinion between the Borrowing Authority and the Lending Authority the services of the Employee shall be placed at the disposal of the Lending Authority; (b) If the Borrowing Authority is of the opinion that any of the penalties specified in clause (vii) to (xi) of Rule 34 should be imposed on the Employee, it shall place his services at the disposal of the Lending Authority and transmit to it the proceedings of the inquiry and thereupon the Lending Authority may if it is the Disciplinary Authority, pass such orders thereon as it may deem necessary, or, if it is not the Disciplinary Authority, ONGC VIDESH CDA-2014 Page 39 submit the case to the Disciplinary Authority, which shall pass such orders on the case as it may deem necessary : Provided that before passing any such order a

disciplinary Authority shall comply with the provisions of sub-rule (3) and (4) of Rule 37. **NOTE:** The Disciplinary Authority may make an order under this clause on the record of the inquiry transmitted to it by the Borrowing Authority, or after holding such further inquiry as it may deem necessary, as far as may be, in accordance with Rule 36. **44. ORDERS AGAINST WHICH NO APPEAL LIES:** Notwithstanding anything contained in Rule 45, no appeal shall lie against any order of interlocutory nature passed by an Inquiring Authority, Inquiring Board in the course of an inquiry under these Rules. **45. ORDERS AGAINST WHICH APPEAL LIES:** Subject to the provisions of Rule 44, an Employee (including one who has ceased to be such) may prefer an appeal against all or any of the following orders, namely; (a) an order of suspension made or deemed to have been made under Rule 33; (b) an order imposing any of the penalties specified in Rule 34, whether made by the Disciplinary Authority; (c) an order enhancing or reducing any penalty, imposed under Rule 34; (d) an order : (i) determining the subsistence and other allowances to be paid to him for the period of suspension or for the period during which he is deemed to be under suspension or for any portion thereof, (ii) determining his pay and allowances : (A) for the period of suspension, or (B) for the period from the date of the dismissal, removal or compulsory retirement from service or from the date of his reduction to a lower service, grade or post, time scale of pay or stage in a time scale of pay, to the date of his reinstatement or restoration to his service, grade or post, or (iii) determining whether or not the period from the date of his suspension or from the date of his dismissal, removal, compulsory retirement or reduction to a lower service, grade, post, time scale of pay or stage in a time scale of pay to the date **ONGC VIDESH CDA-2014 Page 40** of his reinstatement or restoration to his service, grade or post shall be treated as a period spent on duty for any purpose. **46.**

**APPELLATE AUTHORITIES:** An Employee including a person who has ceased to be in the service of the Company, may prefer an appeal against all or any of the orders specified in Rule 45 to the Appellate Authority (as specified in the Schedule I of these Rules). Provided that where an order was made in a common proceeding under Rule 40, appeal against such order shall lie to the authority to which the authority functioning as Disciplinary Authority for the purpose of that proceeding is immediately subordinate and where the person

who made the order appealed against becomes by virtue of his subsequent appointment or otherwise, the Appellate Authority in respect of such orders, an appeal against such order shall lie to the authority to which such person is immediately subordinate.

**47. PERIOD OF LIMITATION FOR APPEALS:** No appeal under these Rules shall be entertained unless it is submitted within a period of 45 days from the date on which the appellant received a copy of the order appealed against : Provided that the Appellate Authority may entertain the appeal after the expiry of the said period if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time.

**48. FORM AND CONTENT OF APPEALS:** (1) Every person submitting an appeal shall do so separately and in his own name. (2) (a) The appeal shall be addressed to the authority to which the appeal lies, a copy being forwarded by the appellant to the authority which made the order appealed against. (b) The appeal shall contain all material statements and arguments on which the appellant relies, shall not contain any disrespectful or improper language and shall be complete in itself. (3) The authority which made the order appealed against shall, on receipt of a copy of the appeal, forward the same with its comments, if any, thereon together with the relevant records to the Appellate Authority without any avoidable delay, and without waiting for any direction from the Appellate Authority.

**49. WITHHOLDING OF APPEALS:** (1) The authority which made the order appealed against may withhold the appeal if: (a) it is an appeal against an order for which no appeal lies or; (b) it does not comply with any of the provisions of Rule 48 : (c) it is not submitted within the period specified in Rule 47 and no cause is shown for the delay : or ONGC VIDESH CDA-2014 Page 41 (d) it is a repetition of the contentions already considered for decision and no new facts or circumstances are adduced : Provided that an appeal withheld on the ground only that it does not comply with the provisions of Rule 48 shall be returned to the appellant, and if resubmitted within one month thereof after compliance with the said provisions, shall not be withheld. (2) Where an appeal is withheld, the appellant shall be informed of the facts and reasons therefor. (3) At the commencement of each quarter, a list of the appeals withheld by any authority during the previous quarter, together with the reasons, for withholding them, shall be furnished by that authority to the Appellate Authority.

**50. TRANSMISSION OF APPEALS:** (1) The

Authority which made the order appealed against shall, without any avoidable delay transmit to the Appellate Authority every appeal, which is not withheld under Rule 49, together with its comments, if any, thereon and the relevant records. (2) The authority to which the appeal lies may direct transmission to it of any appeal withheld under Rule 49 and thereupon such appeal shall be transmitted to that authority together with the comments of the authority withholding the appeal and the relevant records. NOTE: Executive instructions may also be referred to vide Schedule III. 51. CONSIDERATION OF APPEALS: (1) In the case of an appeal against an order of suspension, the Appellate Authority shall consider whether in the light of the provisions of Rule 33 and having regard to the circumstances of the case, the order of suspension is justified or not and confirm or revoke the order accordingly. (2) In the case of an appeal against an order imposing any of the penalties specified in Rule 34 or enhancing or reducing a penalty imposed under the said Rule, the Appellate Authority shall consider : (a) whether the procedure herein prescribed in these Rules had been complied with and the principles of natural justice observed. (b) whether the findings of Disciplinary Authority are warranted by the evidence on the record; and (c) Whether the penalty or the enhanced or reduced penalty imposed is adequate, inadequate or severe; and pass orders : (i) setting aside, reducing confirming or enhancing the penalty; or (ii) remitting the case to the authority which imposed or enhanced or reduced the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case. Provided that : ONGC VIDESH CDA-2014 Page 42 (a) the Appellate Authority shall not impose any enhanced penalty which neither such authority nor the authority which made the order appealed against is competent in the case to impose : (b) no order imposing an enhanced penalty shall be passed unless the appellant is given a reasonable opportunity of making any representation which he may wish to make against such enhanced penalty; and (c) if the enhanced penalty which the Appellate Authority proposes to impose is one of the penalties specified in clause (vii) to (xi) of Rule 34 and inquiry under Rule 36 has not already been held in the case, the Appellate Authority shall, subject to the provisions of Rule 41, itself hold such inquiry or direct that such inquiry be held and thereafter on consideration of the proceeding of such inquiry and after giving



the appellant a reasonable opportunity of making any representation which he may wish to make against such penalty, pass such orders as it may deem fit.

(3) In the case of an appeal against any order specified in Rule 45, the Appellate Authority shall consider all the circumstances of the case and pass such orders as it may deem just and equitable. 52. IMPLEMENTATION OF

ORDERS IN APPEAL: The Authority which made the order appealed against shall give effect to the orders passed by the Appellate Authority. 53. SAVING OF RIGHTS UNDER LAW: Notwithstanding anything contained in these Rules, where the person who made the order appealed against becomes, by virtue of his subsequent appointment or otherwise the Appellate Authority under Rule 46 in respect of the appeal against such orders, such person shall forward the appeal to the authority to which he is immediately subordinate and such authority shall, in relation to that appeal be deemed to be the Appellate Authority for the purpose of Rules 51 and 52. NOTE: Executive instructions with specific reference to Rules 44 to 53 may please be referred to vide Schedule III. 54. REVIEW BY REVIEWING AUTHORITY (1) The Authority to which an appeal against an order imposing any of the penalties specified in Rule 34 lies may, of its own motion or otherwise call for the records of the case in the disciplinary proceedings, review any order passed in such a case and pass such orders as it may deem fit, as if the Employee had preferred an appeal against such order: Provided that no action under this Rule shall be initiated more than six months after the date of the order. (2) No proceeding for revision shall be commenced until after the expiry of the period of limitation for an appeal. ONGC VIDESH CDA-2014 Page 43 EXPLANATORY

NOTE: No order imposing or enhancing any penalty shall be made by the Reviewing Authority unless the Employee concerned has been given a reasonable opportunity of making a representation against the penalty proposed and where it is proposed to impose any of the penalties specified in clauses (vii) to (xi) of Rule 34 or to enhance the penalty imposed by the order sought to be revised to any of the penalties specified in those clauses and if any inquiry under Rule 36 has not already been held in the case, no such penalty shall be imposed except after an inquiry in the manner laid down in Rule 36 subject to provisions of Rule 41. The aforesaid power of review is in the nature of revisionary power and not in the nature of reviewing one's own

order. Therefore, notwithstanding anything contained in Rule 54, the Appellate Authority, in his capacity as Reviewing Authority, shall not initiate any review proceedings if the appeal is preferred. Power to review shall be exercised by him only in cases where no appeal is preferred. If the appellate authority has decided the appeal he shall not review any orders made /passed in the appeal.

**55. REVIEW BY THE BOARD:** (1) Notwithstanding anything contained in these Rules the Board may at any time, of its own motion or otherwise, call for the records of a case and review any order made under these Rules when any new material or evidence which could not be produced or was not available at the time of passing orders or revision by the Appellate Authority, which had effect of changing the nature of the case has come or has been brought to its notice; the Board may pass such orders as it may deem fit having regard to the facts and circumstances of the case. Provided that: (a) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given a reasonable opportunity of making any representation which he may wish to make against such order; (b) If the Company proposes to impose any of the penalties specified in clauses (vii) to (xi) of Rule 34, in a case where an inquiry under Rule 36, has not been held, the Board shall, subject to the provisions of Rule 41, direct that such inquiry shall be held, and thereafter on consideration of the proceedings of such inquiry and after giving the person concerned a reasonable opportunity of making any representation, which he may wish to make against such penalty, pass such orders as it may deem fit. (2) No proceeding for revision shall be commenced until after; (a) the expiry of the period of limitation for an appeal; or (b) the disposal of the appeal, where any such appeal has been preferred. ONGC VIDESH CDA-2014 Page 44 56.

**SERVICE OF NOTICES, ORDERS ETC.** (1) Any order, notice, communication, letter or other document or process made or issued under these Rules to be served on an Employee shall be served on such Employee: (a) by delivering it to that Employee; or (b) if it cannot be so delivered or tendered, by affixing a copy on the outer door or some other conspicuous part of the house in which that Employee ordinarily resides and the serving officer shall then return the original to the authority from which it was issued with a report endorsed thereon or annexed thereto stating the he has affixed the copy and name and address of the person (if any) in whose presence the copy was so affixed; or



(c) by forwarding it by registered post addressed to the Employee at the place where he ordinarily resides and also at his last known address. (2) An endorsement by the serving officer that the Employee refused to accept service or an endorsement by a postal employee that the Employee refused to take delivery or that he could not be found or that he was absent shall be deemed to be prima facie proof of such service. 57. INDUSTRIAL WORKERS: Nothing contained in these Rules shall operate to take away any right or privilege to which an Employee is entitled in accordance with the provisions of the Industrial Disputes Act, 1947 (14 of 1947) or the Trade Unions Act, 1926 (16 of 1926) 58. POWER TO EXTEND TIME LIMIT OR 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. 59. INTERPRETATION In case of any doubt regarding any of the provisions of these Rules, the matter shall be referred to the Managing Director through the Corporate Personnel Department for decision. 60. POWER TO RELAX Power to relax any of the provisions under these Rules shall vest in the Board of Directors of the Company. ONGC VIDESH CDA-2014 Page 45 61. POWER TO AMEND The Company 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. 62. REPEAL AND SAVING 62.1 The existing ONGC Videsh Conduct, Discipline and Appeal Rules, 2008 are hereby repealed. 62.2 Nothing in these Rules or any repeal affected thereby shall affect or be deemed to affect anything done or action taken under the said Rules, before commencement of these Rules. ONGC VIDESH CDA-2014 Page 46 ANNEXURE-A SCHEDULE-I SCHEDULE OF DELEGATION OF POWERS IN RESPECT OF DISCIPLINARY MATTERS UNDER ONGC VIDESH CONDUCT, DISCIPLINE & APPEAL RULES FOR EMPLOYEES

Sl. No	Minor Penalty	Major Penalty	Level of Employees	Disciplinary Authority	Appellate Authority	Level of Employees
01	Non executives including 'S' Levels & E0.	An authority two level higher but not below E-4.	Authority next higher to the one which imposed the penalty	Non executives including 'S' Levels & E0.	An authority not below E-5	Next higher authority

02

E-1 to E-3 An authority not below E-5. Authority next higher to the one which imposed the penalty E-0 An authority not below E-7. Director Concerned 03  
E-4 to E-5 An authority not below E-7 Authority next higher to the one which imposed the penalty E-1 to E-4 Director- I/C-HR Managing Director 04 E-6 to E-8 Director concerned Managing Director E5 & above Managing Director Board of Directors 05 E-9 Managing Director Board of Directors Note:  
Exercise of powers of Disciplinary Authority: (a) Notwithstanding the levels specified herein, the Major Penalties of Compulsory Retirement, Removal from Service, Dismissal from Service as laid down under Rule 34 of ONGC Videsh CDA Rules, 2008 (Amended 2014), cannot be imposed by any authority lower than Appointing Authority. ONGC VIDESH CDA-2014 Page 47

**SCHEDULE II ACTS AND OMISSIONS CONSTITUTING MISCONDUCT (See Rule 3(j))**

1. Insubordination or disobedience, either alone or in combination with others of any lawful order of a superior.
2. Use of insolent or impertinent or unparliamentary language in any official correspondence or in any representation including appeal.
3. Bribery, illegal gratification, sabotage, damage, theft, fraud or dishonesty in connection with the business or property of the Company.
4. Furnishing false information regarding name, age, fathers name, qualification, ability or previous service or any other matter germane to the employment, at the time of employment or during the course of employment.
5. Habitual late attendance or irregular attendance, neglect of duty, sleeping while on duty under any pretext whatsoever, malingering, willful or habitual absence from duty, absence without leave, overstaying the sanctioned leave without sufficient cause, or absence from the appointed place of work without permission or sufficient cause.
6. Approaching higher authorities for promotion or any other personal favor or gain through other people.
7. Spreading false rumors or giving false information which tends to bring into disrepute the Company or its employees or spreading panic among them.
8. Gambling within the premises of the establishment.
9. (i) Sexual harassment of woman at workplace. (ii) Commission of any act subversive of discipline or of good behavior.
10. Disclosing to any unauthorized person or persons any information in regard to the working or process of the Company which comes into the possession of the employee during the course of his work. ONGC VIDESH CDA-2014 Page 48
11. Carrying on money lending,

canvassing in support of the business or insurance agency, commission agency etc. owned or managed by his spouse or any other member of his family or engaging in any trade or business without taking permission of the Competent Authority. 12. Habitual indebtedness or insolvency. 13. Writing of anonymous or pseudonymous letters or associating oneself in writing such letters. 14. Striking work alone or in combination with other employees, or inciting them to strike work in contravention of the provisions of any law or rules having the force of law. 15. Shouting of defamatory or disrespectful slogans or issuing or distributing pamphlets and hand bills or leveling malicious or false allegations. 16. Threatening, intimidating, abusing, or assaulting any employee of the Company. 17. Drunkenness, riotous or disorderly or indecent behavior in the premises of the Company or outside such premises, where such behavior is related to or connected with the employment. 18. Commission of any act which amounts to criminal offense involving moral turpitude. 19. Causing willful damage to the work in progress/process or any property or asset of the Company or of property of another person within the premises of the Company either willfully or through negligence. 20. Refusal to accept, warning/notice/chargesheet/memo or any other communication issued by the Management. 21. Breach or violation of any Terms and Conditions relating to occupation of residential accommodation provided by the Company or taking possession/refusal to vacate any of its premises owned/hired when required by the Company to do so. 22. (i) Interference or tampering with any safety device installed in the premises (ii) Any deliberate violation/bypassing of laid down safety practices/equipment. 23. Smoking within the premises of the establishment, or using naked lights, where it is prohibited. 24. 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 can not satisfactorily account for. ONGC VIDESH CDA-2014 Page 49 25. Misuse of any advance or non compliance with the provisions or the rules for grant of any advance. 26. 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. 27. Publication of any article, journal, paper or book on any subject prejudicial to

the Company or connected with any work of the Company without the prior permission of the competent authority. 28. Possession of any lethal weapon in the Company premises or within its precincts without the prior permission of the competent authority. 29. Conviction in any court of law for any criminal offense. 30. Acting in a manner prejudicial to the interest of the Company. 31. Any act or omission punishable under the Law. 32. Breach of any Rules applicable to the Company. 33. Abetment of or attempt at abetment of any act which amounts to misconduct. 34. Any violation of the code of internal procedures and Conduct for prevention of insider trading in dealing with the securities of ONGC/ONGC Videsh by the designated employees. 35. Misconduct committed by an employee in the previous or earlier employment if such misconduct was of such nature as has a rational nexus with his present employment and renders him unfit and unsuitable for continuance in service. 36. Using official E-Mail, Internet or other Electronic Equipment or facilities provided by the Company including OR.NET/ONGCVIDESH.IN etc. in violation of the "Netiquette" guidelines of the Company. 37. Desertion from duty against the Service Rules, unauthorized absence from duty in any manner or not performing duties. ONGC VIDESH CDA-2014 Page 50 38. Any violation of the code of internal procedures of insider trading provisions and SEBI (Prohibition of Insider Trading) Regulations, 1992 by any designated employee. Note 1: The above are only illustrative and not exhaustive acts/omissions. Note 2: Executive instructions vide Schedule III may also be referred to. ONGC VIDESH CDA-2014 Page 51 SCHEDULE III EXECUTIVE INSTRUCTIONS/CLARIFICATIONS 1. In a case where an Employee is criminally assaulted by another Employee during office hours within the office premises, the Management has an obligation to file F.I.R. naming the eye witnesses to the incident, if any. It is enjoined upon all concerned that in such cases First information Report be lodged with the Police by the Management, without any delay. Simultaneously, departmental action, as deemed fit be taken.(Reference Schedule II) 2. The property returns in respect of officers upto E-6 level, shall be retained in the ONGC Videsh Establishments under I/C HR-ERs after proper scrutiny/ acceptance by the competent authority. The returns in respect of officers at the level of E-7 and above, shall continue to be dealt within the Corporate Establishment at the Headquarters. (Reference Rule

22) 3. Rule 50 of ONGC Videsh (CDA) Rule, 2008 lays down the procedure for transmission of appeals. It is mandatory on the part of the competent Disciplinary Authority which made/passed the orders appealed against to transmit to the Appellate Authority every appeal, which is not withheld under Rule 49, together with comments thereon if any, and the relevant records, without any avoidable delay. Such a duty is vested in a Disciplinary Authority without his waiting for any direction from the Appellate Authority. Such competent Disciplinary Authority has the discretion to withhold the appeal under Rule 49 *ibid* if: - (a) It is against a non-appealable order; (b) Its forms and contents are not in accordance with Rule 48 *ibid*.; (c) It is time barred and no cause is shown for the delay; (d) It is a repetition of the contention already considered for decision and no new facts or circumstances are adduced. Withholding of any appeal is required to be intimated by the Disciplinary Authority to the Appellate Authority. The appeal is required to be returned if its form and contents are ONGC VIDESH CDA-2014 Page 52 not as per Rule 48 *ibid*. If a returned appeal is resubmitted within one month, the same cannot be withheld. The Appellate Authority has the discretion to direct transmission to it of any appeal withheld under Rule 49 *ibid*. and upon issue of any such direction, such appeal has to be transmitted to the Appellate Authority together with the comments of the authority withholding the appeal and the relevant records. It is impressed upon all Disciplinary Authorities to transmit without any avoidable delay all appeals not withheld, together with its comments thereon if any, to the Appellate Authority. Similarly, the Disciplinary Authority is required to comply with the orders of the Appellate Authority regarding appeals withheld by it. This duty is enjoined upon the Disciplinary Authority alone and cannot be delegated. It is desired that instructions given in the preceding paragraphs should be complied with both in letter and spirit by all the Disciplinary Authorities for expeditious disposal of appeals. 4. Attention is invited to Rule 44 to Rule 53 of ONGC Videsh (CDA) Rules 2008 (Amended" 2014) regarding orders against which no appeal lies; orders against which appeal lies; appellate authorities; period of limitation for appeals; form and contents of appeals; withholding of appeals; transmission of appeals; consideration of appeals; implementation of orders in appeals; and saving of rights under law. The procedure prescribed regarding dealing

with appeals in these Rules is to be invariably followed. Following instructions are to be strictly observed to avoid delay in disposal of appeals. i. All appeals filed under these Rules shall be entertained if made within a period of 45 days from the date on which appellant received a copy of the order appealed against. ii. The appeals are to be made to the prescribed Appellate Authority with a copy to the authority passing the order appealed against. iii. The appeal shall contain all material statements and arguments on which the appellant relies but shall not be in disrespectful language and shall be complete in itself. iv. The authority which made the order appealed against shall forward the same with its comments thereon, if any, with the relevant records to the Appellate Authority promptly and without waiting for any directions from the Appellate Authority. ONGC VIDESH CDA-2014 Page 53 v. An order against which no appeal lies or it does not comply with the provisions of Rules, if not submitted within the prescribed period and no cause is shown for delay, or is a repetition of appeal already decided can be withheld. vi. An appeal withheld on the ground that form and contents thereof are not in accordance with Rule 48 shall be forwarded/returned to the appellant and if it is re-submitted within one month after compliance shall not be withheld. vii. An appellant is to be informed of the facts and reasons for withholding the appeal, if the same is withheld. viii. At the commencement of each quarter a list of Appeals withheld by any authority during the previous quarter along with reasons thereof is to be furnished to the competent Appellate Authority. ix. The authority which made the order appealed against shall promptly transmit to the Appellate Authority every appeal other than the withheld together with its comments thereon and the relevant records. These comments are to be given by the authority which made the order appealed against and this function cannot be delegated. x. An Appellate Authority may direct an authority appealed against, to furnish comments on the appeal along with the relevant records. xi. Amongst others, the Appellate Authority while considering the appeal is required to see whether the procedure prescribed in the Rules has been complied with and whether non-compliance has resulted in failure of justice, whether the findings of the Disciplinary Authority are warranted by evidence on record and whether the penalty or the enhanced penalty imposed is adequate or inadequate and pass orders setting aside,



reducing, confirming or enhancing the penalty or remitting the case to the authority which imposed or enhanced the penalty or to any other authority with such directions, as it may deem fit. xii. The authority which made the order appealed against is required to give effect to the orders passed by the Appellate Authority. 5. Payment of incentive to the employees who are facing charges under ONGC Videsh CDA rules and/or under suspension/terminated/dismissed from the services of ONGC Videsh shall be regulated as under:- (a) All incentive payment is to be dealt with as per para 4.2.1 of Performance Incentive Scheme (w.e.f. April 1, 2003). (b) In-case an employee is under suspension/charge-sheeted, all incentive payment will be kept withheld till the case is decided. However, no incentive will be payable for the period of suspension. ONGC VIDESH CDA-2014 Page 54 (c) In the cases where penalty has been imposed under CDA Rules, the quantum of incentive entitlement and release of payment of incentive for the relevant period will be decided by the competent authority based on the merit of the case(s). (d) The incentive entitlement of terminated/dismissed employee, if such order is revoked at a later date, will be decided on merit of each case by the authority concerned who had revoked the order, taking into account the period during which the employee was on duty and conditions fulfilled thereof. 6. Except for the penalty of dismissal /removal from service which would be effective immediately prior to superannuation, all other penalties can be imposed with retrospective effect. 7. i) Termination of services is a pre requisite for forfeiture of gratuity. ii) Withholding of Gratuity is different from forfeiture. Withholding is resorted to during pendency of disciplinary proceedings and is not a decision as such. If the proceedings result in exoneration / any penalty other than dismissal/removal, the withheld gratuity has to be released. If dismissal/removal takes place, as a consequence of such orders, competent authority can take a view to forfeit gratuity, which shall be done by a separate order. 8. In order to remove the confusion, if any, with reference to Rule 54 and to avoid any misinterpretation regarding multiplicity of appeals, the flow-path of appeals is furnished below : 9. With reference to the Rule 41 (b) (iii) a complete text in a Tabular form is furnished below to give a complete picture on the consequences that would follow, in the event of imposition of a penalty on an employee in service, or under the legal fiction of deemed to be

in service for the purpose of disciplinary proceedings, for implementation even after superannuation, if such proceedings result in a penalty: Penalty by CDA Appeal (by delinquent) Review (suo moto or otherwise, if there is no appeal) Review by Board Review by Board OR ONGC VIDESH CDA-2014 Page 55 Sl. No Penalty Impact Remarks/Action/Result Major Penalties 1 Dismissal which shall be ordinarily a disqualification for future employment under the company. a) No future employment in ONGC/ONGC Videsh. b) Forfeiture of Gratuity. c) Encashment of HalfPayLeave. d) Encashment of EarnedLeave.

#### **Health, safety, and environment**

OVL is committed to ensuring that its health, safety, and environment policies are clearly defined, and that they are consistently reviewed and improved.

#### **HSE VISION**

To be a leader in pursuit & attainment of Health, Safety & Environment performance

#### **HSE STRATEGIC OBJECTIVE**

No accident, no harm to people and promote environment protection

#### **QHSE Policy:**

#### **HEALTH, SAFETY & ENVIRONMENT MANAGEMENT SYSTEM**

ONGC Videsh attaches highest priority to occupational health, safety and protection of environment in and around its operational areas. It has implemented 'Integrated policy on QHSE & Risk Management', which comprehensively deals with all related domains.

ONGC Videsh is certified for Integrated QHSE Management System is in line with revised standards ISO 9001:2015 (Quality Management System), ISO 14001:2015 (Environment Management System) & ISO 45001:2018 (Occupational Health & Safety Management System) with the scope 'The Business Development activities for Acquisition of overseas oil and gas fields and management of Exploratory, Developing and Producing Assets at OVL HQ.'





HSE Management System model



Elements of HSE Management System

<b>Element No.</b>	<b>HSEMS Element</b>	<b>Addressing</b>
<b>Element 1</b>	<b>Leadership, HSE Policy and Continual Improvement</b>	<b>Top-down commitment&amp; Corporate intentions essential to the success &amp; continual improvement of the system</b>
<b>Element 2</b>	<b>Hazard/ aspect identification, risk/ impact assessment &amp; determining controls</b>	<b>Planning</b>  <b>Establishing/ Planning the processes and objectives necessary to deliver results in accordance with the HSE Policy</b>
<b>Element 3</b>	<b>Legal &amp; other requirements</b>	
<b>Element 4</b>	<b>Objectives, targets and Programmes</b>	
<b>Element 5</b>	<b>Resources, Roles, Responsibility, Accountability &amp; Authority</b>	<b>Implementation &amp; Operation</b>  <b>Development and implementation of the processes planned for effective HSE management system</b>
<b>Element 6</b>	<b>Competence, Training &amp; Awareness</b>	
<b>Element 7</b>	<b>Communication, Participation &amp; Consultation</b>	

<b>Element 8</b>	<b>Documentation&amp;Control of documents</b>	
<b>Element 9</b>	<b>Operational control</b>	
<b>Element 10</b>	<b>Emergency Preparedness and Response</b>	
<b>Element 11</b>	<b>Monitoring &amp; measurement</b>	<b>Checking&amp; Corrective action</b>
<b>Element 12</b>	<b>Incident investigation, Non-conformity, Corrective action &amp; Preventive action</b>	<b>Performance monitoring and how corrective action is to be taken when necessary</b>
<b>Element 13</b>	<b>Control of Records</b>	
<b>Element 14</b>	<b>Internal Audits</b>	
<b>Element 15</b>	<b>Management Review</b>	<b>Review</b>  <b>Periodic assessment of system performance,effectiveness and fundamental suitability</b>

HSE COMMITMENT

**Management is committed to clearly defining HSE policy, HSE objectives, roles and responsibilities, by providing needed resources and by measuring, reviewing and continuously improving the HSE performance.**

**Management, by personal example, both on and off the job be a model for positive HSE behavior and reinforce and reward positive behavior.**

**Management is committed to assert itself for not only to ensure adherence to the applicable statutory rules and regulations, but to go beyond such benchmarks also.**

**Management is committed to maintain a “Safety Culture” that would reflect in all the activities it perform, with the active involvement of all the employees, contractors, stakeholders and also the community.**

**Everybody who works for OVL is committed towards HSE and is responsible to ensure that all HSE rules, standards and guidelines are followed to accomplish the task.**

**Adhering to the HSE guidelines is mandatory at all levels.**

## **OUR BELIEF**

**All injuries, occupational illnesses and environmental damage are preventable.**

**HSE is fundamental to the conduct of our business.**

**Doing things in HSE way always enhances productivity,profitability and sustainability.**

**No work is so important that it cannot be done safely.**

**Employee involvement, feedback, and recognition are fundamental to HSE.**

**HSE behavior is doing the job right.**

**Workplace risk shall be reduced in the following priority:**

- 1. Elimination**
- 2. Substitution**
- 3. Engineering Controls**
- 4. Signage/ warning and/ or administrative controls**
- 5. Personal protective equipment**

**HSE is not just the job of a few specialists. It's everyone's responsibility and everyone can make a difference.**

**Safety off the job is an important element of our overall safety effort.**

**Management is directly responsible for preventing injuries and occupational illnesses, protecting the environment for visibly and consistently establishing HSE as a priority.**

**Employees and contractors are responsible and accountable for their actions.**

**Employees and contractors have an obligation, without fear of reprisal, to notify management of apparent and imminent hazards and environmental aspects. Everyone has an obligation not to pursue any work that is unsafe and they have the right to receive timely and adequate responses.**

**People are the most critical element in the success of a HSE programme.**

## SUSTAINABILITY REPORTING

ONGC Videsh has started its journey towards reporting triple bottom line approach in the form of sustainability report since FY2012-13. From FY2013-14 onwards, ONGC Videsh sustainability reporting has been a part of ONGC Group sustainability report. In FY2016, sustainability reporting got transitioned from global reporting initiative (GRI) G3.1 to GRI G4 guidelines.

With the unfolding of the Principle of Responsible Investment (PRI), several other reporting frameworks emerged in markets, to address the concerns of different groups of stakeholders/investors, Companies are now assessed and rated against their ESG performance and they also influence the credit rating of companies as well as faith of the investors. Taking note of the merits, ONGC Management directed that from FY 2019-20 onward GRI based ESG Reporting of ONGC Group of Companies is to be adopted along with Sustainability report. Subsequently, ONGC Management took note of the emerging reporting trends and SEBI guidelines on reporting and desired to adopt integrated reporting of ONGC Group of companies from FY 2020-21 onwards, in place of Sustainability Report/ ESG report.

### Document preservation

OVL has a policy for preserving documents, which is approved by the board of directors. Documents are classified into two categories: those that are permanently preserved, and those that are preserved for at least eight years after the relevant transactions.

### CORPORATE POLICY ON PRESERVATION OF DOCUMENTS AND THEIR

**ARCHIVING** 1.1 Preamble In terms of Regulation 9 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 it is provided as under: Preservation of documents. 9. The listed entity shall have a policy for preservation of documents, approved by its board of directors, classifying them in at least two categories as follows- (a) documents whose preservation shall be permanent in nature; (b) documents with preservation period of not less than eight years after completion of the relevant transactions: Provided

that the listed entity may keep documents specified in clauses (a) and (b) in electronic mode. Accordingly, to comply with the aforesaid Listing Regulations, this policy has been framed. 1.2 This Policy shall be known as Corporate Policy on Preservation of Documents and their Archiving. 1.3 This Policy is effective upon the approval of the Board of Directors of the Company from ..... 2.0 APPLICABILITY: This Policy shall be applicable to all documents of ONGC Videsh Limited maintained at its Registered/ Corporate Office situated in Delhi. 3.0 The word document shall mean and include books, paper, registers, vouchers, books of accounts etc. It shall also include “book and paper” as per section 2(12) and “books of accounts” as per section 2(13) of the Companies Act, 2013. 4.0 The Preservation of the Documents shall be as follows: (A) COMPANY SECRETARIAT Responsibility: Company Secretary

Sl. No.	Name/ Description of the documents	Period of preservation
1.	Minutes of every Meeting of the Board of Directors and Board Committees.	Permanent
2.	Minutes of General Meetings.	Permanent
3.	Any other document, certificates, statutory registers that may be required to be preserved permanently in terms of the Companies Act, 2013 and/ or SEBI (LODR) Regulations.	Permanent
4.	Statutory Registers and Records required to be maintained under the Companies Act, 2013.	Permanent or as prescribed under the Companies Act, 2013
5.	Notices and Agenda Items of Board meetings and Board Committees meetings.	Permanent
6.	Annual Returns of the Company.	Permanent
7.	Documents/ Information submitted to the Registrar of Companies/ Ministry of Corporate Affairs and to Stock Exchange in compliance of the Companies Act, 2013/ SEBI (LODR) Regulations, 2015.	8 years
8.	Notices, Agenda Items and related papers of General Meetings	8 years
9.	Attendance Register of meetings of Board/ Board Level Committee(s).	8 years
10.	Proof of dispatch and delivery of below-mentioned documents relating to Board, Board Committees (Audit Committee, Corporate Social Responsibility & Sustainability Committee and Human Resources Management & Remuneration Committee) and General Meetings: (i) Notice; (ii) Agenda; (iii) Resolution by Circulation Notice and Agenda; (iv) Draft Minutes of Board and Board Committees; and (v) Signed Minutes.	3 years

(B) CORPORATE PLANNING Responsibility: Head Corporate Planning and Strategy

Sl. No.	Name/ Description of the documents	Period of preservation
1.		



Budget, MOU plans, Performance Contracts 8 years 2. Daily progress reports, Monthly/ Quarterly/ Annual reports at HQ 5 years (C) CORPORATE COMMUNICATION Responsibility: Head Corporate Communications Sr.No. Name/ Description of the documents Period of preservation 1. Advertising 1.1. Tender related documents 5 1.2. Agency Profiles 5 2. Sponsorships 2.1. Approvals 5 3. Printing 3.1. ONGC News Reports (Magazine) Permanent 3.2. Local ONGC News Flash 3 3.3. Annual Reports 8 3.4. Profile 2 3.5. Files 3 4. Others 4.1. Photography Permanent 4.2. Films/CDs Permanent 4.3. Invoices 5 4.4. Exhibitions 3 4.5. Budget Provisions 3 4.6. Correspondence- Internal 3 4.7. Correspondence- External 3 4.8. Miscellaneous 1 3 (D) FINANCE & ACCOUNTS Responsibility: Head Corporate Finance 1 (A) Financial Statements /Books of Accounts All Books of Accounts at Corporate Office/ Overseas offices etc. and documents/ records pertaining to Cost Accounts, if required. These will include Financial Statements, vouchers, entries, supporting documents etc. (B) Pre audit Payment through LC • Commercial Invoice • Bill of lading (shipping document) • Packing list • Certificate of Test and Inspection from manufacturer/ third party agency (TPI) • Certificate of origin from economic chamber of commerce of exporting country • Certificates of warranty to quality from manufacturer • Correspondence with vendors • Copy of Purchases order /LOI Payment through LSC • Complete set of Invoice i.e. commercial invoice and tax invoice • Lorry receipt/ Good transport receipt as a proof of dispatch • Packing list • Certificate of warranty to quality • Inspection cover note in the name of ONGC • Correspondence with vendors. • Copy of Purchase Order/ LOI Payment against GRV • Complete set of Invoice i.e. commercial invoice and tax invoice • Certificate of warranty • Inspection certificate • Copy of Purchase Order/ LOI Works/ Service Contracts • Letter of Intent/ contract • Invoice (Vendor Invoice as well as third party invoice) • Inspection report/ Third party inspection certificate • Insurance document, if any • Guarantee and warranty certificate • Installation & Commissioning certificate/ Completion certificate • Site acceptance test reports • Correspondence with vendors Employees' payments • Bill having approval of competent authority • Relevant original invoice (C) Cash and Bank • Original Payment Vouchers with supporting documents 8 years. However, where the Tax assessment of the same has not been completed, the same to



be kept till assessment is over and the concerned department has certified that there is no further need for the same to be stored. 4 • Bank Guarantees • Challans of tax payments etc. • Bank Reconciliation Statements (D) Other Sections • Instructions, Decisions and Circulars from management • Instructions, Decisions, Circulars and assessment orders from statutory Authorities and Ministry • Important correspondence files with vendors/ outside agencies, certified financial statements/ audit reports etc. 2 Records where legal disputes are ongoing should be separately categorized and maintained. 8 years or till closure of all legal issues, whichever is later. 3 Records relating to direct and indirect taxation. 8 years or till completion of final assessments, whichever is later. 4. Records relating to sales/ marketing of products 8 years or till conclusion of the cases, whichever is later. 5 Records relating to on-going vigilance cases. 8 years or till conclusion of the cases, whichever is later. 6 Documents relating to budget, annual plan and MOU 8 years. 7. Documents related to engagement of Audit services /accounting/finance firms/tax firms 8 years 8. TASA(Technical approval and service agreement): Documents related to TASA approval for different contracts/ procurement etc. Validity period + 5 years (E) LEGAL SERVICES Responsibility: Head Legal Sr.No. Name/ Description of the documents Period of preservation

Sr.No.	Name/ Description of the documents	Period of preservation
1.1.	Contracts, Agreement & Deeds The terms of Agreement/ Contracts plus 5 years	5 years
1.2.	Agreement with foreign Govt. or international organization	Permanent
1.3.	Indemnity Bonds executed in favour of Govt.	Permanent
1.4.	Property documents	Permanent
1.5.	Arbitration Settlement	+ 2 years
1.6.	Court Cases Settlement	+ 2 years
2.1.	Arbitration & Litigation Settlement	+ 3 years
2.2.	Cases involving important issues or containing material of a high precedent/reference value.	Permanent
2.3.	Notices under Section 80 of Civil Procedure Code, (If such a notice is followed up by a civil court, it would become arbitration/ litigation cases)	3 years
2.4.	Empanelment of Legal experts / Advocates / arbitrators	5 years
2.5.	Arbitration/OEC/IEM documents. Copy of the final Judgement, Court cases, appeal and verdict of Court of Law. Related correspondence on Arbitration/OEC/IEM/ Court etc.	8 years or adjudication of

case + 3 years whichever is later. 5 (F) OPERATIONS AND BUSINESS UNITS (i) Responsibility: Regional President of Business Units/ Country Manager(s) Sl. No. Name/ Description of the documents Period of preservation

1. Annual Work Program & Budget, EC/ Committee agenda, Extracts of board minutes of related items. 10 years
2. Development Plan 5 years after completion
3. Documents relating to structural Design & process design of platform/ plants etc. Working life of the Platform + 5 years
4. Contracts with Vendors, Service providers and Contractors. 5 years after contract closure
5. Contractors correspondence including commercial / legal issues 10 years after contract closure
6. Process Plant P&ID and subsequent changes, Engineering drawings, manuals, standards, Project FR, FDP, Well Card, Land Records, Lease agreements, SOPs, Certification documents of Assets Plant life time + 5 years.
7. G & G Study Reports/ feasibility Reports external/internal. Reports on project work/R&D work awarded to entities/institutes outside/inside India or to ONGC institutes 10 years
8. Country Offices Weekly, Monthly reports 5 years
9. Daily progress reports, Monthly/Quarterly/Annual reports at HQ 5 years
10. Correspondence with Operator/ JV partners / Host Country(ies) Regulator/ ministry 10 years after expiry of contracts
11. Correspondence with MoPNG, other Govt. authorities, 10 years
12. Drilling and Work Over Operations Safe Operating Practice Permanent Location release order, Well details Permanent Well Program Permanent Environmental /Ecological Survey reports. Permanent Geo technical Order ( GTO) Permanent Well Daily activity Report (DPR) Permanent Well drilling completion reports Permanent Well work over completion reports Permanent Expenditure approval for well (AFE) Permanent
13. Country Off. Qty compliance – penalty/ taxes Permanent
14. Internal/ external inspection/ audits, its compliance/ certification, vigilance matter Permanent
15. Agreements with companies/foreign governments: PSC (Production Sharing Contract),JOA (Joint Operatorship Agreement),SHA (Shareholding Agreement), FTA (Free Trade Agreement), HGA (host government agreement), commercial, operational, confidentiality, MOU, Joint study/ HOA (Heads of Agreement), Farm in Farm out, extensions, company guarantee, PCG (Parent company guarantee), SPA (sale purchase agreement), COTA (Crude oil transportation agreement), Offshore trust account agreement, Drilling services agreement, EPSA (Exploration and production

sharing agreement). Permanent 16. Acquisition related documents1:  
 Acquisition related approvals, documents, reports, financial models etc.  
 Acquisition related Payment details etc. Financial, Audit observation Legal &  
 OEC (outside experts committee) proceedings, Financial systems Logs such  
 as SAP, Bank Guarantee. Permanent 1 Acquisition related documents shall be  
 maintained by Business Development Group, till the same handed over to the  
 jurisdictional BUs. 6 17. ECS (Empowered committee of secretaries)/ CCEA  
 (Cabinet Committee of Economic Affairs)/ PAC/ FMC agenda. Permanent 18.  
 TCM (Technical committee meeting)/ OCM (Operating committee meeting)/  
 MCM (Management committee meeting), ETR (Exploration technical review)/  
 ARPR (Annual review of production reserve)/ JOC (Joint operating  
 committee)/CTR(Commercial technical review),agenda, protocols,  
 proceedings, minutes 8 years 19. Presentation of JV partners/ board, JV  
 Overview, Operator/ Third Party Studies/ Evaluation / Reports 8 years 20. Field  
 details: Field details, well data, technical projects backups, static and dynamic  
 models, maps, reports, profiles Permanent 21. Reserve Estimation Reports,  
 Simulations Study Reports, Reservoir models, Maps/ Drawings/ Production/  
 Facilities details. Annual reserve reports – REC, operator performance reports  
 Permanent 22. Documents related to PEL,ML,EC/FC Permanent 23.  
 Relinquishment as per contract/expiry approval notes, permits,  
 correspondences Permanent 24. Frequency authorization licenses to operate  
 radio equipment and related clearances Permanent 25. Technology induction  
 proposals and annexures, minutes of TCM and approval notes, details of  
 induction, results Permanent 26. Compliance reports,  
 Environmental/ecological survey reports 8 years 27. Documents –  
 hiring/empanelment domain experts/consultants, proposals & approvals,  
 contract documents, reports, payments etc. 8 years 28. Tenders, processing &  
 approvals 8 years 29. PoA, Labour contracts etc. 5 years after validity period.  
 30. Financial statements, JIBs, Entitlement reports, Bills of lading/ sales  
 reports, Hydrocarbon statements, Cash calls, Tariff payments, Financial  
 systems logs such as SAP, Bank Guarantee, Audit observation/ Reports, reply  
 to PQ/Statutory bodies 8 years 31. Documents – CMC/ ballet approvals 8 years  
 32. Documents – hiring office, accommodation 8 years 33. International  
 organizations: ONGC Videsh participation in international conferences such

as Extractive industries transparency initiative(EITI),World heavy oil Congress etc. 3 years 34. Acquisition/processing of seismic data. Permanent 35. Documents related to engagement of Audit services /accounting/finance firms/tax firms 8 years 36. CSR: 1. CSR Policy 2. CSR Activities/ approvals/ policies. 3. CSR Expenditure incurred in JV and by country office under different heads. Permanent 8 years 8 years 37. Sponsorships: Sponsorship of Conference and exhibition 8 years 38. Corporate gifts: Documents related to corporate gifts 8 years 39. TASA(Technical approval and service agreement): Documents related to TASA approval for different contracts/ procurement etc. Validity Period + 5 years 40. Overseas Posting records to service company/ mixed company, Country Office. 8 years 41. Hiring of locals in the host country(ies). (Separation + 5 years) 7 42. Foreign language learning: - by ONGC Videsh's overseas employees. 5 years 43. Documents related to insurance cover for local employees, OVL secondees, offices, materials, and insurance of JV Assets 8 years 44. ON/OFF: Approval of rotational on/ off/ postponement/leave/extension, ON/OFF regularization. 5 years 45. 1. JV Operating Company Manpower as on 1st April every year. 2. OVL secondees with JV Operator companies as on 1st April every year. 3. Locals hired by OVL in JV Operator companies as on 1st April every year. 4. List – OVL local manpower in country office. 5. List – OVL manpower in Country office 5 years (G) HUMAN RESOURCES Responsibility: Head Human Resources : (i) Overseas Projects: Sl. No. Name/ Description of the documents Period of preservation CSR: - CSR Policy - CSR Activities/ approvals; - CSR Expenditure incurred in JV and by country office under different heads. Permanent 8 years 8 years Sponsorships: Sponsorship of Conference and exhibition 8 years Corporate gifts: Documents related to corporate gifts 8 years Overseas Posting records to service company/mixed company, Country Office. 8 years Hiring of locals in the host country. Separation + 5 years Foreign language learning: - by ONGC Videsh's overseas employees. 5 years Documents related to insurance cover for local employees, ONGC Videsh's secondees, offices, materials, and insurance of JV Assets 8 years 1. JV Operating Company Manpower as on 1st April every year. 2. ONGC Videsh's secondees with JV Operator companies as on 1st April every year. 3. Locals hired by ONGC Videsh's in JV Operator companies as on 1st April every year.

4. List – ONGC Videsh local manpower in country office. 5. List – ONGC Videsh manpower in Country office 5 years (ii) EMPLOYEES RELATION

Sr. No	Name/ Description of the documents	Period of preservation
1.	Corporate Policy	Permanent
1.1.	General	Permanent
1.1.1.	Government Directives/Guideline	Permanent
1.1.2.	Deputation	Permanent 8
1.1.3.	Agrani Samman Ex-gratia , Sahyog Trust, Asha Kiran or any future scheme/ policy.	Permanent
1.2.	Manpower Maintenance:	
1.2.1.	Service, pay fixation, Rules	Permanent
1.2.2.	Wage/Pay Revision & Negotiation	Permanent
1.2.3.	Wage/Pay Revision	Permanent
1.2.4.	Pay scales, Pay Anomaly/Revision	Permanent
1.2.5.	Increment	Permanent
1.2.6.	Allowances- functional, locational, welfare, statutory, traveling	Permanent
1.3.	Benefits:	
1.3.1.	Statutory, non-statutory	Permanent
1.3.2.	Staff vehicle	Permanent
1.3.3.	Leave / Location/ Function Related Benefits	Permanent
1.3.4.	Reimbursements - CMRE & Car/ 2 wheeler insurance	Permanent
1.3.5.	Housing/Residential/Township lease, self- lease	Permanent
1.3.6.	Long service Reward scheme	Permanent
1.4.	Loan & Advances:	
1.4.1.	House Building , conveyance	Permanent
1.4.2.	Children Education Allowance	Permanent
1.4.3.	White Goods	Permanent
1.5.	Separation:	
1.5.1.	Gratuity Rules	Permanent
1.5.2.	ONGC PRB & CSS Scheme	Permanent
1.5.3.	Premature Retirement Scheme	Permanent
1.5.4.	Separation & Terminal Benefits	Permanent
1.5.5.	VRS / Resignation	Permanent
1.6.	Performance Linked Benefits	
1.6.1.	Annual Incentives , Performance Incentives	Permanent
1.7.	Medical	
1.7.1.	Regular Employee & their dependents	Permanent
1.7.2.	Retired & Separated Employees	Permanent
1.7.3.	Handicapped wards of Retired Employees	Permanent
1.7.4.	Tenure based Field Executive/Field Operators	Permanent
1.7.5.	Contingent, CISF, Freedom fighters, KV ONGC	Permanent
1.7.6.	Expensive medicines for Retired wards.	Permanent
1.7.7.	PME records of employees	Permanent
2.	Establishment and Personal Claims/ Loan & Advances	
2.1.	Personal Files/Service Records of Regular employees	Permanent. In case of death/ resignation- Plus10 years
2.2.	Records of separated employees	Separation +3 years
2.3.	Property Return	Separation +3 years
2.4.	House Building , Conveyance Advance	Permanent
2.5.	Leave Records-Casual, EL, HPL, Others sp. leave	Permanent
2.6.	Holiday Home Claims, CEA Claims	04 years
2.7.	Probation Clearance Files	Till next promotion
2.8.	Grievance/Representation Settlement	+2 years
2.9.	Children	

Education Allowance Permanent 2.10. House Furnishing Advance Permanent  
 2.11. White Goods Advance Permanent 2.12. Disciplinary Matters Permanent  
 2.13. Document & Formats Permanent 2.14. Foreign Compensation Guidelines  
 Permanent 3. Administration (Services) 9 (iii) MANPOWER Sr. No. Name/  
 Description of the documents Period of preservation (No. of years) 1.  
 Manpower Acquisition 1.1. Recruitment and Promotion Regulations  
 Permanent 1.2. Creation & Sanction of Posts Permanent 1.3.  
 Continuance/abolition/revival of posts. Revision +5 1.4. Up gradation/  
 Re-designation of Posts 10 1.5. Hiring of consultants / advisors /experts 8 2.  
 Recruitment 2.1. Recruitment Plan & Approvals 10 2.2. Recruitment Procedure  
 including hiring of Agencies 10 2.3. Recruitment Proceeding & Approvals 5  
 2.4. Empanelment 2 3.1. Job Contracts & Agreements Closure +2 years 3.2.  
 Billing & Payment Settlement + 2 years 3.3. Budget Provisions 3 years 3.4.  
 Approvals Permanent 3.5. Purchases Settlement + 3 years 3.6. Sports &  
 Recreation 3 3.7. Audit Para & Reply 8 years 3.8. Component Plan/ Social  
 obligation 3 years 3.9. Employees welfare 3 years 3.10. Hospitality (Records) 3  
 years 3.11. Hospitality (Bills & Payments) Settlement +3 3.12. Catering for  
 employees 8 3.13. Railway/Air booking & Reservation (Records) 3 3.14.  
 Railway/Air booking (Bills & Payment) Settlement +3 3.15. Residential  
 Accommodation: Requests & Allotment 3 3.16. Hiring of properties on lease 3  
 (after expiry of lease period) 3.17. Event Management 3 years 3.18. Dispatch  
 (Record) 8 years 3.19. Dispatch (Postage Stamps Record) 3 years 4. Industrial  
 Relation 4.1. Grievance Policy Permanent 4.2. Standing orders Permanent 4.3.  
 Legal Compliance and Court Matters Permanent 4.4. Periodical Negotiation 10  
 4.5. Correspondence with Unions/Associations 5 4.6. Accident  
 Compensation/Financial Assistance 8 years after settlement 5. Miscellaneous  
 5.1. Correspondence with Government 5 5.2. External Correspondence 5 5.3.  
 Internal Correspondence 3 5.4. VIP references 2 5.5. Budget Provision 3 5.6.  
 Audit Paras 8 years 10 Sr. No. Name/ Description of the documents Period of  
 preservation (No. of years) 2.5. Reservation implementation 5 2.6. Statutory  
 Compliance 8 2.7. Selection Committee Reports 5 2.8. Appointment  
 Formalities & Correspondence with candidates 2 2.9. Retention of  
 Applications 1 2.10. Medical Examination Rules Permanent 2.11. Medical  
 Examination (Findings) 1 2.12. Proposals/EC Agenda for campus recruitment-



approval for Institutes/Universities and qualifications Permanent 2.13.  
 Recruitments file containing- Sanction orders of posts, Roster points,  
 notification- Advertisement requisition to employment exchange 5 2.14.  
 Online registration and application data, written test results, CV of the  
 candidates, approvals for selections Committee, all type of payments, public  
 grievances ,OMR answer sheets, Question Book let and answer key 3 3.  
 Placement 3.1. Discipline wise Postings (Transfer proposals) 2 3.2. Location  
 wise Postings 2 3.3. Job Rotation and Transfer Policy Permanent 3.4. SAD  
 (Sensitive, Agreed, Doubt full integrity transfers) 3 Years 3.5. MDT Approvals 2  
 Years 3.6. Deputation out cases Till repatriation+1 year 3.7. Special Studies 3  
 Years 4. Performance Appraisal 4.1. Performance Appraisal Rules Permanent  
 4.2. Recording of PARs Separation +3 4.3. Communication of Ratings 3 4.4.  
 Representations Settlement +2 4.5. PAR Appeal & review representations  
 Settlement +3 4.6. PAR Appeal & review decisions and communications Till  
 separation 4.7. EC Decisions, final list of awards and related correspondence  
 and other Govt. awards. 5 Years 5. Seniority 5.1. Relevant Rules Permanent  
 5.2. Seniority Lists, Fixation of seniority in individuals cases and  
 Representations 5 6. Promotion 6.1. Promotion Policies , Plans & Approvals  
 Permanent 6.2. Departmental Promotion Committee: Constitution &  
 Proceedings 5 6.3. Representations 3 7. Service Matters 7.1. Extension of  
 Service Settlement +1 7.2. Deputation Tenure +2 8. Hiring of Contractual  
 Manpower Services 8.1. Proceeding & Approvals 5 8.2. Placement 2 9.  
 Training & Development 9.1. Training Manual Permanent 9.2. Training  
 Calendar, schedule 2 11 Sr. No. Name/ Description of the documents Period of  
 preservation (No. of years) 9.3. Training Records, Approvals etc. 5 9.4.  
 Training Feedback Forms 2 9.5. Correspondence - internal, external 5 9.6.  
 Retention of Training Bond Bond period +2 years 10. HR  
 initiatives-ADC/Mentoring/Business Games/Fun team game etc. 10.1.  
 Proceedings & Approvals 10 years 10.2. Short listing of candidates, office  
 orders, representations, Correspondence with participants, feed backs 5 10.3.  
 Correspondence with Government? & external agencies 5 10.4. Internal  
 correspondence 3 10.5. VIP references 2 10.6. Budget provisions 3 10.7. RTI  
 applications Settlement + 1 years 10.8. Audit paras settlement +3 years 10.9.  
 Parliamentary Questions 3 years 10.10. Parliamentary Committee Information

5 years 10.11. Court Cases Settlement +2 years 11. Summer/winter training for students 11.1. Training approval, certificates, records etc. 2 years (iv)

**MEDICAL** Sr.No. Name/ Description of the documents Period of preservation

1. OPD Records 1.1. Registration Record 3 1.2. OPD treatment & Attendance 3

1.3. Investigation record (Lab/X-ray etc) 3 1.4. Medical certificates 3 2. Indoor

Records 2.1. Indoor treatment & Investigation records (Lab/X-ray etc) 10 2.2.

Hospital Statistics(Bed occupancy, surgery etc.) 3 3. Medico legal records 3.1.

Medico legal Exam records ,Indoor treatment and investigations (Lab/X-ray etc.) 30 4. Medical camps 4.1. No. of camps , patients benefitted and

Expenditure incurred 3 5. Immunization records 5.1. Vaccination details 10 6.

PME Records 6.1. Health profile 5 7. Stores 7.1. Requisition- Stores and

Approvals 2 7.2. Medicine issue voucher 2 12 7.3. Inventory Book 2 7.4.

Medicine record 2 7.5. Capital items record Permanent 8. Administrative 8.1.

Composite Hygiene Score 1 8.2. Medical Expenses- Employees 2 8.3. Medical

Facilitators report 1 8.4. Birth/Death Record Permanent 8.5. Referrals 2 8.6.

Service Contracts Closure +2 years 8.7. Attendance Register , Staff Roasters

and Absentee Statements 1 (v) **SECURITY** Sr.No. Name/ Description of the

documents Period of preservation 1. Security Scheme & Manual Permanent 2.

Statutory Matters & Approvals Permanent 3. Gate Passes 2 4. Security of

Installations 2 5. Budget Provisions 3 6. Review Meeting 1 7. CISF/ Other

Security Agencies Permanent 8. Audit 3 9. Purchase of Security items 3 10.

Procurement of Arms and Ammunitions 3 11. Accident/Incident Report 5 12.

Contracts with Security Agencies Closure +2 years 13. Correspondence with

Security Agencies 2 14. Correspondence with State/Local Security Authorities

3 15. Bills and Payments Settlement+2 years 16. Inspection Report 2 17.

Training 3 18. Court Cases Final disposal + 6 years 19. C&A Verification 3 20.

Visitor passes 3 21. Daily situation report 2 22. Monthly reports / returns 6

months 23. OSCC Minutes/ Correspondence 2 Years Digitize/soft copies -5

years 24. Territorial Army Regular correspondence 3 25. FIRs/Crime Data Final

disposal+3 years (vi) **OFFICIAL LANGUAGE** Sr.No. Name/ Description of the

documents Period of preservation 1. Progressive Use of Official Language 1.1.

Govt. Rules and Regulations Permanent 1.2. Periodical Reports regarding use

of Official Language 3 1.3. Constitution of Official Language Committees 5 1.4.

Meeting and Follow-up action of Official Language Committee 3 2. Training



(Official Language) 13 2.1. Incentive scheme/General orders Permanent 2.2. Training Programme 1 2.3. Awards- Correspondence/Records 3 2.4. Conduct of Official Language Competitions 5 3. Translation 3.1. Books, reports, periodical etc.

## **Recruitment**

**OVL uses a milestone-driven approach to recruitment, which includes a detailed project timeline with key milestones, deadlines, and deliverables.**

s 2 | P a g e Introduction 1. OVL Videsh Ltd. (OVL), a Government of India “NAVARATNA” Category Enterprise, is an integrated energy company with interests that span not only across the entire hydrocarbon value chain but also in the emerging domains of renewable and alternative sources of energy. 2. ONGC Videsh invites EOI against EOI No. DLI/OVL/EOI /02/2023 for Engagement of consultant for Comprehensive Policy Formulation and Facilitating Recruitment at ONGC Videsh Limited. 3. Purpose of this EOI is to solicit responses which will enable ONGC Videsh Ltd to explore and identify from interested participants having relevant experience and expertise (details available at [www.ongcvidesh.com](http://www.ongcvidesh.com)) with proven capabilities and demonstrated performance of their services in Oil & Gas PSUs. 4. The prospective bidder(s) are invited to participate in the EOI conference scheduled to be held on 20 November 2023 at 1100 Hrs at Delhi India. The EOI is open for physical as well as virtual participation. Interested parties/participants are required to confirm their participation latest by 16 November 2023 through mail [saurav\\_buragohain@ongcvidesh.in](mailto:saurav_buragohain@ongcvidesh.in) . After EOI conference, the participants will be required to submit their firm proposal(s) latest by 30 November 2023, 15:00 hrs. 5. Corrigenda, addenda, amendments, time extensions to the EOI (if any) will be hosted on the ONGC tender portal only, and no separate notification shall be issued in the press. Prospective participants against the EOIs are requested to visit [www.ongcvidesh.com](http://www.ongcvidesh.com) regularly to keep themselves updated. 6. The Information provided by the Bidder in response to this Expression of Interest (EOI) will be the property of ONGC Videsh Ltd. and will not be returned. ONGC Videsh Ltd. reserves the right to amend, cancel, rescind, or reissue this EOI and all amendments will be advised to the Bidder and such amendments will be binding upon them. 3 | P a g e Scope of Work HR Consultancy Services for ONGC Videsh Limited Introduction ONGC Videsh Limited (OVL) intends to engage the services of an HR consultancy firm ("Consultant") to oversee Comprehensive Policy Formulation and Facilitating Recruitment. This comprehensive Scope of

Work (SOW) outlines the detailed services expected from the Consultant to ensure a meticulously executed recruitment process that aligns with OVL's strategic objectives, adheres to all statutory labor laws, and fosters the acquisition of top-tier talent. The service required will be divided into two phases as follows: PHASE-1 Phase 1 of the HR Consultancy Services for ONGC Videsh Limited (OVL) project will encompass two primary areas of focus: policy development and requirement analysis. This phase is critical to laying the foundation for the entire recruitment process, ensuring that OVL's recruitment policies and specific needs are well-defined and aligned with the organization's strategic objectives.

**1. Policy Development**

**a. Policy Formulation:** The Consultant shall be responsible for drafting a Comprehensive Manpower Policy that caters to OVL's short-term and long-term project requirements, ensuring precise alignment with the organization's distinctive requirements while adhering to existing HR policies.

**b. Policy Components:** The policy should encompass a robust framework that elucidates a streamlined and transparent recruitment process, complete with well-defined guidelines and criteria for selection.

**2. Remuneration and Benefits**

**a. Competitive Compensation:** The Consultant shall recommend competitive remuneration packages designed to both attract and retain top-tier talent.

**b. Benefits:** In addition to salary structures, the Consultant will deliberate on comprehensive benefits packages, including medical insurance, and life insurance coverage. \*Note: Remuneration and Benefits will be part of policy development.

**3. Requirement Analysis**

**4 | Page**

**a. Comprehensive Needs Assessment:** The Consultant will conduct an exhaustive analysis of OVL's organizational structure and future human resource demands, encompassing an in-depth examination of long-term and short-term project requirements.

**b. Position-Specific Requirements:** The Consultant will delineate the intricate details of each long-term and short-term human resource demands, translating them into structured and comprehensive Job Descriptions (JDs) that accurately represent the responsibilities and expectations associated with each role.

**c. Skills and Qualifications:** The Consultant will categorically identify the qualifications, experiences, and skills prerequisites for each role, ensuring precise alignment with OVL's industry standards and corporate objectives. Upon completion of Phase 1 the Consultant will submit the "Comprehensive Policy documents" and "Requirement Analysis report" for acceptance of OVL.

**PHASE-2** Phase 2 of the HR Consultancy Services for OVL project involves the execution of the recruitment process, encompassing various critical activities from advertisement development to onboarding the selected human resource. This phase focuses on the practical implementation of the policies and requirements established in Phase 1. Phase 2 is subdivided into three key stages: Stage 1: Project Timeline and Advertisement Development. Stage 2: Shortlisting and Selection. Stage 3:

Induction and Handholding Process. 4. Project Timeline a. Milestone-Driven Approach: A detailed project timeline shall be meticulously crafted, outlining key milestones, deadlines, and deliverables for each phase of the recruitment process. b. Adherence to Timelines: The Consultant's commitment to maintaining project timelines shall be unwavering, ensuring that OVL's human resource requirements are met efficiently and in accordance with pre-established schedules. 5. Advertisement Development a. Employer Value Proposition: The Consultant shall work collaboratively with OVL to define and articulate a compelling Employer Value Proposition (EVP) that highlights the organization's unique attributes. 5 | Page b. Strategic Messaging: Leveraging the expertise in recruitment advertising, the Consultant shall craft persuasive and informative advertisements designed to resonate with potential candidates. c. Compliance Assurance: Every advertisement created shall undergo rigorous scrutiny to ensure strict adherence to labor laws and compliance with OVL's branding guidelines, resulting in a consistent and legally sound communication strategy. d. Multi-Platform Dissemination: The Consultant shall ensure that advertisements reach a variety of platforms, including but not limited to prominent online portals, OVL's official website, and strategically targeted industry networks. 6. Shortlisting and Selection a. Selection of best possible sourcing method: The Consultant shall assess and recommend sourcing methods best suited to the needs of OVL, taking into account the EVP to attract high-caliber candidates. Drawing from best practices commonly employed in both Public Sector Undertakings (PSUs) and private organizations, the Consultant will conduct a rigorous assessment of candidate applications. This will include comprehensive screening and initial evaluations to identify individuals who closely match OVL's specific needs and expectations. b. Structured Evaluation: The Consultant will undertake document verification, preliminary interviews, and assessments of shortlisted candidates to gauge their suitability for each respective role. c. Qualified Shortlist: Subsequently, the Consultant shall present OVL with a carefully curated shortlist of candidates who have demonstrated the requisite qualifications and capabilities for further evaluation. 7. Compliance Assurance a. Stringent Adherence: The Consultant shall ensure stringent adherence to all applicable labor laws, regulations, and compliance requirements during the recruitment process, as outlined in the SOW. b. Legal Documentation: The Consultant shall meticulously review and verify all documentation, including contracts and agreements, to ensure they meet or exceed the requisite legal standards. c. Issue Resolution: The Consultant shall advise to address any compliance-related concerns or issues that may arise during the recruitment process. 8. Reporting and Documentation 6 | Page a. Comprehensive Records: The Consultant shall maintain a meticulous record of all recruitment activities,

encompassing received applications, interview notes, candidate evaluations, and relevant correspondence. b. Progress Reports: Regular progress reports shall be furnished to OVL, detailing the status of each recruitment phase, enabling transparency and alignment throughout the project. c. Final Report: Upon completion of the recruitment cycle, the Consultant shall furnish OVL with a comprehensive final report, summarizing the entirety of the recruitment process, outcomes, and recommendations for future improvements. 9. Induction plan for the selected Human Resource: The Consultant shall develop a comprehensive induction plan to facilitate the seamless onboarding and integration of the selected Human Resource, ensuring a smooth transition into OVL. 10. Handholding for stabilization of the process: The Consultant shall provide ongoing support and guidance to ensure the stability and effectiveness of the recruitment process even after the initial onboarding, assisting OVL in achieving success in talent acquisition. In conclusion, this Scope of Work underscores the depth of the services expected from the HR consultancy firm engaged by OVL for the Comprehensive Manpower Policy and Recruitment Facilitation. 7 | P a g e

**Special Terms and Conditions**

1. Service Premises: The location of services as defined in this Scope of Work is Office Premises of ONGC Videsh Limited. 2. Deputation of Dedicated Executives: To effectively deliver the services outlined in the Scope of Work, the Consultant shall assign a team of three dedicated executives on the payroll of the Consultant, consisting of a Team Leader/Project Manager and two team members, each possessing specific qualifications and experience as follows: a. Team Leader/Project Manager: The Team Leader/Project Manager should be a suitably qualified professional with a minimum of 15 years of relevant experience. The proposed Team Leader must have a track record of involvement in three or more projects related to Human Resource Policy formulation within organizations having an annual turnover exceeding 10,000 Crore INR. b. Other team members: The two additional team members should also be suitably qualified professionals, each with a minimum of 10 years of experience in their respective areas. The proposed team members must have prior involvement in two or more projects associated with Human Resource Policy formulation and/or recruitment within organizations having an annual turnover exceeding 10,000 Crore INR. One team member must have prior involvement in one or more projects associated with recruitment. c. Submission of Resumes: Prior to commencing work, the Consultant is required to submit the resumes of the dedicated executives to OVL for approval, ensuring alignment with the specified qualifications and experience criteria. 3. Timeline and reporting: The Team Leader shall commence by submitting an activity chart outlining the project's activities and their respective timelines. Throughout the execution of the project, the Consultant is responsible for providing regular

progress reports. These reports serve to furnish OVL with an ongoing overview of the project's status, ensuring transparency and alignment with the established timelines and objectives.

**4. Terms of Payment:** Payment for the services shall be made as follows: Phase 1: An initial payment equivalent to 30% of the total contract value upon successful completion and acceptance of "Comprehensive Policy documents" and "Requirement Analysis report" by OVL. Phase 2: Payment for Phase 2 shall be divided into three milestones: 10% payment of the total contract value on completion of stage 1 of phase 2. 50% payment of the total contract value on completion of stage 2 of phase 2. 10% payment of the total contract value on completion of stage 3 of phase 2. Invoices for payment shall be submitted by the Consultant within 10 days of achieving the respective milestones.

**5. Legal Law Compliance:** The Consultant shall ensure strict adherence to all applicable labor laws and regulations throughout the service engagement, as outlined in the SOW. The Consultant must maintain records of compliance and make them available for OVL's review.

**6. Mobilization Period:** The Consultant shall be granted a mobilization period 10 days from the date of LOA. During this period, the Consultant shall set up the dedicated executive team. Work on the project shall commence immediately after the mobilization period.

**9 | Page Eligibility and Experience of Bidder**

**2.1 a)** The bidder should have a minimum of 15 (Fifteen) years of experience in providing consultation and assisting in Policy Formulation and/or Recruitment in any organizations. For this purpose, the period reckoned shall be the period 15 years prior to the date of techno-commercial unpriced bid opening.

**2.1 b)** The bidder should have successfully completed at least 03 (Three) number of contracts having provided consultation and assistance in Policy Formulation and/or Recruitment in any organizations having an annual turnover exceeding 10,000 Crore INR., in the last 5 years (reckoned from the date of opening of techno-commercial unpriced bid). Minimum 01 (one) of the contracts mentioned above must have been associated with Govt. / PSUs. To establish that they meet the experience criteria at Para 2.1(a), and (b) above, Bidders should submit copies of contracts/work orders along with one or more of the following documents in support of satisfactory execution: (i) Satisfactory completion/performance report (OR) (ii) Proof of release of Performance Security after completion of the contract (OR) (iii) Proof of settlement / release of final payment against the contract (OR) (iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

**2.2** The bidder should have a team of minimum 3 experienced executives in its payroll for deployment in ONGC Videsh's office for providing services as detailed in the Scope of Work, each possessing specific qualifications and experience as follows:

**2.2.1 Team Leader/Project Manager:** The Team Leader/Project Manager should be a suitably qualified professional with a

minimum of 15 years of relevant experience. The proposed Team Leader must have a track record of involvement in three or more projects related to Human Resource Policy formulation within organizations having an annual turnover exceeding 10,000 Crore INR. 2.2.2 Other Team Members: The two additional team members should also be suitably qualified professionals, each with a minimum of 5 years of experience in their respective areas. The proposed team members must have prior involvement in one or more projects associated with Human Resource Policy formulation and/or recruitment within organizations having an annual turnover exceeding 10,000 Crore INR. One team member must have prior involvement in one or more projects associated with recruitment. 2.3 The bidder should not have been blacklisted by any Govt. Oil and Natural Gas PSUs. The bidder must submit an undertaking to this effect. 2.4 The Bidder should have its registered office in Delhi NCR. 2.5 JV / Consortium bidders are not allowed.

## **11. Engineers India Limited (EIL)**

**Engineers India Limited (EIL) has several human resources policies, including:**

- **Equal opportunity policy:** This policy is in place to ensure that EIL is a fair employer and that all employees have a conducive work environment.

**EQUAL OPPORTUNITY POLICY 1.0 TITLE** The policy shall be called “Equal Opportunity Policy in EIL” as mandated under Section 21 of the Rights of Persons with Disabilities Act, 2016. **2.0 PREAMBLE** Engineers India Limited is a fair employer and believes in diversity and inclusiveness. The Policy aims to elucidate its commitment towards providing equal opportunity to all including differently abled persons in employment without any discrimination and creating a conducive work environment for all to harness their skills and knowledge and give equal opportunity to grow together. The Rights of Persons with Disabilities Act, 2016 has been enacted by the Parliament. Under Section 21 of the Act, every establishment is required to notify equal opportunity policy detailing measures proposed to be taken by EIL. The Equal Opportunity Policy in EIL is in accordance with the provisions of The Rights of Persons with Disabilities Act, 2016. Equal Opportunity & non-discrimination means EIL shall provide equal opportunity to differently abled persons for

employment in all positions where they can be employed and to provide them with necessary facilities and amenities to enable them to discharge their duties for which they are employed. **3.0 OBJECTIVE** The objective of this policy is to provide for and maintain a conducive all-inclusive work environment which is free from any discrimination and harassment. The policy focuses on facilitating Diversity in the workplace and enabling inclusiveness such that the productivity, collaboration, engagement and decision making can be enhanced. The policy aims at: • Creating fair practices which eliminate discrimination • Promoting behaviors that prevent harassment in the workplace • Laying down transparent processes of selection, promotion and grievance handling • Ensuring equitable access to opportunities and facilities **4.0 APPLICABILITY** The policy shall be applicable to all employees of EIL. The policy shall be subject to applicable rules and guidelines of the Company.

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#### **4 of 3 EQUAL OPPORTUNITY POLICY 5.0 ROLE AND RESPONSIBILITIES**

**5.1 Employees:** Each employee shall be responsible for respecting the personal dignity of their fellow employees and treating each other with respect. No employee shall discriminate or engage in harassment of any other employee for any reason whatsoever. **5.2 HOD/ In-charge:** All Heads of the Division/ In-charge shall maintain a healthy atmosphere at the workplace that promotes equal opportunity and discourages discrimination in any form. Within the overall organizational requirements, they shall also make efforts to provide such job responsibilities to Persons with Disabilities wherein their skills can be adequately utilised. The HODs/ In-charges shall also take responsibility to resolve complaints of discrimination in any form that are brought to their attention and treat all grievances raised with sensitivity and in a fair manner. **5.3 Employer:** **5.3.1 Identification of Post:** HR Core shall identify suitable posts for recruitment of Persons with Disabilities in compliance with the provisions of the RPwD Act, 2016 in the matters of reservation as laid down under the Act and Govt Guidelines as notified from time to time after considering the nature of job/ work. Reservation, relaxation and concessions will be

provided to persons with disabilities in terms of the directives/ instructions issued by Govt. of India from time to time. 5.3.2 Reservation: As per Section 34 (1) of the Act, as modified from time to time, EIL shall appoint not less than four percent of the total number of vacancies in the cadre strength in each group of posts meant to be filled with persons with benchmark disabilities. One percent each shall be reserved for person with bench mark disability under clause a,b,c and one percent under clause d and e as per below. a) Blindness and Low Vision b) Deaf and Hard of Hearing c) Locomotor Disability including cerebral palsy, leprosy cured, dwarfism, acid attack victims and muscular dystrophy d) Autism, intellectual disability, specific learning disability and mental illness e) Multiple disabilities from amongst persons under (a) to (d) above including deaf-blindness in the post identified for each disabilities

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Rev. 1 Copyrights EIL – All rights reserved Document No. 9-8842-0006 Page 5 of 3 EQUAL OPPORTUNITY POLICY The reservation in promotion shall

be in accordance with the Govt. instructions from time to time. 5.3.3 Selection Process: HR Department shall ensure that selection process is merit based and suitable relaxations and concessions as prescribed under the Act are extended to Persons with Disabilities. The department shall further ensure that the manner of selection of Persons with Disabilities is fair. While conducting any written/online examination or any other test, specific needs of Persons with Disabilities should be suitably accommodated including allowing a scribe. 5.3.4 Post Recruitment

Training: Training Division shall provide necessary training to person with disabilities to enable them to carry out their jobs effectively. It shall be the responsibility of the concerned Head of the Department to nominate Persons with Disabilities to various training from time to time as deemed fit for development of their skill sets. The decision of Training Division shall be final. 5.3.5 Maintenance of Records: The HR Department shall further ensure that all reports and returns required are timely submitted to the appropriate authorities and documents and registers are regularly updated and maintained in the formats as prescribed. 5.3.6 Appointment of Liaison Officer: A senior officer shall be appointed as Liaison Officer for Persons



with Disabilities. He shall fulfil all responsibilities as laid down in this regard. 5.3.7. Grievance Redressal Officer: A senior officer shall be appointed as Grievance Redressal Officer. The officer so appointed shall undertake responsibilities as laid down under Rule 10 of the Central Rule formed in this regard. 0.10.111.47#78494953#22-08-2022 16:25:53 Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 9-8842-0006 Page 6 of 3 EQUAL OPPORTUNITY POLICY Any persons aggrieved with non-compliance of section 20 of the Act, may file a complaint with Grievance Redressal Officer, who shall investigate in a time bound manner and shall take up with the concerned Department for corrective action. 6.0 ASSISTIVE DEVICES AND BARRIER FREE ENVIRONMENT: 6.1 All offices/installations/facilities shall comply with standards relating to physical environment and put in place appropriate procedures and systems to ensure a barrier free accessible environment for Persons with Disabilities. Depending on the type and extent of disabilities of persons posted at locations, an illustrative list of efforts that can be undertaken (keeping in view technical feasibility, justifiability and reasonability) to meet the aforesaid objective is given below: a) Ramps at the entrance of the building b) Convenient parking space c) Accessible toilets for both genders d) Hand rails on staircase and ramps e) Proper signage and floor layout related to facilities such as Pantries, Washroom, Exit, Elevators etc. f) Auditory signals in elevators g) Voice Interactive Keyboards for visually impaired 7.0 COMMUNICATION OF THE POLICY The Equal Opportunity Policy shall be published in EIL's Employees Portal for information and transparency in matters related to Persons with Disabilities.

- Performance management system: EIL has a transparent performance management system that rewards employees for meeting corporate goals. The system also recognizes individual contributions and team efforts.

**EQUAL OPPORTUNITY POLICY 1.0 TITLE** The policy shall be called “Equal Opportunity Policy in EIL” as mandated under Section 21 of the Rights of Persons with Disabilities Act, 2016. **2.0 PREAMBLE** Engineers India Limited

is a fair employer and believes in diversity and inclusiveness. The Policy aims to elucidate its commitment towards providing equal opportunity to all including differently abled persons in employment without any discrimination and creating a conducive work environment for all to harness their skills and knowledge and give equal opportunity to grow together. The Rights of Persons with Disabilities Act, 2016 has been enacted by the Parliament. Under Section 21 of the Act, every establishment is required to notify equal opportunity policy detailing measures proposed to be taken by EIL. The Equal Opportunity Policy in EIL is in accordance with the provisions of The Rights of Persons with Disabilities Act, 2016. Equal Opportunity & non-discrimination means EIL shall provide equal opportunity to differently abled persons for employment in all positions where they can be employed and to provide them with necessary facilities and amenities to enable them to discharge their duties for which they are employed.

**3.0 OBJECTIVE** The objective of this policy is to provide for and maintain a conducive all-inclusive work environment which is free from any discrimination and harassment. The policy focuses on facilitating Diversity in the workplace and enabling inclusiveness such that the productivity, collaboration, engagement and decision making can be enhanced. The policy aims at:

- Creating fair practices which eliminate discrimination
- Promoting behaviors that prevent harassment in the workplace
- Laying down transparent processes of selection, promotion and grievance handling
- Ensuring equitable access to opportunities and facilities

**4.0 APPLICABILITY** The policy shall be applicable to all employees of EIL. The policy shall be subject to applicable rules and guidelines of the Company.

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**EQUAL OPPORTUNITY POLICY**

**5.0 ROLE AND RESPONSIBILITIES**

**5.1 Employees:** Each employee shall be responsible for respecting the personal dignity of their fellow employees and treating each other with respect. No employee shall discriminate or engage in harassment of any other employee for any reason whatsoever.

**5.2 HOD/ In-charge:** All Heads of the Division/ In-charge shall maintain a healthy atmosphere at the

workplace that promotes equal opportunity and discourages discrimination in any form. Within the overall organizational requirements, they shall also make efforts to provide such job responsibilities to Persons with Disabilities wherein their skills can be adequately utilised. The HODs/ In-charges shall also take responsibility to resolve complaints of discrimination in any form that are brought to their attention and treat all grievances raised with sensitivity and in a fair manner.

**5.3 Employer:**

**5.3.1 Identification of Post:** HR Core shall identify suitable posts for recruitment of Persons with Disabilities in compliance with the provisions of the RPwD Act, 2016 in the matters of reservation as laid down under the Act and andGovt Guidelines as notified from time to time after considering the nature of job/ work. Reservation, relaxation and concessions will be provided to persons with disabilities in terms of the directives/ instructions issued by Govt. of India from time to time.

**5.3.2 Reservation:** As per Section 34 (1) of the Act, as modified from time to time, EIL shall appoint not less than four percent of the total number of vacancies in the cadre strength in each group of posts meant to be filled with persons with benchmark disabilities. One percent each shall be reserved for person with bench mark disability under clause a,b,c and one percent under clause d and e as per below.

a) Blindness and Low Vision b) Deaf and Hard of Hearing c) Locomotor Disability including cerebral palsy, leprosy cured, dwarfism, acid attack victims and muscular dystrophy d) Autism, intellectual disability, specific learning disability and mental illness e) Multiple disabilities from amongst persons under (a) to (d) above including deaf-blindness in the post identified for each disabilities

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Rev. 1 Copyrights EIL – All rights reserved Document No. 9-8842-0006 Page 5 of 3 EQUAL OPPORTUNITY POLICY

The reservation in promotion shall be in accordance with the Govt. instructions from time to time.

**5.3.3 Selection Process:** HR Department shall ensure that selection process is merit based and suitable relaxations and concessions as prescribed under the Act are extended to Persons with Disabilities. The department shall further ensure that the manner of selection of Persons with Disabilities is fair. While conducting any written/online examination or any other test,

specific needs of Persons with Disabilities should be suitably accommodated including allowing a scribe. 5.3.4 Post Recruitment Training: Training Division shall provide necessary training to person with disabilities to enable them to carry out their jobs effectively. It shall be the responsibility of the concerned Head of the Department to nominate Persons with Disabilities to various training from time to time as deemed fit for development of their skill sets. The decision of Training Division shall be final. 5.3.5 Maintenance of Records: The HR Department shall further ensure that all reports and returns required are timely submitted to the appropriate authorities and documents and registers are regularly updated and maintained in the formats as prescribed. 5.3.6 Appointment of Liaison Officer: A senior officer shall be appointed as Liaison Officer for Persons with Disabilities. He shall fulfil all responsibilities as laid down in this regard. 5.3.7. Grievance Redressal Officer: A senior officer shall be appointed as Grievance Redressal Officer. The officer so appointed shall undertake responsibilities as laid down under Rule 10 of the Central Rule formed in this regard. 0.10.111.47#78494953#22-08-2022 16:25:53 Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 9-8842-0006 Page 6 of 3 EQUAL OPPORTUNITY POLICY Any persons aggrieved with non-compliance of section 20 of the Act, may file a complaint with Grievance Redressal Officer, who shall investigate in a time bound manner and shall take up with the concerned Department for corrective action. 6.0 ASSISTIVE DEVICES AND BARRIER FREE ENVIRONMENT: 6.1 All offices/installations/facilities shall comply with standards relating to physical environment and put in place appropriate procedures and systems to ensure a barrier free accessible environment for Persons with Disabilities. Depending on the type and extent of disabilities of persons posted at locations, an illustrative list of efforts that can be undertaken (keeping in view technical feasibility, justifiability and reasonability) to meet the aforesaid objective is given below: a) Ramps at the entrance of the building b) Convenient parking space c) Accessible toilets for both genders d) Hand rails on staircase and ramps e) Proper signage and floor layout related to facilities such as Pantries, Washroom, Exit, Elevators etc. f) Auditory signals in elevators g) Voice Interactive

**Keyboards for visually impaired 7.0 COMMUNICATION OF THE POLICY** The Equal Opportunity Policy shall be published in EIL's Employees Portal for information and transparency in matters related to Persons with Disabilities.

- **Employee engagement surveys:** EIL conducts employee engagement surveys to better understand their employees and make improvements.

**EIL believes in creating the best opportunities for its employees to enable them to reach their full potential. It has an enabling environment to ensure professional development and career growth of its people.**

**Exposure of working in challenging & enriching projects – With an impressive record of over 5000 assignments, EIL provides an excellent opportunity to the freshly qualified students as well as experienced professionals to contribute in prestigious projects and work in a range of industries both in India and in the global arena**

**The organisation goals are percolated to the employees through a well-structured performance planning process aligned with Performance Contracts of respective functions**

**A robust and transparent Performance Management system is in place which enables fostering a performance based culture**

**Recognition of individual contribution as well as team efforts of Young Talent, Functional Experts, Innovators and Supporting Staff**

**Mentorship & Coaching programs provide guidance to employees so that they can continually improve their professional skills and enhance their personal brand.**

**Ongoing skill development through planned job rotation to sharpen the skill sets**

**Opportunity to work in multidisciplinary Task Forces enhancing relevant multi-disciplinary experience as well interpersonal and collaborative skills**

**Open Communication Channels and absence of Hierarchical Barriers**

**Career spanning from Learning to Leadership**

***See how EILians are transforming Dreams into Reality***

## **LIFE AT EIL**

**At EIL, we understand the importance of a healthy work-life balance and hence provide our employees them with many avenues both within and outside the Organisation such as:**

**Modernized gymnasium within office premises, trekking Clubs, participation in tournaments to promote healthy lifestyle of the employees.**

**Organisation of various events like Annual Sports Day, Women's Day, Foundation Day etc strengthening the bond amongst employees.**

**Competitions and suitable rewards on occasions like Hindi Pakhwada, Environment Day, Vigilance Awareness Week for employees and family members infusing belongingness.**

**Supportive role in Health & Safety by way of medical facilities to its employees and family, regular health-check-ups, insurance schemes, Post-retirement medical coverage for the employees.**

**Employee Engagement Surveys to feel the pulse of the employees and bring in better alignment.**

- **Health and safety:** EIL offers medical facilities, regular health check-ups, insurance schemes, and post-retirement medical coverage for employees and their families.
- 
- **Events:** EIL organizes events like Annual Sports Day, Women's Day, and Foundation Day to strengthen employee bonds.
- 
- **Code of conduct:** EIL has a code of conduct for preventing insider trading.
- 
- **Conduct rules:** EIL's conduct rules prohibit employees from giving or taking dowry.

**THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES 1.0 SHORT TITLE, COMMENCEMENT & APPLICATION 1.1 These Rules may be called the Engineers India Limited (Conduct) Rules, 1971. 1.2 They shall come into force with effect from January 1, 1971. 1.3 Save as otherwise provided in these rules, these rules shall apply to every person appointed to a post in connection with the affairs of the Company. Provided that nothing in these rules shall apply to any employee who is a Central/State Government servant or any employee of a quasi - Government or autonomous body, employed in the Company on deputation/Foreign Service, who shall continue to be governed by the Conduct Rules applicable to him in his parent office. Provided further that an employee whose services are placed by the Company at the disposal of the Central Government, a State Government, a public/private sector organization or a local authority, shall, for the purposes of these Rules, be deemed to be serving under**

the Company notwithstanding that his salary is drawn from a source other than the funds of the Company. 2.0 DEFINITIONS AND CLASSIFICATION OF POSTS 2.1

Definitions: In these rules, unless the context otherwise requires: (a) "Company" means Engineers India Limited; (b) "Employee" means any person appointed by the Company to any post in connection with the affairs of the Company and shall include, in relation to sub-rule 15.5, a person, who ceases to be in the service of the Company on attaining the age of superannuation/retirement and who has not completed a period of two years from the date of his superannuation/retirement.

(c) "Members of family" in relation to an employee includes - (i) the wife or husband, as the case may be, of the employee, whether residing with the employee 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) son or daughter or step-son or step-daughter of the employee and wholly dependent on him but does not include a child or step-child who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law; (iii) any other person related, whether by blood or marriage, to the employee or to the employee's wife or husband, and wholly dependent on the employee. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 4 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER

CONDITIONS OF SERVICE RULES d) "Prescribed Authority" means - (i) The Government of India in the case of the Chairman and Managing Director; (ii) the Chairman and Managing Director, in the case of employees holding Class I posts; and (iii) The Manager (HR) or any other officer as may be prescribed by the Chairman & Managing Director, from time to time, in the case of other employees.

2.2 Classification of posts 2.2.1 For the purpose of these rules, the posts under

the Company shall be classified as under: (a) Employees holding posts equal to Level 12 & above Class I (b) Employees holding posts equal to Level 7, 8, 9 & 10 Class II (c) Employees holding posts equal to Level 3 to 6 Class III (d) Employees

holding posts at Levels 1 & 2 Class IV 3.0 GENERAL 3.1 Every employee shall at all times - (i) maintain absolute integrity; (ii) maintain devotion to duty: and (iii) do nothing which is unbecoming of an employee. 3.2 (i) Every employee 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. (ii) No



employee shall, in the performance of his official duties or in the exercise of powers conferred on him, act otherwise than in his best judgment except when he is acting under the direction of his official superior. He shall, where he is acting under such direction, obtain the direction in writing, wherever practicable, and where it is not practicable to obtain the direction in writing, he shall obtain written confirmation of the direction as soon thereafter as possible. Explanation: Nothing in clause (ii) of sub-rule 3.2 shall be construed as empowering an employee to evade his responsibilities by seeking instructions from, or approval of, a superior officer of authority when such instructions are not necessary under the scheme of distribution of powers and responsibilities. Template No.

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1.73.42.0011.01.00 Page 5 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES 4.0 EMPLOYMENT OF NEAR RELATIVES OF EMPLOYEES IN PRIVATE UNDERTAKINGS ENJOYING COMPANY'S PATRONAGE 4.1 No employee shall use his position of influence directly or indirectly to ensure employment for any member of his family in any private undertaking having relations with the Company. 4.2 (i) No employee shall, except with the previous sanction of the Company, permit his son, daughter or other dependent to accept employment in any private undertaking with which he has official dealings or any other undertaking having official dealing with the Company; Provided that where the acceptance of the employment cannot await prior permission of the Company or is otherwise considered urgent, the matter shall be reported to the Company; and the employment may be accepted provisionally subject to the permission of the Company. NOTE : Whenever a proposal arises for the award of a contract of exercise of patronage in favour of any firm in which a son, daughter or dependent of an officer is employed, this fact should be declared by the officer concerned and he should thereafter desist from dealing with the case himself. In such circumstances, a recommendation should be made that the case should be decided by another officer of equivalent or superior standing. (ii) An employee shall, as soon as he becomes aware of the acceptance by a member of his family of an employment in any private undertaking, intimate such acceptance to the prescribed authority and shall also intimate whether he has or has had any official dealings with that undertaking; Provided that no such intimation shall be

necessary in the case of an employee holding a class I post if he has already obtained the sanction of, or sent a report to, the Company under clause (i). 4.3 No employee shall, in the discharge of his official duties, deal with any matter or give or sanction any contract to any undertaking or any other person if any member of his family is employed in that undertaking 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 contract shall thereafter be disposed of according to the instructions of the authority to whom the reference is made. 5.0 TAKING PART IN POLITICS AND ELECTIONS 5.1 It shall be the duty of every employee to endeavor to prevent any member of his family from taking part in, subscribing in aid of or assisting in any other manner, any movement or activity which is, or tends directly or indirectly to be, subversive of the Government as by law established and where an employee is unable to prevent a Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 6 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES member of his family from taking part in, or subscribing in aid of or assisting in any other manner, any such movement or activity, he shall make a report to that effect to the Company. 5.2 If any question arises whether any movement or activity falls within the scope of subrule 5.1, the decision of the Company thereon shall be final. 5.3 No employee shall canvass or otherwise interfere with, or use his influence in connection with or take part in an election to any legislature or local authority: Provided that - (i) an employee qualified to vote at such election may exercise his right to vote, but where he does so, he shall give no indication of the manner in which he proposes to vote or has voted; (ii) an employee shall not be deemed to have contravened the provisions of this subrule by reason only that he assists in the conduct of an election in the due performance of a duty imposed on him by or under any law for the time being in force. 5.4 No employee - (a) shall be an office-bearer of any political party, or any organisation which takes part in politics. (b) shall take part in, subscribe in aid of, or assist in any other manner, any movement, agitation, demonstration or activity of a political nature. Explanations: (1) The display by an employee on his person, vehicle or residence, of any electoral symbol shall amount to using his influence in connection with an

election within the meaning of this sub-rule. (2) The proposing/seconding of the nomination of a candidate at an election or acting as a polling agent by an employee shall constitute a breach of this subrule. NOTE : Section 134-A of the Representation of the People Act, 1951, is reproduced below: "134-A Penalty for Government servants for acting as election agent, polling agent or counting agent. If any person in the service of the Government acts as an election agent or a polling agent or a counting agent of a candidate at an election, he shall be punishable with imprisonment for a term which may extend to three months, or with fine, or with both." Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 7 of 62

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**6.0 JOINING OF ASSOCIATIONS BY EMPLOYEES**

**6.1** No employee shall join, or continue to be a member of an association the objects or activities of which are prejudicial to the interests of the sovereignty and integrity of India or public order or morality.

**7.0 DEMONSTRATION AND STRIKES**

**7.1** No employee shall - (i) engage himself or participate in any demonstration which is prejudicial to the interests of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality, or which involves contempt of court, defamation or incitement to an offence or which will affect the standing or reputation of the Company; or (ii) resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to his service or the service of any other employee. Explanation: 'Strike' means refusal to work or stoppage or slowing down of work by a group of employees acting in combination and includes but is not limited to - (a) mass abstention from work without permission (which is wrongly described as "mass casual leave"); (b) refusal to work overtime where such overtime work is necessary in the public interest; (c) resort to practices or conduct which is likely to result in, or results in, the cessation or substantial retardation of work. Such practices would include what are called 'go-slow', 'sit-down', 'pen-down', 'stay-in', 'token', 'sympathetic' or any other similar strike; absence from work for participation in a 'bandh' or any similar movements.

**8.0 CONNECTION WITH PRESS OR RADIO**

**8.1** No employee shall, except with the previous sanction of the Company, own wholly or in part, or conduct or participate in the editing or management of, any newspaper or other

periodical publication. 8.2 No employee shall, except with the previous sanction of the prescribed authority or except in the bona fide discharge of his duties, participate in a radio broadcast or contribute an article or write a letter to a newspaper or periodical either in own name or anonymously or pseudonymously or in the name of any other person; Template No. 5-0000-0001-T2 Rev. 1

Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 8 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES Provided that no such sanction shall be required if such contribution, broadcast or writing is of a purely literary, artistic or scientific character. 9.0 CRITICISM OF

GOVERNMENT/COMPANY 9.1 No employee shall, in any radio broadcast or in any document published in his own name or anonymously, pseudonymously or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion - (i) which has the effect of an adverse criticism of any current or recent policy or action of the Company or the Central Government or a State Government; (ii) which is capable of embarrassing the relations between the Central Government and the Government of any State or between the Company and its client/associate; or (iii) which is capable of embarrassing the relations between the Central Government and the Government of any foreign State or between the Company and its foreign collaborator;

Provided that nothing in this rule shall apply to any statements made or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him. 10.0 EVIDENCE BEFORE A COMMITTEE OR ANY OTHER AUTHORITY 10.1 Save as provided in sub-rule 10.3, no employee shall,

except with the previous sanction of the Company, give evidence in connection with any inquiry conducted by any person, committee or authority. 10.2 Where any sanction has been accorded under sub-rule 10.1, no employee giving such evidence shall criticise the policy or any action of the Central Government or of a State Government or of the Company. 10.3 Nothing in this rule shall apply to - (a) evidence given at an inquiry before an authority appointed by the Government, Parliament, a State Legislature or the Company; (b) evidence given in any judicial inquiry; or (c) evidence given in any departmental inquiry ordered by authorities subordinate to the Central/State Government or by the Company. 11.0

UNAUTHORISED COMMUNICATION OF INFORMATION 11.1 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 Template No.

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SERVICE RULES information to any employee or any other person to whom he is not authorised to communicate such document or information. Explanation:

Quotation by an employee (in his representations to the Head of

Office/Department or the Chief Executive of the Company or the Board of

Directors of the Company or the Administrative Ministry or the President) of or

from any letter, circular or office memorandum, or from the notes on any file, to

which he is not authorized to have access, or which he is not authorized to keep

in his personal custody or for personal purposes, shall amount to unauthorized

communication of information within the meaning of this rule. 12.0

**SUBSCRIPTIONS 12.1** No employee shall, except with the previous sanction of

the Company or of the prescribed authority, ask for or accept contributions to, or

otherwise associate himself with the raising of, any funds or other collections in

cash or in kind, in pursuance of any object whatsoever. 13.0 **GIFTS 13.1** Save as

otherwise provided in these rules, no employee shall accept, or permit any

member of his family or any person acting on his behalf to accept any gift.

Explanation: The expression "gift" shall include free transport, board, lodging or

other service or any other pecuniary advantage when provided by any person

other than a near relative or personal friend having no official dealing with the

employee. **NOTES:** (1) A casual meal, lift or other special hospitality shall not be

deemed to be a gift. (2) An employee shall avoid accepting lavish hospitality or

frequent hospitality from any individual having official dealings with him or from

industrial or commercial firms, organisations, etc. (3) While employees may

accept gifts of trifling value purchased out of contributions from the members of

staff, on the occasion of their retirement or transfer, expensive gifts so purchased

should not be accepted on the occasion of transfer but may be accepted on the

occasion of retirement with the prior permission of the Company. (4) Employees

are forbidden to give or take or abet the giving or taking of dowry which, under

the Dowry Prohibition Act, 1961, means, generally speaking, any property or

valuable security as agreed to be given, directly or indirectly, by one party to a marriage to the other party to the Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 10 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES marriage as consideration for the marriage. The presents made at the time of marriage to either party to the marriage in the form of cash, ornaments, clothes or other articles are not deemed to be dowry unless they are made as consideration for the marriage, and the receipt of such presents by the employees from the relatives, personal friends or others will be regulated by sub-rules 13.2 to 13.4 below. (5) Employees are prohibited from accepting, from any Indian airline or those foreign airlines with which they have official dealings, invitations to themselves and/or the members of their families to participate, free of cost, in their inaugural flights, as such invitations amount to 'gifts', vide Explanation below sub-rule 13.1 above. (6) Employees are advised not to approach their subordinates for standing surety for loans taken from private sources either by them or their relatives or friends. (7) Acceptance of free board/lodging/travel from the Company's client or a prospective client without the knowledge of the prescribed authority and a specific mention to this effect in the employee's expense report shall be amount to violation of this sub-rule. (8) Acceptance of facilities for training abroad offered by foreign firms as part of aid programmes or as part of an agreement or contract entered into by the Government or the Company or its client associate with a foreign organisation shall not amount to a violation of this sub-rule. 13.2 On occasions, such as weddings, anniversaries, funeral or religious functions, when the making of a gift is in conformity with the prevailing religious or social practice, an employee may accept gifts from his near relatives but he shall make a report to the Company if the value of any such gift exceeds - (i) Rs.500/- in the case of an employee holding any Class I or Class II post; (ii) Rs.250/- in the case of an employee holding any Class III post; and (iii) Rs.100/- in the case of an employee holding any Class IV post. 13.3 On such occasions as are specified in sub-rule 13.2, an employee may accept gifts from his personal friends having no official dealings with him but he shall make a report to the Company if the value of any such gifts exceeds - (i) Rs.200/- in the case of an employee holding any Class I or Class II post; (ii) Rs.100/- in the case



of an employee holding any Class III post; and (iii) Rs.50/- in the case of an employee holding any Class IV post. 13.4 In any other case, an employee shall not accept any gift without the sanction of the Company if the value thereof exceeds - (i) Rs.75/- in the case of an employee holding any Class I or Class II post; and (ii) Rs.25/- in the case of an employee holding any Class III or Class IV post. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 11 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES NOTE: The provisions of Sub-rule 13.0 shall also be read in conjunction with the provisions of Circular Nos. 61/76, 64/78 and 799.308 dated 29.11.80 (Annexure-V, VI and VII. respectively-copies enclosed) 14.0 PUBLIC DEMONSTRATION IN HONOUR OF EMPLOYEE 14.1 No employee shall, except with the previous sanction of the Company, receive any complimentary or valedictory address or accept any testimonial or attend any meeting or entertainment held in his honour or in the honour of any other employee except the following: (i) a farewell entertainment of a substantially private and informal character on behalf of the Company, held in honour of an employee or any other employee on the occasion of his retirement or transfer or any person who has recently quit the service of the Company; or (ii) the acceptance of simple and inexpensive entertainment arranged by public bodies or institutions. NOTE : Exercise of pressure or influence of any sort on any employee to induce him to subscribe towards any farewell entertainment, even if it is of a substantially private or informal character, is forbidden. 15.0 PRIVATE TRADE OR EMPLOYMENT 15.1 No employee shall, except with the previous sanction of the Company, engage directly or indirectly in any trade or business or negotiate for 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; but he shall not undertake or shall discontinue work, if so directed by the Company; Explanation: Canvassing by an employee in support of the business of insurance agency, commission agency, etc., owned or managed by his wife or any other member of his family, shall be deemed to be a breach of this sub-rule. 15.2 Every employee shall report to the Company if any member of his family is engaged in a trade or

business or owns or manages an insurance agency or commission agency. 15.3 No employee shall, without the previous sanction of the Company, 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

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CONDITIONS OF SERVICE RULES under the Companies Act, 1956 (1 of 1956) or any other law for the time being in force or any co-operative society for commercial purposes: Provided that an employee may take part in the registration, promotion or management of a cooperative society substantially for the benefit of employees, registered under the Cooperative Societies Act, 1912 (2 of 1912) or any other law for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860) or any corresponding law in force. 15.4 No employee may accept any fee for any work done by him for any public body or any private person without the prior sanction of the prescribed authority. 15.5 Post Retirement Employment [1] 15.5.1 Appointees at the Board level on retirement shall not accept any appointment or post, whether advisory or administrative, in any firm or Company, whether Indian or foreign, with which the Company has or has had business relations, within one year from the date of retirement without prior approval of the Government. The term retirement includes resignation, but not the case of those whose term of appointment was not extended by Government for reasons other than proven misconduct. The term 'business relations' includes 'official dealings' as well. A bond shall be secured from Board appointees at the time of employment/resignation/ retirement for an amount equivalent to the basic pay drawn during the last six months of his/her tenure or Rs 10 (Ten) lakhs, whichever is more. The specimen proforma of the Bond is enclosed as per Annexure IX. 16.0 INVESTMENT, LENDING AND BORROWING 16.1 No employee shall speculate in any stock, share or other investment. Explanation: Frequent purchase or sale or both of shares, securities or other investments shall be deemed to be speculation within the meaning of this sub-rule. 16.2 No employee shall make, or permit any member of his family or any person acting on his behalf to make any investment, including purchase of shares out of the quota reserved for friends and associates



of the Directors of the Company, which is likely to embarrass or influence him in the discharge of his official duties. 16.3 If any question arises whether any transaction is of the nature referred to in sub-rule 16.1 or sub-rule 16.2 the decision of the Company thereon shall be final. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 13 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES 16.4 (i) No employee shall, save in the ordinary course of business with a bank or public limited company, either himself or through any member of his family or any other person acting on his behalf - (a) lend or borrow or deposit money, as a principal or an agent, to, or from, or with, any person, or firm or private limited company within the local limits of his authority or with whom he is likely to have official dealings or otherwise place himself under any pecuniary obligation to such person or firm or private limited Company. or (b) lend money to any person at interest or in a manner whereby return in money or in kind is charged or paid: Provided that an employee may give to, or accept from, a relative or a personal friend, a purely temporary loan of a small amount free of interest, or operate a credit account with a bonafide tradesman or make an advance of pay to his private employee: Provided further that nothing in this sub-rule shall apply in respect of any transaction entered into by an employee with the previous sanction of the Company. (ii) When an employee is appointed or transferred to a post of such nature as would involve him in the breach of any of the provisions of sub-rule 16.2 or sub-rule 16.4, he shall forthwith report the circumstances to the prescribed authority and shall thereafter act in accordance with such order as may be made by such authority. 17.0 INSOLVENCY AND HABITUAL INDEBTEDNESS 17.1 An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee against whom any legal proceeding is instituted for the recovery of any debt due from him or for adjudging him as an insolvent shall forthwith report the full facts of the legal proceedings to the Company. NOTE: The burden of proving that the insolvency or indebtedness was the result of circumstances which with the exercise of ordinary diligence, the employee could not have foreseen, or over which he had no control and had not proceeded from extravagant or dissipated habits, shall be upon the employee. 17.2 Sexual harassment of female employee: 17.2.1 An employee shall

: (a) strictly refrain from sexual harassment of any female employee; (b) endeavour to prevent and deter the commission of acts of sexual harassment in work place. 17.3 An employee shall, as soon as any incidence of sexual harassment comes to his / her knowledge, take all steps necessary and reasonable to assist the affected person in terms of support and preventive action and report the matter to his official superior. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 14 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES NOTE: Without prejudice to the generality of the terms 'SEXUAL HARASSMENT' the following acts shall be treated as sexual harassment: 1. Physical contact and advances; 2. A demand or request for sexual favours; 3. Showing pornography; 4. Any other unwelcome physical, verbal and non-verbal Conduct of sexual nature.

**18.0 MOVEABLE, IMMOVABLE AND VALUABLE PROPERTY** 18.1 (a) Every employee, on his first appointment after the date of issue of this sub-rule, or who is in service on the date of issue of this sub-rule, shall submit a return of his assets and liabilities, on the forms prescribed in the schedule (Annexure-VI) and enclosed therewith, giving the full particulars regarding: (i) 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 other person. (ii) shares, debentures and cash including bank deposits inherited by him or similarly owned, acquired or held by him; (iii) other movable property inherited by him or similarly owned, acquired or held by him; and (iv) debts and other liabilities incurred by him directly or indirectly. NOTES: (1) In all returns, the values of items of movable property worth less than Rs.2000/- may be added and shown as lumpsum. The value of articles of daily use, such as clothes, utensils, crockery, books etc., need not be included in such returns. (2) Sub-rule (1) shall not ordinarily apply to employees holding Class IV posts but the Company may direct that it shall apply to any such employee or class of such employees. (b) (i) The first return in respect of an employee on his first appointment shall be as on the date of such appointment and shall be submitted within three months from that date, and every such return, after the first, shall be submitted as on, and by, the date specified in clause (c) in respect of returns after the first return: (ii) Provided that if the interval between the date of submission of the first return and the date

on which a subsequent return is due is less than six months, the later return need not be submitted. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 15 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (iii) The first return in respect of every employee who is in service on the date of issue of this sub- rule shall be as on December 31, 1972 and shall be submitted on or before March 31, 1973. (c) Every employee shall submit such return of immovable property as on 31st day of December, once in every two years, on or before 31st March of the year immediately following the year to which the return relates. 18.2 No employee shall, except with the previous knowledge of the prescribed 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; Provided that the previous sanction of the prescribed authority shall be obtained by the employee if any such transaction is - (i) with a person having official dealing with the employee; OR (ii) Otherwise than through a regular or reputed dealer. NOTE : Before starting construction of a house or undertaking repairs or minor construction work estimated to cost over Rs.10,000/-, an employee should report to or seek permission/ sanction, as the case may be, from the prescribed authority by submitting an application on form at Annexure-II and after completion of the house/repairs/minor construction, should report to the prescribed authority on the form at Annexure-III. The details in the form at Annexure-II should be furnished whenever it is possible to do so. Where, however, it is not possible to furnish these details, the employee concerned should mention the covered area on which the building is proposed to be erected and the estimated cost of the building, or similar details in respect of the proposed repair/minor construction. 18.3 Where an employee enters into a transaction in respect of movable property either in his/her own name or in the name of a member of his/her family, he shall, within one month from the date of such transaction, report the same to the prescribed authority, if the value of such property exceeds two month's basic pay of the employee. [2] Provided that the previous sanction of the prescribed authority shall be obtained if any such transaction is - (i) with a person having official dealings with the employee; OR (ii) otherwise than through a regular or reputed dealer. NOTES: (1) The provisions in

sub-rules 18.2 and 18.3 regarding entering into transactions relating to immovable and movable property with the previous sanction of the prescribed authority should be strictly adhered to. Template No. 5-0000-0001-T2 Rev. 1

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**Purchases of items of movable property for giving presents at the time of marriage will be regulated by sub-rule 18.3 like any other transactions in movable property. (3) For selling a car or other conveyance, purchased with advance from the Company, before repayment of the advance together with the interest, in addition to obtaining the permission of the Company for the sale, previous sanction of the prescribed authority under sub-rule 18.3 should be taken when the sale of the conveyance is made otherwise than through a regular or reputable dealer or agent. 18.4 The Company or the prescribed authority may, at any time, by general or special order, require an employee to furnish, 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 Company or by the prescribed authority, include the details of the means by which or the source from which, such property was acquired. 18.5 The Company may exempt any category of employee holding Class II or Class IV posts from any of the provisions of this rule except sub-rule 18.4. No such exemption shall, however, be made without the concurrence of the Board of Directors. Explanation: For the purposes of this rule, the expression 'movable property' includes: (a) Jewellery, insurance policies the annual premia of which exceeds two month's basic pay, shares, securities and debentures.[2] (b) loans advanced by such employees whether secured or not; (c) motor cars, motor cycles, scooters, or any other means of conveyance; and (d) refrigerators, televisions, radios and radiograms.**

**NOTE :** The returns prescribed in this rule shall be treated as secret and shall, after such scrutiny as may be considered necessary, be kept in a separate file for every employee in the custody of the authority which maintains the confidential reports of the employees concerned.

**19.0 VINDICATION OF ACTS & CHARACTER OF EMPLOYEES**

**19.1 No employee shall, except with the previous sanction of the Company, have recourse to any court or to the press for the vindication of any**

official act which has been the subject matter of adverse criticism or an attack of a defamatory character. 19.2 Nothing in this rule shall be deemed to prohibit an employee from vindicating his private character or any act done by him in his private capacity, and where any action for vindicating his private character or any act done by him in private capacity is taken, the employee shall submit a report to the prescribed authority regarding such action. Template No. 5-0000-0001-T2 Rev.

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**CANVASSING OF NON-OFFICIAL OR OTHER OUTSIDE INFLUENCE 20.1** No

employee shall bring or attempt to bring any political or other influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service in the Company. 21.0 **RESTRICTION REGARDING**

**MARRIAGE 21.1** No employee : (i) shall enter into, or contract, a marriage with a person having a spouse living; and/or (ii) having a spouse living, shall enter into, or contract, a marriage with any person: Provided that the Company may permit

an employee to enter into, or contract, any such marriage as is referred to in clause (i) or clause (ii), if it is satisfied that - (a) Such marriage is permissible

under the personal law applicable to such employee and the other party to the marriage; and (b) There are other grounds for so doing. 21.2 An employee who

has married or marries a person other than of Indian Nationality shall forthwith intimate the fact to the Company. NOTE: Persons entering the Company's service after the promulgation of these rules shall be required to give a declaration on the form at Annexure-IV. 22.0 **CONSUMPTION OF INTOXICATING DRINKS AND**

**DRUGS 22.1** An employee shall - (a) 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; (b) 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; (c) refrain from consuming any intoxicating drink or drug in a public place. (d) not appear in a public place in a state of intoxication; and (e) not habitually use any intoxicating drink or drug to excess. Explanation: For the purpose of this rule, 'public place' means any place or premises (including a conveyance) to which the public have, or are permitted to have, access, whether on payment or otherwise. NOTE:

According to the Government's programme of Prohibition, drinking in public

places should cease and, accordingly, alcoholic beverages should not be served

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CONDITIONS OF SERVICE RULES in hotels, restaurants, clubs, etc. and at public

receptions. However, considering that liquor may have to be served in parties

attended by foreigners, certain relaxations as under have been allowed: (a) Liquor

may be served in parties hosted in honour of foreigners, provided the number of

invitees does not exceed 100 and necessary permits are obtained from the

Deputy Commissioner/District Magistrate concerned. (b) Serving of drinks to

foreigners in bars or special rooms earmarked for the purpose in hotels and

restaurants approved by the Ministry of Tourism and Civil Aviation may be

permitted. In such approved hotels, there may not also be objection to serving of

beer both to foreigners and Indians, but the facility of serving wine in dining

rooms should be restricted to foreigners only. (c) Clubs may be permitted to

serve drinks in their bar rooms only. Beer may, however, be permitted to be

served anywhere within the club precincts. (d) Alcoholic beverages may be

permitted to be served in official parties hosted by the Government agencies in

"closed lounges" (i.e., lounges/halls of hotels and clubs exclusively reserved or

taken on hire to entertain a select number of invitees) in hotels, clubs, etc., where

important foreign visitors are required to be entertained. The above Programme

enjoins that there should be an absolute ban on serving of alcoholic beverages to

children below the age of 18 years. These provisions may be kept in view in the

matter of serving of liquor in parties etc. arranged on behalf of the Company. 23.0

PUBLICATION OF BOOKS AND ARTICLES BY THE COMPANY'S EMPLOYEES 23.1

No employee shall publish a book or an article (except in the Company' journals)

without obtaining prior written permission of the Company. 23.2 An employee

desirous of publishing a book etc. will make an application to the Company

seeking permission for publication, normally two months in advance of the

intended date of publication. The application will be submitted through proper

channel and will contain the following particulars: (a) Title of the book/article (b)

Whether the book/article is proposed to be published (i) under the author's own

arrangements, or (ii) through a publisher/in a journal. (c) If mode of publication is

as at (b) (ii), (i) Name of publisher/journal (ii) Terms of publication (d) Whether the



effort is aided by the knowledge acquired by the employee in the course of his service in the Company. (e) Any other relevant information. The application will be accompanied by: Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 19 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (A) a declaration to the effect that no work connected with the proposed publication will be undertaken during working hours and that the undertaking of such work outside working hours will not, directly or indirectly, adversely affect the employee's official work; and (B) three copies of the manuscript. 23.3 The employee's request will be examined by an appropriate committee constituted by the Company for the purpose. In examining the request the committee will take into account all relevant aspects, in particular (i) whether the text contains anything prejudicial to the interests of the Company, and (ii) whether, and if so, to what extent, the author has been aided by the knowledge acquired by him in the course of his service in the Company. The Committee will thereafter make recommendations to the management indicating (a) whether the text contains anything prejudicial to the interests of the Company, and if so, what deletions/modifications are called for before publication; (b) whether the effort reveals the author's scholarly study of the subject, and whether, and if so, to what extent, the author has been aided by the knowledge acquired by him in the course of his service in the Company; and (c) whether the permission sought can be given, and if so, what conditions, if any, need be stipulated. 23.4 Income (royalty/remuneration) from the publication will be dealt with as under: (A) Where the Company accepts (i) that the effort reveals the author's scholarly study of the subject, and (ii) that he has not been substantially aided by the knowledge acquired by him in the course of his service in the Company, retention by the employee of the entire income may be permitted. (B) In other cases the following procedure will be followed: (a) From the total income in a financial year, the amounts on the following accounts will be deducted: (i) Income tax payable on the income. (ii) Incidental expenses actually incurred in connection with the publication (under various heads). (iii) Encashment value of any leave taken exclusively in connection with the publication work. (b) If the net amount arrived as at (a) above - (i) is Rs.1000/- or less, the entire amount may be retained by the employee. (ii) exceeds Rs.1000/- but does not exceed Rs.10,000/-,

one-third of the amount in excess of Rs.1000/- will be credited to the Company;

(iii) exceeds Rs.10,000/-, Rs.3000/- plus the entire amount in excess of Rs.10,000/- will be credited to the Company.

**23.5** The employee's request for permission will be considered by the management on the basis of the recommendations made by the committee (vide 23.3 above) and the Template No. 5-0000-0001-T2 Rev. 1

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decision reached will be communicated to the employee. When permission is given, the communication will - (a) stipulate that the permission is subject to the conditions (i) that no work connected with the publication will be undertaken during working hours, (ii) that such work may be undertaken outside working hours provided this does not, directly or indirectly, adversely affect the employee's official work and (iii) that if at any time the Company considers that there has been default in observing these requirements, the Company may direct the employee to discontinue the work and the employee shall comply with such direction forthwith; (b) indicate what deletion(s)/modification(s), if any, is/are to be made in the text, stipulating that the permission is subject to carrying out of the deletion(s)/ modification(s); (c) indicate whether the income is to be dealt with as at 23.4(A) or 23.4(B); (d) require, when the income is to be dealt with as at 24.4 (B) above, that the employee will render to the Company, within 3 months of the close of every financial year, particulars as per the prescribed form as per Annexure-VIII together with a cheque for the amount, if any, required to be credited to the Company; and (e) require that, after the book/article has been published, a copy thereof will be submitted to the Company together with a certificate that the book/article as published strictly conforms to the manuscript submitted to the Company together with the deletion(s)/modification(s) indicated by the Company and that no deviation whatsoever has been made therefrom.

**24.0 CONTACTS OF THE COMPANY'S EMPLOYEES WITH FOREIGN NATIONALS/MEMBERS OF FOREIGN MISSIONS/ORGANISATIONS**

**24.1** Contacts in general

**24.1.1** The Company's employees should exercise the utmost discretion in their contacts with foreign correspondents, members of foreign missions/organisations and other foreign nationals. They should scrupulously avoid any conversation likely to reveal, even inadvertently information on matters of secret nature or relating to



the Company's business. They should also avoid over-patronisation and indiscriminate and frequent acceptance of hospitality, particularly of an informal nature, from foreign nationals or Indian national employed by foreign missions.

**24.1.2** No employee, who has not been specially authorised in this behalf by the Company should meet representatives of the Press and give information. As a further safeguard, any employee who might have occasion to meet representative of the press should immediately submit a gist of the subject discussed to the Company/Ministry. In the case of foreign press correspondents or journalists, these instructions apply with greater emphasis. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 21 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES

**24.2** Private correspondence

**24.2.1** Private correspondence with foreign missions should be avoided. Similarly, no private/personal correspondence on matters of an official nature should be entered into directly with members of foreign missions.

**24.3** Gifts

**24.3.1** In exchange of gifts with foreign nationals/members of foreign missions or acceptance of foreign articles from them, the relevant provisions of the Engineers India Limited (Conduct) Rules, 1971 (vide Rule 13 and 18) should be borne in mind and prior permission taken whenever necessary under the rules. It is to be noted that it would be illegal to bring foreign exchange into this country save as provided for in the Foreign Exchange Regulations. NOTE : Employees should obtain prior permission of the Company before becoming a member of a book club run by a foreign agency. If membership of the foreign book club entitles the employee to receive books etc. by way of gifts, the question of acceptance of such gifts would be governed by Rule 13.0 of the Engineers India Limited (Conduct) Rules, 1971.

**24.4** Attendance at formal receptions (a) National Day Reception (b) Army, Air Force Day, etc. Receptions (c) Special Receptions by Heads of Missions No reception of the above nature, particularly when given by the mission of a country with which the diplomatic relations of India are strained or otherwise affected, should be attended without the prior approval of the Company/Ministry.

**24.5** Acceptance of Invitations/Hospitality

**24.5.1** Employees are debarred from accepting invitations for formal or informal entertainment offered by foreign missions including foreign technical missions with which the Company may have official dealings, without

the prior permission of the Company/Ministry. 24.6 Official and social calls 24.6.1

Employees should not initiate action for paying official/social calls on members of foreign missions, nor are such calls if made by members of foreign missions required to be returned. It should be particularly ensured that contacts with representatives of other countries are limited to the official level appropriate to the status of the employee concerned. 24.7 Report of conversations at social functions 24.7.1 All employees who accept or are permitted to accept invitations to social functions from foreign missions should report to the Company any conversation on matters of interest to the Company/Government, made on such occasions. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 22 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES 24.8 Return of hospitality accepted from foreign missions 24.8.1 It is well recognised everywhere that members of foreign missions are specially paid to enable them to entertain local officials and that the local official's capacity to return their hospitality is limited. There need not, therefore, be anything like a QUID PRO QUO basis being maintained in the matter of entertainment between members of foreign missions and local officials. 24.9 Supply of information to members of missions and nations of other countries 24.9.1 As the supply of information to foreign missions or their members or foreign nationals is the responsibility of the Ministry concerned, this should not be done by any Officer on his own, directly or by implication. The contacts by junior officers with Personal Assistants or secretaries in foreign missions should be avoided. Particularly, no officer below the grade of Manager or equivalent should on any account maintain contacts with junior diplomatic or non-diplomatic personnel in foreign mission without the express approval of the Company. 24.10 Putting up or staying with foreign nationals as guests 24.10.1 The Company's employees should not stay as guests with foreign nationals in India. They could, however, stay with foreign nationals abroad with the permission of the Company. Employees should not invite foreign nationals to stay with them as their guests in India. 24.11 Employment of wives/dependents of the Company's employees 24.11.1 An employee whose wife or dependent intends to take up employment under a foreign mission in India or with any foreign organisation (including a commercial concern) should obtain the Company's prior permission.

Similarly, an employee whose wife or dependent is already so employed shall report the matter to the Company.

**24.12 Acceptance of lifts in aircraft belonging to foreign missions in India or foreign Governments abroad**

**24.12.1** No employee should accept, or permit his wife or dependants to accept, passage money or free air transport from a foreign mission/Government/organisation. In exceptional cases involving humanitarian or compassionate grounds, the matter should be referred to the Company for permission.

**24.12.2** Relaxation to this rule is permissible only in cases which are covered by specific agreements or memoranda of understanding entered into by the Government/ Company with foreign Governments/ organisations and which might still be in force. In regard to invitations to visits abroad, which may be accepted only after consultation with the Ministry of External Affairs, the convention in respect of senior officers is that while local hospitality offered by foreign Governments may be accepted, the cost of travel is not accepted from the hosts. Also, such hospitality is not accepted from non-Government societies, organisations, private parties, etc.

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**24.12.3** There would, however, be no objection to the acceptance of the cost of passage in the case of officers invited by foreign Governments and organisations to participate in conferences, seminars, etc., if the invitation is extended to a particular officer by name with a view to benefiting from the expertise of the officer invited. In other cases in which participation in conferences etc. is considered desirable in the interests of the officer concerned or of the Company, the cost of passage should continue to be borne by the officer himself or the Company.

**24.12.4** Within the foreign country, an employee of the Company could accept a free flight in connection with his official duties only. When an employee and his family are in a foreign country as State guest, it would be permissible for them to accept free flights from foreign Government.

**24.12.5** The position with regard to the above restrictions is somewhat different as far as fellowships awarded under the established aid programme are concerned. These fellowships are awarded only after initial screening by the Administrative Ministries concerned at the highest level, and final selections are made by the competent authorities according to the prescribed criteria. As the personnel

selected for participation in programmes will be operative personnel and as every care is naturally taken to see that there is no abuse of the facilities offered, the above restrictions would not apply to established Technical Assistance Programmes, and that there is no objection to travel costs as well as hospitality offered by the foreign Government concerned, being accepted in such cases. The restrictions would, however, continue to apply to any participation in the programmes by very senior officers, since they are unlikely to be actual operative personnel and the question of training or of acquiring additional experience would not arise in their case.

**24.13 Disposal of immovable property by lease to foreign nationals**

**24.13.1 Rule 18.2 of the Engineers India Limited (Conduct) Rules, 1971** forbids the acquisition/disposal by any employee of any immovable property by lease, mortgage, etc., either in his own name or in the name of any member of his family, without the previous knowledge or previous sanction, as the case may be, of the prescribed authority. The term 'lease' occurring in this rule covers letting out accommodation on rent, either by written or oral agreement, whether for a short period or for a long one. It is clarified that prior permission should be taken or prior intimation given, as the case may be, in regard to all transactions in immovable property, including 'lease' as explained above, with foreign nationals/members of foreign missions/organisations controlled by or associated with foreign missions. Any such transaction already made with foreign national should be reported to the Company.

**24.14 Joining of foreign language classes**

**24.14.1** Employees desirous of joining foreign language classes conducted by foreign missions in India or organisations controlled by or associated with foreign missions or Indo-foreign cultural organisations should seek prior permission from the Company. Any employee who is already attending such a class should report the matter to the Company. All employees

Copy of OM No.11013/4/76-Estt(A) dated 27th August, 1976 from Department of Personnel and Administrative Reforms, New Delhi to all ministries of the Government of India etc. etc. The undersigned is directed to say that in supersession of all the existing instructions on the above mentioned subject, the following instructions will govern the receipt, retention and disposal of gifts received by Government servants from foreign dignitaries and foreign firms.

1. The presents received from foreign dignitaries will fall into two categories. The first category will include presents which are of symbolic nature, like a ceremonial sword, a ceremonial

robe etc. Such gifts of symbolic nature may be retained by the recipient. 2. The second category of gifts would be those which are not of symbolic nature. It has been decided that such gifts may be retained by Government servants, if their value does not exceed Rs.1,000/-. The following procedure may be followed in regard to such gifts which are marginal or in cases where the value apparently exceeds Rs.1,000/- or where there is any doubt about their actual value: The Government servants shall report the receipt of such gifts to the Ministry Department administratively concerned indicating their approximate estimated value. The Ministry/Department concerned shall, in cases of doubt or in marginal cases where the estimated value borders on the prescribed limit of Rs.1,000/- or where the estimated value exceeds Rs.1,000/- refer the case to the Toshakhanna for valuation of gifts and also arrange to get such gifts deposited in the Toshakhanna so that it can assess their value. On assessment of the value by the Toshakhanna, if the value of gifts in marginal or doubtful cases is found to be within the prescribed limit of Rs.1,000/- the gifts will be Template No.

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1.73.42.0011.01.00 Page 35 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES returned to the Ministry/Department for being handed over to the recipient. Gifts whose value is found to exceed the prescribed limit of Rs.1,000/- will be retained in the Toshakhanna and the recipient of the gifts will have the option to purchase them from the Toshakhanna by paying the difference between the value as estimated by the Toshakhanna and Rs.1,000/-. 3. As regards acceptance of gifts by Government servants from foreign firms, no permission is normally granted, save in exceptional circumstances, for acceptance of gifts made by firms, whether foreign or indigenous, with whom the Government servant concerned has had or has or is likely to have official dealings, either directly or indirectly by virtue of his official position. Permission is also not normally granted for acceptance of gifts by Government servants from firms which are contracting firms with the Government of India, even if the contract is entered into by a Ministry or Department other than the one in or under which the Government servant concerned is serving. The question of grant of permission for acceptance of gifts from a foreign firm would, therefore, normally arise only in those cases where the foreign firm concerned is neither a firm contracting with

the Government of India nor one with which the Government servant concerned has had, has or is likely to have official dealings and there is no reason to doubt the bona fide of the gifts made by the foreign firm. In such cases, where it is proposed to grant permission for acceptance of the gifts made by a foreign firm, the procedure indicated in the preceding paragraphs regarding retention of the gifts made by foreign dignitaries should be followed. .... Template No.

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1.73.42.0011.01.00 Page 36 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES ANNEXURE-VI (See Rule 13.4) ENGINEERS INDIA LIMITED NEW DELHI CIRCULAR NO.64/78 Sub: The Foreign Contribution (Regulation) Act, 1976

(49 of 1976)- Regulations regarding acceptance/retention of gifts The Foreign Contribution (Regulation) Act, 1976 has been enacted to regulate the acceptance and utilization of foreign contribution or foreign hospitality by certain persons or associations. (The Act is available as a Government of India priced publication). 1.

(a) Some of the provisions of the Act that may concern the employees of the Company are briefly noted below for the information of all concerned: (i) Section 4 prohibits, inter alia, any employee of a Government Company from accepting any foreign contribution, Section 8, however, states that the provisions of Section 4 will not apply inter alia, to the acceptance by a person of foreign contribution (i) by way of salary etc. or (ii) by way of gifts or presentations made to him as a member of any Indian delegation, where such gift etc. is accepted in accordance with regulations made by Central Government with regard to acceptance or retention of such gift etc., or (iii) from his relative (as defined in the Companies Act, 1956), when such contribution (from the relative) is received with the permission of the Central Government, or when the value does not exceed Rs.8,000/- per annum and an intimation as required is given to the Central Government, or (iv) by way of remittance received through any official channel.

(ii) Section 7 requires that every citizen of India receiving any scholarship, stipend or any payment of a like nature from a foreign source shall give intimation to the Central Government in the prescribed manner. (iii) Section 9 provides that no employee of a Government Company, while visiting a foreign country, shall accept, except with the prior permission of the Central Government, any foreign hospitality, provided that such permission shall not be necessary for



an emergent medical aid needed on account of sudden illness contracted during a visit abroad, but where such foreign hospitality (in the form of medical aid) is received an intimation in the prescribed manner shall be given to the Central Government. (b) The broad meaning of some of the expressions in the Act are as under: (i) "Foreign Contribution" means the donation, delivery or transfer made by any foreign source of any article, not being a gift for personal use, whose Indian market value does not exceed Rs.1,000/-; any currency, Indian or foreign; any foreign security. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 37 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (ii) "Foreign hospitality" means any offer, not being a purely casual one, by a foreign source of providing cost of travel to any foreign country of free board, lodging, transport or medical treatment. (iii) "Foreign source" includes any foreign Government, any international agency, not being UN etc., any foreign company (within the meaning of the Companies Act, 1956)/Company which is a subsidiary of a foreign company/multi-national / foreign corporation / company whose majority shares are held by a foreign Government /citizen, any foreign trust/society/association/trade union/club, a foreign citizen. 2. The Central Government has made regulations with regard to acceptance or retention of foreign contribution by way of a gift or presentation to a person as a member of any Indian delegation (vide para 2(a)(i)(ii) above) and notified them under Notification No.S.O402(E) dated 22.6.78. This Notification is reproduced in the annexure to this circular for the information and guidance of all concerned. Sd/- Rajendra Singh for (J.R.Rijhsinghani) Corporate Personnel Manager No.799.308 dated December 5, 1978 cc: All employees. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 38 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES ANNEXURE TO CIRCULAR NO.64/78 MINISTRY OF HOME AFFAIRS NOTIFICATION NEW DELHI, THE 22ND JUNE 1978 S.O.402 (E). - In pursuance of clause (d) of Section 8 of the Foreign Contribution (Regulation) Act, 1976 (49 of 1976), the Central Government hereby makes the following regulations with regard to the acceptance or retention of foreign contribution by way of a gift or presentation

made to any person specified in Section 4 as a member of any Indian delegation, namely: 1. Short title and commencement: (i) These regulations may be called the Foreign Contribution (Acceptance or Retention of Gifts or Presentations) Regulations, 1978. (ii) They shall come into force on the date of their publication in the official Gazette. 2. Definitions: In these regulations, unless the context otherwise requires: (a) "Act" means the Foreign Contribution (Regulation) Act, 1976 (49 of 1976); (b) Words and expressions used in these regulations and not defined but defined in the Act shall have the meaning respectively assigned to them in the Act. 3. Regulation of acceptance or retention of foreign contribution by way of gift or presentation,- (i) Any person specified in section 4 of the Act who is a member of any Indian delegation may accept any foreign contribution by way of a gift or presentation made to him as a member of such delegation (hereinafter referred to as such person), subject to the provisions of this regulation. (ii) Where such person receives any foreign contribution by way of gift or presentation, he shall, within thirty days of the receipt thereof, intimate to the Secretary to the Government of India in the Ministry of Home Affairs, Ministry of External Affairs and the Ministry or the Department of the Government of India sponsoring the delegation of which he is a member, in writing, (a) the fact of his having received such gift or presentation, (b) the foreign source from which it is received, (c) its approximate market value in India, (d) the place in which, and the date on which, it is received; and (e) such other details relating thereto as he may, in the circumstances, consider appropriate. Provided that in a case where such person received such gift or presentation while he is visiting any foreign country or territory outside India, such intimation may be made by him within thirty days from the date of his return to India. Template No. 5-0000-0001-T2 Rev. 1

Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 39 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (iii) Every gift or presentation received by such person from any foreign source shall be deposited by him with the Secretary to the Government of India in the Ministry or the Department which had sponsored the delegation of which he was the member, within thirty days from the date of intimation by him of such receipt under sub-regulation (ii). (iv) The Secretary to the Government of India, referred to in sub-regulation (iii), shall forward every such gift or presentation deposited



with him to the Toshakhanna in the Ministry of External Affairs for assessment of its market value in India. (v) Such assessment shall be made within thirty days from the date of receipt of the gift or presentation in the Toshakhanna, in accordance with the rules applicable, for the time being in force, to the valuation of articles in the Toshakhanna, and such person shall be intimated in writing of such assessment forthwith. (vi) the assessment so made under sub-regulation (v) shall be final and shall not be called in question by such person. (vii) Every such gift or presentation, the market value in India of which, as assessed under sub-regulation (v), does not exceed one thousand rupees, shall be returned to such person for retention by him; Provided that where more than one such gift or presentation is received by such person while he is in one delegation, such person be entitled to retain only one such gift or presentation. (viii) Every such gift or presentation, the market value in India of which, as assessed under sub-regulation (v), exceeds one thousand rupee shall be retained in the Toshakhanna; Provided such person shall have the option, that exercised by him within thirty days from the date of receipt by him in the intimation under sub-regulation (v), to purchase such gift or presentation on payment of the difference between the market value in India of such gift or presentation, as assessed under sub-regulation (v) and one thousand rupees; Provided further that the option once exercised under this sub-regulation shall be final. (No. 11/21022/5(6)/77-FCRA.1) J.C. PANDEY, JT. SECRETARY Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 40 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES ANNEXURE -VII (See Rule 13.4) ENGINEERS INDIA LIMITED NEW DELHI SUB: The foreign contribution (Regulation) Act 1976 - Regulations regarding acceptance/retention of gifts REF: Circular No.64/78 Reproduced below is copy of letter No.II/21022/14(8)/78-FCRA.1 dated 12.8.80 from Ministry of Home Affairs received under Ministry of Petroleum, Chemicals & Fertilizers (Department of Petroleum) letter No.J-52011/12/80-Gen. dated 3.9.80), for information of all concerned. Sd/- (Rajendra Singh) Manager (Employee Relations) for Chairman & Managing Director No.799.308 dated November 29,1980 cc: All employees Copy of letter No.II/21022/14(8)/78-FCRA.1 dated the 12th August, 1980 received from Ministry of Home Affairs / Grih Mantralaya. Sub: Foreign Contribution

(Regulation) Act, 1976 permission for acceptance of foreign hospitality by Government servants - Instruction regarding 1. Section 9 of the Foreign Contribution (Regulation) Act, 1976 stipulates that, among others, Government servants and employees of any corporation including Government Companies as defined in Section 617 of the Companies Act, 1956 shall not, while visiting any country or territory outside India, accept any foreign hospitality except with the prior permission of the Central Government. 2. It has been noticed that sometimes proposals are sent to this Ministry where a particular Government servant has been directly invited by name or designation by a foreign agency/organisation, offering to him/extending hospitality in the form of free board, lodging and/or international air fare, etc. In this connection, it may be pointed out that receipt of such invitation by a Government servant by name and acceptance thereof is not desirable and amounts to infringement of the standing instructions issued by the Department of Personnel & AR vide their letter No.9/26/71-AIS(III) dated 25th July, 1973 and an earlier OM No.25/15/62-Estt.(A) dated 21st April, 1962. Therefore, in order to ensure that foreign Government organisations/bodies or individuals do not patronize Government officers by means of travel grants or free board, lodging, etc. and, Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 41 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES conversely, Government servants do not compromise their position in some way as a result thereof, it is emphasized that no direct offer or invitation to Government servants/employees of corporations by name or designation should be entertained. 3. In the normal course invitation from any foreign source for attending seminars, conferences, meetings etc. and offers of scholarship/fellowship by international organisations to Government servants should be channelised through the administrative Ministry/ Department concerned, so that only deserving candidates are selected on the basis of their merits, qualifications, the need for such training etc. 4. Acceptance of hospitality for lecture tours, study tours and other such visits by Government servants should not generally be encouraged. If the sponsoring Ministry/Department feel that visit of some officer is absolutely necessary or that it would be of national advantage, they may consider bearing the cost of international air fare to and

back and the foreign hospitality be confined only to local costs of board and lodging etc. 5. Furthermore, it has been noticed that proposals seeking permission for acceptance of foreign hospitality often come to us very late, giving rise to all round pressure of work besides causing inconvenience to the applicant(s). To facilitate examination of the cases and to avoid last minute rush it is requested that applications of individual Government servants seeking permission for acceptance of foreign hospitality in the FC-2 form, as prescribed in the Foreign Contribution (Regulation) Rules, 1976, together with the comments/recommendations of the Administrative Ministry and other relevant documents like a copy of the invitation etc. may be sent to this Ministry at least FIFTEEN DAYS before the actual date of departure. Yours faithfully, Sd/-

(M.P.Rodrigues) Director Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 42 of 62

THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES ANNEXURE-VIII (See Rule 23.5) The Chairman & Managing Director, Engineers India Limited, New Delhi. SUB: PUBLICATION OF BOOKS ETC. Dear Sir, With reference to Rule 23.0 of the Engineers India Limited (Conduct) Rules 1971, as amended from time to time, I furnish the following particulars pertaining to the financial

year\_\_\_\_\_ : 1. Title of book/article published 2. Reference to Company's letter conveying permission for publication 3. Income received 4. Income tax payable on the income received 5. Incidental expenses actually incurred under various heads 6. Number of days of leave taken exclusively in connection with the publication work, and the encashment value thereof. I enclose a cheque for Rs.\_\_\_\_\_ being the amount to be credited to the Company in terms of clause 23.4 (B) of the aforesaid Rule. Very truly yours, Signature :

\_\_\_\_\_ Station\_\_\_\_\_ Name : \_\_\_\_\_

Date\_\_\_\_\_ Employee No. \_\_\_\_\_ Designation :

\_\_\_\_\_ Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All

rights reserved Document No. 1.73.42.0011.01.00 Page 43 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES ANNEXURE-IX (See Rule 15.5.1) BOND FOR BOARD LEVEL APPOINTEES BOND CUM UNDERTAKING (To be executed on a non-judicial stamp paper of the appropriate value) (To be obtained from the

concerned Functional Director(s)/CMD alongwith NON DUES CERTIFICATE prior to release of terminal benefits. KNOW ALL MEN BY THESE PRESENTS THAT WE

\_\_\_\_\_ s/o \_\_\_\_\_ resident  
of \_\_\_\_\_ presently working  
as \_\_\_\_\_ in Engineers India Limited (hereinafter called “the Obligor”) and (i) Shri \_\_\_\_\_ s/o Shri \_\_\_\_\_ r/o  
\_\_\_\_\_ (ii) Shri \_\_\_\_\_ s/o  
\_\_\_\_\_ r/o

\_\_\_\_\_ (hereinafter called “ the Sureties”) do hereby jointly and severally bind ourselves and respective heirs, executors and administrators to pay to Engineers India Limited on demand the sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) equivalent to the basic pay drawn by the obligor during the last six months of his/her tenure in Engineers India Limited or Rs. 10 (Ten) lakhs, whichever is more, together with interest thereon from the date of demand at Government rates, for the time being in force, on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the then prevailing official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Company. 1. AND WHEREAS the Obligor has been appointed to the position of Director/CMD in Engineers India Limited (hereinafter called “the Company”), in terms of Offer of Appointment ref. No.

\_\_\_\_\_ dated \_\_\_\_\_. The aforesaid terms of the offer were accepted by him and the Obligor assumed office on

..... 2. AND WHEREAS in terms of the aforesaid Offer of Appointment it is required that in the event of Obligor’s retirement/resignation from the Company, the Obligor will not accept any appointment or post, whether advisory or administrative, in any firm or Company whether Indian or Foreign, with which the Company has or had business relations, within one year from the date of Obligor’s retirement/resignation, without prior approval of the Government. 3. AND WHEREAS it was also required, in terms of the aforesaid Offer of Appointment, that terminal benefits due to Obligor, in the event of his/her retirement/ resignation from the Template No. 5-0000-0001-T2 Rev. 1 Copyrights

EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 44 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES services of Company, would not be released unless a bond regarding aforesaid restriction on the post retirement is executed by him/her. 4. AND WHEREAS for the better protection of the Company, the Obligor has agreed to execute this bond with such condition as herein under contained. 5. AND WHEREAS the said sureties have agreed to execute this bond as sureties on behalf of the above Obligor. 6. NOW THE CONDITIONS OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of Obligor's failure to abide by the restriction pertaining to acceptance of employment or post, whether advisory or administrative, in any firm or Company whether Indian or Foreign, with which the Company has or had business relations, within one year from the date of Obligor's retirement/resignation, without prior approval of the Government, Obligor shall become liable for payment of the sum equivalent to the bond amount to Engineers India Limited. In the event of the aforesaid failure and upon the Obligor failing to pay the sum equivalent to the bond amount to Engineers India Limited, the Company will be at liberty to initiate appropriate civil action for recovery of the aforesaid bond amount from the Obligor. This will be without prejudice to the rights of the Company to initiate any other action as deemed fit in the circumstances of the case. AND upon the Obligor Shri \_\_\_\_\_ and, or Shri \_\_\_\_\_, the sureties aforesaid making such payment, the above written obligation shall be void and of no effect otherwise it shall be and remain in full force and virtue. PROVIDED ALWAYS that the liability of the Sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance act or omission of the Company or any person authorized by it (whether with or without the consent or knowledge of the sureties) nor shall it be necessary for the Company to sue the Obligor before suing the sureties Shri \_\_\_\_\_ and, or Shri \_\_\_\_\_. Or any of them for amounts due hereunder. 7. THE bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India. In witness whereof, these present have been signed by a duly authorized officer on behalf of the Company and by the other person(s) party thereto. Signed

and delivered by the above Obligor along with his sureties on this .....Day of ..... Month 20..... Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 45 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES Signature of Obligor ..... 1. Sign of Surety : Name : Designation : Office to which attached : In the presence of ..... For and on behalf of the Company 2. Sign of Surety : Name : Designation : Office to which attached : This bond should be executed accordingly & accepted by the accepting authority\* Signature of the Accepting Authority \*The Accepting Authority for Directors/MD and CMD of CPSEs would be as under Directors CMD/MD of the concerned CPSE MD Chairman of the concerned CPSE CMD Secretary of the concerned administrative Ministry/Department Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 46 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (Levels 10, 12 & above) Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 47 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES INDEX Sl.No. Subject Page No. 1.0 Scope of application 48 2.0 Definitions 48 3.0 Shift working 49 4.0 Conditions of, Procedure in applying for, and the Authority which may grant leave and holidays 50 5.0 Entrance to establishment and liability to search 51 6.0 Temporary stoppage of work in exigencies beyond the Company's control 51 7.0 Suspension pending enquiry and disciplinary action for misconduct 51 8.0 Means of redress for employees against unfair treatment or wrongful exactions by the Company or its lawful representative 60 9.0 Certificate on termination of employment 60 Annexure: I Schedule 'A' indicating Post of the Employees, Appointing Authority, Disciplinary Authority and Appellate Authority 61 Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 48 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES 1.0 SCOPE OF APPLICATION 1.1 These rules shall be known as 'Discipline,



**Appeal and Certain other Conditions of Service Rules for Officers'. These rules shall apply to those employees belonging to Levels 10, 12 and above in respect of whom the Board of Directors of the Company or an authority subordinate to it is the appointing authority, subject to Notes 1 and 2 below, and will come into force with immediate effect. Except where modified by the provisions of the aforesaid Rules the terms and conditions of service applicable to employees shall remain in force as hitherto. NOTES: (1) In respect of employees (1) who have joined or join hereafter the Company's service (a) on deputation, or, (b) on being selected on the basis of their application for appointment to the Company, their lien on their posts in the parent organisations having been allowed to be retained, or, (2) who have proceeded or proceed hereafter to another organisation (a) on deputation, or, (b) on being selected on the basis of their application for appointment to that organisation, their lien on their posts in the Company having been allowed to be retained, provision regarding the applicability of these rules will be made in their terms of appointment. Where the terms provide that these rules will apply to the employee on deputation etc., the procedure as may be prescribed in this regard will be kept in view in dealing with the disciplinary cases of such employees. (2) In the case of person(s) taken on assignment from other organisations on inter-organisational payment basis and working under the supervision of the Company's personnel, the question of applicability of these rules to such person(s) will be determined before taking them on such assignment. In the case of employees sent on assignment to another organisation on inter-organisational payment basis and working under the supervision of the personnel of the other organisation, the question of applicability of these rules to such employees will be determined before sending them on such assignment. 2.0 DEFINITIONS 2.1 In these rules, unless there is anything repugnant to the subject or context - (a) 'Company' means Engineers India Limited; (b) 'Board' means the Board of Directors of the Company and includes any committee constituted by the Board or any officer/officers of the Company to which/whom the Board has delegated powers for the purpose of these rules; (c) 'Chairman and Managing Director' means Chairman & Managing Director/ Managing Director of the Company;**

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**CONDITIONS OF SERVICE RULES** (d) 'Notice' means a notice in writing required to be given or posted on the notice board of the office concerned for the purpose of these rules; (e) 'Notice Board' means the Notice Board maintained in a conspicuous place at or near the main entrance of the office concerned/ establishment; (f) 'Disciplinary Authority' means an authority prescribed in Schedule 'A' (Annexure-I) of Discipline, Appeal and Certain Other Conditions of Service Rules for Officers (Level 10, 12 & above) or any authority higher than it and competent to impose any of the penalties specified in the rule or order. (g) 'Appellate Authority' means an authority prescribed in Schedule 'A' of Discipline, Appeal and Certain Other Conditions of Service Rules for Officers (Level 10, 12 & above). (h) 'Members of Family' in relation to an employee includes - (i) the wife or husband, as the case may be, of the employee, whether residing with the employee 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) son or daughter or step son or step daughter of the employee and wholly dependent on him, but does not include a child or step-child who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law; (iii) any other person related, whether by blood or marriage, to the employee or employee's wife or husband, and wholly dependent on the employee; (i) 'Salary' means - (i) pay in a time scale of pay, and special pay/personal pay, if any; or (ii) fixed pay; or (iii) consolidated remuneration described as consolidated or fixed salary or otherwise; or (iv) stipend, as the case may be, and includes such allowance(s) as is/are admissible to the employee concerned in accordance with Company's rules for the time being in force, subject to the terms of appointment.

**3.0 SHIFT WORKING**

**3.1** More than one shift may be worked in a department or departments or any section of a department of the Company, and where more than one shift is worked, the employees will be liable to be transferred from one shift to another. Shift working in a department will be introduced as under law, provided that in departments/sections/functions where shifts have been/are being worked, the same may be regulated by the Company as per exigencies of work from time to time as hitherto.

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**CONDITIONS OF SERVICE RULES 4.0 CONDITIONS OF, PROCEDURE IN  
APPLYING FOR, AND THE AUTHORITY WHICH MAY GRANT LEAVE AND  
HOLIDAYS**

**4.1** Subject to the terms of appointment, employees will be eligible for leave in accordance with the Company's Leave Rules as amended from time to time. **4.2** An employee who desires to obtain leave of absence shall apply on the prescribed form to the authority competent to sanction leave and must not avail of the leave before it is sanctioned, provided, however, that in extraordinary cases where for reasons beyond his control, it is not possible to obtain prior sanction, he must send intimation in this behalf to the aforesaid authority within three days. The application shall be submitted normally seven days in advance of the proposed date of commencement of leave, unless in any case the said authority, for reasons considered sufficient by it, is prepared to accept the application at shorter notice. The said authority shall issue orders on the application within a week of its submission or two days prior to the commencement of the leave applied for, whichever is earlier, provided that if the leave applied for is to commence on the date of the application or within three days thereof, the order shall be given on the same day. If the leave is refused or postponed, the fact of such refusal or postponement and the reasons therefore shall be recorded in writing on the leave application. **NOTES:** (1) The orders on the application for leave will be noted on the leave application itself and it will be the duty of the employee, before proceeding on leave, to have an order in writing to that effect or have the order made in writing on the leave application in his presence. The fact of refusal of leave will be endorsed on the leave application and will be sufficient notice to the employee of the fact of such refusal. (2) The authority competent to sanction leave will be competent to sanction restricted holiday also. The procedure will be the same as for grant of leave. **4.3** If an employee after proceeding on leave desires an extension thereof, he shall apply to the authority competent to sanction leave and must not avail of the extension of leave before it is sanctioned, provided, however, that in extraordinary cases where for reasons beyond his control, it is not possible to obtain prior sanction, he must send intimation in this behalf to the aforesaid authority within three days. The competent authority shall send or cause to be sent a reply either granting or refusing extension of leave to the employee if his address is available and if such reply is likely to reach him before the expiry of the leave originally granted to him.

It will be the duty of the employee to have extension of leave in writing from the proper authority. In the absence of the same he shall be deemed to be on unauthorized absence. 4.4 If an employee remains absent beyond the period of leave originally granted or subsequently extended, he shall lose his lien on his appointment unless he (a) returns within 21 days of the expiry of the leave, and (b) explains, to the satisfaction of the Company, his inability to return before the expiry of his leave. Consequently, when an employee loses his lien on his appointment, his name will be struck off the rolls of the Company. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 51 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES 4.5 If an employee remains absent beyond 21 days continuously/without prior permission or intimation, he shall be deemed to have voluntarily abandoned the Company's service and the Company will notify him accordingly at his last known address. 5.0 ENTRANCE TO ESTABLISHMENT AND LIABILITY TO SEARCH 5.1 All employees shall enter and leave the office premises only by the entrance specified for the purpose. 5.2 On entering or leaving the office premises, all employees will be liable for search by the employees in Administration including security staff at the discretion of the Company; provided that the female employees shall be searched by a female employee or such other female persons as may be nominated in this behalf by the Company. 6.0 TEMPORARY STOPPAGE OF WORK IN EXIGENCIES BEYOND THE COMPANY'S CONTROL 6.1 The Company may, at any time, in the event of fire stoppage of power-supply, contraction of Company's business or any other cause beyond its control, stop/close any section or sections of the establishment, wholly or partially, for any period. Where possible, however, employees will be given reasonable notice of such stoppage/closure. 6.2 In case where employees are laid off for short periods on account of any of the causes mentioned in Rule 6.1, other than a lock-out or a strike, the period of unemployment shall be treated as compulsory leave either with or without pay, as the case may be. NOTE: Where any of the provisions laid down under Rule 6.2 are less beneficial to the employees than the provisions of the industrial Disputes Act, 1947, the relevant provisions of the Act shall apply. 7.0 SUSPENSION PENDING INQUIRY AND DISCIPLINARY ACTION FOR MISCONDUCT 7.1 Misconduct 7.1.1 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) Engaging directly or indirectly in any business, trade or profession or canvassing for any profession, business or trade owned or managed by a member of his family without written permission of the Company. (4) Transactions, by way of borrowing or lending money with fellow-employees habitually, or, with any other person/firm/Private Limited Company/Agent Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 52 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES with whom the employee has or is likely to have any official dealings, including insolvency and habitual indebtedness. (5) Contracting or entering into a marriage with a person having a spouse living, or contracting/entering into another marriage while employee's spouse is alive, without obtaining prior permission of the Company, notwithstanding the fact that such marriage is permissible under the personal law applicable to the employee. (6) Abuse of official position or exerting pressure, directly or indirectly, to secure employment or any other pecuniary benefit for any member of employee's family in any undertaking having direct dealing with the Company. (7) Acceptance of gifts by the employee or any member of his family or any person acting on his behalf, in contravention of the Company Rules. (8) Furnishing false information regarding name, age, father's name, qualifications, previous service or any other matter germane to the employment, at the time of employment or during the course of employment. (9) Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of the employee's superior in connection with the Company's work. (10) Habitual late or irregular attendance. (11) Habitual negligence or neglect of work including slowing down of work. (12) Interference or tampering with any safety devices installed in or about the premises of the Company or willful damage to any property of the Company. (13) Drunkenness or riotous or disorderly behaviour in the premises of the Company or outside such premises where such behaviour is related to or connected with the employment. (14) Gambling within the premises of the

Company. (15) Smoking within the premises of the Company where it is prohibited. (16) 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. (17) Sleeping while on duty. (18) Commission of any acts which amount to a criminal offence involving moral turpitude. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 53 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (19) Habitual or prolonged absence from the employee's appointed place of work without permission or sufficient cause. (20) Purchasing properties, machinery, stores, etc., from, or, selling properties, machinery, stores, etc., to the Company without express permission in writing from the competent authority. (21) Commission of any act subversive of discipline or good behavior. (22) Striking work or inciting others to strike work in contravention of the provisions of any law, or rule having the force of law. (23) Breach or violation of the rules, regulations or orders applicable to the employees. (24) Assaulting, threatening or abusing or insulting or intimidating or surrounding and forcibly detaining any employees or officer of the Company within or outside the premises of the Company. (25) Abetment, or attempt at abetment, of any act, which amounts to misconduct. (26) Commission of any act of sexual harassment such as physical contact and advances, sexually coloured remarks, showing pornography, sexual demand and any other unwelcome physical, verbal or non-verbal conduct of sexual nature. (27) The possession of assets disproportionate to the known sources of income NOTE :

The above instances of misconduct are illustrative in nature and not exhaustive.

**7.2 Suspension** (1) The disciplinary authority or any other authority to which it is subordinate, which is empowered to impose on an employee any or all of the penalties specified in Rule 7.5, or, any other authority empowered in that behalf by the Board or the Chairman & Managing Director, by general or special order, may place an employee under suspension by issuing an order: (a) where a disciplinary proceeding against an employee is contemplated or is pending, and his/her presence at his/her duty post is not considered desirable; or (b) where a case against an employee in respect of any criminal offence is under investigation or trial, if the case relates to his/her official duties and/or his/her

presence at his/her duty post is not considered desirable. (2) An employee who is arrested, whether on a criminal charge or otherwise, and is detained in custody for a period exceeding 48 hours shall, as soon as possible, report the facts to the disciplinary authority. That authority will decide whether the employee should be placed under suspension, and, if so, for what period it is . Template No.

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SERVICE RULES (3) While taking a decision to place an employee under suspension the disciplinary authority will pass order whether or not the employee will be required to be present in the office. (4) A statement setting out in detail the reasons for suspension shall be supplied to the employee within a week from the date of the order of suspension. (5) An order of suspension made under this clause may be, at any time, revoked by the authority which made the order or by any authority to which that authority is subordinate. 7.3 Subsistence Allowance

(1) An employee under suspension in various circumstances as indicated below shall be paid as subsistence allowance at the specified percentage of pay stipulated at Rule 7.3 (3) that he would have drawn from time to time had he been on duty, and, in addition, such of the under mentioned allowances and at such quantum as he would have drawn from time to time had he been on duty: (a) Dearness Allowance (b) House Rent Allowance, if any (c) Personal Allowance, if any (d) Field Allowance / Project Allowance, if any (e) Special local allowance, if any NOTE: Inclusion of special pay in computing subsistence allowance and payment of the allowances mentioned above will be subject to the fulfillment of the conditions governing drawal of the allowances. (2) No subsistence allowance

or the applicable allowances shall be paid if the employee does not furnish a certificate that he is not engaged in any other employment, business, profession or vocation during the suspension period. (3) Specified percentages: A. Where the inquiry contemplated or pending is departmental, (i) For the first ninety days Fifty per cent from the date of suspension (ii) If the inquiry gets prolonged for period exceeding 90 days - (a) For reasons not directly Seventy-five percent for the attributable to the employees period in excess of 90 days (b) For reasons directly Twenty-five percent for the attributable to the employee period in excess of 90 days Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights

reserved Document No. 1.73.42.0011.01.00 Page 55 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES B. Where criminal proceedings are under investigation or under trial, (i) For the first 180 days from Fifty per cent the date of suspension (ii) If criminal proceedings get prolonged for period exceeding 180 days - (a) For reasons not directly Seventy-five per cent for the attributable to the employee period in excess of 180 days (b) For reasons directly Twenty-five percent for the attributable to the employee period in excess of 180 days 7.4 Treatment of the period of suspension (1) When the employee under suspension is reinstated, the suspending authority (vide clause (1) of Rule 7.2) 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 7.5, the full pay and allowances which he would have been entitled to if he had not been suspended, less the subsistence allowance and the allowances already paid to him; and (b) if otherwise, such proportion of pay and allowances as the aforesaid authority may prescribe. (2) In a case falling under sub-clause (a), the period of absence from duty will be treated as period spent on duty. In a case falling under sub-clause (b), it will not be treated as period spent on duty unless the aforesaid authority so directs in writing. 7.5 Penalties 7.5.1 The following penalties may be imposed upon an employee, as hereinafter provided, for misconduct committed by him/her in the present, previous or earlier appointments 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 of the whole or part of any pecuniary loss caused to Corporation/Company by negligence or breach of order; Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 56 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (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 Government or the Corporation/Company owned or controlled by the Government; 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: Nothing other than those specified at items (a) to (j) above is a penalty. To illustrate, the following shall not amount to a penalty within the meaning of this rule: (i) non-grant of increment of an employee on account of his work not being found satisfactory or to be of the required standard, or for failure to pass a prescribed test or examination; (ii) non-promotion of an employee to a post in the next higher grade; (iii) 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; (iv) termination of service of an employee - (a) appointed on probation, during or at the end of the period of probation in accordance with the terms of his appointment; Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 57 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES (b) 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) appointed under a time-bound contract or

agreement, in accordance with the terms of such contract or agreement; (d) on reduction of establishment; (e) for continued ill health or on permanent incapacitation for further service due to ill health or disablement; and (f) on voluntary abandonment of service; (v) retirement of an employee on attaining the age of superannuation.

**7.6 Disciplinary Authority** (a) The various authorities specified in Rule 2.0 may impose any or all of the penalties prescribed in Rule 7.5. An authority higher than that which is empowered to impose a particular penalty on an employee may, on its own motion, impose that penalty on that employee. In such cases, appeal shall lie to the authority to which such higher authority reports. (b) The C&MD or the Committee of Functional Directors (CFD) may - (i) institute disciplinary proceedings against any employee; (ii) direct a Disciplinary Authority to institute disciplinary proceedings against any employee. (c) In the event of involvement of Disciplinary Authority as a witness or otherwise in the disciplinary proceedings, an authority higher than the Disciplinary Authority to whom Disciplinary Authority is subordinate, shall exercise powers of Disciplinary Authority. (d) Before commencement of disciplinary proceedings against any employee, the C&MD may transfer such employee to any other department/division. In such situation, Disciplinary Authority of such employee shall be Head of the Department/Division where such employee has been transferred.

**7.7 Procedure for imposing penalties** (a) Order imposing any of the major penalties specified in Rule 7.5 shall be made after an enquiry is held. However, minor penalties may be imposed after issue of charge sheet, receipt of reply thereto from the delinquent employee and consideration of the reply by the Disciplinary Authority. (b) In the enquiry, the employee concerned may take the assistance of another employee (to be known as the 'Assisting Officer') posted at his Headquarters Station, at his own initiative and responsibility.

**7.8 Action on the inquiry report** (a) Order imposing any of the major penalties specified in Rule 7.5 shall be made after an enquiry is held. However, minor penalties may be imposed after issue of charge sheet, receipt of reply thereto from the delinquent employee and

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(CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER  
CONDITIONS OF SERVICE RULES consideration of the reply by the Disciplinary  
Authority. (b) In the enquiry, the employee concerned may take the assistance of



another employee (to be known as the 'Assisting Officer') posted at his Headquarters station, at his own initiative and responsibility.

**7.9 Communication of orders** Orders made by the disciplinary authority under Rule 7.8 shall be communicated to the employee concerned. Every order, notice and other process made or issued under these rules shall be served on the employee concerned in person, or communicated to him at his last known address by registered post acknowledgement due. It may also be served personally. If the employee refuses to accept delivery in person in the presence of at least one witness, the record of such refusal will be made and signature(s) of the witness/es obtained and communication deemed to have been served. If it is not possible to deliver the document by any of the above means, a copy thereof will be posted on the notice board of the establishment to which the employee belongs and notice so posted shall be deemed to be served on the employee.

**7.10 Special procedure in certain cases** (1) When the disciplinary authority is satisfied that in the interest of the Company it is not expedient or necessary to hold an enquiry, it may in writing recommend to the next higher authority for imposing penalty without going through the procedure of the enquiry. However, the next higher authority to whom the case is so referred or suo moto may, subject to clause (2) below, impose the penalty specified in rule 7.5, when it is convinced that there are reasons for taking action under the clause and the situation so warrants. Such action may also be taken by any superior authority to the next higher authority. (2) The power under this rule shall not be delegated to any lower authority.

**7.11 Disciplinary Proceedings** [3] (i) 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. (ii) 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 proceedings or judicial proceedings to have been guilty of offences / misconduct as mentioned in sub – section (6) of section 4 of the Payment of Gratuity Act, 1972 or to have caused pecuniary loss to the Company by misconduct or negligence, during his service including service rendered on

deputation or on reemployment after retirement . However, the provisions of the 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.

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(CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER

CONDITIONS OF SERVICE RULES 7.12 Appeals An employee may appeal within

one month against an order imposing upon him any of the penalties specified in

Rule 7.5. The appeal shall lie to the authority specified in clause (g) of Rule 2.0.

7.13 Savings Proceedings pending at the commencement of these rules shall be

considered and orders thereon shall be made, in accordance with these rules.

7.13A REVIEW: Notwithstanding anything contained in these rules, a Committee of Functional Directors (CFD) (hereinafter referred to as ‘Reviewing Authority’)

may at any time within six months, either on its own motion or otherwise call for

the record of the case for the purpose of review of the records of any enquiry and

disciplinary proceedings and revise any order made under these rules or under

the rules from which an appeal is allowed but no appeal has been preferred, and

may: (a) Confirm, modify or set aside the order; or (b) Confirm, reduce, enhance

or set aside the penalty imposed by the order, or impose any penalty where no

penalty has been imposed; or (c) Remit the case to the authority which made the

order or any other authority directing such authority to make such further enquiry

as it may consider proper in the circumstances of the case; or (d) Pass such

other orders as it may deem fit. Provided that if the Reviewing Authority proposes

to enhance the penalty already imposed and the proposed penalty is a major

penalty as specified in Rule 7.5 and an enquiry as provided in Rule 7.7, has not

already been held in the case, the Reviewing Authority shall direct that such an

enquiry be held in accordance with the provisions of the Rule 7.7 and thereafter,

consider the record of the enquiry and pass such order as it may deem proper. If

the Reviewing Authority decides to enhance the punishment but an enquiry has

already been held as provided in Rule 7.7, the Reviewing Authority shall give a

show cause notice to the employee as to why the enhanced penalty should not be

imposed upon him. The Reviewing Authority shall pass the final order after taking

into account the representation, if any, submitted by the employee. Similarly, if

the Reviewing Authority proposes to enhance the punishment within the Minor

Penalties, an opportunity to be heard will be given to the employee and the employee's representation if any, submitted shall be taken into account by the Reviewing Authority before imposing enhanced penalty. Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 60 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES 7.13B SPECIAL REVIEW: The Chairman & Managing Director, either on his own motion or otherwise may review any order passed under these rules, at any time within six months, when any new material or evidence which could not be produced or was not available at the time of passing the order under review and which has the effect of changing the nature of the case, has come, or has been brought to his notice. Provided that no order imposing or enhancing any penalty shall be made by the Chairman & Managing Director unless the employee concerned has been given a reasonable opportunity of making a representation against the penalty proposed or where it is proposed to impose any of the major penalties specified in Rule 7.5 or to enhance the minor penalty imposed by the order sought to be reviewed to any of the major penalties and if an enquiry under Rule 7.7 has not already been held in the case, no such penalty shall be imposed except after inquiring in the manner laid down in Rule 7.7. 8.0 MEANS OF REDRESS FOR EMPLOYEES AGAINST UNFAIR TREATMENT OR WRONGFUL EXACTIONS BY THE COMPANY OR ITS LAWFUL REPRESENTATIVE 8.1 All complaints arising out of employment including those relating to unfair treatment or wrongful exaction on the part of the company or its lawful representative, shall be submitted to the Divisional Manager leading the Division in which the employee concerned is employed for the time being. 9.0 CERTIFICATE ON TERMINATION OF EMPLOYMENT 9.1 Every employee shall be entitled to a service certificate on the prescribed form on termination of his employment. .... Template No. 5-0000-0001-T2 Rev. 1 Copyrights EIL – All rights reserved Document No. 1.73.42.0011.01.00 Page 61 of 62 THE ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL AND CERTAIN OTHER CONDITIONS OF SERVICE RULES ANNEXURE -I Schedule 'A' (See Rule 2.1) Schedule indicating Post of the Employees, Appointing Authority, Disciplinary Authority and Appellate Authority Post Held by the Employee Appointing Authority Authority w.r.t. extent of powers Major Penalties (or full

powers) Minor Penalties and Suspension Disciplinary Authority Appellate  
 Authority Disciplinary Authority Appellate Authority 1 2 3 4 5 6 Level-20 Executive  
 Director Board of Directors C&MD Board of Directors C&MD Board of Directors  
 Level-19 General Manager, Chief General Manager, Chief Consultant C&MD[4]  
 C&MD Board of Directors C&MD Board of Directors Level-18 Dy. General  
 Manager, Dy. Chief Consultant, Addl. General Manager C&MD Director C&MD  
 Executive Director Director Level-17 Asstt. General Manager, Asstt. Chief  
 Consultant, Company Secretary Director(HR) Head of the Department not below  
 the level of General Manager Next higher authority to whom the disciplinary  
 authority is subordinate Head of the Department not below the level of General  
 Manager Next higher authority to whom the disciplinary authority is subordinate  
 Level-16 Sr. Manager, Sr. Consultant Director(HR) Head of the Department not  
 below the level of General Manager Next higher authority to whom the  
 disciplinary authority is subordinate Head of the Department not below the level  
 of General Manager Next higher authority to whom the disciplinary authority is  
 subordinate Level-15 Manager, Consultant Director (HR) Head of the Department  
 Next higher authority to whom the Head of the Department not below Next higher  
 authority to whom the disciplinary Template No. 5-0000-0001-T2 Rev. 1 Copyrights  
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 ENGINEERS INDIA LIMITED (CONDUCT RULES), 1971 & DISCIPLINE, APPEAL  
 AND CERTAIN OTHER CONDITIONS OF SERVICE RULES nt not below the level of  
 Dy. General Manager disciplinary authority is subordinate the level of Dy. General  
 Manager authority is subordinate Level-14 Dy. Manager Director (HR) Head of the  
 Department nt not below the level of Dy. General Manager Next higher authority to  
 whom the disciplinary authority is subordinate Head of the Department not below  
 the level of Dy. General Manager Next higher authority to whom the disciplinary  
 authority is subordinate Employees in Level-13 Director (HR) Head of the  
 Department nt Next higher authority to whom the disciplinary authority is  
 subordinate Head of the Department Next higher authority to whom the  
 disciplinary authority is subordinate Employees in Level-12 Director (HR) Head of  
 the Department nt Next higher authority to whom the disciplinary authority is  
 subordinate Head of the Department Next higher authority to whom the  
 disciplinary authority is subordinate NOTE : (i) Where the authority specified in

the schedule does not exist, the powers shall be exercised by a higher authority.  
(ii) 'Director' for the purpose shall be concerned 'Functional Director'.

### **13. Mangalore Refinery and Petrochemicals Limited (MRPL)**

It has several HR policies, including:

#### **Transfer benefits**

Non-management employees who are promoted are entitled to transfer benefits in their new grade and at their current location. They can also choose to take part or all of their joining time before moving to their new location.

#### **Code of conduct**

The Conduct, Discipline, and Appeal Rules (CDA Rules) govern the behavior of all employees, including directors and senior management. The CDA Rules outline good conduct and discipline, and include penalties for violations and an appeal process.

**CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT PERSONNEL**

**1. INTRODUCTION**

**1.1** The Code of Conduct (hereinafter referred to as “Code”) is applicable to the Board Members (hereinafter referred to as “Directors”) and Senior Management Personnel (hereinafter referred to as Senior Management) of Mangalore Refinery and Petrochemicals Limited (the “Company”). It reflects the Company’s underlying core ethical Values and commitment to lay standards of integrity, transparency, fairness, accountability and pursuit for excellence.

**1.2** The purpose of this code is to demonstrate the ethical and transparent process in managing the affairs of the Company, and thus to sustain the trust and confidence reposed in the Management by the stakeholders and business partners. Directors and the Senior Management, must adhere to, comply with and uphold the provisions of this code and the standards laid down hereunder in their day-to-day functioning.

**1.3** The principles prescribed in this code are general in nature and lay down broad standards of compliance and ethics to Department of Public Enterprise Guidelines on Corporate Governance, The Companies Act,

2013 and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulation, 2015 . 1.4 The Company currently has in place the Conduct, Discipline & Appeal Rules, 1994 as amended from time to time (the “CDA Rules”), which govern the Conduct of all employees of the Company including Whole-time Directors. The CDA Rules provide for good conduct and discipline as well as provide for penalties in the case of Violation and the appeal mechanism. 1.5 It is clarified that this code is applicable to all Directors and Senior Management including the Non-Whole Time Directors. In case of Whole Time Directors and Senior Management Personnel, this Code is applicable over and above the CDA Rules of the Company. 1.6 The amended Code has come into force with effect from the date of approval of the Board. 1.7 All Directors and Senior Management shall sign the acknowledgment from at Appendix-I and return the form to the Company Secretary indicating that they have received, read and understood the provisions of the Code, and agree to comply with the same. All the Directors and Senior Management shall be required to affirm compliance with this code on an annual basis, within 30 days of close of every financial year to the Company Secretary, in the form annexed at Appendix-II.

**2. DEFINITIONS & INTERPRETATION**

2.1 In this code, unless repugnant to the meaning or context thereof, the following expressions, wherever used in this Code, shall have the meaning assigned to them below: “Directors” shall mean all the members of the Board of Directors of the Company including the government directors and Non official part-time Directors i.e. independent directors. “Chairman” shall mean the person occupying the position of Chairman of the Board of Directors of the Company. “Company” shall mean the Mangalore Refinery and Petrochemicals Limited. “Whole-Time Directors” shall mean the Board Members who are in Whole –Time employment of the Company. “Independent Director” shall mean the Board Members as defined under Section 2 (47) read with 149(5) of the Companies Act, 2013. “Senior Management Personnel” means all Key Managerial Personnel of the Company, General Manager and above including HODs. “Relative” shall mean ‘relative’ as defined in Section 2(77) of the Companies Act, 2013 read with the Companies (Specification of definitions details) Rules, 2014 as reproduced in Appendix-III hereto. 2.2 In this Code, words importing masculine shall include feminine and words importing



singular shall include plural or vice versa. 3. **APPLICABILITY 3.1** This Code shall be applicable to the following persons: (i) All Directors; and (ii) Senior Management Personnel. 4. **KEY REQUIREMENTS** The Directors and senior management shall act within the authority conferred upon them in the best interests of the Company and will: a. act in the best interest of, and fulfill their fiduciary obligations to the Company and its shareholders; b. act honestly, fairly, ethically and with integrity; c. conduct themselves in a professional, courteous and respectful manner and not take improper advantages of their position; d. act in good faith, responsibly, with due care, competence and diligence, without allowing their independent judgment to be subordinated; e. use their prudent judgment to avoid all situations, decisions or relationships which give or could give rise to conflict of interest or appear to conflict with their responsibilities with the Company; f. not exploit for his/her own personal gain, opportunities that are discovered through use of corporate property, information or position, unless the Company declines to pursue such opportunity for its business interest(s); g. avoid conducting business on behalf of the Company except with the prior approval of the Board; with (a) a relative (b) a Private Limited Company in which he/she or his/her relative is a member or Director (c) a Public Limited Company in which he/she along with his/her relative holds more than two per cent of its paid-up share capital; and (d) with a firm in which he/she or his/her relative is a partner; h. disclose and avoid having any personal and/or financial interest in any business dealings concerning the Company; i. avoid any dealing with a Contractor or Supplier that compromises the ability to transact business on a professional, impartial and competitive basis or influence decision to be made by the Company; j. not hold any positions or jobs or engage in outside businesses or other interests that are prejudicial to the interests of the Company; and k. inform the Board, at the earliest opportunity, any existing or potential conflict of interest situation. It is clarified that it would not be a conflict of interest for the Directors & Senior Management of the Company or members of their immediate family to have dealing in normal course with and to obtain services from persons or entities who also deal/provide services to the Company, including legal, accounting or brokerage services, loans & services from banks or insurance companies etc., at rates customary for similarly situated

customers.

**5. OTHER DIRECTORSHIPS**

**5.1** Unless specifically permitted by the Board, the Board Members shall not serve as Director of any other Company or as Partner of a Firm engaged in a competing business with the Company. This clause is not applicable to Directors nominated by Promoters (ONGC and HPCL), Government of India and Financial Institutions

**5.2** Senior Management Personnel shall obtain prior approval of Chairman and Managing Director/ Competent Authority for accepting Directorship of any other Company or partnership of a firm.

**6. GIFTS AND DONATIONS** The Director and the Senior Management shall neither receive nor offer or make, directly or indirectly, any gifts, donations or comparable benefits which are intended to or perceived to obtain undue favours in the transactions detrimental to the interest of the Company, except for nominal value, which are customarily given and are of commemorative nature for special events and should never be of a kind that could create an appearance of impropriety.

**7. PUBLIC REPRESENTATION** The Company honours the information requirements of the public and its stakeholders. In all its public appearance with respect to disclosing information in relation to the Company's activities to public constituencies such as the media, the financial community, employees and shareholders, the Company shall be represented only by specifically authorised Directors and employees. It will be the sole responsibility of these authorised representatives to disclose Company related information.

**8. INSIDER TRADING** The Directors and Senior Management shall comply with the Code of Internal Procedure and conduct for Prohibition of Insider Trading in dealing with the securities of Mangalore Refinery and Petrochemical Limited (MRPL) for prevention of Insider Trading of the Company in dealing with the securities of the Company as applicable from time to time.

**9. CONFIDENTIALITY OF INFORMATION** Any information concerning the Company's business, its customers, suppliers, etc. to which the Directors and Senior Management have access or which is possessed by the Directors and Senior Management, must be considered privileged and confidential and should be held in confidence at all times, and should not be disclosed to any person, unless (i) specifically authorized; or (ii) the same is part of the domain at the time of disclosure; or (iii) is required to be disclosed in accordance with applicable laws.

**10. REGULATORY COMPLIANCE** Every Director and Senior



Management shall, in his or her business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he or she operates. If the ethical and professional standards set out in the applicable laws and regulations are below that the Code, then the standards of the Code shall prevail.

**11. HEALTH, SAFTY AND ENVIRONMENT** The Directors and The Senior Management shall remain committed to prevent the wasteful use of natural resources and minimize any hazardous impact of the development, production, use and disposal of any of its products and services on the ecological environment.

**12. PROTECTION OF ASSETS** The Directors and Senior Management of the Company shall use the assets of the Company and for the purpose of conducting the business. These include tangible assets such as equipment and machinery, systems, facilities, materials, resources as well as intangible assets such as proprietary information, relationships with customers and suppliers, etc.

**13. AMENDMENTS TO THE CODE** The provisions of the Coode can be amended/ modified by the Board of Directors of the Company from time to time in line with any changes in law, changes in Company's philosophy, vision, business plans or otherwise and all such amendments/ modifications shall take effect from date stated therein. All Directors and Senior Management shall be duly informed of such amendments and modifications.

**14. PLACEMENT OF THE CODE ON WEBSITE** Pursuant to Regulation 46(2) of SEBI (Listing Regulation), 2015, this Code and any amendments thereto shall be posted on the website of the Company.

**15. ENFORCEMENT OF CODE OF CONDUCT** All Directors and/ or Senior Management shall be accountable for fully Complying with this Code.

**16. ADDITIONAL REQUIREMENT FOR INDEPENDENT DIRECTOR** In addition to the compliance of this code, Independent directors are also required to adhere to the Code of Conduct (in line with Schedule-IV of Companies Act, 2013) meant for Independent Directors of the Company (Appendix-IV).

**17. CONSEQUENCES OF NON-COMPLIANCE OF THIS CODE**

**17.1** In case of breach of Code by the Directors, the same shall be dealt with by the Board of Directors for initiating appropriate action, as deemed necessary.

**17.3** In case of breach of this Code by the Senior Management, the same shall be dealt with by Managing Director for initiating appropriate action, as deemed necessary.

\*\*\*\*\* **APPENDIX-I MANGALORE RFINERY AND**

**PETROCHEMICALS LIMITED (A subsidiary of Oil and Natural Gas Corporation Limited) CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT ACKNOWLEDGEMENT FORM I,**

....., have received and read the Company's CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT ("this Code"). I have understood the provisions and policies contained in this Code and I agree to comply with this Code. Signature : .....

Name : ..... Designation : .....

Date : ..... Place : .....

**APPENDIX-II MANGALORE RFINERY AND PETROCHEMICALS LIMITED (A subsidiary of Oil and Natural Gas Corporation Limited) CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT ANNUAL COMPLIANCE REPORT\* I,..... do hereby solemnly**

**affirm to the best of my knowledge and belief that I have fully complied with the provisions of the CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT during the Financial Year ended 31st March, .....**

**Signature : ..... Name : ..... Designation : ..... Date : ..... Place :**

..... \* To be submitted by 30th April each year. **APPENDIX-III**

**MANGALORE RFINERY AND PETROCHEMICALS LIMITED (A subsidiary of Oil and Natural Gas Corporation Limited) CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT PERSONNEL EXTRACT OF SECTION 2(77) OF THE COMPANIES ACT, 2013 AND RULES THEREUNDER Meaning of**

**"relative" "relative", with reference to any person, means anyone who is related to another, if— (i) they are members of a Hindu Undivided Family; (ii) they are husband and wife; or (iii) one person is related to the other in such manner as may be prescribed The Companies (Specification of definitions details) Rules, 2014-para 4 prescribed as under: List of relatives in terms of clause (77) of section 2.- A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:- (1) Father: provided that the term "Father" includes step-father. (2) Mather: provided that the term "Mother" includes the step-mother. (3) Son: provided that the term "Son" includes the step-son. (4) Son's wife. (5) Daughter. (6) Daughter's husband. (7) Brother: Provided that the term "Brother" includes**

the step-brother. (8) Sister: Provided that the term “Sister” includes the step-sister. APPENDIX-IV Schedule IV [See section 149(8)] CODE FOR INDEPENDENT DIRECTORS The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors. I. Guidelines of professional conduct: An independent director shall: (1) uphold ethical standards of integrity and probity; (2) act objectively and constructively while exercising his duties; (3) exercise his responsibilities in a bona fide manner in the interest of the company; (4) devote sufficient time and attention to his professional obligations for informed and balanced decision making; (5) not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making; (6) not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person; (7) refrain from any action that would lead to loss of his independence; (8) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly; (9) assist the company in implementing the best corporate governance practices. II. Role and functions: The independent directors shall: (1) help in bringing an independent judgment to bear on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct; (2) bring an objective view in the evaluation of the performance of board and management; (3) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance; (4) satisfy themselves on the integrity of financial information and that financial control and the systems of risk management are robust and defensible; (5) safeguard the interests of all stakeholders, particularly the minority shareholders; (6) balance the conflicting interest of the stakeholders; (7) determine appropriate levels of remuneration of executive directors, key

managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management; (8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest. III. Duties : The independent directors shall— (1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company; (2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company; (3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member; (4) participate constructively and actively in the committees of the Board in which they are chairpersons or members; (5) strive to attend the general meetings of the company; (6) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting; (7) keep themselves well informed about the company and the external environment in which it operates; (8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board; (9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company; (10) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use; (11) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy; (12) acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees; (13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law. IV. Manner of appointment: (1) Appointment process of independent directors shall be independent of the Company management, Since MRPL is a Schedule A

Central Public Sector Enterprise (CPSE) under the Administrative Ministry, Ministry of Petroleum and Natural Gas (MoP&NG) , Government of India (GOI) will appoint Independent Director on the Board of the Company. (2) The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders. (3) The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management. (4) The appointment of independent directors shall be formalised through a letter of appointment, which shall set out: (a) the term of appointment; (b) the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks; (c) the fiduciary duties that come with such an appointment along with accompanying liabilities; (d) provision for Directors and Officers (D and O) insurance, if any; (e) the Code of Business Ethics that the company expects its directors and employees to follow; (f) the list of actions that a director should not do while functioning as such in the company; and (g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any. (5) The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours. (6) The terms and conditions of appointment of independent directors shall also be posted on the company's website. V. Re-appointment: Ministry of Corporate Affairs vide notification dated 05/06/2015, has exempted the Government Company from the formal annual evaluation by the Board on its own performance pursuant to Section 134(3) (p) of the Companies Act, 2013, as the Directors are evaluated by the administrative Ministry i.e., Ministry of Petroleum and Natural Gas (MoP&NG), Government of India. VI. Resignation or removal (1) The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act. (2) An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of not more than one hundred and

eighty days from the date of such resignation or removal, as the case may be. (3) Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply. VII. Separate meetings: (1) The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management; (2) All the independent directors of the company shall strive to be present at such meeting; (3) The meeting shall: (a) review the performance of non-independent directors and the Board as a whole; (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors; (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties. VIII. Evaluation mechanism: Ministry of Corporate Affairs vide notification dated 05/06/2015, has exempted the Government Company from the formal annual evaluation by the Board on its own performance pursuant to Section 134(3) (p) of the Companies Act, 2013, as the Directors are evaluated by the administrative Ministry i.e., Ministry of Petroleum and Natural Gas (MoP&NG), Government of India.

#### **Whistle blower policy**

This policy protects employees who make protected disclosures, but does not protect disclosures that are related to poor job performance or misconduct by the whistle blower.

#### **WHISTLE BLOWER POLICY 1. Preface 1.1 “The Whistle Blower Policy”**

hereinafter referred as “The Policy” is formulated to provide a vigil mechanism for Directors and Employees to raise genuine concerns about unethical behaviour, actual or suspected fraud or violation of the Company’s code of conduct or ethics policy. It also provides for adequate safeguard against victimisation of persons who use such mechanism. 1.2 The Policy provides necessary safeguards for protection of Directors and Employees who avail the vigil mechanism from reprisals or victimization, for whistle blowing in good faith and to provide opportunity to Directors and Employees



for direct access to the Chairperson of the Audit Committee in exceptional cases. 1.3 However, a disciplinary action against the Whistle Blower which occurs on account of poor job performance or misconduct by the Whistle Blower and which is independent of any disclosure made by the Whistle Blower shall not be protected under the Policy. 1.4 For the sake of absolute clarity, it is specified that the Whistle Blower Policy does not tantamount in any manner to dilution of the Vigilance mechanism in MRPL. Rather, over and above the existing Vigilance mechanism, any Protected Disclosure made by an employee under this policy, if perceived to have a vigilance angle, shall be referred to the Chief Vigilance Officer, MRPL. 1.5 The Whistle Blower Policy is in conformity with Clause 49 of the Listing Agreement and provisions of the Companies Act, 2013 read with the Companies (Meetings of Board and its Powers) Rules, 2014. 1.6 The Whistle Blower Policy was amended by Audit Committee in its 66th Audit Committee meeting and placed before the 189th Board meeting held on 11/08/2014. 3 2. Definitions 2.1 “Audit Committee” means the Audit Committee of the Board constituted by the Board of Directors of MRPL in accordance with Section 177 of the Companies Act, 2013 read with the Companies (Meetings of Board and its Powers) Rules, 2014 and Clause 49 of the Listing Agreement with the Stock Exchanges. 2.2 “Competent Authority” means the Managing Director of MRPL and will include any person(s) to whom he may delegate any of his powers as the Competent Authority under the Policy from time to time. In case of conflict of interest, Competent Authority means Chairman of Audit Committee. 2.3 “Director” means a Director as defined under Section 2 (32) of the Companies Act, 2013. 2.4 “Employee” means an employee as defined in the MRPL – Conduct, Discipline and Appeal Rules, 2003. 2.5 “Frivolous Complaint” means fabricated, false, baseless and superficial complaint with an ulterior motive. 2.6 “Genuine Complaint” means genuine, factual and legitimate complaints based on records reporting improper activity. 2.7 “Improper Activity” means unethical behaviour, actual or suspected fraud or violation of the company's general guidelines on conduct or ethics policy by any Director or Employee of MRPL. 2.8 “Investigators” means those persons authorized, appointed, consulted or approached by the Managing Director/ Competent Authority in connection with conducting investigation into a protected disclosure and

include the Auditors of MRPL. 2.9 “Protected Disclosure” means any communication made in good faith that discloses or demonstrates information that may be treated as evidence of unethical or “Improper Activity”. 4 2.10 “Screening Committee” means a Committee constituted under the Policy of MRPL, comprising, the Managing Director or in his absence, a Functional Director as nominated by Managing Director and Chairman, Audit Committee or in his absence, a member of the Audit Committee as nominated by the Chairman, Audit Committee. 2.11 “Service Rules” means the MRPL-Conduct, Discipline and Appeal Rules, 2003. 2.12 “Subject” means a Director or Employee against or in relation to whom a Protected Disclosure has been made or evidence gathered during the course of an investigation. 2.13 “Whistle Blower” means a Director or Employee making a Protected Disclosure under this policy. 3. Eligibility All Directors and Employees of MRPL are eligible to make “Protected Disclosures”. 4. Guiding Principles 4.1 Protected disclosures shall be acted upon in a time bound manner. 4.2 Complete confidentiality of the Whistle Blower will be maintained. 4.3 The Whistle Blower and / or the person(s) processing the Protected Disclosure will not be subjected to victimization. 4.4 Evidence of the Protected Disclosure will not be concealed and appropriate action including disciplinary action will be taken in case of attempts to conceal or destroy evidence. 4.5 'Subject' of the Protected Disclosure i.e. Director or Employee against or in relation to whom a protected disclosure has been made, will be provided an opportunity of being heard. 4.6 The Whistle Blower should bring to attention of the Competent Authority at the earliest any improper activity or practice. Although they are not required to provide proof, they must have sufficient cause for concern. 5 4.7 The Whistle Blower shall co-operate with investigating authorities, maintaining full confidentiality. 5. Whistle Blower - Role & Protections · Role: 5.1 The Whistle Blower's role is that of a reporting party with reliable information. 5.2 The Whistle Blower is not required or expected to conduct any investigations on his own. 5.3 The Whistle Blower may also be associated with the investigations, if the case so warrants. However, he shall not have a right to participate. 5.4 Protected Disclosure will be appropriately dealt with by the Competent Authority. 5.5 The Whistle Blower shall have a right to be informed of the disposition of his disclosure



except for overriding legal or other reasons. · **Protections:** 5.6 Genuine Whistle Blowers will be accorded protection from any kind of harassment /unfair treatment / victimization. However, motivated and frivolous disclosures shall be discouraged. 5.7 In case of repeated frivolous complaints being filed by a Director or an Employee, the Audit Committee may take suitable action against the concerned Director or Employee including reprimand. 5.8 If the Whistle Blower is required to give evidence in criminal or disciplinary proceedings, arrangements will be made for the Whistle Blower to receive advice about the procedure. Expenses incurred by the Whistle Blower in connection with the above, towards travel etc. will be reimbursed as per normal entitlements. 6 5.9 A Whistle Blower may report any violation of clause 5.8 above to the Competent Authority who shall investigate into the same and take corrective action as may be required. 5.10 Any other Director or Employee assisting in the said investigation shall also be protected to the same extent as the Whistle Blower. 6. **Procedures - Essentials and Handling of Protected Disclosure** 6.1 The Protected Disclosure / Complaint should disclose the identity of the whistle blower / complainant i.e. his/her Name, Employee Number and Location, Director Identification Number (DIN) and should be inserted in an envelope which should be closed / secured / sealed. The envelope thus secured / sealed should be addressed to the Competent Authority and should be superscribed "Protected Disclosure". (If the envelope is not superscribed and closed /sealed / secured, it will not be possible to provide protection to the whistle blower as specified under this policy). 6.2 If the Whistle Blower believes that there is a conflict of interest between the Competent Authority and the whistle blower, he may send his protected disclosure directly to the Chairman of the Audit Committee, MRPL. 6.3 Anonymous or pseudonymous Protected Disclosure shall not be entertained. 6.4 Protected Disclosure should either be typed or written in legible hand writing in English or Hindi and should provide a clear understanding of the Improper Activity involved or issue / concern raised. The reporting should be factual and not speculative in nature. 6.5 It must contain as much relevant information as possible to allow for preliminary review and proper assessment. 6.6 Investigations into any Improper Activity which is the subject matter of an inquiry or order under the Commissions of Inquiry Act, 1952 will

not come under the purview of this policy. 6.7 The contact details of the Competent Authority for addressing and sending the Protected Disclosure is as follows: 7 Managing Director, Competent Authority, Whistle Blower Mechanism Mangalore Refinery and Petrochemicals Limited Mudapadav, Kuthethur, P.O. Via Katipalla, Mangalore – 575 030

Email:kumarh@mrplindia.com 6.8 The contact details for addressing a protected disclosure to the Chairman, Audit Committee are as follows: Chairman, Audit Committee Mangalore Refinery and Petrochemicals Limited Mudapadav, Kuthethur, P.O. Via Katipalla, Mangalore – 575 030 Email:

c.l.shah@hotmail.com 6.9 The Competent Authority shall mark the envelope containing the Protected Disclosure to a dedicated Confidential Section, which shall maintain a record thereof and shall submit the same to the Screening Committee. 6.10 The Screening Committee shall weed out frivolous complaints and the Protected Disclosure(s) which require further investigation shall be forwarded to the investigator(s) nominated for this purpose, through the Confidential Section. 6.11 The Screening Committee shall endeavour to meet within 15 days of receipt of a Protected Disclosure. 7. Investigations and Role of Investigators · Investigation: 7.1 Investigations shall be launched if the Screening Committee is satisfied after preliminary review that: 8 a) The alleged act constitutes an improper or unethical activity or conduct, and b) The allegation is supported by information and specific enough to be investigated or in cases where the allegation is not supported by specific information, it is felt that the concerned matter deserves investigation. 7.2 The decision taken by the Screening Committee to conduct an investigation is by itself not to be construed as an accusation and is to be treated as a neutral fact finding process. 7.3 The identity of the Subject(s) and the Whistle Blower will be kept confidential. 7.4 Subject(s) will normally be informed of the allegations at the commencement of a formal investigation and will be given opportunities for providing their inputs during the investigation. 7.5 Subject(s) shall have a duty to co-operate with the Investigator(s) during investigation to the extent that such co-operation will not compromise self-incrimination protections available under the applicable laws. 7.6 Subject(s) have a responsibility not to interfere with the investigation. Evidence shall not be withheld, destroyed or tampered with, and

witnesses shall not be influenced, coached, threatened or intimidated by the Subject(s). 7.7 Unless there are compelling reasons not to do so, Subject(s) will be given the opportunity to respond to material findings contained in an investigation report. No allegation of wrongdoing against a Subject(s) shall be considered as maintainable unless there is good evidence in support of the allegation. 7.8 The investigation shall be completed within 45 days of the date of receipt of the protected disclosure or such extended period as the Competent Authority may permit for reasons to be recorded. 7.9 Subject(s) have a right to be informed of the outcome of the investigation. 9 · Role of Investigator(s): 7.10 Investigator(s) are required to conduct a process towards fact- finding and analysis. Investigator(s) shall derive their authority from Competent Authority when acting within the course and scope of their investigation. The Investigator(s) shall submit his / their report to the Competent Authority. 7.11 All Investigators shall perform their role in an independent and unbiased manner. Investigators have a duty of fairness, objectivity, thoroughness, ethical behaviour and observance of professional standards. 8. Action 8.1 If the Competent Authority is of the opinion that the investigation discloses the existence of improper activity which is an offence punishable in law, the Competent Authority may direct the concerned authority to take disciplinary action under applicable statutory provisions including referring the matter to CVO, MRPL for appropriate action. 8.2 The Competent Authority shall take such other remedial action as deemed fit to remedy the improper activity mentioned in the protected disclosure and /or to prevent the re-occurrence of such improper activity. 8.3 If the investigation discloses that no further action on the protected disclosure is warranted, the report shall be filed in the Confidential Section. 9. Reporting and Review The Competent Authority shall submit a quarterly report of the protected disclosures, received and of the investigation conducted, and of the action taken to the Audit Committee for review. 10 10. Notification & Disclosures All the Heads of Department are required to notify & communicate the existence and contents of this policy to the employees of their department. The Whistle Blower Policy shall be prominently displayed on all Notice Boards of the Company, circulated to recognised union/ management staff association. This policy, including amendments thereof, shall be disclosed on the website:

[www.mrpl.co.in](http://www.mrpl.co.in) and in the Board's report. 11. Annual Affirmation The Company shall annually affirm that it has not denied any employee access to the Competent Authority/Audit Committee and that it has provided protection to the Whistle Blower from adverse action. The affirmation shall form part of Corporate Governance report as attached to the Annual Report of the Company. 12. Amendments The Policy can be modified at any time by the Audit Committee of MRPL. Such modifications shall also be reported to the Board.

### **Health and safety**

MRPL offers periodic training programs for contract workers, and requires them to complete Industrial Safety Training before receiving a refinery entry gate pass. MRPL also provides continuous training on plant safety for employees and contract workers, and trains employees about safety in neighboring industries.

### **Safety Management Systems**

1. MRPL is certified with ISO 9001: 2015, ISO 14001:2015, ISO 45001:2018 and 50001:2018.
2. Company has been awarded 5 Star rating for its Health and Safety Management system by the prestigious British Safety Council, U. K.
3. The fire prevention and protection systems at MRPL have been developed keeping in view the hazardous nature of the Refining Industry and conform to OISD and TAC guidelines.
4. Safety Statistics : MRPL successfully achieved 294 accident free days as on 31st March 2017 without Reportable Lost Time Injury (RLTI) and the previous best accident free days was 1662.
5. Safety Award : The Safety Award Policy for accident free days has been constituted as an incentive to encourage employees and contractors to practice and ensure Safe work environment.
6. The following systems and procedures are in place:

- **Area Safety Committee :** On the departmental level Area Safety Committees (ASC) headed by the respective GM / DGM and comprising of Supervisory and non-Supervisory staff have been set up to meet once every month to evaluate, control and investigate factors that have accident potential and provide solutions.
- **Central Safety Committee :** An Apex body known as the Central Safety Committee is established with the purpose of reviewing and monitoring the Refinery Safety Management System. The CSC meets once every month under the Chairmanship of GGM (I/C. Refinery) with Chief Manager (Safety) as its Secretary. The Committee includes all ASC Chairmen, H.O.D's, Chief Medical Officer, Welfare Officer and Purchase Department representative.
- **Work Permit System :** MRPL has devised Work Permit System based on OISD guidelines to ensure jobs are performed in a safe manner with the active cooperation of the Operating and maintenance groups. Fire & Safety verifies compliance of written advice and erring parties are suitably advised for corrective action. Various Work permits prevalent at MRPL are given below.
  - Cold Work Permit
  - Hot work / Vehicle entry Permit
  - Confined Space Entry / Vessel Entry /Box-up Permit
  - Excavation Permit
  - Electrical Work Permit
  - Radiation Safety Permit.
  - Working on Fragile Roof/Height.

**Audits :** Various Audits have been conducted by renowned external agencies like British Safety Council, KLG-TNO, LPA, Munich Re, HPCL and

**OISD. The high level of safety awareness achieved at MRPL has been lauded by all such internationally acclaimed Audit agencies.**

**Publications : Safety Newsletter is published every quarter providing safety information. Subjects related to our Housing Colony including evacuation procedures is also published and circulated. Fire & Safety Manual, Onsite Emergency Response Management Plan, Job Safety Procedures, Material Data Sheet (MSDS), safety in Transportation of Hazardous goods are published and also displayed on MRPL's intranet for the benefit of all employees.**

**Training for Employees : Training in Safety & Firefighting is an ongoing full day program conducted every week involving Plant employees. The curriculum of the training program includes theoretical classroom lectures at our dedicated Training Centre followed by simulated live firefighting training at the Fire Training ground having various models designed as per OISD. It is mandatory for every employee joining our company to undergo one-day induction training program on Industrial Safety and subsequently Refresher Safety program once in a year.**

**Training for Contract employees : Each and every Contract workmen are covered under periodic half-day training programs. Refinery Entry gate passes to contract workmen are issued only after they undergo MRPL's Industrial Safety Training.**

**Safety First is the Company's motto.**

- **Continuous training on plant safety for employees and contract labourers.**
- **Training on safety for neighbouring industries.**
- **MRPL is the convener of the Mangalore chapter for the National Safety Council.**

**Occupational Health at MRPL:**

- All safety measures required at petroleum refinery are implemented and maintained as per the norms prescribed by Chief Controller of Explosives, Govt. of India; Oil Industry Safety Directorate; Factories Act; etc. as well as international standard practices
- Work environment, Air quality, Noise and Safety parameters (occupational exposure) monitoring at regular intervals are being carried out.
- Awareness programmes about occupational Health & safety aspects at petroleum refinery (unit wise), potential accidents and the associated risks etc.
- Regular Training Programmes are conducted for all employees on Health, Safety, firefighting, necessity and use of personal protective equipment, Emergency mock drills etc.
- Safety and Environment Audits are conducted regularly at refinery by external agencies including Oil Industry Safety Directorate. The recommendations emerging out of audit studies are implemented on priority basis.

### **Occupational Health Centre:**

MRPL has a full-fledged Occupational Health Centre (OHC) within the premises headed by Chief Medical Officer.

The OHC has following facilities:

- Ambulance service round the clock
- Emergency ward – 3 beds
- Recovery ward – 3 beds
- Nursing care and medical attendant round the clock
- Shower facility for Chemical contact poisoning
- Pharmacy and specific antidotes for specific inhalation poisoning

## **Occupational Health and Safety Plan**

**Regular health check up of the employees and contract workers is being done at the company hospital as per the requirements under the Factory Act, Details of the medical tests conducted are as given below:**

**a) Medical Examination < 40 Yrs : The Hospital carries out Periodic Medical Examination of the employees below 40 yrs. The Tests comprises of General check-up including medical parameters HB,TC,DC,ESR, RBS, Urine Routine, Vision Tests.**

**b) Medical Examination > 40 Yrs : The tests are : HB, TC, DC, ESR, FBS, PPBS, Lipid profile, Urea, Creatinine, Urine Analysis, Vision Tests, ECG, spirometry and X-Ray besides physical examination and CVS risk analysis.**

**c) TMT & Echocardiography Tests for Employees > 50 Yrs.**

**d) Papsmear & Mammogram Test for Women Employees.**

**e) Special Eye Testing : Special Eye testing are being carried out at random basis for different departments (Colour vision also done).**

**f) Audiometry Tests : Audiometry tests are being carried out for all the employees working in high noise area.**

**g) Canteen Employees Medical Examination : The following tests are being carried out:Cholesterol X-ray, ECG & General Check-up, HBSAg HB, TC, DC, ESR, U.A. HIV, VDRL & Gen. Check-up. Albedazole, Tinidazole tablets have been given to all canteen employees, as they are food Handlers.**

**h) Benzene in Urine using advanced Chromatograph : Benzene in urine tests are conducted to target group of employees and so far no abnormalities have been observed.**



**i) Medical check-up for contract workmen : Regular medical check-up for contract workmen is being carried out regularly, the tests includes HB, TC, DC, ESR, FBS, PPBS, Lipid profile, Urea, Creatinine, Urine Analysis, Vision Tests, ECG, X-Ray besides physical examination and CVS risk analysis. Action taken, when employee were found to have been affected.**

#### **Human capital management**

**MRPL views its employees as assets, and trains them on various topics as needed.**

**Our employees are our assets:**

- **MRPL operates the Refinery with the optimized manpower.**
- **Highly innovative and motivated employees.**
- **Employees are trained on various subjects, as per requirement.**

**Various group and individual annual awards instituted for efficiency, energy conservation, safety, housekeeping, innovative ideas, heroic deeds, import substitution, sports, cultural activities etc.**

**A house journal- "MRPL Pathera" covering the events & achievements of employees and their family members is circulated on quarterly basis to all the employees.**

## **14. Hindustan Petroleum Corporation Limited (HPCL)**

### **1. INTRODUCTION**

HPCL's vision is to be a world-class energy company known for caring and delighting the customers with high-quality products, innovative services across domestic and international markets with aggressive growth and delivering superior financial performance. It is in the vision of the Corporation to be a model of excellence in meeting social commitment, environment, health and safety norms in employee welfare and relations. HPCL has always been a corporate with conscience having strong belief that business priorities co-exist with social commitment and inclusive growth.

The Constitution of India which was adopted by the Constituent Assembly on 26th November 1949 and came into force on 26th January, 1950 guarantees certain basic human rights in the form of fundamental rights. The six fundamental rights include the Right to Equality (Article 14 to 18), Right to Freedom (Article 19 to 22), Right against Exploitation (Article 23 & 24), Right to Freedom of Religion (Article 28), Cultural and Educational Rights (Article 29 & 30) and Right to Constitutional Remedies (Article 32 & 226). These Fundamental Rights inter alia, draw their inspiration from the principles of Universal Declaration of Human Rights, 1948 (UDHR). HPCL being a Central Public Sector Enterprise is an instrumentality or an agency of the State.

HPCL's commitment towards inclusive development for all draws its inspiration from the Gandhian principles of trusteeship that suggests that people must manage earth's resources as trustees or custodians acting in the interest of society at large. Towards this end, realization of Human Rights has been a key priority for HPCL. HPCL recognizes its responsibility to conduct business in a manner that respects the rights and dignity of all its stakeholders, as enshrined in national and international standards. Our commitment is grounded in the principles of United Nations Global Compact, the Universal Declaration of Human Rights, International Labour Organization's Declaration on Fundamental Principles and Rights at Work, The National Guidelines on Responsible Business Conduct, 2018 (NGRBC) which is dovetailed with the United Nations Guiding Principles on Business & Human Rights (UNGPs) and Fundamental Rights as envisaged in Constitution of India.

HPCL is deeply committed to uphold the spirit of human rights as outlined in the Constitution of India, various applicable statutes, guidelines, relevant laws, regulations and various applicable international declarations and guidelines covering the relevant aspects of human rights. HPCL ensures that it is not complicit in human right abuses. In keeping with the UN Guiding Principles, where national law and international human rights standards differ, we follow the higher standard. Where they are in conflict, we respect national law while seeking to respect the principles of internationally recognized human rights.

We encourage our employees and stakeholders (including its business and supply chain partners) to adopt, promote and respect the elements of human rights within their operations and within their supply chains by adhering to all applicable laws and international principles on human rights.

## 2. SCOPE & APPLICABILITY

This policy covers following topics and is applicable to various stakeholders such as employees, business partners, suppliers, contractors, sub-contractors, joint-venture partners, business associates, other relevant parties, end-customers, etc.

### A] Commitment Framework

Equal Opportunity, Workforce Diversity and Inclusion

Recognizing Collective Bargaining within regulatory framework

Safe and Healthy Workplace

Environment Stewardship

Prohibition of Child Labour, Forced Labour and Human Trafficking

Prohibition, Prevention & Redressal of Harassment

Inclusive Employment Standards

Ethical Business Practices (Anti-Corruption & Bribery)

B] Human Rights Capacity Building

C] Due Diligence

D] Grievance Redressal

E] Communication of the Policy

F] Disclosing Performance on Human Rights Policy Commitments

## 2[A] COMMITMENT FRAMEWORK

The value system of our Corporation, which calibrates the behaviour of its employees as well as their professional pursuits and engagements, serves as a testament to its philosophy. "HP FIRST" crystallizes our corporate values as an acronym where 'F'

stands for Free, Frank and Fair, 'I' stands for Integrity, 'R' for Respect for Individual, 'S' for Sustainable Performance and 'T' for Team Spirit.

Our core values represent our dedication to our clients, stakeholders, business partners, vendors, suppliers, dealers, etc. These values are outlined based on certain principles which are as under:

a) Equal Opportunity, Workforce Diversity and Inclusion

HPCL has adopted an 'equal opportunity policy' consistent with maintaining an environment that is based on merit and inclusiveness. HPCL believes that diversity of our workforce as well as of our customers, suppliers, and others adds significant value to the Company and hence we embrace diversity and inclusion.

We adopt a fair, objective, structured and reliable recruitment process that helps identify and attract talented individuals with a passion to excel. HPCL is committed to comply with the provisions of the Rights of Persons with Disabilities (RPwD) Act, 2016. HPCL promotes a workplace culture, based on fair practices, to safeguard the rights of persons with disabilities to be treated with dignity, respect and equal terms and conditions of employment.

HPCL focuses on encouraging and achieving diversity in its recruitment processes helps us acquire talent across various geographies from different backgrounds, gender, caste, origin, among others. Irrespective of the varied cultural backgrounds, all newly recruited employees are treated equally and given equal opportunities to learn, grow

and perform. We have fair and transparent policies laid down for employees integration, career growth and development.

HPCL is an equal opportunity employer and has zero tolerance towards any kind of discrimination on the basis of caste, religion, disability, gender, sexual orientation, status, race, colour, ancestry, marital status, political opinion, national extraction, social origin, or affiliation with a political, religious or union organization or majority/minority group or other factors and have strict mechanisms to deal with such cases.

#### b) Recognizing Collective Bargaining within regulatory framework

HPCL strongly upholds Collective Bargaining rights and places emphasis on building cordial & harmonious relations with its Unions in accordance with law. HPCL believes that the unions representing workmen are equal partners in our progress. Fairness and emphasis on transparency coupled with effective grievance management system helps in alignment of Unions and employees to the Company's vision. We have formal agreements with registered trade unions to deal with issues related to wage revisions, productivity improvement, conditions of employment, health and safety, training and education and grievance redressal, etc.

Before implementing any initiatives that affect or likely to impact regular employees in Non-Executive employees represented by Unions, it will be our endeavor to engage in constructive dialogue with concerned trade unions towards appreciating their perspectives and addressing their concerns.

With regard to any operational changes affecting regular workmen, HPCL shall comply with the relevant statutory provisions, wherever warranted.

HPCL lays great emphasis on continually engaging, enabling and empowering its stakeholders through a variety of interventions. We are committed to implementation of statutory requirements regulating the payment of wages, measures related to health, welfare, safety, conditions of work, etc. of our contractual / outsourced workmen at our locations.

#### c) Safe and Healthy Workplace

HPCL is committed to provide a safe workplace to its employees and contract workforce and safety to the communities wherever it operates. The Corporation believes that safety is an important tool for increasing productivity and reducing national losses. We have rigorous health and safety policies and procedures in place to identify and minimize safety risks related to the Company's plants, operations and processes. The focus, which our Safety Policy brings to the fore when it says, 'As an integral part of its business, our belief that no work or service or activity is so important or urgent that safety be overlooked or compromised', guides us towards our goal of 'zero incident'. We are firmly committed to make every effort to achieve and maintain high levels of safety in our operations.

HPCL provides a clean, healthy and safe working environment at all its locations and complies with applicable safety, health laws and regulations, as well as internal requirements.

HPCL believes that every stakeholder is entitled to enjoy highest attainable standard of health conducive to living a life of dignity. We lay special emphasis on preventive and curative measures for the health of our employees and extended workforce. While our employees and their dependents are covered under a comprehensive health insurance policy, other stakeholders are extended health insurance benefits under various social security legislations and applicable costs in such cases are reimbursed by HPCL wherever applicable.

#### d) Environment Stewardship

HPCL is focused on environmental sustainability through the implementation of various initiatives in the areas of carbon footprint reduction, energy efficiency, water conservation, waste management, renewable energy among others through development and diffusion of environmentally friendly technologies. We firmly believe that centering the business on sustainability leads to economic, environmental and social progress.

HPCL is committed to conduct business with an objective of preserving the environment and contributing to sustainable development.

HPCL shall strive to go beyond environmental compliance towards environmental stewardship and achieve best-in-class performance. Our actions are guided by our Board-approved policies on environment, sustainable development and climate change. HPCL strives for incorporating adaptation and mitigation measures to counter probable impacts of climate change on the business.



HPCL is committed towards achieving Net Zero Scope 1 and 2 emissions by the year 2040 with an overall reduction in carbon intensity. We have developed an Environment Strategy and road-map for energy transition to achieve the goal.

e) Prohibition of Child Labour, Forced Labour and Human Trafficking

In line with its unflinching commitment to good labour practices, HPCL ensures that no person below the age of eighteen years is employed at HPCL and forced or compulsory labour is prohibited in all its units. HPCL is committed to ensuring that no instance of Child or Forced Labour occurs in any of its operations and establishments. HPCL also prohibits associated vendors, contractors and suppliers from engaging in child and/or forced labour and human trafficking.

f) Prohibition, Prevention & Redressal of Harassment

HPCL believes that all its employees have the right to work with dignity which includes the right to a gender sensitive work environment. We are committed to maintaining a workplace that is free from violence, any type of harassment, intimidation and other unsafe or disruptive conditions due to internal and external threats. HPCL has 'zero tolerance' towards and prohibits sexual harassment and/or any conduct that may foster an offensive or hostile work environment, including unwelcome or unsolicited sexual advances. To inculcate appropriate workplace behaviour and promote gender sensitization, all employees are required to undergo sensitization training.

HPCL is committed to take measures to eliminate all forms of discrimination and create a healthy work environment which enables employees to work without fear of prejudice,

gender bias and sexual harassment. The CDA Rules applicable to Executive employees and the Standing Orders applicable to Non-Executive employees, accordingly list, inter alia, any act of sexual harassment of any women at her work place as a misconduct.

Security safeguards for employees are provided, as needed, and are maintained with respect for employee privacy and dignity. In the event of any case of sexual harassment or any other offensive conduct, we have established suitable processes and mechanisms to address them.

#### g) Inclusive Employment Standards

HPCL is committed to ensure inclusive employment standards which gives equal opportunities to all strata of society including reserved category, women empowerment, persons with disabilities, etc. The pay and benefits of Executive employees of HPCL are guided by relevant Govt. of India guidelines. For Non-Executive employees, a long-term settlement is arrived through collective bargaining with recognized Unions; and compensation packages are worked out accordingly. We follow applicable laws and regulations in the matter of deciding wages/salaries, hours of work and welfare measures. HPCL has a focused approach in implementing various employee retention strategies to enhance employee productivity and motivate employees.

HPCL suppliers have to abide by various terms and conditions of contracts which inter-alia cover safe and healthy working environment, compliance to labour law enactments, Human rights, payments of wages, ethical behaviour, environmental preservation etc.

#### h) Ethical Business Practices (Anti-Corruption & Bribery)

HPCL believes in conducting its business in a fair and transparent manner by adopting highest standards of professionalism, honesty, integrity and ethical behavior. We endeavor to work against corruption in all its forms including demand and acceptance of illegal gratification and abuse of official position with a view to obtain pecuniary advantage for self or any other person.

HPCL has zero tolerance towards malpractices of bribery or corruption in any form, in its business directly or indirectly. We are encouraging for adoption of ethics of highest standards covering integrity, commitment and transparency with commitment to eliminate corruption in all its forms including extortion and bribery.

HPCL has, inter-alia, a well-defined and transparent Policy framework for effectively promoting ethical business practices.

a. HPCL operates and expects its associates to operate, conforming to the highest moral, ethical standards, and fostering a culture of integrity and transparency.

b. HPCL has a “Code of conduct for Board Members and Senior Management Personnel of HPCL” to enhance further ethical and transparent process in managing the affairs of the Company.

c. HPCL has Conduct, Discipline and Appeal rules and Standing Orders which govern the conduct of Management employees and workmen respectively.

d. HPCL has a Whistle-blower policy and mechanism for reporting concerns about unethical conduct, actual or suspected fraud.

e. HPCL's Empowerment and Authority Manual serves as a reference guide for employees at all levels. It stipulates the authorities along with the monetary limits, where necessary, that can be exercised by the various levels of officers in the Corporation in their day-to-day functioning.

f. All procurement for supplies/ services is governed by the provisions enumerated in the Procurement Manual of HPCL which include various anti-corruption policies based on the broad principles outlined in the General Financial Rules of Government of India.

g. Tender Documents and Purchase Orders/ Awards include Anti-bribery and Anti-corruption clauses, Integrity Pact with oversight by recognized bodies like Transparency International, etc.

h. The matters regarding corruption and bribery are dealt in accordance with the Vigilance Manual (updated 2021) issued by Central Vigilance Commission. HPCL also carries out focused preventive vigilance activities which help in ensuring transparent business decisions by respective Departments within the Organization.

## 2[B] HUMAN RIGHTS CAPACITY BUILDING

HPCL shall continuously reinforce its commitment to respecting human rights through training. We are committed to impart sensitization training to our employees and associates including business partners, suppliers, contractors and their personnel to be aware of and respect human rights in the workplace and in the local communities directly impacted by our operations, build an understanding of human rights issues and an awareness of potential human rights risk, understand our expectations and their rights and responsibilities.

The policy will be communicated to all stakeholders through human rights capacity building trainings and awareness raising workshops. The policy will be communicated to new recruits through Induction Programme, as part of their on-boarding process.

To inculcate appropriate workplace behaviour and promote gender sensitization, online POSH workshops are regularly organized across the Corporation. These trainings and workshops are designed to be fit to purpose and will be regularly updated.

## 2[C] DUE DILIGENCE

HPCL is committed to proactively conduct human rights due diligence. HPCL prioritizes appropriate actions to identify, prevent or mitigate human rights impacts in its operations and supply chain. We may also seek third party interventions to monitor adherence to this policy.

## 2[D] GRIEVANCE REDRESSAL

Being a signatory to the United Nations Global Compact, HPCL policies incorporate the ten principles of the UN Global Compact and we are committed to upholding internationally proclaimed Human Rights. To ensure that the human rights of every individual is safeguarded, a robust grievance mechanism has been created to deal with any case of human rights violation. Implemented throughout the organization through an on-line portal, it allows for open and structured discussions on grievances raised on these issues and their resolution in a fair manner.

## 2[E] COMMUNICATION OF THE POLICY

This policy will be communicated to all stakeholders in an appropriate and meaningful manner through HPCL Website, Intranet, Training Sessions & Notice Boards.

## 2[F] DISCLOSING PERFORMANCE ON HUMAN RIGHTS POLICY COMMITMENTS

We are committed to transparently reporting on our salient human right issues, actions to address them and our overall progress to align with the UNGPs through our reporting mechanisms.

We are committed to continuously improve our approach as we gain more knowledge of and experience in managing human rights risks and adverse impacts over time. We will regularly review and update this policy to reflect the progress of our human rights journey and to ensure it remains in line with international best practice, as well as the evolving expectations of our stakeholders. To support this, we welcome feedback on this policy and its implementation. All feedback and comments on this Policy should be sent through HPCL Website (<https://www.hindustanpetroleum.com>)

## **CODE OF CONDUCT FOR BOARD MEMBERS AND SENIOR MANAGEMENT PERSONNEL.**

### **INTRODUCTION**

The Code of Conduct for Board Members and Senior Management Personnel” of Hindustan Petroleum Corporation Limited (hereinafter referred to as “the Company”).

The purpose of this Code is to enhance further ethical and transparent process in managing the affairs of the Company.

The Company currently has Conduct, Discipline & Appeal Rules for Officers (“the CDA Rules”), which govern the conduct of all Officers of the Company including Whole-time Directors but excluding Non - whole time Directors. The Code of Conduct for Board Members and Senior Management Personnel has now been framed specifically in compliance with the provisions of Regulation 17 of (5a & b) of SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015 with Stock Exchanges. In respect of Whole-time Directors and Senior Management Personnel this Code is to be read in conjunction with the CDA Rules.

It shall come into force with effect from 1st day of January, 2006.

### **DEFINITION AND INTERPRETATION**

In this Code, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning given to them below:

The term “Board Members” shall mean the Directors on the Board of Directors of the Company.

The term “Whole-time Directors” shall mean the Board Members who are in whole-time employment of the Company.

The term “Non-Whole-time Directors” shall mean the Board Members who are Part-time Directors and not in whole time employment of the Company



The term “Relative” shall mean ‘relative’ as defined in Section 2(77) of the Companies Act, 2013 read with Rule 4 of Companies (Specification of Definitions Details) Rules, 2014.

The term “Senior Management Personnel” shall mean personnel of the Company who are members of its core management team excluding Board.

The term “the Company” shall mean HPCL.

In this Code words importing the masculine shall include feminine and words importing singular shall include the plural or vice versa.

## **APPLICABILITY**

This Code shall be applicable to the following persons:

All Whole-time Directors

All Non-Whole time Directors including Independent Directors under the provisions of law.

Senior Management Personnel

## **KEY REQUIREMENTS**

The Board Members and the Senior Management Personnel shall act within the authority conferred upon them, keeping the best interests of the Company and observe the following:

Shall act with care, skill, diligence and integrity.

Shall act in good faith and fulfill the fiduciary obligations without allowing their independence of judgment to be compromised.

Shall not involve in taking any decision on a subject matter in which a conflict of interest arises or which in his opinion is likely to arise.

Shall avoid conducting business with (a) a relative or (b) a Private Limited Company in which he or his relative is a Member or a Director (c) a Public Limited Company in which he or his relative holds 2% or more shares or voting right and (d) with a firm in which the relative is a partner, except with the prior approval of the Board.

Shall not have any personal and/or financial interest in any business dealings concerning the Company.

Shall avoid any dealings with a Contractor or Supplier that compromises the ability to transact business on a professional, impartial and competitive basis or influence decision to be made by the Company.

Shall not hold any positions or jobs or engage in outside businesses or other interests that are prejudicial to the interests of the Company.

Shall not exploit for their own personal gain, opportunities that are discovered through use of corporate property, information or position, unless the opportunity is disclosed fully in writing to the Board of Directors of the Company and the Board declines to pursue such opportunity.

Shall not make any statement which has the effect of embarrassing the relations between the Company and the public including the stakeholders.

Shall not commit any offence involving moral turpitude or any act contrary to law or opposed to public policy resulting in a conviction.

Shall comply with the Insider Trading Code of the Company.

Shall keep in confidence all sensitive information concerning the Company's business, its customers, suppliers, etc

Shall not provide any confidential information either formally or informally, to the press or any other publicity media, unless specifically authorized.

Shall protect the Company's assets including physical assets, information and intellectual rights and shall not use the same for personal gain.

Shall be held accountable for fully complying with this Code.

## **DUTIES OF INDEPENDENT DIRECTORS**

Duties:

The independent directors shall—

undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company.

seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company.

strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member.

participate constructively and actively in the committees of the Board in which they are chairpersons or members.

strive to attend the general meetings of the company.

where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting.

keep themselves well informed about the company and the external environment in which it operates.

not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board.

pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company.

ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use.

report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy.

acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees.

not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

## COMPLIANCE OF LAW

Board Members and Senior Management Personnel shall comply with all applicable laws, rules and regulations.

## OTHER DIRECTORSHIPS

Unless specifically permitted, the whole-time Directors, and Senior Management Personnel shall not serve as Director or in any other position of any other Company or as Partner of a Firm that is engaged in a competing business with the Company.

## RELATED PARTY DISCLOSURES

The Board Members shall make disclosure to the Board of Directors and Senior Management Personnel shall make disclosure to the Chairman and Managing Director/Competent Authority under the provisions of Accounting Standard 18 governing related party transactions.

## AMENDMENTS TO THE CODE

The provisions of this Code can be amended/ modified by the Board of Directors of the Company from time to time and all such amendments/ modifications shall take effect from the date stated therein.

## PLACEMENT OF THE CODE ON WEBSITE

Pursuant to Regulation 46 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, this Code and any amendments thereto shall be posted on the website of the Company.

## ANNUAL COMPLIANCE REPORTING

It terms of Regulation 26 (3) of SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, all Board Members and Senior Management Personnel shall affirm compliance of this Code within 30 days of close of every financial year. A proforma of Annual Compliance Report is annexed to this Code as Appendix-I.. The Annual Compliance Report shall be forwarded to the Company Secretary.

#### **CONSEQUENCES OF NON COMPLIANCE OF THIS CODE**

In case of breach of this Code by the Non Whole time Directors, the same shall be considered by the Board of Directors for initiating appropriate action, as deemed necessary.

In case of breach of this Code by the Whole time Directors and Senior Management Personnel, the same shall be dealt with in accordance with the CDA Rules of the Company.

### **15. Mahanagar Gas Limited (MGL)**

#### **Human Rights Policy**

##### **Background/Preamble:**

Mahanagar Gas Limited (hereinafter referred as “the Company” or “ MG” or “We” or “Our” or “Us”) is one of the India's leading natural gas distribution companies. The Company has embedded strong

processes and procedures in the ecosystem to prevent the infringement of Human Rights and is committed to respect, uphold and protect the human rights of all individuals.

##### **Purpose:**

This Human Rights policy (“Policy”) lays out a common set of ethical values to ensure every stakeholder of MGL is treated with respect and dignity.

##### **Coverage & communication of policy:**

The policy is applicable to all the MGL stakeholders including but not limited to employees, workers, suppliers, business partners, customers, communities, investors, and shareholders. The Policy will be communicated to all concerned & shall be web hosted. Further, all employees shall undergo annual refresher trainings & new employees will receive a training on this Policy during induction fostering an environment of empowerment and knowledge.

#### Definition(s):

“Human Rights” means rights inherent to all human beings regardless of race, sex, nationality, ethnicity,

language, religion, or any other status. Our constitution enshrines human rights like Right to Equality &

Freedom, Right against Exploitation, Right to freedom of Religion, Cultural & Educational Rights as well

as Right to Constitutional Remedies.

#### Components of the Policy:

Our respect for and commitment to Human Rights is aligned to our values. We believe that our Human

Rights responsibilities are to our employees, the communities where we operate, suppliers and business

partners, and customers.

Across our diverse and extended supply chain, we strive to make our Human Rights expectations and

commitments clear to our suppliers, business partners and we shall play a positive role in building

awareness on Human Rights for the stakeholders covered under this Policy.

MGL seeks to identify, assess, and manage Human Rights impacts within its value chain for its

employees, suppliers and contractors and the community in which it operates, ensuring they are in line

with the following objectives.

Employees:

- Ensure Human Rights Integration within the Company Ecosystem:

Our commitment to Human Rights involves measuring and managing the impact of our operations,

ensuring access to grievance mechanisms for all affected by our business. We uphold the

fundamental principles of Human Rights, including the elimination of discrimination, child labor, and

forced labor.

- Equitable Treatment and Employee Rights:

We guarantee fair and equal compensation to all employees in compliance with minimum wage

regulations. Employees have the right to freedom of association and collective bargaining without

fear of intimidation or harassment. Our pledge is to engage in constructive discussions with labor

representatives in good faith, as outlined in our 'Freedom of Association Policy'.



- Non-Discrimination and Safe Working Environment:

We are dedicated to safeguarding employees against discrimination and sexual harassment,

ensuring equal opportunities for all in alignment with our "Equal Opportunity Policy". Our aim is to

provide a conducive, healthy, and safe working environment that adheres to applicable local rules

and regulations regarding overtime compensation, remuneration, and working hours.

- Transparent Grievance Mechanisms:

A robust grievance mechanism is in place to address Human Rights-related issues, prioritizing

complainants' confidentiality and prohibiting any form of retaliation.

Suppliers and Contractors:

- Forbid all types of forced labor, child labor and bonded labor including any other form of slavery or

human trafficking.

- Include Human Rights clauses in all agreements and contracts with its value chain partners.

- Evaluation and selection of major contractors and suppliers, taking into consideration

Human Rights Policy, and monitor their performance wherever appropriate.

Communities:

- Committed to the stakeholders in the communities where we carry out operations, taking their

views into account.

- Committed to creating an economic opportunity, by nurturing goodwill and refining Human Rights

by implementing corporate social responsibility and employee engagement initiatives in the areas

of our operations.

- Encourage respecting for Human Rights of local communities with specific focus on vulnerable and

marginalized groups.

Adherence to regulations:

- The Company upholds fundamental human rights in line with the legitimate role of business. Its

approach includes adherence to corporate business policies and compliance with applicable laws,

human rights content of the Constitution of India, National laws and policies and the content of

International Bill of Human Rights.

Grievance Redressal Mechanism:

There is a grievance redressal mechanism (including escalation) in place that provides a platform for

all external stakeholders covered under this Policy to register their complaints or concerns on Human

Rights issues. Kindly refer to the 'Grievance Redressal for external stakeholders' Policy for

information on the same.

The stakeholders can register their complaints by writing to MGL. Grievances of employees will

be handled as covered under MGL's internal Code of Conduct Policy.

Version 1.0

Amending Authority: Dy. MD/ Chairman, ESGC