

**CONTAINER CORPORATION OF INDIA LTD.**

**CODE OF CONDUCT**

**FOR**

**BOARD MEMBERS AND SENIOR MGT. PERSONNEL**

**1. INTRODUCTION**

- 1.1 This Code of Conduct ("this Code") shall be called "The Code of Conduct for Board Members and Senior Management Personnel" of CONTAINER CORPORATION OF INDIA LIMITED (CONCOR) hereinafter referred to as "the Company".
- 1.2 This code is in alignment with Company's Statement of Mission & Objectives and aims at enhancing ethical and transparent process in managing the affairs of the Company.
- 1.3 This Code for Board Members has now been framed specifically in compliance with the provisions of Clause 49 of the Listing Agreements entered into by the Company with the Stock Exchanges. In respect of Whole-time Directors and senior management personnel this Code is to be read in conjunction with the CONCOR Conduct Rules, 1993 and any amendments thereto, if any.
- 1.4 It shall come into force with effect from the first day of January, 2006.

**2. DEFINITIONS AND INTERPRETATION**

In this Code, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning given to them below:

- 2.1 The term "Board / Board of Directors" shall mean the Board of Directors of the Company.
- 2.2 The term "Board Members" shall mean the Members on the Board of Directors of the Company.
- 2.3 The term "Whole-time Directors" shall mean the Board Members who are in whole-time employment of the Company.
- 2.4 The term "Non-Executive Directors" shall mean the Board Members who are Part-time Directors ( including Govt. Nominee Directors and Independent Directors) and not in whole time employment of the Company.
- 2.5 The term "Senior Management Personnel" shall mean employees of the Company, who are members of its Core Management Team excluding Board of Directors and would comprise all Executive Directors, Chief Vigilance Officer (CVO), Chief General Managers (CGMs), Group General Managers (GGMs).
- 2.6 The term "Relative" shall mean 'relative' as defined in Section 2(41) and Section 6 read with Schedule IA of the Companies Act, 1956. (Refer Appendix-I)
- 2.7 The term "Conflict of Interest" means where the interests of one individual interferes or appears to interfere with the interests of the company as a whole.
- 2.8 The Term "Compliance Officer" shall mean the Company Secretary of the Company, who is reporting to Managing Director under supervision of Board of Directors of the Company.

### **3. APPLICABILITY**

This Code shall be applicable to the following persons:

- a) All Whole-time Directors.
- b) All Non-Executive Directors (including Govt. Nominee Directors and Independent Directors) unless specifically exempted from some provisions of this Code
- c) Senior Management Personnel as defined in Clause 2.5 of this Code.

#### 4. KEY REQUIREMENTS

Board Members/ Senior Management Personnel shall act within the authority conferred upon them, keeping the best interests of the Company in view with clear commitment to the mission and objectives of the Company and its core values and observe the following:

- i) Shall act on a fully informed basis, in good faith, with due diligence and care, and in the best interest of the Company and its Shareholders.
- ii) Shall fulfill the fiduciary obligations without allowing their independence of judgment to be compromised.
- iii) Shall not involve in taking any decision on a subject matter in which a conflict of interest arises or is likely to arise.

Shall make disclosures to the Board/ Managing Director (in case of Senior Management Personnel) relating to all material, financial and commercial transactions, if any, where they have personal interest, that may have a potential conflict with the interest of the company at large.

- iv) Shall not, in his official capacity, enter into 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 paid-up share capital and (d) with a firm in which the relative is a partner, except with the prior approval of the Board/ Managing Director (In case of Senior Management Personnel) unless otherwise permitted by law.
- v) Shall avoid having any personal and/or financial interest in any business dealings concerning the Company.

- vi) Shall avoid any dealing with a Contractor or Supplier that compromises the ability to transact business on a professional, impartial and competitive basis or that may influence discretionary decision to be made by the Board Members/ Senior Management Personnel/ Company.
- vii) Shall not hold any position or job or engage in outside business or other interest that is competing with and/or prejudicial to the interests of the Company.
- viii) 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 and allow him to avail such opportunity.
- ix) Shall not make any statement which has the effect of adverse criticism of any policy or action of the Government or of the Company or which is capable of embarrassing the relations between the Company and the public including all the stakeholders.

Provided that nothing in this clause shall apply to any statement made or views expressed by a Board Member/ Senior Management Personnel, which are purely factual in nature and are not considered as confidential, in his official capacity or in due performance of the duties assigned to him.

- x) Shall apply high ethical standards and will not be involved in any incident of moral turpitude.

## **5. COMPLIANCE OF LAW**

The Board Members/ Senior Management Personnel shall comply with all laws, rules and regulations relating to the business of the Company and promote compliance.

## **6. OTHER DIRECTORSHIPS**

Unless specifically permitted by the Board/ Managing Director (In case of Senior Management Personnel), the Board Members/ Senior Management Personnel shall not serve as Director of any other Company or as Partner of a Firm that is engaged in a business competing with the Company or with which the Company has business relations. This clause is not applicable to *Ex-officio* Government Nominee Directors.

Senior Management Personnel shall obtain prior approval of the Managing Director of the Company for accepting Directorship of any other company or partnership of a firm.

The Senior Management Personnel shall not accept any appointment or post, whether advisory or administrative, in any company or firm, whether Indian or Foreign, having competitive nature of business (other than (i) Joint Venture Companies with management control vested in CONCOR and (ii) Subsidiary Companies of CONCOR) or with which the Company has or had business relations, within two years from the date of cessation of service of the Company (either by retirement or resignation) unless approved by the Managing Director.

## **7. PREVENTION OF INSIDER TRADING**

The Board Members/ Senior Management Personnel shall comply with the CONCOR's Insider Trading Rules, 2002 and any amendments thereto for prevention of Insider Trading in dealing with the Securities of the Company.

## **8. CORPORATE DISCLOSURE PRACTICES**

The Code of Corporate Disclosure Practices regulates disclosure of "Unpublished Price Sensitive Information". The Compliance Officer shall be responsible for ensuring that the Company complies with the continuous disclosure requirement, overseeing and coordinating disclosure of Price sensitive information to Stock Exchanges, Analysts, shareholders and media and educating staff on disclosure policies and procedure including drafting of the press release or text of the information to be posted on the Company's web-site/ released to the press with the approval of Director (Finance). No person except the Compliance Officer or those authorized by the Compliance Officer, shall disclose any information relating to the Company's Securities to analysts/research persons and institutional investors. The Board Members/ Senior Management Personnel shall comply with the Code of Corporate Disclosure Practices.

## **9. RELATED PARTY DISCLOSURES**

The Board Members/ Senior Management Personnel shall make disclosure of related party transactions to the Board of Directors in the format provided under Accounting Standard 18 (AS-18) (Appendix II) issued by the Institute of Chartered Accountants of India (ICAI) and/or any modification or re-codification thereof.

## **10. CONFIDENTIALITY OF INFORMATION**

Subject to the Code of Corporate Disclosure Practices as may be prevalent in the Company from time to time any information concerning the Company's business, its customers, suppliers, etc. to which the Board Members/ Senior Management Personnel have access or which are in their possession, must be considered confidential and held in confidence. No Board Member/ Senior Management Personnel shall provide any information either formally or informally, to any outsider, to the press or any other media, unless specifically authorized. Provided that Board Members/ Senior

Management Personnel shall in consultation/under intimation to the Compliance Officer of the Company be free to disclose such information which is:

- (a) part of the public domain at the time of disclosure; or
- (b) authorised or required to be disclosed pursuant to a decision of the Board or any of its Sub-Committees; or
- (c) legally mandated and is required to be disclosed in accordance with applicable laws, rules, regulations, guidelines, or directions from the Govt.

## **11. PROTECTION OF ASSETS**

The Board Members/ Senior Management Personnel shall protect the Company's assets including physical assets, information and intellectual rights and shall not use the same for personal gain.

## **12. 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.

## **13. PLACEMENT OF THE CODE ON WEBSITE**

Pursuant to Clause- 49 of the Listing Agreement, this Code and any amendment thereto shall be posted on the website of the Company.

## **14. ANNUAL COMPLIANCE REPORTING**

14.1 In terms of Clause- 49 of the Listing Agreement, all Board Members/ Senior Management Personnel shall affirm compliance of this Code within 30 days of

close of every financial year. The Annual Report of the company shall contain a declaration to this effect signed by the Managing Director. A proforma of Annual Compliance Report is at Appendix- III. The Annual Compliance Report shall be forwarded to the Company Secretary. If any Director/ Senior Management Personnel leaves the Company any time during a financial year, he shall send a communication to Company Secretary affirming compliance of the Code till the date of his association with CONCOR.

- 14.2 The Managing Director of the Company and the Whole Time Finance Director or any other person heading the finance function shall certify to the Board that there are, to the best of their knowledge and belief, no transactions entered into by the Company during the year which are fraudulent, illegal or in violation of this Code.

## **15. ENFORCEMENT OF CODE OF CONDUCT**

Each Board Member/ Senior Management Personnel shall be accountable for fully complying with this Code.

## **16. CONSEQUENCES OF NON- COMPLIANCE OF THIS CODE**

- 16.1 In case of breach of this Code by the Non Executive Directors, the same shall be considered by the Board of Directors for initiating appropriate action, as deemed necessary.
- 16.2 In case of breach of this Code by the Whole-time Directors/ Senior Management Personnel, the same shall be dealt with in accordance with the CONCOR Conduct Rules, 1993 and any amendments thereto.

**17. ACKNOWLEDGEMENT OF RECEIPT OF THE CODE**

All Board Members/ Senior Management Personnel shall acknowledge receipt of this Code or any modification(s) thereto, in the acknowledgement form as at Appendix-IV and forward the same to the Company Secretary indicating that they have received, read, understood and agreed to comply with this code.

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CONTAINER CORPORATION OF INDIA LIMITED

CODE OF CONDUCT

FOR

BOARD MEMBERS & SENIOR MANAGEMENT PERSONNEL

EXTRACT OF SECTION 6 OF THE COMPANIES ACT, 1956

Meaning of "relative"

6. A person shall be deemed to be a relative of another if, and only if,-
  - (a) they are members of a Hindu undivided family; or
  - (b) they are husband and wife; or
  - (c) the one is related to the other in the manner indicated in Schedule IA.

LIST OF RELATIVES

1. Father
2. Mother (including step-mother)
3. Son (including step-son)
4. Son's wife
5. Daughter (including step-daughter)
6. Father's father
7. Father's mother
8. Mother's mother
9. Mother's father
10. Son's son
11. Son's son's wife
12. Son's daughter
13. Son's daughter's husband
14. Daughter's husband
15. Daughter's son
16. Daughter's son's wife
17. Daughter's daughter
18. Daughter's daughter's husband
19. Brother (including step-brother)
20. Brother's wife
21. Sister (including step sister)
22. Sister's husband

CONTAINER CORPORATION OF INDIA LIMITED  
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The Board Members/ Senior Management Personnel shall disclose the following, in respect of all transactions with related parties, as covered in AS-18 issued by ICAI:

- (i) the name of the transacting related party;
- (ii) a description of the relationship between the parties;
- (iii) a description of the nature of transactions;
- (iv) volume of the transactions either as an amount or as an appropriate proportion ;
- (v) any other elements of the related party transactions necessary for an understanding of the financial statements.

Signature :.....

Name :.....

Designation :.....

Date :.....

Place :.....

Note: The following are illustrative and not exhaustive list of examples of the related party transactions in respect of which disclosures should be made by Board Members:

- purchases or sales of goods (finished or unfinished ) ;
- purchases or sales of fixed assets ;
- rendering or receiving of services ;
- agency arrangements;
- leasing or hire purchase arrangements ;
- transfer of research and development ;
- licence agreements;
- finance (including loans and equity contributions in cash or in kind) ;
- guarantees and collaterals ; and
- management contracts including for deputation of employees.

CODE OF CONDUCT  
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BOARD MEMBERS & SENIOR MANAGEMENT PERSONNEL

ANNUAL COMPLIANCE REPORT\*

I .....do hereby solemnly affirm that to the best of my knowledge and belief, I have fully complied with the provisions of the CODE OF CONDUCT FOR BOARD MEMBERS and SENIOR MANAGEMENT PERSONNEL during the financial year ending 31st March 200\_\_.

Signature :.....

Name :.....

Designation :.....

Date :.....

Place :.....

\* To be submitted by 30th April each year.

CONTAINER CORPORATION OF INDIA LIMITED  
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ACKNOWLEDGEMENT FORM

I ....., have received and read the Company's "CODE OF CONDUCT FOR BOARD MEMBERS and SENIOR MANAGEMENT PERSONNEL. I have understood the provisions and policies contained in this Code and I agree to comply with this code.

Signature : .....

Name : .....

Designation : .....

Date : .....

Place : .....

# CONCOR CONDUCT RULES

## 1. SHORT TITLE AND COMMENCEMENT

- i) These rules shall be called the CONCOR Conduct Rules.
- ii) They shall come into force w.e.f. 13.12.93.

## 2. APPLICATIONS

These Rules shall apply to all the employees.

## 3. DEFINITIONS

In these Rules, unless the context otherwise requires :-

### a) "Employee" means :-

- i) a person in the employment of the Corporation including employees whose services are temporarily placed at the disposal of Government or a subsidiary or any public undertaking;
- ii) a person on deputation to the Corporation from Government or a subsidiary or any other Public Undertaking, excepting when otherwise specifically agreed to by the Corporation; and
- iii) employees do not include casual/adhoc/contractual persons engaged temporarily by the Corporation.

### b) "Corporation" means the Container Corporation of India Limited (CONCOR);

### c) "Board" means the Board of Directors for the time being of CONCOR and includes in relation to the Management or any officer of the Corporation to whom the Board delegates any of its powers;

### d) "Managing Director" means the Managing Director for the time being of the Corporation;

### e) "Disciplinary Authority" means the authority specified in the Schedule appended to Discipline & Appeal Rules and competent to impose specified penalties enumerated in Rule 9 of Discipline & Appeal Rules;

### f) "Appellate Authority" means the authority specified in the Schedule appended to Discipline & Appeal Rules;

### g) "Reviewing Authority" means the authority specified in the Schedule appended to Discipline & Appeal Rules;

### h) "Competent Authority" means the authority specified in the schedule appended to Discipline & Appeal Rules;

### i) "Government" means the Government of India or the Government of a State, as the case may be;

- j) **"Family"** in relation to any employee includes :-
- i) the wife or husband, as the case may be, of the employee, whether residing with him/her or not but does not include a wife or husband, 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 depended on him/her but does not include a child or step-child who is no longer in any way dependent on the employee or whose custody the employee has been deprived of by or under any law;
  - iii) any other person related, whether by blood or marriage to the employee or to such employee's wife or husband and wholly dependent on such employee.
- k) **"Public Servant"** shall mean and include a person as mentioned in Section 21 of the Indian Penal Code as amended from time to time.
- l) **"Schedule"** means the Schedule appended to Discipline & Appeal Rules and includes any amendment made by the Managing Director from time to time.
- m) **"Sexual harassment"** means and includes any unwelcome sexually determined behaviour whether directly or by implication 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
- (Authority CON/HRD/249/1/1219 dtd.21.5.98 for subrule (m))

#### 4. (A) GENERAL

CONCOR expects from you the following :-

- i) integrity;
- ii) devotion to duty; and
- iii) decent conduct

#### (B) CODE OF ETHICS

The following standards of integrity and conduct shall apply to all the executives in CONCOR. The principles stated below underlie and supplement the rules and laws regulating the public and private conduct of the executives in CONCOR.

##### (i) Obligation to CONCOR

- (a) The role of the executives is to assist CONCOR to achieve its objectives as spelt out in the charter constituting the setting up of the Corporation.
- (b) It is the obligation of every CONCOR employee to uphold the Rule of Law and respect for human rights solely in the public interest while making recommendations or exercising administrative authority. He or she must maintain the highest standards of probity and integrity.
- (c) In relation to the general public, CONCOR employees should conduct themselves in such a manner that the public feels that the decision taken on the recommendations made by them are objective and transparent, and are not calculated to promote improper gains for the political party in power or for themselves or for any third party. This would be particularly significant so far as the customers of CONCOR are concerned.

- (d) CONCOR Employees should not seek to frustrate or undermine the policies, decisions and actions taken in the public interest by the management by declining or abstaining from action which flows from the management decision. Where following the instructions of the superior authority would appear to conflict with the exercise of impartial professional judgement or affect the efficient working of the enterprises, he/she should set out points of disagreement clearly in writing to the superior authority or seek explicit written instructions.
- (e) Where a CONCOR employee has reasonable grounds to believe that he or she is being required by the superior authority to act in a manner which is illegal or against the prescribed rules and regulations, or if any legal infringement comes to his or her notice, he or she should decline to implement the instruction, and would also have a right to bring the facts to the notice of the Chairman/Managing Director, CONCOR or the Secretary of the Ministry of Railways/the Cabinet Secretary/the Minister concerned. It shall be incumbent on the Cabinet Secretary to examine the issue carefully and advise the Prime Minister appropriately.

**(ii) Conflict of interest and peer pressure**

- (a) CONCOR employees should refrain from decisions in respect of which they have reason to believe that is calculated to benefit any particular person or party at the expense of the public interest.
- (b) Every CONCOR employee shall disclose any clash of interest when there is conflict between public and private interest, or he/she is likely to benefit from any act of omission or commission while discharging his/her functions.
- (c) CONCOR employees should be alert to any actual or potential conflict of interest, financial or otherwise, and should disclose this to their superiors, whether the conflict covers them or their family members.
- (d) CONCOR Employees should maintain their independence, dignity and impartiality by not approaching politicians and outsiders in respect of service matters or private benefit, and exercise peer pressure to dissuade those who do so within the organisation and to set in motion disciplinary proceedings against such persons.

**(iii) Accountability and responsiveness to the Public**

- (a) Consistent with accountability to the superior officers and the ministers in accordance with provisions governing the Corporation, CONCOR employees should practice accountability to the people in terms of quality of service, timelines, courtesy, people orientation and readiness to encourage participation of, and form partnership with citizen groups, for responsive management.
- (b) CONCOR Employees should be consistent, equitable and honest in their treatment of the members of the public, with particular care for the weaker sections of Society and should not even be or appear to be unfair or discriminatory. Decision in pursuit of discretionary powers should be justifiable on the basis of non arbitrary and objective criteria.
- (c) CONCOR Employees should accept the obligation to recognize and enforce customer's right for speedy redressal of grievances and commit themselves to provide services of declared quality and standard to customers.
- (d) CONCOR employees should respect the right of public to information on all activities and transactions of the organizations except where they are debarred in the public interest from releasing information by provisions of law or by valid instructions.

**(iv) Concern for value of public assets and funds**

CONCOR Employees should avoid wastage and extravagance and ensure effective and efficient use of public money within their control.

**(v) Non abuse of official position**

CONCOR employees have a responsibility to make decisions on merits. They are in a position of trust. They must not use their official position to influence any person to enter into financial or other arrangements with them or with any one else. They must not abuse their official position to obtain a benefit for themselves or for someone else, in financial or some other forms.

**(vi) Continuous improvement through professionalism and teamwork**

It shall be the duty of every CONCOR employee to continuously upgrade his/her skills and knowledge, strive for creativity and innovation and nurture the values of team working and harmony. He/she should promote and exhibit public and private conduct in keeping with the appropriate behaviour and standards of excellence and integrity. He/she should support the juniors in the latter's efforts to resist wrong or illegal directives and in abiding by the Code of Ethics. At the same time, they should reward good work and punish any dereliction of duty and obligations based on objectives and transparent criteria.

(Authority CON/HR/41/1/4837 dated 10.10.2002)

**5. EMPLOYMENT OF NEAR RELATIVE OF THE EMPLOYEE OF THE CORPORATION IN PRIVATE UNDERTAKING ENJOYING PATRONAGE OF THE CORPORATION**

- a) You shall not use your position or influence directly or indirectly to secure employment for any person related to you or to your wife/husband, whether such a person is dependent on you or not.
- b) You shall not, except with the previous sanction of the competent authority, permit any member of your family to accept employment with any private firm which has official dealings with the Corporation.

Provided that where the acceptance of the employment cannot await the prior permission of the competent authority, the employment may be accepted provisionally subject to the permission of the competent authority, to whom the matter may be reported forthwith.

- c) You shall not, in the discharge of your official duties, deal with any matter or give sanction any contract to any firm or any other person if any of your relative (s) is/are employed in that firm or under that person or if you or any of your relative(s) are interested in such matter or contract in any other matter and you shall refer every such matter or contract to your superior and the matter or the contract shall thereafter be disposed of according to the instructions of the authority to whom the reference is made.  
(N.B. : For purposes of this clauses, relatives will be as defined in Indian Companies Act.)

- d) 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 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.

(Authority CON/HR/41/1/969 dtd.29.03.2010)

- ( e ) At the time of employment /retirement / resignation as Director/MD in CONCOR, you are required to execute a 'Bond' as per 'Form of Bond Agreement' for any violation of the restrictions as mentioned in Rule 5(d).  
(Authority CON/HR/41/1/969 dtd.29.03.2010)

**6. TAKING PART IN DEMONSTRATIONS :**

You shall not engage yourself or participate in any demonstration which involves incitement to an offence.

**7. CONNECTION WITH PRESS OR RADIO :**

- a) You shall not, except with the previous sanction of the competent authority, own wholly or in part, or conduct or participate in the editing or management of any newspaper or other periodical publication.
- b) You shall not, except with the previous sanction of the competent authority, or in the bonafide discharge of your duties, participate in a radio broadcast or write or publish a book or contribute an article or write a letter either in your own name or anonymously, pseudonymously or in the name of any other person to a newspaper or periodical. Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

**8. CRITICISM OF GOVERNMENT OR THE COPROATION :**

You shall not in any radio broadcast or in any document published under your name or under any pen-name or pseudonym or in any communication to the press, or in any public utterances, make any statement :-

- a) which has the effect of adverse criticism of any policy or action of the Government or of the Corporation or;
- b) which is capable of embarrassing the relations between the corporation and the public or between the Corporation and the Government.

Provided that nothing in this Rule shall apply to any statement made or views expressed by you of a purely factual nature which are not considered to be of a confidential nature, in your official capacity or in due performance of the duties assigned to you.

**9. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY :**

1. Save as provided in sub-rule (3), you shall not, except with the previous sanction of the competent authority, give evidence in connection with any enquiry conducted by any person, committee or authority.
2. Where any sanction has been accorded under sub-rule (1), while giving evidence, you shall not criticize the policy or any action of the Government, or of the Corporation.
3. Nothing in this rule shall apply to :-
- (i) evidence at any enquiry, including judicial enquiry before an authority appointed by the Government, Parliament or a State Government Legislature or the Corporation.
- (ii) Evidence given at any departmental enquiry ordered by authorities subordinate to the Government and
- (iii) Evidence given at any departmental enquiry ordered by any Public Sector Undertaking.

## **10. UNAUTHORISED COMMUNICATION OF INFORMATION :**

You shall not, except in accordance with any general or special order of the Corporation in the performance in good faith of the duties assigned to you, communicate directly or indirectly, any official document or any part thereof or information to any person to whom you are not authorised to communicate such document or information.

## **11. GIFTS**

- (a) Save as otherwise provided in these rules, you shall not accept or permit any member of your family or any person acting on your behalf, to accept any gift.

### **EXPLANATION :**

The expression 'gift' shall include free transport, boarding, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with you.

### **NOTE**

A casual meal, gift or other social hospitality shall not be deemed to be a gift.

You shall avoid acceptance of lavish or frequent hospitality from any individual or firm, particularly those having official dealings with you/CONCOR.

- (b) On occasions such as weddings, anniversaries, funerals, or religious functions, when the making of a gift is in conformity with the prevailing religious or social practice, you may accept gifts from your personal friends having no official dealings with you/Corporation but shall make a report to the competent authority if the value of the gift exceeds Rs. 1000/- in the case of Executives and Rs. 500/- in the case of non-executives.

In any other case, you shall not accept or permit any other member of your family or any other person acting on your behalf to accept any gifts without the sanction of the competent authority if the value thereof exceeds Rs. 500/-.

Provided that when more than one gift has been received from the same person/firm/Company within a period of 12 months the matter shall be reported to the competent authority if the aggregate value of the gift exceeds Rs. 500/-.

## **11(A) GIVING OR TAKING DOWRY**

You shall not

- a) give or take or abet giving or taking dowry; or
- b) demand directly or indirectly, from the parents or guardians of a bride or bridegroom, as the case may be, any dowry.

### **EXPLANATION :**

For the purpose of this rule, 'dowry' has the same meaning as in the Dowry Prohibition Act, 1961 (28 of 1961).

## **12. PRIVATE TRADE OR EMPLOYMENT**

- (a) You shall not, except with the previous sanction of the competent authority, engage directly or indirectly in any trade or business or undertake any other employment or negotiate for taking an employment.

Provided that any 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.

- (b) You shall report to the competent authority if any member of your family is engaged in any trade or business or owns or manages an insurance agency or commission agency.
- (c) You shall not, without the previous sanction of the competent authority, except in the discharge of your official duties, take part in the registration, promotion or management of any bank or other 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 or any co-operative society for commercial purposes.

Provided that an employee of the Corporation may take part in the registration, promotion or management of a Consumer/House Building Co-operative Society substantially for the benefit of the employees of the Corporation or a subsidiary company 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.

- (d) You shall not accept any fee or any remuneration or any pecuniary advantage for any work done by you for any public body or any private person without the sanction of the competent authority (this will exclude honorarium received during seminars/workshops etc.).

### **13. INVESTMENT, LENDING AND BORROWING :**

You shall not save ordinary course of business with a bank, the Life Insurance Corporation or a firm of standing, borrow money from or lend money to or otherwise place yourself under pecuniary obligation to any person with whom you have or are likely to have official dealings or permit any such borrowing, lending or pecuniary obligation in your name or on your behalf or for the benefit of any member of your family.

### **14. INSOLVENCY, AND HABITUAL INDEBTEDNESS :**

- (a) You shall avoid habitual indebtedness unless you prove that such indebtedness or insolvency is the result of circumstances beyond your control.
- (b) If you are declared or adjudged insolvent, you shall forthwith report the fact to the competent authority.

### **15. MOVEABLE, IMMOVABLE AND VALUABLE PROPERTY :**

- (a) You shall not, 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 your own name or in the name of any member of your family.
- (b) You shall not, 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 you.
- (c) You shall report to the competent authority every transaction, concerning movable property owned or held by you in your own name or in the name of a member of your family, if the value of such property exceeds two months basic pay of the employee.

(authority CON/HR/41/1/1734 dtd.24.6.2004)

- (d) You shall report to the competent authority any transaction relating to shares, securities and debentures owned or held by you in your own name or in the name of a member of the family, if the value of such transaction exceeds Rs. 50000/- in case of Managers and above and in case of Dy. Managers and below including non-Executive Rs. 25000/- during the calendar year.

## **EXPLANATION**

The term every transaction concerning movable property owned or held by you includes all transaction of sale or purchase. For purpose of this sub-rule the definition of movable property would include :

- i) jewellery, insurance policies the annual premia of which exceeds Rs. 10000/- or 1/6<sup>th</sup> of the total annual emoluments received from the Corporation whichever is less, shares, securities and debentures;
- ii) loans advanced by you whether secured or not;
- iii) motor cars, motor cycles or any other means of conveyance; and
- iv) refrigerators, radios, radiograms, televisions sets etc.

Transaction entered into by the spouse or any other member of the family of an employee of the Corporation out of his/her own earnings/funds including 'streedhan, gifts, inheritance etc.) as distinct from the funds of the employee of the Corporation himself, in his or her own name and his or her own right, would not attract the provisions of the above sub-rule.

- (e) You shall, within one month from the date of such transaction, report to the competent authority, every transaction concerning movable property owned or held by you in your own name or in the name of a member of your family, if the value of such property exceeds two months basic pay of the employee.  
(Authority CON/HR/41/1/ 1261 dtd.20.9.2005)
- (f) You shall on first appointment in the Corporation, submit a return of assets and liabilities in the prescribed form giving the particulars regarding: -
  - i) the immovable property inherited by you, or owned or acquired by you or held by you on lease or mortgage, either in your own name or in the name of any member of your family or in the name of any other person;
  - ii) shares, debentures and cash, including bank deposits owned, acquired or held by you;
  - iii) other movable property owned, acquired or held by you, if the value of such property exceeds two months basic pay of the employee.  
(Authority CON/HR/41/1/1261 dtd.20.9.2005)
  - iv) Debts and other liabilities incurred by you directly or indirectly and
  - v) you shall, beginning 1<sup>st</sup> January, submit a return of immovable property inherited/owned/acquired every year.
- (g) The competent authority may, at any time, by general or special order require you to submit within a period specified in the order, a full and complete statement of such movable or immovable property held or acquired by you or on your behalf or by any member of your family, as may be specified in the order. Such statement shall, if so required by the competent authority, includes details of the means by which, or the source from which such property was acquired.

## **15(A) DEALING IN SHARES OF CONCOR BY MANAGEMENT**

(Authority : CON/HR/41/1/969 dtd.29.03.2010)

- (i) 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.

- (ii) 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 own name or through any member of their family in the shares of their own company.
- (iii) Full-time Director or Executive / employees of a CPSE or any member of his/her family or any person acting on his/her behalf shall not apply for shares out of any preferential quota reserved for employees/Directors of other companies.
- (iv) All employees of the CPSEs would be required to disclose to the company all transactions of purchase/sale in shares worth Rs. 20,000/- or more in value or existing holding/interest in the shares worth Rs. 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.

**16. CANVASSING OF NON-OFFICIAL OR OTHER INFLUENCE :**

You shall not bring or attempt to bring any outside influence to further your interest in respect of matters pertaining to your service in the Corporation.

**17. BIGAMOUS MARRIAGES :**

- (a) You shall not enter into or contract a marriage with a person having a spouse living; and
- (b) If your spouse is living, you shall not enter into or contract a marriage with any person.

Provided that the Managing Director may permit an employee to enter into or contract any such marriage as is referred to in clause (a) or clause (b) if he is satisfied that such marriage is permissible under the personal law applicable to such employee and the other party to the marriage.

**18. CONSUMPTION OF INTOXICATING DRINKS AND DRUGS :**

You shall :

- (a) strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which you may happen to be for the time being:
- (b) not be under the influence of any intoxicating drink or drug during the course of your duty and shall take due care that the performance of your duties at any time is not affected in any way by the influence of such drinks of drugs.
- (c) Refrain from consuming any intoxicating drink or drug in public place.
- (d) not appear in a public place in a state of intoxication.

**19. PROHIBITION OF SEXUAL HARASSMENT OF WOMEN AT WORK PLACE**

- (ii) You shall not indulge in any act of sexual harassment of any woman at workplace
- (ii) You, if in-charge of a work-place, shall take appropriate steps to prevent sexual harassment to any woman at such workplace.

(authority: CON/HRD/249/1/1219 dtd.21.5.1998)

**20. POWER TO RELAX TIME-LIMIT AND TO 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.

**21. REMOVAL OF DOUBTS**

Where doubt arises as to interpretation of any of these Rules, the matter shall be referred to the Managing Director for final decision and his decision shall be binding.

**22. AMENDMENTS**

Managing Director may amend, modify or add to these Rules, from time to time, and all such amendments, modifications or additions shall take with effect from the date stated therein.

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"Form of the Bond Agreement under rule 5(e)"  
(To be executed on One Hundred Rupees Non-judicial Stamp Paper)

**BOND**

This Bond is executed on this the \_\_\_\_\_ day of ..... by  
me \_\_\_\_\_ (name) son of  
Mr. \_\_\_\_\_, Resident of  
\_\_\_\_\_ .

**WHEREAS** I have been selected /appointed as Managing Director/Director of Container Corporation of India Ltd. (hereinafter called CONCOR), a company incorporated under the Companies Act and having its Corporate Office at CONCOR Bhawan, C-3, Mathura Road, New Delhi – 110076;  
AND

**WHEREAS** I being Managing Director/Director, am full time working for CONCOR and am governed by the Rules & Regulations as well as decision of CONCOR; AND

**WHEREAS** one of the requirements of CONCOR is that on my cessation as Managing Director/Director of the Company I shall not undertake employment and/or work of any Company/Concern/Organization/Person with whom CONCOR is having or is in process to have business dealings; AND

**WHEREAS** one of the requirements of my continuation as Managing Director/Director of CONCOR is that I shall execute a Bond undertaking to comply with the abovementioned requirement of CONCOR.

**NOW THEREFORE THIS BOND WITNESSETH AS UNDER:**

1. That in consideration of my appointment/continuation as Managing Director/Director of CONCOR I undertake that during a period of at least one year from the cessation of my tenure as Managing Director/Director of CONCOR, I shall not, directly or indirectly, work in any capacity including as an employee or as a Consultant or as a partner or as a Director for any Company/Concern/Organization or Person with whom CONCOR has/had dealings or with whom CONCOR contemplates to have any business dealings.
2. I further undertake that I shall not work and / or associate myself directly or indirectly with any Company / Concern / Organization / Person who is advising/offering consultancy to any Company / Concern / Organization/Person with whom CONCOR is having or is proposing to have any business relations.
3. That in case I commit breach of any of the terms & conditions referred to in paras 1 and 2 above, I undertake to pay Rs. five lakhs as liquidated compensation/damages to CONCOR.
4. That I understand that in case of any dispute arising out of this Bond Agreement, it will be within the jurisdiction of Courts of Delhi only.

In witness whereof I the above-named have signed this Bond on the day,  
month and year abovementioned.

**EXECUTANT**

**WITNESSES**

1.

2.

**FORM FOR GIVING INTIMATION OR SEEKING PREVIOUS SANCTION UNDER  
RULE -15 (a) FOR TRANSACTION IN RESEPECT OF IMMOVABLE PROPERTY**

1. Name and designation :
2. Scale of pay and present Pay :
3. Purpose of application- Sanction for transaction/prior intimation of transaction :
4. Whether property is being acquired or disposed of :
5. Probable date of acquisition or disposal of property :
6. Mode of acquisition/disposal :
7. (a) Full details about location, viz. Municipal No., Street/Village/Taluk/District and state in which situated :  
(b) Description of the property, in the case of cultivable land, Dry or irrigated land :  
(c) Whether freehold or leasehold :  
(d) Whether the applicant's interest in the property is in full or part (in case of partial interest, the extent of such interest must be indicated) :  
(e) In case the transaction is not Exclusively in the name of the Govt. Servant, particulars of ownership and share of each member :
8. Sale/purchase price of the property (market value in the case of gifts) :
9. In case of acquisition, source or sources from which financed/proposed to be financed :  
(a) Personal savings :  
(b) Other sources giving details :

10. In the case of disposal of property, was requisite sanction/intimation obtained/given for its acquisition? (a copy of the sanction/acknowledgement to the attached) :
11. (a) Name and address of the party with whom transaction is proposed to be made/has been made :
- (b) Is the party related to the applicant? if so, state relationship :
- (c) Did the applicant have any dealings with the party in his official capacity at any time, or is the applicant likely to have any dealings with him in the near future ? :
- (d) How was the transaction arranged ? (whether through any statutory body or a private agency through advertisement or through friends and relatives. Full particulars to be given) :
12. In the case of acquisition by gifts, whether sanction is also required under Rule 11 of the CONCOR (Conduct) Rules 1993 :
13. Any other relevant fact which the applicant may like to mention :

**DECLARATION** :

I, \_\_\_\_\_, hereby declare that the particulars given above are true. I request that I may be given permission to acquire/dispose of property as described above from/to the party whose name is mentioned in item 11 above.

(OR)

I, \_\_\_\_\_, hereby intimate the proposed acquisition of property by me as detailed above. I declare that the particulars given above are true.

Place :

Date :

Signature :

Designation :

**FORM FOR GIVING INTIMATION OR SEEKING PREVIOUS SANCTION UNDER RULE -  
15 (b) (c) & (d) FOR TRANSACTION IN RESEPECT OF MOVABLE PROPERTY**

1. Name of the employee :
2. Scale of pay and present Pay :
3. Purpose of application- Sanction for transaction/intimation of transaction :
4. Whether property is being acquired or disposed of :
5. (a) Probable date of acquisition or disposal of property :  
(b) If the property is already acquired/ disposed of actual date of transaction :
6. (a) Description of the property (e.g. Car/Scooter/Motor Cycle/Refrigerator/ Radio/Radiogram/Jewellery/Loans/ Insurance Policies etc.) :  
(b) Make, model (and also Registration No. in case of vehicles) where necessary :
7. Mode of acquisition/disposal (purchase, sale, gift, mortgage, lease or other wise) :
8. Sale/purchase price of the property (market value in the case of gifts) :
9. In case of acquisition, source(s) from which financed/proposed to be financed :  
(a) Personal savings :  
(b) Other sources giving details :
10. In the case of disposal of property, was requisite sanction/intimation obtained/ given for its acquisition (a copy of the sanction/acknowledgement to be attached) :
11. (a) Name and address of the party with whom transaction is proposed to be made/ has been made :  
(b) Is the party related to the applicant? if so, state relationship :  
(c) Did the applicant have any dealings with the party in his official capacity at any time, or is the applicant likely to have any dealings with him in the near future ? :  
(d) Nature of official dealings with the party :  
(e) How was the transaction arranged? (whether through any statutory body or a private agency through advertisement or through friends and relatives. Full particulars to be given) :

12. In the case of acquisition by gifts, :  
whether sanction is also required under  
Rule 13 of the 11 of CONCOR Conduct  
Rules ?

13. Any other relevant fact which the :  
applicant may like to mention

DECLARATION :

I, \_\_\_\_\_, hereby declare that the particulars given above are true. I request that I may be given permission to acquire/dispose of property as declared above from/to the party whose name is mentioned in item 11 above.

OR

I, \_\_\_\_\_, hereby intimate that the acquisition/disposal of property by me as described above. I declare that the particulars given above are true.

Place :

Signature :

Date :

Designation :

NOTE :

1. In the above form, different portions may be used according to requirement.
2. Where previous sanction is asked for the application should be submitted at least 30 days before the proposed date of transaction.