

NATIONAL COUNCIL FOR CEMENT AND BUILDING MATERIALS

NCB CONTRACT SERVICE RULES, 1975
(including amendments up to 20 Feb 03)

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NCB CONTRACT SERVICE RULES 1975

1 SHORT TITLE

1.1 These Rules shall be called 'NCB Contract Service Rules, 1975 and shall be applicable to officials of NCB, other than those covered by NCB Cadre Rules 1974 and those employed on casual basis.

1.2 They shall come into force with effect from 1 July 1975.

2 TERMINOLOGY

2.1 In these Rules, the following expressions shall have the meaning assigned to them hereunder :

- a) '**Appointing Authority**' means the authority empowered to make appointment under these Rules.
- b) '**Board**' means the Board of Governors of the NCB.
- c) '**Director General**' means the Director General of the NCB.
- d) '**NCB**' means the National Council for Cement and Building Materials.
- e) '**NCB Authorities**' means authorities of the NCB as defined in Rules and Regulations of the NCB.
- f) '**NCB Cadre Rules 1974**' means NCB Cadre Rules 1974 of the National Council for Cement and Building Materials.

2.2 Reference to any Rules shall mean Rules as in force from time to time.

2.3 Wherever the context of a Rule so admits, the masculine gender shall include the feminine gender and the singular number shall include the plural number and vice versa.

3 DESIGNATIONS

3.1 All persons admitted to NCB Contract Service shall have one common designation "NCB Contract Official".

3.2 Simultaneously, depending on the jobs, responsibilities assigned to a NCB Contract Official by the NCB from time to time and for the purposes of convenience of management of the NCB, he may be assigned appropriate functional designations by the Director General from time to time.

4 GRADE, PAY AND ALLOWANCES

4.1 The contract official shall be appointed only in emergent cases to meet the immediate requirement and for a specific purpose and/or period. Every contract official shall be paid a consolidated salary which will be fixed in such a manner that it will not exceed 75% of the salary of an official in comparable regular scale in NCB. No other benefit will be given except as provided in the contract in individual cases.

4.2 Payment to any Contract Official under these Rules shall be subject to such statutory deductions as in force from time to time.

5 CRITERIA FOR SELECTION

5.1 The manner in which the names of the candidates for consideration for appointment under these Rules are to be collected shall be determined at the sole discretion of the NCB authorities and this shall not be questionable under any circumstances whatsoever; for instance, it may be through foreign service, open advertisement, employment exchange, invitation of proposals, spotting persons suitable to NCB, proposals sponsored by person of eminence, inviting retired persons or any other method considered appropriate by the NCB Authorities.

5.2 The criteria for selection of persons to NCB Contract Service shall be :

- a) Academic Qualification,
- b) Professional Experience,
- c) Character, Conduct and Health Fitness as available from earlier records or on the basis of fresh medical report from a Civil Surgeon

6 ASSESSMENT BOARDS

6.1 In case the number of candidates is more than the number of posts to be filled, the applications and/or particulars of the candidates shall be screened by an Assessment Board constituted by the Director General. Only those candidates shall be called for personal discussion as are recommended by the Board; in all other cases the Director General shall be the sole judge to call the candidates for personal discussion.

6.2 The Assessment Board for preliminary screening of applications or proposals and recommendations shall consist of three persons including the Chairman and the minimum quorum for the meeting of this Board shall be two.

6.3 The Assessment Board for Selection shall be constituted by the Appointing Authority and shall consist of such number of persons as may be decided by the Appointing Authority but in no case less than three and the minimum quorum for the meeting of the Assessment Board shall not be less than two-thirds of the number of appointed persons on the Assessment Board. The assessment may be made either through circulation of relevant documents and communications amongst the members of the Assessment Board or through deliberations at the meeting or by a combination of both.

6.3.1 The Assessment Board may in appropriate cases recommend candidates for grades lower than asked for or proposed and the Appointing Authority may at its discretion accept or reject such recommendations.

6.4 NCB authorities shall have the absolute right to decide when, how and where the selection should be made.

7 APPOINTING AUTHORITIES

7.1 The appointment shall be made by the Director General for Grade equivalent A1 to E5 and above these grades by Chairman NCB, on the recommendations of the Assessment board for Selection.

7.2 All appointments under these rules shall be purely ad hoc and temporary in nature on time and/or job bound contract basis without conferring any right upon Contract Official to be equated or regularised with NCB Cadre Official. No individual shall be appointed as contract official for a continuous period of more than twelve months. However, the said period may be extended with the prior approval of the Director General keeping in view the necessities, but in no case it will be more than 59 months in each case.

7.3 Appointments made from time to time under these rules carrying salary exceeding Rs 5000/- per month and duration exceeding twelve months shall be reported to the Board.

8 NCB CONTRACT SERVICE AND FUNCTIONS OF NCB AUTHORITIES

8.1 The Director General in his absolute discretion on the basis of his judgement of the needs and requirements of NCB shall determine the following in respect of all NCB Contract Official :

- a) Job assignment, functional designation for the job assigned, job description, functions to be performed and duties to be discharged by NCB Contract Official
- b) Physical place or location of work including transfers and postings
- c) Placement in a team, group, division, department, activity, committees etc
- d) Number of working hours – continuous or broken on shifts or otherwise
- e) Space and working environments
- f) All other matters not specifically covered in the terms and conditions of appointment

9 SERVICE AND CONDUCT

9.1 Those appointed on daily rate basis shall not be entitled for any service benefits whatsoever except the following :

- a) Remuneration in accordance with Rule 4.1 for the days he actually works;
- b) Overtime if called upon to work beyond the normal working hours, at the rates applicable to NCB Cadre Officials;
- c) First aid in case of illness/accident while on duty
- d) Such other benefits as NCB Authorities may specifically determine for them at their sole discretion.

The services of an official appointed on daily rate basis under these Rules are liable to be terminated by the NCB at any time without any notice and without assigning any reasons therefor. Similarly, such an official may also terminate his services with the NCB without any prior notice subject to his being specifically relieved by the NCB in writing after due fulfilment of necessary pre-requisites.

9.2 On any matter not specifically mentioned in these Rules, the officials appointed on time and/or job bound contract basis shall be governed by the NCB Service Rules 1966 as in force from time to time and as applicable to NCB Cadre Officials in the same grade under NCB Cadre Rules 1974 except that :

- a) An individual would be deemed to have satisfied the requirements of the NCB Service Rules, 1966 so far as age is concerned until he has reached the age of 65 years; and
- b) Notwithstanding any provision in the NCB Service Rules, 1966 and/or any procedure being followed in the case of NCB Cadre Officials, the services of a contract official shall stand terminated automatically on expiry of the period of contract unless determined earlier. However, during the currency of the contract, the services of a contract official, other than those appointed on foreign service, are liable to be terminated by the NCB by giving thirty days notice in writing without assigning any reason. However the NCB may, in lieu of such notice make payment of a sum equivalent to his salary for the required period of notice. A contract official, other than those appointed on foreign service, may also terminate his services with a similar notice as above or make payment of salary in lieu thereof. The resignation shall become effective only after the same has been accepted and the official shall become eligible to be relieved of his duties only after he has formally handed over charge and no disciplinary case is pending or contemplated against him. In case of contract official appointed on foreign service, the NCB may determine his contract before its expiry and replace his services at the disposal of his parent office and similarly he may so determine his contract in which case the NCB will arrange to relieve him as early as possible.

They shall, however, not be entitled to appointment in NCB Cadre Service, confirmation, permanency and long-term benefits such as Contributory Provident Fund, Gratuity or any superannuation benefits; however the cases of contract officials whose work and conduct have been very good and who have, in the opinion of Director General, substantially contributed to the objectives of the NCB, may be brought before the Board and the Board at its sole discretion may, on the merits of each individual case, decide to make an ex-gratia payment on the termination of service of such contract officials, which shall neither be questionable on any

account whatsoever nor be treated as precedent by anyone. However, in case of contract officials appointed on foreign service the NCB may pay leave salary and other contributions to their parent offices as may be agreed before such appointments.

Provided that the condition of entitlement to appointment in NCB Cadre Service may be relaxed with the specific prior approval of the Director General when such an official applies against the post advertised by NCB.

In exceptional cases, Director General may also grant annual increments to those officials whose period of contract is more than twelve months.

9.3 In certain circumstances, the Director General may also appoint Consultants if becomes necessary. In these cases, the remuneration shall be fixed as per guidelines laid down by the Government of India from time to time subject to the conditions that in no case, the remuneration shall exceed 60% of the salary last drawn by the individual. No such Consultant will be appointed without the prior approval of the Board of Governors.

10 VISITING SCIENTIST AND EXPERTS

10.1 In addition to the regular staff, the NCB may also appoint an Eminent Scientist, a distinguished Research worker, an Engineer, a Technologist or an expert in any other discipline of interest to the NCB in specific project, to undertake specific job or to provide training to junior officials in areas needing expertise, as decided by the Director General.

10.2 The tenure of a Visiting Scientist/Technologist/Engineer/economist, etc as aforesaid shall normally be for not more than two years unless otherwise decided by the Board.

10.3 The NCB shall in the first instance, obtain the bio-data of the incumbent proposed to be appointed as a Visiting Scientist and/or expert, this shall then be considered from all aspects by the Director-General, who in consultation with the Chairman, NCB may appoint the person as a Visiting Scientist/Technologist/Engineer/Economist etc.

10.4 Depending upon the merits of the case, the Visiting Scientist/ Technologist/ Engineer/Economist and other experts (see Rule 10.1) may be paid such salary and offered such terms of engagement as may be fixed by the Director General and the Chairman NCB provided that the total remuneration paid during a month shall not exceed the salary of Grade E3 irrespective of the amount, if any, received by him from his parent organisation. He shall not be entitled to any other serviced benefits from NCB. 'Salary' for the purpose of this clause shall mean basic pay plus dearness allowance only.

10.5 The results of all researches carried out by the Visiting Scientist/technologist/Engineer/ Economist etc during his employment shall be the property of the NCB and such patents as may be granted to him shall also be assigned by him to the NCB. He shall not seek to obtain patent rights on any work or process carried out by him without the previous consent of the NCB. The question of any participation by him in the financial benefits due to patent developed by him will be decided by the Board at its sole discretion.

10.6 All appointments so made shall be reported to the Board at the following meeting.

10.7 The specific contributions of the Visiting Scientist shall be reported to the Board every quarter.

**11 CLARIFICATIONS, AMENDMENTS, MODIFICATION,
ADDITIONS AND EXCEPTIONS**

11.1 Notwithstanding anything contained in these Rules, the Director General may invite suitable persons and appoint them at appropriate salary/remuneration for a period not exceeding twelve months in each case for specific job and this shall be reported to the Board at the following meeting.

11.2 In case of doubt relating to the meaning, clarification, interpretation or effect of any clause in these Rules, the decision of the Board shall be final and binding.

11.3 The Board may amend, modify or add to these Rules from time to time. All amendments, modifications or additions when promulgated shall take effect from such date as may be prescribed by the Board.

11.4 Notwithstanding what has been stated above, the Board in its absolute discretion may take independent decisions in individual cases on the merits of the case which shall neither be questionable on any account whatsoever nor be treated as precedent for future.