

# **NHDC EMPLOYEES SOCIAL SECURITY SCHEME, 2008**

## **1. SHORT TITLE, COMMENCEMENT AND APPLICATION**

- 1.1 The Scheme shall be called "NHDC Employees Social Security Scheme, 2008".
- 1.2 The Scheme shall come into force with effect from the date of issue of administrative order after completion of all codal formalities.
- 1.3 The Scheme shall be made applicable to all regular employees including those on (probation / training) who are on the pay rolls of the Corporation as on the date of issue of administrative order and those who join the services of the Corporation thereafter.

## **2. OBJECTIVES OF THE SCHEME**

- 2.1 To provide cash benefits defined as Assured sum in the Scheme to the dependant beneficiaries (as defined hereafter) in the event of the death of an employee of the Corporation while in service including permanent total disablement leading to cessation of employment.
- 2.2 To develop the attitude of being partners among employees toward the welfare of employees.

## **3. DEFINITIONS**

- 3.1 "Corporation" shall mean the Narmada Hydroelectric Development Corporation Limited.
- 3.2 "Scheme" shall mean the NHDC Employees Social Security Scheme, 2008 as amended from time to time.
- 3.3 "Trust" shall mean the Trust of the Employees Social Security Scheme.
- 3.4 "Board" shall mean the Board of Trustees constituted under the Scheme.
- 3.5 "Trustees" shall mean and include the Trustees of the Scheme.

- 3.6 (a) "Chairman" shall mean the Chairman of the Trust under the Scheme to be nominated by the Corporation.
- (b) "Secretary" shall mean the officer as nominated / nominee of the Corporation to deal with all matters pertaining to Administration, Management and Accounting of the Fund as referred under the Scheme.
- 3.7 "Fund" shall mean the Employees Social Security Scheme Fund established under the Scheme.
- 3.8 "Contribution" shall mean any sum credited to the Fund by or on behalf of any member as defined at Clause – 7 of the Scheme but does not include any sum credited as interest thereon.
- 3.9 "EC/ERC" shall mean Employees contribution / Employer's contribution respectively.
- 3.10 "Member" shall mean Executives, Supervisors and Workmen as well as those on probation and training covered and defined at Clause – 6 of the Scheme.
- (i) "Executive" shall mean who is in the level of E-1 and above including full time Directors.
- (ii) "Supervisor" shall mean who is in the level of S-1 and above.
- (iii) "Workmen" shall mean who is in the level of W-0 and above.
- Note:-  
Sister-in-charge (para-medical) will be treated as working in Supervisory Cadre.
- 3.11 "Family" shall mean an employee's spouse and legitimate children, including step children and adopted children, if under the personal law of the employee adoption is legally recognized as conferring on it the status of a natural child dependent upon the employee including parents.
- 3.12 "Beneficiary" shall mean any person as explained in Rule (9) below who is authorized to receive the benefit of assured sum payable under the Scheme as defined at Clause no. 8 of the Scheme.
- 3.13 "Assured Sum" shall mean the lumpsum benefit payable (as defined in Clause – 8(B) of the Scheme) to the beneficiary in the event of death of the member or in the event of his/her illness leading to permanent total disablement of the member resulting in the separation of employee from the Corporation.

- 3.14 "Illness" shall mean and includes any sickness and/or insanity & madness which shall incapacitate the member from discharging his official duties that are expected in the course of his employment with the Corporation and cause cessation of employment / separation of employment from the services of Corporation.
- (a) "Disablement" shall mean total permanent disablement as certified by Authorized Medical Officer / Civil Surgeon of a Govt. hospital, which may lead to cessation / separation of services of the employee from the Corporation.
- 3.15 "Death" shall include cases of death occurred while in service for what so ever reasons.
- 3.16 "Survival benefit" shall mean as explained in Clause – 8C.
- 3.17 "Establishment" shall mean Corporate Office/ Power Station / Projects / Regional Office/Liaison Offices of NHDC under whose jurisdiction an employee works at the time of cessation of employment in the Corporation.
- 3.18 "Singular" shall include plural and vice-versa and words importing the masculine gender shall also include the feminine gender.

#### **4. BOARD OF TRUSTEES**

- 4.1 The Management of the Scheme shall be vested in the Board of Trustees.
- 4.2 Board shall consist of Trustees to be nominated by the Corporation and Unions / Associations. The constitution of the Board of Trustees shall be as under:
- (i) Chairman of the Board of Trustees – To be nominated by the Corporation.
  - (ii) Secretary of the Board of Trustees - To be nominated by the Corporation.
  - (iii) One representative of the Management- To be nominated by the Corporation.
  - (iv) One representative of Association if any, representing Officers or nominee of Officers.
  - (v) One representative of Association if any, representing Supervisors or nominee of Supervisors.
  - (vi) Two representatives of Workmen to be nominated by them or Union, if any.

## **5. FUNCTIONS OF THE TRUST**

- 5.1 The trustees shall manage the funds collected under the Scheme and make necessary investment plan of the funds. The Trust shall also be responsible for maintaining proper Books of Accounts, its annual statement of Accounts including Balance-Sheet and for its Audit from time to time.
- 5.2 The Trustees may from time to time frame, make, vary, revoke, amend and enforce all such procedural guidelines, which are not inconsistent with express provisions of the Scheme, the Trust and the Rules as the Trustees may deem proper for securing and facilitating the administration and management of the Trust. Such amendment / alteration shall be made in the interest of the Trust & the members and within the laid down objective of the Scheme.
- 5.3 The trustees will ensure to keep informed annually to its members and the Corporation about the contribution received from the members, financial status of the Scheme and major activities / policy decisions taken by the Board.

## **6. MEMBERSHIP**

- 6.1 All employees of the Corporation who are employed in regular scales of pay, including the full time Directors of the Corporation as on the date of issue of administrative order as aforesaid and those who shall join the Corporation thereafter, shall be eligible to become the member of the Scheme.
- 6.2 Employees of the Corporation whose services are temporarily placed on deputation basis at the disposal of State / Central Governments or any State / Centre Government Undertakings or Joint Venture Companies, PSU etc. shall continue to be members of the Scheme. In such cases, the borrowing Organization shall recover the member's contribution to the Scheme and remit every month the same along with matching contribution (by the borrowing Organization or by the member himself) directly to the Trust at its Headquarters or may deposit EC & ERC in one lumpsum for the entire period of deputation at the start of the deputation period.
- 6.3 Employees of the Corporation who join Central / State Governments or any State / Central Government undertakings or Joint Venture Companies etc. and allowed to retain lien with Corporation, shall continue to be the members of the Scheme. In such cases, it shall be the responsibility of such member to ensure remittances every month of her/his contribution to the Scheme along with matching contribution directly to the fund at its

Headquarters or may deposit EC/ERC in one lumpsum for the entire period of lien in advance, otherwise he/she is not covered under the Scheme from the date of resignation.

- 6.4 Employees of the Corporation who are on extraordinary leave for study without pay, shall continue to be member of the Scheme. In such case, it shall be the responsibility of the member to ensure remittances every month of his/her contribution (i.e. EC) along with matching contribution (i.e. ERC) directly to the fund or may deposit EC / ERC in one lumpsum for the entire period of leave in advance.
- 6.5 Members under suspension are eligible for benefit under the Scheme during the period of suspension, if they contribute an amount equivalent to matching contribution i.e. ERC in addition to his/her contribution.
- 6.6 Membership to the Scheme for new employees joining after the date of issue of administrative order shall be effective from the date on which the monthly contribution is made by the member, as per the rates indicated in Clause 7.1 of the Scheme. The existing employees shall be covered under the scheme w.e.f. the date of start of Scheme.
- 6.7 The following categories of employees are not covered under the Scheme & shall not be eligible to become members of the Scheme.
- (i) Those on deputation / lien with the Corporation from State / Central Government, State / Central Government undertakings, Joint Venture Companies etc. and
  - (ii) Casual / Daily rated / Piece rated / Part time / Adhoc / Contract appointees / individuals appointed on term / tenure basis / contingent worker / apprentices and trainees on fixed sum, consultant, seasonal works with field parties etc.

## 7. CONTRIBUTION

- 7.1 All members of the Scheme shall contribute the monthly sum as per rate indicated below, which will be recovered from their respective monthly salary / wages normally;

### Rate of contribution (known as EC i.e. Employees Contribution)

|       | Category of Employee | Rate (p.m.) |
|-------|----------------------|-------------|
| (i)   | Executives           | Rs.500/-    |
| (ii)  | Supervisors          | Rs.425/-    |
| (iii) | Workmen              | Rs.375/-    |

- 7.2 Monthly contribution of the members shall be supplemented with a matching grant (known as ERC i.e. Employers Contribution) by the Corporation upto a period of 8 years only from the date the Scheme is adopted.
- 7.3 It is mandatory on the part of the Trust to review the availability of funds once in a year. However, the Trust shall review the fund annually or at such interval as may be fixed by the Trust to decide whether any revision is required in the existing benefit of and or the rate of member's contribution (i.e. EC) and matching contribution (i.e. ERC), categorization under the Scheme. They may also take the help of outside experts / Actuaries.
- 7.4 Employees joining regular service of the Corporation on any day of a month shall contribute the monthly sum for the whole month to the fund as per rate indicated in Clause 7.1 above i.e. proportionate recovery of contribution is not permitted under the Scheme.
- 7.5 It is mandatory on the part of members to contribute to the fund during his period of absence from the duty of Corporation such as extra ordinary leave / un-authorized absence from his official duties as per rate indicated in Clause 7.1 above.
- 7.6 Default towards contributions exceeding 12 months, shall make a member liable for termination of his membership from Trust. In this case his/her membership will be terminated with intimation to the member. However, in case of extraordinary circumstances duly supported by individual, the membership may be considered and allowed by the Board to continue beyond a year, subject to the payment of such defaulted contribution (i.e. EC & ERC where applicable) alongwith compound interest @ 12% per annum for the period by which the payment is delayed beyond the scheduled date of payment at the sole discretion of the Board.
- 7.7 In case, member suffers illness or retires or resigns or is terminated and or in event of death of the member during the period of such default, the Trust, if so allowed on the merit of the case to release the benefit of assured sum / survival benefit, shall recover the outstanding amount towards contribution (i.e. EC & ERC) with interest thereon @ 12% per annum out of the benefit payable to the Member / Beneficiary under the Scheme provided the period of absence / default is not more than 12 months.
- 7.8 (a) A member under suspension shall be permitted to remit his monthly contribution to the fund, during the period of his suspension, out of subsistence allowance payable subject to contribution of ERC in addition to EC (since Corporation cease to contribute matching

grant). In case, he doesn't continue to remit the monthly contribution to the fund, he shall be allowed to retain his membership of the Scheme on revocation of Suspension provided the default is not more than 12 months, subject to remittance of his contribution (i.e. EC & ERC) for the period of suspension alongwith compound interest @ 12% per annum. Interest on ERC will be borne by the member.

(b) In the event of retirement or death / illness of a member, who could not contribute to the fund while under study leave without pay or under suspension, the Trust, if so allowed on merit of the case to release the benefit of assured sum shall recover the outstanding amount towards contribution (i.e. EC & ERC) not made plus interest @ 12% per annum from the benefits payable to the Beneficiary under the Scheme provided the default period is not more than 12 months.

7.9 In case, member is elevated from Workmen to Supervisory level or Supervisory level to Executive level, the member shall be liable to contribute his monthly contribution to the fund at rate specified under the Clause 7.1 of the Scheme, with effect from the 1st of the month of such elevation to next higher level.

7.10 Monthly contributions from the members together with the matching grant of the Corporation from the effective date of Scheme shall be deposited with the Trust.

7.11 All payment of contribution and on interest thereupon to the Trust be paid by way of local cheque / draft payable at Faridabad in favour of NHDC Employees' Social Security Fund.

## 8. **BENEFITS UNDER THE SCHEME**

A) The benefit of assured sum arises in the event of death / illness of the member while in service. Alternatively, survival benefit is payable in case of separation of the member from the Corporation. The benefit arises / payable under the Scheme shall be released to the eligible member or beneficiary as the case may be.

### B) **BENEFIT OF ASSURED SUM**

l) The benefit of assured sum under the Scheme, in the event of death, while in service or illness leading to permanent total disability of the member causing cessation of the employment, shall be as under:-

#### **Category of EmployeeAmount**

|       |             |                |
|-------|-------------|----------------|
| (i)   | Executives  | Rs.10.00 lakhs |
| (ii)  | Supervisors | Rs. 8.50 lakhs |
| (iii) | Workmen     | Rs. 7.50 lakhs |

- II) An immediate payment of Rs.10,000/- (Rupees Ten Thousand only) shall be made to the member of the bereaved family of the member in the event of his death for meeting contingencies. This amount shall, however, be adjusted against the benefit due under the Scheme.
- III) Whenever the benefit of assured sum is accrued to the member or beneficiary, the contribution made by member and matching grant made by the Corporation to the Trust and interest earned thereon, shall not be refunded to the member or beneficiary. However, payment of Assured sum is subject to recovery of short contribution of EC / ERC alongwith interest from the member.
- IV) Detailed modalities of payments under the Scheme shall be as determined by the Trust and are given in "NHDC Employees Social Security Scheme Rules, 2008".

**C) SURVIVAL BENEFIT**

In the event of survival of member at the time of separation of the member from the services of the Corporation on account of superannuation / Voluntary Retirement / premature retirement (except cases of illness as defined in the scheme) / resignation / termination / discharge from service etc., the member shall be entitled to get back only his portion of the contribution alongwith simple interest at rate as applicable for Saving Bank Account as given by State Bank of India from time to time (i.e. EC). Such payment shall be subject to adjustment / recovery of short contribution of member (i.e. EC/ERC) alongwith 12% interest for the period of delay, if any.

**9. BENEFICIARY**

- 9.1 The benefit under the Scheme shall be payable to the surviving member of his family (including in the event of his illness, leading to cessation of employment). Alternatively to the beneficiary so nominated for this purpose by the member, in the event of death of the member.
- 9.2 The benefit under the Scheme shall be confined to the dependant family members.
- 9.3 In case, any of the family member is not dependant on the member, the member can nominate any one or more family member to receive the benefit under the Scheme. In case of non-living family member, the nomination be made by the employee in favour of any one or more relative or friends for which an Affidavit shall also be submitted by the employee to this effect.



- 9.4 The Certificate of Nomination submitted by the member under the scheme, shall be effective on its acceptance by the Trust and such accepted Nomination shall be treated as final for the purpose of this Scheme. However, all nomination would require to be submitted to the respective Establishment by the employee.
- 9.5 Employees have the option of changing their nomination any time through their concerned Establishment, which shall be updated by Trust.
- 9.6 In case, a member dies before submitting his Certificate of Nomination under the Scheme, the Nomination submitted by him for Provident Fund shall be considered "suo motto" for the purpose of the Scheme.
- 9.7 In the absence of the above, the benefit under the Scheme shall be released to the person in whose favour Succession Certificate has been issued by the Court, having jurisdiction over it.

**10. ADMINISTRATIVE SUPPORT**

- The infrastructure facilities and Administration support shall be provided by the Corporation including day to day expenses, manpower cost etc. The Trust will also be empowered to generate all such infrastructure / resources from its funds as may be decided by Board, which will be subsequently reimbursed by the Corporation.
11. Air Insurance provided by Indian Airlines, Air India and other domestic / International Air lines insurance provided by Indian Railways or State Road / Transport Corporation or any Government / private operators in Air ways / Road ways & Water ways to its passengers, if any, for which ticket have been provided by Corporation, shall be admissible to the member over and above the benefit under the Scheme.
12. The Insurance cover provided by the banks for credit cards for which the reimbursement has been provided by the Corporation shall be admissible to the member / beneficiary over & above the benefit under the Scheme.
- a. The following Welfare Schemes shall continue to operate in the Corporation besides the Scheme:-
- (i) The Group Personal Accident Insurance Scheme
  - (ii) The NHDC Employees' (HBA) Insurance Scheme

**14. INTERPRETATION**

If any doubt arises regarding the interpretation of any of the provisions of the Scheme, the matter shall be referred to the Trust, who shall arrange to issue necessary clarifications and is treated as a final for the Scheme.

**15. RESIDUARY POWERS**

Any issues / cases, which are not covered by the provisions of the Scheme, shall be referred to the Corporation / Trust. The Scheme may be reviewed by the Trust as and when necessary.

