

# **BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES LUCKNOW**

(An Autonomous Institution under the Department of  
Science and Technology, Government of India)



## **STAFF RULES**

**MARCH 31, 2013**

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**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**  
**STAFF RULES**  
**(Under Bye-law 32)**

(Approved by the Department of Science and Technology, Government of India Letter No.AI/BSIP/010/96 dated January 28, 1997)

**Staff Rule 1. SHORT TITLE AND COMMENCEMENT:**

1.1. These Staff Rules shall be called the Staff Rules of the Birbal Sahni Institute of Palaeosciences.

1.2. These Staff rules may be read in conjunction with the Rules and Regulations and the Bye-laws of the Birbal Sahni Institute of Palaeosciences.

**Staff Rule 2. DEFINITIONS:**

2.1. In these Staff Rules, unless the context otherwise requires :

- (i) "Institute" shall mean the Birbal Sahni Institute of Palaeosciences (hereinafter referred to as the Institute) ;
- (ii) "Governing Body" shall mean the body which is constituted under Rule 4 as the Governing Body of the Institute ;
- (iii) "Chairman" shall mean the Chairman of the Governing Body ;
- (iv) "Director" shall mean the Director of the Institute appointed under the rules ;
- (v) "Registrar" shall mean the Registrar of the Institute appointed under the rules ;
- (vi) "Accounts Officer" shall mean the Accounts Officer of the Institute appointed under the rules ;
- (vii) "Government of India" shall mean the Administrative Ministry/Department of the Government of India concerned with Science and Technology ;
- (viii) "Rules" shall mean and include the Rules and Regulations of the Institute ;
- (ix) "Bye-laws" shall mean Bye-laws framed under Rule 19 of the Rules of the Institute ;
- (x) "Staff Rules" shall mean these Staff Rules, under Bye-law 34 of the Bye-laws of the Institute.

**Staff Rule 3. APPLICABILITY:**

3.1. These Staff Rules shall be applicable to all employees of the Institute.

**Staff Rule 4. SCALES OF PAY:**

4.1. The Institute will follow the standard scales of pay being followed by the Government of India. The present scales of pay applicable to various posts in the Institute are given in Schedule 'I' of these Staff Rules. However, the Institute may employ persons to meet special needs on contract on specific terms and conditions for certain period for specific tasks, jobs, services, etc.

**Staff Rule 5. DEARNESS ALLOWANCE AND CITY COMPENSATORY ALLOWANCE:**

5.1. Dearness allowance and city compensatory allowance shall be as admissible under the Government of India rules as applicable from time to time.

**Staff Rule 6. HOUSE RENT ALLOWANCE:**

6.1. The rates of house rent allowance shall be as admissible under the Government of India rules as applicable from time to time.

**Staff Rule 7. MEDICAL REIMBURSEMENT SCHEME:**

7.1. The employees of the Institute shall be entitled to reimbursement of medical expenses incurred on themselves and their families as admissible to the Government of India employees of the same categories as per Government of India rules and orders on the subject that may be issued from time to time, subject to the instructions/conditions that the Governing Body of the Institute may prescribe from time to time.

NOTE : (i) Reference to "Government" and "Government servant" in the Government of India rules and orders on the subject that may be issued from time to time shall be construed as reference to the "Birbal Sahni Institute of Palaeosciences" and to "every person appointed to a post in connection with affairs of the Institute" respectively ; and (ii) The Prescribed Authority or Competent Authority in the Government of India rules and orders on the subject that may be issued from time to time shall mean the "Director" in the case of all employees.

**Staff Rule 8. LEAVE TRAVEL CONCESSION:**

8.1. The employees of the Institute shall be granted leave travel concession as admissible to the Government of India employees of the same categories as per the Government of India rules and orders on the subject that may be issued from time to time.

**Staff Rule 9. CHILDREN'S EDUCATION ALLOWANCE AND REIMBURSEMENT OF TUITION FEE, ETC. :**

9.1. Children's education allowance and reimbursement of tuition fee, etc. shall be as admissible under the Government of India rules as applicable from time to time.

**Staff Rule 10. TRAVELLING ALLOWANCE:**

10.1. Travelling allowance to the employees of the Institute shall be admissible on the scale and under the rules for corresponding categories of officials of the Government of India as issued and amended from time to time.

10.2. The employees of the Institute undertaking field work shall be granted travelling allowances and other related expenses on the scale and under the rules for corresponding categories of officials of the Government of India as issued and amended from time to time, subject to the instructions/conditions that the Governing Body or authorities of the Institute may prescribe from time to time.

**Staff Rule 11. ADVANCES:**

11.1. Interest-free and interest bearing advances except house building advance, for the employees of the Institute shall be identical to those granted by the Government of India to officials with identical scales of pay from time to time, subject to the availability of the funds and compliance of conditions laid down in the General Financial Rules of the Government of India in this regard.

11.2. The grant of House Building Advance to the employees of the Institute shall be regulated in accordance with the House Building Advance Rules laid down in Schedule 'II' of these Staff Rules.

**Staff Rule 12. LEAVE RULES AND DRAWAL OF LEAVE SALARY:**

12.1. The provisions of Central Civil Services (Leave) Rules, 1972 of the Government of India as amended from time to time shall apply mutatis mutandis to the employees of the Institute.

NOTE : (i) Reference to "Government" and "Government Servant" in the Central Civil Services (Leave) Rules, 1972 of the Government of India as amended from time to time shall be construed as references to the "Birbal Sahni Institute of Palaeosciences" and to "every person appointed to a post in connection with affairs of the Institute" respectively ; (ii) the Prescribed Authority or Competent Authority in the Central Civil Services (Leave) Rules, 1972 of the Government of India as amended from time to time shall mean (a) Chairman in the case of Director except the casual leave which the Director can avail himself on his own authority, (b) Director in the case of all scientific staff members and Registrar and (c) Registrar in the case of all other employees of the Institute.

**Staff Rule 13. DEATH-CUM-RETIREMENT GRATUITY AND PENSIONS:**

13.1. Central Civil Services (Pension) Rules, 1972 of the Government of India as amended from time to time shall apply mutatis mutandis to all the regular employees of the Institute other than those on contract or on re-employment after superannuation or paid out of contingencies.

NOTE : (i) Reference to “Government”, “Government Servant”, “Head of the Department”, “Head of the Office”, “Audit Officer or Accounts Officer” in the Central Civil Services (Pension) Rules, 1972 as amended from time to time shall be construed as reference to the “Birbal Sahni Institute of Palaeosciences”, “Employee of the Institute”, “Director”, “Registrar”, “Accounts Officer” of the Institute respectively.

(ii) The “Pension Sanctioning Authority” in the Central Civil Services (Pension) Rules, 1972 as amended from time to time shall mean “Director” in the case of employees of the Institute other than Director, and “Chairman” in the case of Director.

**Staff Rule 13. DEATH-CUM-RETIREMENT GRATUITY AND PENSIONS:**

13.1. Central Civil Services (Pension) Rules, 1972 of the Government of India as amended from time to time shall apply mutatis mutandis to all the regular employees of the Institute other than those on contract or on re-employment after superannuation or paid out of contingencies.

NOTE : (i) Reference to “Government”, “Government Servant”, “Head of the Department”, “Head of the Office”, “Audit Officer or Accounts Officer” in the Central Civil Services (Pension) Rules, 1972 as amended from time to time shall be construed as reference to the “Birbal Sahni Institute of Palaeosciences”, “Employee of the Institute”, “Director”, “Registrar”, “Accounts Officer” of the Institute respectively.

(ii) The “Pension Sanctioning Authority” in the Central Civil Services (Pension) Rules, 1972 as amended from time to time shall mean “Director” in the case of employees of the Institute other than Director, and “Chairman” in the case of Director.

**Staff Rule 14. GENERAL PROVIDENT FUND:**

14.1. The Institute will have a General Provident Fund Scheme and the employees of the Institute shall be governed by the General Provident Fund Rules of the Institute as laid down in Schedule ‘III’ of these Staff Rules.



**Staff Rule 15. SOURCES OF RECRUITMENT:**

15.1. These are laid down under Bye-law 18.2., 19.1. and 20.1. and the relevant recruitment rules for various posts of the Institute.

**Staff Rule 16. RESERVATION IN POSTS AND SERVICES:**

16.1. The general orders of the Government of India regarding reservations/concessions/relaxations for Scheduled Castes, Scheduled Tribes, Other Backward Classes and other categories as applicable to Autonomous Bodies and as amended from time to time will be applicable to the Institute for direct recruitment.

**Staff Rule 17. AGREEMENT:**

17.1. Every employee of the Institute shall accept in writing the terms and conditions of his appointment before joining the Institute and again before taking up each subsequent appointment in the Institute.

**Staff Rule 18. DECLARATIONS:**

18.1. At the time of joining the Institute, employees are required to give various declarations regarding home town, date of birth, experience, qualifications, details of family, etc. They are also required to take an oath of secrecy.

**Staff Rule 19. VERIFICATION OF CHARACTER AND ANTECEDENTS:**

19.1. The appointing authority should satisfy itself that the character and antecedents of the persons proposed to be appointed are such as not to render them unsuitable for appointment.

**Staff Rule 20. MEDICAL EXAMINATION ON FIRST APPOINTMENT:**

20.1. To ensure that only persons who are physically as well as mentally sound in health are admitted to service, every new entrant on appointment to the Institute is required to produce a medical certificate of fitness as directed by the Institute.

**Staff Rule 21. PROBATION:**

**21.1:** Every employee of the Institute on his appointment by direct recruitment rules or by promotion (except for assessment promotion where the staff member carries his post to the promoted grade) wherever provided in the relevant recruitment rules shall be on probation for a period of two years from the date of joining. For direct recruitment to post carrying a grade pay of Rs. 7600/- or above, the probationary period shall be of one year. The probation shall stand terminated only when communication to that effect has reached the employee concerned. On the basis of assessment of conduct and work, the probation of an employee may be extended by the appointing authority.

There will be no probation in the case of employees of the Institute appointed to various posts on contract basis, on deputation or on re-employment after superannuation.

21.2: The appointing authority shall have the power to terminate the services of a member of the staff or revert to his permanent service, grade or post, without assigning any reason during the period of his probation.

**Staff Rule 22. CONFIRMATION:**

22.1. An employee will be confirmed in the service of the Institute after satisfactory completion of his probationary period except in the case of assessment promotion for Scientific and Technical Staff member where the incumbent shall carry his post alongwith him in the next higher grade.

**Staff Rule 23. PERFORMANCE OF DUTIES:**

23.1. Every employee shall perform such duties as may be entrusted to him and shall, to the best of his ability, carry-out the directions of the Authorities of the Institute.

**Staff Rule 24. OBEDIENCE TO RULES AND REGULATIONS, BYE-LAWS AND STAFF RULES:**

24.1. During the period of his service, every employee shall observe, obey and abide by the Rules and Regulations of the Institute and the Bye-laws and Staff Rules made or amended from time to time by the Governing Body, and all standing orders passed by the Authorities of the Institute.

**Staff Rule 25. CONFIDENTIAL REPORTS:**

25.1. Annual confidential reports in respect of all regular employees of the Institute shall be written on financial year basis. The proforma for annual confidential reports will include performance appraisal in the case of scientific and technical staff members.

25.2. The reporting and reviewing officers for the annual confidential reports or annual performance appraisal reports shall be as may be decided by the Director for various employees depending upon their placement during the financial year.

**Staff Rule 26. CONDUCT RULES:**

26.1. The employees of the Institute shall be governed by the Conduct Rules for the Birbal Sahni Institute of Palaeosciences Employees as laid down in Schedule 'IV' of these Staff Rules.

**Staff Rule 27. DISCIPLINARY RULES:**

27.1. The authority empowered under these Disciplinary Rules may impose suitable penalty on any member of the staff appointed at the Institute for any misconduct, disobedience or for breach of the terms and conditions of his appointment.

27.2. The appointing authority may place a member of the staff appointed at the Institute under suspension :

- (i) when disciplinary proceedings against him are contemplated or are pending, or
- (ii) where a case against him in respect of any criminal offence is under investigation or trial.

During the first year of suspension the member of staff shall be entitled to the subsistence allowance at an amount equal to the leave salary which he would have drawn if he had been on leave on half average pay and any period subsequent thereto at three quarters of such an amount. In addition, he may be granted any allowances of which he was in receipt on the date of suspension to such an extent and subject to such conditions as the Director may specify.

27.3. The following penalties may, for good and sufficient reasons and as hereinafter provided, be imposed on any member of staff :

- (i) censure ;
- (ii) withholding of increments or promotion ;
- (iii) recovery from the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders ;
- (iv) reduction to lower service, scale of pay or posts or to a lower time scale or to a lower stage in time scale ;
- (v) compulsory retirement ;
- (vi) removal from service which shall not be a disqualification for future employment under the Institute ; or
- (vii) dismissal from service which shall ordinarily be a disqualification for future employment under the Institute.

No order imposing on any member of staff any of the penalties as specified at (iv) to (vii) above shall be passed by any authority subordinate to that by which he was appointed and except after an enquiry has been held and the member of staff

has been given reasonable opportunity of showing cause against action proposed to be taken in regard to him.

No order imposing on any member of staff any of the penalties specified at (i) to (iii) above shall be passed by any authority subordinate to that by which he was appointed and unless the member of the staff concerned has been given an opportunity to make a representation to the appointing authority.

Notwithstanding the above provisions, it shall not be necessary to follow the procedure mentioned above in the following cases :

(i) where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge by a court of law ;

(ii) where the authority empowered to dismiss or remove the person or to reduce him in rank is satisfied that for some reasons to be recorded by that authority in writing, it is not reasonably practicable to give to that person an opportunity of showing cause ; or

(iii) where the Chairman is satisfied that in the interest of the security of the State, it is not expedient to give that person such an opportunity.

If any question arises whether it is reasonably practicable to give to any person an opportunity of showing cause under clause (ii) above, the decisions thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be final.

27.4. A member of staff aggrieved by any orders imposing penalty passed by the Director against him shall be entitled to prefer an appeal to the Governing Body against the orders and there shall be no further appeal on the decision of the Governing Body.

No appeal under this clause shall be entertained unless it is submitted within a period of three months from the date on which the appellant receives a copy of the orders appealed against provided that the Governing Body may entertain the appeal after the expiry of the said period, if it is satisfied that the appellant has sufficient cause for not submitting the appeal in time.

27.5. The authority to whom an appeal against an order imposing penalty lies under clause 27.4. may, on its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case and pass such orders as it deems fit as if the member of staff concerned had preferred an appeal against such order ;

Provided that no action under this clause shall be initiated more than six months after the date of the order to be reviewed.

27.6. Notwithstanding anything contained in these Disciplinary Rules, the Governing Body may, on its own motion or otherwise, after calling for the records of the case, review any order which is made under these Disciplinary Rules appealable there under and :

(i) confirm, modify or set aside the order ;

(ii) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order ;

(iii) remit the case to the authority which made the order or to any other authority directing such further action or enquiry as it considers proper in the circumstances of the case ; or

(iv) pass such other orders as it deems fit, provided that :

(a) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty ;

(b) if the Governing Body proposes to impose any of the penalties specified at (iv) to (vii) of clause 27.3., in a case where proper enquiry has not been held and thereafter on consideration of the proceedings of such enquiry and after giving the member of staff concerned an opportunity of making any representation which he may wish to make against such penalty, pass such orders as it may deem fit.

27.7. The decision of the Governing Body under clause 27.3. or 27.4. shall, subject to the provisions of clause 27.5., be final.

27.8. (i) When a member of staff of the Institute who has been dismissed, removed or suspended is reinstated, the authority competent to order the reinstatement shall consider and make a specific order :

(a) regarding the pay and allowances to be paid to the member of staff of the Institute for the period of his absence from duty ; and

(b) whether or not the said period shall be treated as a period spent on duty.

(ii) when such competent authority holds that the member of staff of the Institute has been fully exonerated, or in the case of suspension, that it was wholly unjustified, the member of staff of the Institute shall be given the full pay to which he would have been entitled had he not been dismissed, removed or

suspended, as the case may be, together with any allowance of which he was in receipt prior to his dismissal, removal or suspension.

(iii) In other cases, the member of staff of the Institute shall be given such proportion of such pay and allowances as such competent authority may prescribe ;

Provided that the payment of allowances under clause (ii) or (iii) above shall be subject to all other conditions under which such allowances are admissible.

(iv) In cases falling under clause (ii) above the period of absence from duty shall be treated as a period spent on duty for all purposes.

(v) In cases falling under clause (iii) above the period of absence from duty shall not be treated as a period spent on duty unless such competent authority specifically directs that it shall be so treated for any specific purpose.

**Staff Rule 28. AGE OF SUPERANNUATION:**

28.1. The age of superannuation for all Scientific, Technical, Administrative and Others Staff Members shall be 60 years.

**Staff Rule 29. RESIGNATION:**

29.1. Any employee of the Institute other than the Director may resign from his post by a letter addressed to the Director and in the case of the Director, the letter be addressed to the Chairman ;

Provided that such a resignation shall take effect only from the date from which the same is accepted by the authority competent to make the appointment.

**Staff Rule 30. VOLUNTARY RETIREMENT:**

30.1. The Central Civil Services (Pension) Rules 1972 of the Government of India as amended from time to time shall apply 'mutadis mutandis' for the employees of the Institute seeking voluntary retirement.

**Staff Rule 31. TERMINATION:**

31.1. All appointments shall be terminable on a notice of three months in writing on either side ;

Provided that the appointing authority may accept a shorter period of notice from a member of staff of the Institute in special circumstances ;

Provided that this shall not be applicable to the employees who seek discharge from service on return from study leave/training, etc. as they are bound by the agreement

to serve the Institute for a specified period after return. Otherwise they shall return the emoluments/expenses drawn/spent during such study leave/training, etc. to the Institute.

**Staff Rule 32. RETIREMENT ON MEDICAL GROUNDS:**

32.1. Notwithstanding anything contained in the Bye-laws and the Staff Rules, the appointing authority may retire a member of the staff on three months notice from the service of the Institute if he has been incapacitated for further service on account of permanent physical or mental disability if so certified by the competent medical authority nominated by the Institute. The decision of the appointing authority in this regard shall be final and binding on the member of staff concerned. The appointing authority may pay such member of staff three months' pay and allowances in lieu of the notice.

**Staff Rule 33. EXTENSION/RE-EMPLOYMENT:**

33.1. The grant of extension of service/re-employment to the employees of the Institute beyond the age of superannuation will be regulated in accordance with the instructions issued by the Government of India in this regard from time to time.

**Staff Rule 34. WORKING HOURS:**

34.1. The working hours of the Institute shall be from 09.30 AM to 06.00 PM. However, the duty hours of the staff members of security, operation and other services, if required, shall be as may be prescribed by the Authorities of the Institute from time to time.

**Staff Rule 35. ATTENDANCE:**

35.1. All employees of the Institute shall observe punctuality. To check late attendance, half a day's casual leave will be debited to the casual leave account for each late attendance but late attendance upto an hour on not more than two occasions in a month may be condoned by the competent authority, if he is satisfied that it is due to unavoidable circumstances. In case, such a course does not ensure punctual attendance of the employee, suitable disciplinary action may be taken against him, in addition to debiting half a day's casual leave to his casual leave account on each occasion of such late attendance.

**Staff Rule 36. HOLIDAYS:**

36.1. All closed Government of India holidays suitably modified by the Director to meet the local needs shall be observed by the Institute. A list of Institute's holidays will be announced every year in January.

**Staff Rule 37. DETENTION ON SATURDAYS, SUNDAYS AND HOLIDAYS:**

37.1. The Director or Registrar or a member of the staff to whom the power has been delegated by the Director may, for urgent work call any member of staff on Saturdays, Sundays and Institute's holidays or detain them after the working hours or call them before the working hours.

37.2. All employees of the Institute classified as Technical, Administrative and others in the scale of pay the maximum of which is not more than Rs.2900/- PM shall be entitled to the grant of over time allowance or compensatory leave as per the Government of India rules and orders on the subject that may be issued from time to time. However, the Director on the recommendations of the Registrar may decide to grant lump sum monthly honoraria to some specific staff members of essential services in lieu of over time allowance/ compensatory leave.

**Staff Rule 38. ACCEPTANCE OF HONORARIUM/FEE:**

38.1. Employees desirous of undertaking assignments outside the Institute need to take prior permission of competent authority. In case any honorarium/fee is received for such assignment, the same shall be regulated as per relevant provisions of Fundamental Rules and Supplementary Rules of the Government of India as amended from time to time.

**Staff Rule 39. APPLICATIONS FOR JOBS OUTSIDE THE INSTITUTE:**

39.1. Normally a maximum of four applications of a regular employee for outside job will be forwarded by the Director only if he is not at that time under any contractual obligation to serve the Institute for a stipulated period.

**Staff Rule 40. PERMISSION FOR HIGHER STUDIES:**

40.1. Permission for higher studies by correspondence or on part-time may be granted by the Director at his discretion based on utility of the course and its applications to the job of the member of staff subject to the following conditions :

(i) the pursuance of the course will not interfere with his duties in the Institute ; and

(ii) the permission granted by the Institute shall not involve any commitment on its part to grant leave for preparation and appearing in the examinations, etc.



**Staff Rule 41. RESIDENTIAL ACCOMMODATION AND OTHER FACILITIES:**

41.1. The Director of the Institute shall be provided leased unfurnished residential accommodation as per his basic pay range on payment of license fee as prescribed in Fundamental Rules and Supplementary Rules of the Government of India as amended from time to time.

41.2. On the recommendations of the Registrar, the Director may in the interest of the work of the Institute approve allotment of unfurnished residential quarters to any employee within the campus of the Institute for a period specified from time to time. An employee of the Institute occupying accommodation within the campus will not be paid any house rent allowance. In addition, charges for water, electricity and other services shall be recovered as determined by the Institute from time to time.

41.3. The reimbursement in respect of the supply/purchase of Newspapers/Magazines at the residences of various Officers of the Institute will be made on the terms and conditions as may be decided by the Institute from time to time.

41.4. The Authorities of the Institute will be provided residential telephones for the work related to the Institute.

41.5. Reimbursement of expenses incurred towards residential telephone/mobile connection/broad band facility at the residences of all Group 'A' Officer in PB-03 and above w.e.f. April 01, 2012 and onwards to a maximum limit of Rs. 800/- PM will be made by the Institute.

The amount of reimbursement will be restricted to Rs. 400/- PM if the Officer concerned does not have broad band facility at his/her residence.

41.6. The Authorities of the Institute will be provided security guards at their residences on the terms and conditions as may be decided by the Institute from time to time.

**Staff Rule 42. STAFF CAR RULES:**

42.1. The Director shall be entitled for use of staff car for all official journeys and also for journeys from residence to office and back.

42.2. The Authorities of the Institute other than the Director shall be entitled for use of staff car or other Institute's vehicle for all official journeys.

42.3. The use of Institute's vehicles by other members of the staff of the Institute for official journeys may be permissible subject to the justification of the purpose and the availability of the vehicles.

**Staff Rule 43. AMENDMENTS:**

43.1. The Governing Body may amend, modify, add to, suspend or repeal any of these Staff Rules from time to time.

**Staff Rule 44. INTERPRETATIONS:**

44.1. In case of any doubt, the interpretation of these Staff Rules by the Governing Body shall be final.

**Staff Rule 45. GENERAL:**

45.1. All such matters which are not covered by these Staff Rules shall be dealt with in accordance with the relevant Government of India rules in force at that time.

**SCHEDULE - I (Vith CPC)**  
**(Under Staff Rule 4.1)**

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**PRESENT APPROVED SCALES OF PAY APPLICABLE TO VARIOUS  
POSTS**

PB -1 Rs. 5200-20200-GP Rs. 1800

PB -1 Rs. 5200-20200-GP Rs. 1900

PB -1 Rs. 5200-20200-GP Rs. 2000

PB -1 Rs. 5200-20200-GP Rs. 2400

PB -1 Rs. 5200-20200-GP Rs. 2800

PB -2 Rs. 9300-34800-GP Rs. 4200

PB -2 Rs. 9300-34800-GP Rs. 4600

PB -2 Rs. 9300-34800-GP Rs. 4800

PB -2/PB -3 Rs. 9300-34800/ Rs. 15600-39100-GP Rs.5400

PB -3 Rs. 15600-39100-GP Rs.6600

PB -3 Rs. 15600-39100-GP Rs.7600

PB -4 Rs. 37400-67000-GP Rs.8700

PB -4 Rs. 37400-67000-GP Rs.8900

PB -4 Rs. 37400-67000-GP Rs.10000

HAG Rs. 67000 (annual increment @3%) – Rs. 79000

**SCHEDULE – II (Under Staff Rule 11.2)**

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**HOUSE BUILDING ADVANCE RULES**

**HBA Rule 1. SHORT TITLE :**

1.1. These House Building Advance Rules shall be called the “House Building Advance Rules of the Birbal Sahni Institute of Palaeosciences”.

**HBA Rule 2. DEFINITIONS :**

2.1. In these House Building Advance Rules unless the context otherwise requires :

(i) “Institute” shall mean the Birbal Sahni Institute of Palaeosciences (hereinafter referred to as the Institute) ;

(ii) “Governing Body” shall mean the body which is constituted under Rule 4 as the Governing Body of the Institute ;

(iii) “Chairman” shall mean the Chairman of the Governing Body ;

(iv) “Director” shall mean the Director of the Institute appointed under the rules ;

(v) “Institute Employees” shall mean any person appointed by the Institute to any post in connection with the affairs of the Institute.

**HBA Rule 3. APPLICABILITY :**

3.1. These House Building Advance Rules shall be applicable to all regular employees of the Institute.

**HBA Rule 4. PRESCRIBED AUTHORITIES :**

4.1. “Chairman” in the case of the Director.

4.2. “Director” in the case of all other employees.

**HBA Rule 5. TERMS AND CONDITIONS :**

5.1. All the Government of India rules and orders as issued and amended from time to time for the grant of House Building Advances with regards to applicability of eligibility, conditions, purpose for which advances can be granted,

amount of advance, disbursement, interest, repayment and recovery of loans, construction, maintenance of the cost of construction/ready-built house, etc., shall be applicable for the employees of the Institute.

NOTE : (i) Reference to “Government” and “Government Servant” in the Government of India rules and orders as issued and amended from time to time for the grant of House Building Advances shall be construed as reference to the “Birbal Sahni Institute of Palaeosciences” and to “every person appointed to a post in connection with the affairs of the Institute” respectively ;

(ii) The “Sanctioning Authority” in the Government of India rules and orders as issued and amended from time to time for the grant of House Building Advances shall mean “Director” in the case of employees of the Institute other than the Director, and “Chairman” in the case of the Director.

5.2. The scrutiny of estimates for construction, maintenance of the cost of construction/ready-built house/flat, etc. may be got examined where considered necessary, by a licensed architect/ valuer/engineer on charges as may be approved by the prescribed authority.

5.3. The examination of the title deed if considered necessary, may be got done by a lawyer on payment of honorarium as may be approved by the prescribed authority.

5.4. The employees of the Institute who are granted House Building Advances, shall be required to execute mortgage deeds/agreements duly registered in favour of the Institute.

5.5. Reimbursement of stamp duty and registration fee (less Re.1/-) shall be made by the Institute to the employee after the execution of mortgage deed/agreements/reconveyance deed.

6. These House Building Advance Rules may be revised or amended by the Governing Body as and when necessary.

**SCHEDULE – III (Under Staff Rule 14.1)**

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**GENERAL PROVIDENT FUND RULES**

**GPF Rule 1. SHORT TITLE :**

1.1. These General Provident Fund Rules may be called the “General Provident Fund Rules of the Birbal Sahni Institute of Palaeosciences”.

**GPF Rule 2. DEFINITIONS :**

2.1. In these General Provident Fund Rules, unless the context otherwise requires :

(i) “Institute” shall mean the Birbal Sahni Institute of Palaeosciences (hereinafter referred to as the Institute) ;

(ii) “Director” shall mean the Director of the Institute appointed under the rules ;

(iii) “Registrar” shall mean the Registrar of the Institute appointed under the rules and to whom the duty to maintain the Provident Fund Accounts of the subscribers has been entrusted by the Institute ;

(iv) “Accounts Officer” shall mean the Accounts Officer of the Institute appointed under the rules and who is to assist the Registrar in maintaining the Provident Fund Accounts of the subscribers ;

(v) “Governing Body” shall mean the Body which is constituted under rule 4 as the Governing Body of the Institute ;

(vi) “Emoluments” shall mean pay, leave salary or subsistence grant and includes dearness pay, if any, appropriate to pay, or any other remuneration of the nature of pay received in respect of the service rendered to the Institute or on foreign service ;

(vii) “Family” shall mean :

(a) in the case of a male subscriber, the wife or wives, parents, children, minor brothers, unmarried sisters, deceased son’s widow and children ;

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no

longer a member of the subscriber's family in matters to which these General Provident Fund Rules relate unless the subscriber subsequently intimates in writing to the Institute that she shall continue to be so regarded.

(b) In the case of a female subscriber, the husband, parents, children, minor brothers, unmarried sisters, deceased son's widow and children ;

Provided that if a subscriber by a notification in writing to the Institute expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these General Provident Fund Rules relate, unless the subscriber subsequently cancels such notice in writing.

NOTE : "Child" shall mean legitimate child, and includes an adopted child, where adoption is recognized by the personal law governing the subscriber.

(viii) "Fund" shall mean the General Provident Fund of the Birbal Sahni Institute of Palaeosciences ;

(ix) "Leave" shall mean any category of leave recognized by the Institute from time to time ;

(x) "Subscriber" shall mean an employee of the Institute who is eligible to subscribe to the Fund ; and

(xi) "Year" shall mean financial year of the Institute.

### **GPF Rule 3. CONSTITUTION AND MANAGEMENT OF THE FUND :**

3.1. The Fund shall be maintained in rupees.

3.2. The accounts of the Fund shall be administered by a Committee consisting of Director (nominee of the Governing Body) as Chairman, Registrar as Secretary, Accounts Officer and one employee of the Institute nominated by the Director, and the funds shall be maintained by the Registrar under the control of the Director.

All sums paid into the Fund under these General Provident Fund Rules shall be credited in the books of the Institute to an account named "General Provident Fund Account of the Birbal Sahni Institute of Palaeosciences".

#### **GPF Rule 4. CONDITIONS OF ELIGIBILITY :**

4.1. The following members of the staff shall be subscribers to the Fund :

(i) All regular employees of the Institute having completed one year of continuous service in the Institute ;

(ii) Temporary employees of the Institute who have been appointed against regular vacancies and are likely to continue for more than a year ; and

(iii) Such other members of the staff as may be permitted by the Governing Body to join the Fund as subscribers.

#### **GPF Rule 5. NOMINATIONS :**

5.1. A subscriber shall at the time of joining the Fund, send to the Registrar a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death, before the amount has become payable, or having become payable, has not been paid. Such nominations, after acceptance shall be recorded and pasted in the service book of the concerned subscriber along with a communication with the Accounts Officers on this issue ;

Provided that if at the time of making the nomination, a subscriber has a family, such nomination shall only be in favour of a member or members of his family ;

Provided further that the nomination made by a subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other Fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this General Provident Fund Rule until he makes a fresh nomination in accordance with this General Provident Fund Rule.

5.2. If a subscriber nominates more than one person under the clause 5.1. he shall specify in the nomination, the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

5.3. Every nomination shall be made in the prescribed form.

5.4. A subscriber may, at any time, cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall along with such a notice send a fresh nomination made in accordance with the provisions of General Provident Fund Rule.



5.5. A subscriber may provide in a nomination :

5.5.1. In respect of any specified nominee that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such person in such a manner as to cover the whole of the amount payable to the nominee.

5.5.2. That the nomination shall become invalid in the event of the happening of the contingency specified therein, provided that if at the time of making the nomination, the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under the clause 5.5.1. shall become invalid in the event of his subsequently acquiring other member or members in his family.

5.6. Immediately on the death of a nominee, in respect of whom no special provision has been made in the nomination under the clause 5.5.1. or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of the clause 5.5.2. or the provision thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination, together with a fresh nomination made in accordance with the provisions of the clauses above.

5.7. Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent it is valid and accepted, take effect on the date on which it is received by the Registrar.

**GPF Rule 6. SUBSCRIBER'S ACCOUNT :**

6.1. An account shall be opened in the name of each subscriber in which shall be shown :

(i) his subscription ;

(ii) interest as provided by General Provident Fund Rule 11 on the subscriptions ; and

(iii) advances and withdrawals from the Fund.

**GPF Rule 7. CONDITIONS OF SUBSCRIPTION :**

7.1. A subscriber shall subscribe monthly to the Fund, except during the period when he is under suspension.

7.2. A subscriber may, at his option, not subscribe during leave which either does not carry any leave salary or carries leave salary equal to or less than half-pay or half-average-pay.

7.3. A subscriber on reinstatement, after a period passed under suspension, shall be allowed the option of paying in one lump sum or in installments, any sum not exceeding the maximum amount of arrears of subscriptions payable for that period.

7.4. The subscriber shall intimate his option not to subscribe during leave by a written communication addressed to the Registrar before he proceeds on leave.

Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this clause shall be final.

7.5. A subscriber shall not subscribe to the Fund for the month in which he quits the service unless before the commencement of the said month, he communicates to the Registrar, in writing, his option to subscribe for the said month.

7.6. A subscriber due for retirement shall not subscribe the Fund during the last three months of his service.

#### **GPF Rule 8. RATES OF SUBSCRIPTION :**

8.1. The rate/amount of subscription shall be fixed by the subscriber himself, subject to the following conditions :

- (i) It shall be expressed in whole rupees.
- (ii) It may be any sum so expressed but not less than 6% of his emoluments and not more than his total emoluments.

8.2. For the purpose of the clause 8.1. above, the emoluments of a subscriber shall be :

- (i) In case of a subscriber who was in service of the Institute on 31st March of the preceding year, the emoluments to which he was entitled on that date ;

Provided that ;

- (a) If the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty ;

(b) If the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India ;

(c) In the case of a subscriber who was not in the service of the Institute on 31st March of the preceding year and/or joined the Fund for the first time after the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date/date of joining the Fund.

8.3. The amount of subscription may be :

- (i) reduced once at any time during the course of the year ; or
- (ii) enhanced twice during the course of the year ; or
- (iii) reduced and enhanced as aforesaid ;

Provided that when the amount of subscription is so reduced, it shall not be less than the minimum prescribed, i.e. 6% ;

Provided further that if a subscriber is on leave without pay or leave on half-pay or on half-average-pay for a part of a calendar month and he has elected not to subscribe during such leave, the amount of subscription payable shall be proportionate to the number of days spent on duty including leave, if any, other than those referred to above.

#### **GPF Rule 9. TRANSFER TO FOREIGN SERVICE OR DEPUTATION OUT OF INDIA :**

9.1. When a subscriber is sent on deputation out of India, he shall remain a subscriber subject to the General Provident Fund Rules in the same manner as if he was not sent on deputation.

#### **GPF Rule 10. REALISATION OF SUBSCRIPTIONS :**

10.1. The recovery of subscriptions and the principal and interest of advances shall be made from the emoluments of the subscriber.

10.2. But if the emoluments are drawn from any other source, the subscriber shall ensure that his monthly dues are sent promptly to the Registrar ;

Provided that in case of a subscriber on deputation to a Body or an Institution, owned and controlled by the Government, the subscription shall be recovered and forwarded to the Registrar by such Body/Institution.

### **GPF Rule 11. INTEREST :**

11.1. The Institute shall pay to the credit of a subscriber's account interest at such rate as may be prescribed and notified from time to time by the Government of India for its General Provident Fund, and the method of calculation of interest shall be the same as laid down by the Government of India from time to time.

11.2. Interest shall be credited with effect from the last day in each year in the following manner :

(i) On the amount to the credit of the subscriber on the last day of the preceding year, less any sums withdrawn during the current year - interest for twelve months ;

(ii) On sums withdrawn during the current year - interest from the beginning of the current year upto the last day of the month preceding the month of the withdrawal ;

(iii) On all the sums credited to the subscriber's account after the last day of the preceding year - interest from the date of deposit up to the end of the current year ; and

(iv) The total amount of interest shall be rounded to the nearest whole rupee (50 paise counting as next higher rupee) ;

Provided that when the amount standing to the credit of a subscriber has become payable, interest shall thereupon be credited under this General Provident Fund Rule in respect of only the period from the beginning of the current year or from the date of deposit, as the case may be, up to the close of the preceding month of the date on which the amount standing at credit of the subscriber becomes payable.

11.3. For the purpose of this General Provident Fund Rule, the date of deposit shall be deemed to be the first day of the month in which it is recovered, and in case of amounts forwarded by the subscriber, shall be deemed to be the first day of the month of receipt if it is received by the Registrar before the fifth day of that month ; but, if it is received on or after the fifth day of that month ; the first day of the succeeding month ;

Provided that where there has been delay in drawl of pay or leave salary and allowances of a subscriber and consequently in the recovery of his subscription to the Fund, the interest on such subscriptions shall be payable in the month in which pay or the leave salary of the subscriber was due under the Rules irrespective of the month in which it is actually drawn ;

Provided further that in the case of an amount forwarded in accordance with the provision of the clause 10.2., the date of deposit shall be deemed to be the first day of the month if it is received by the Registrar before the fifteenth day of that month ;

Provided further that where the emoluments for a month are drawn and disbursed on the last working day of the same month, the date of deposit shall in the case of recovery of his subscription be deemed to be the first day of the succeeding month ;

Provided that in all cases interest will be paid in regard of balances at the credit of a subscriber up to the close of the month preceding that in which payment is made or upto the end of the sixth month after the month in which such amount became payable whichever of these periods be less.

11.4. Subject to the provisions of the clause 11.3., no interest shall be paid in respect of any period, after the date, which the Registrar has intimated to that person, or his agent or nominee as the date on which he is prepared to make payments.

11.5. The interest on amount which under General Provident Fund Rule 18 (Explanations I & II) or General Provident Fund Rule 19 are repaid to the credit of the subscriber of the Fund, shall be calculated at such rates as may be successively prescribed under the clause 11.1. and so far as may be in the manner described in this General Provident Fund Rule.

11.6. In case a subscriber is found to have drawn from the Fund an amount in excess of the amount standing to his credit on the date of drawl occurred in the course of an advance or a withdrawal or the final payment from the Fund, shall be repaid by him with interest thereon in one lump sum or in default, be ordered by the Director to be recovered by deduction in one lump sum from the emoluments of the subscriber. If the total amount to be recovered is more than half the emoluments of the subscriber, recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount together with the interest, is recovered. For purpose of this clause, the rate of interest to be charged on overdrawn amount would be 2 1/2% over and above the normal rate on Provident Fund balances under the clause 11.1.. The Director, however, may waive off the recovery of interest on the overdrawn of amount on genuine grounds.

#### **GPF Rule 12. ADVANCES FROM THE FUND :**

12.1. The Director or an officer duly authorized by him in this behalf, may sanction the payment to any subscriber of an advance consisting of a sum of whole rupees and not exceeding an amount equal to three months' pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes :

(i) To pay expenses in connection with the illness, confinement or a disability, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him ;

(ii) To meet cost of higher education, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent upon him in the following cases, namely;

(a) For education outside India for academic, technical, professional or vocational course beyond the High School stage ; and

(b) For any medical, engineering or other technical or specialized course in India beyond the High School stage ;

(iii) To pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with betrothal or marriages, funerals or other ceremonies ;

(iv) To meet the cost of legal proceedings instituted by or against the subscriber or any member of his family or any person actually dependent upon him.

(v) To meet the cost of the subscriber's defenses where he engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part ;

(vi) To meet the cost of plot or construction of a house or flat for his residence or to make any payment towards the allotment of plot or flat by the U P Avas & Vikas Parishad or Lucknow Development Authority or a House Building Co-operative Society or other such authorities ;

(vii) The Director or an officer authorized by him in this behalf, may in special circumstances, sanction the payment to any subscriber of an advance, if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned above under (i) to (vi) above.

12.2. An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in the clause 12.1 or until repayment of the last installment of any previous advance.

12.3. When the advance is sanctioned under the clause 12.2. thereof, before repayment of the last installment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the installments for recovery shall be fixed with reference to the consolidated amount.

**GPF Rule 13. RECOVERY OF ADVANCES :**

13.1. An advance shall be recovered from the subscriber to such number of equal monthly installments as the sanctioning authority may direct but such number shall not be less than 12 unless the subscriber so elects and more than 24, in cases where the amount of advance exceeds three months pay of the subscriber under the clause 12.2., the sanctioning authority may fix such number of installments to be more than 24, but in no case more than 36. A subscriber, may, at his option, repay more than one installment in a month. Each installment shall be a number of whole rupees. The amount of advance being raised or reduced, if necessary to admit the fixation of such installment.

13.2. Recovery of advance shall be made from the emoluments of a subscriber and shall commence from the month following the one in which the advance was drawn.

13.3. Recovery shall not be made except with the consent of the subscriber while he is in receipt of subsistence allowance or is on leave for 10 days or more in a calendar month which either does not carry any leave salary or carries leave salary equal or less than half- pay or half-average-pay as the case may be. Recovery may be postponed on the subscriber's written request by the sanctioning authority during the recovery of an advance of pay granted to a subscriber.

**GPF Rule 14. WRONGFUL USE OF ADVANCE :**

14.1. Notwithstanding anything contained in these General Provident Fund Rules, if the sanctioning authority has reasons to believe that the money drawn as advance from the Fund under General Provident Fund Rule 12 has been utilized for a purpose other than that for which the sanction was given to the drawl of the money, he shall seek a clarification from the subscriber whether or not the advance has been utilized for the purposes for which it was sanctioned. If the sanctioning authority is not satisfied with the explanation furnished by the subscriber, it shall direct the subscriber to repay the amount in question to the Fund forthwith or in default order the amount to be recovered by deduction in one lump sum from the emoluments of the subscriber even if he is on leave. If, however, the total amount to be repaid is more than half the subscriber's emoluments, recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount is repaid by him.

NOTE : The term 'emoluments' as used in this General Provident Fund Rule does not include subsistence grant, if any, in case of an employee under suspension pending enquiry into his alleged conduct.

**GPF Rule 15. WITHDRAWALS FROM THE FUND :**

15.1. Subject to the conditions specified herein, withdrawals may be sanctioned by the Director or an officer duly authorized by him in this behalf, at any time :

(i) After the completion of 20 years of service (including broken period of service, if any) of a subscriber or within ten years before the date of the retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund for one or more of the following purposes, namely :

(a) Meeting of the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely ;

A. For education outside India for academic, technical, professional, or vocational course beyond the High School stage ; and

B. For any medical, engineering or other technical or a specialized course in India beyond the High School stage ;

(b) Meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters, or any other female relations actually dependent on him ;

(c) Meeting the expenses in connection with the illness, including where necessary, the travelling expenses of the subscriber and members of his family or any persons actually dependent on him.

(ii) During the service of the subscriber from the amount of subscription and interest thereon standing to his credit in the Fund for one or more of the following purposes, namely ;

(a) Building or acquiring a suitable house or ready-built flat for his residence including the cost of the site ;

(b) Repaying an outstanding amount on loan expressly taken for building or acquiring a suitable house or ready-built flat for his residence ;

(c) Purchasing a house-site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose ;

(d) Reconstructing or making additions or alterations to a house or a site already owned or acquired by a subscriber ;



(e) Renovating, additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from the Institute at a place other than the place of duty ;

(f) Constructing a house on a site purchased under the clause (c).

(iii) Within six months before the date of the subscriber's retirement from the amount standing to his credit in the Fund for the purpose of acquiring a farm land or business premises or both.

**NOTE :**

1. Withdrawal under the clauses (a), (d), (e) and (f) above shall be sanctioned only after a subscriber has submitted a plan and estimates of the house to be constructed or of the additions or alterations to be made.

2. The amount of withdrawal sanctioned under the clause (b) above shall not exceed 3/4th of the balance on date of application together with the amount of previous withdrawal under the clause (a) above reduced by the amount of previous withdrawal under the clause (b) above.

3. The withdrawal under the clauses (a) or (f) above shall also be allowed where the house site or house is in the name of wife/ husband provided she/he is the first nominee to receive the Provident Fund money in the nomination made by the subscriber.

4. Only one withdrawal shall be allowed for the same purpose under General Provident Fund Rule 15. But marriage/education of different children or illness on different occasions shall not be treated as the same purpose. Second or subsequent withdrawals under the clauses (a) or (f) above for completion of the same house shall be allowed up to the limit laid down under the General Provident Fund Rule 2.

5. The withdrawal under the General Provident Fund Rule 15. shall not be sanctioned if an advance under the General Provident Fund Rule 12. is sanctioned for the same purpose at the same time.

**GPF Rule 16. CONDITIONS FOR WITHDRAWAL :**

16.1. Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in the General Provident Fund Rule 15. from the amount standing to the credit in the Fund shall not ordinarily exceed one-half of such amount or six months' pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal, of an amount in excess to this limit up to 3/4th of the balance at his credit in the Fund having due regard to : (i) the object for

which the withdrawal is being made, (ii) the status of the subscriber, and (iii) the amount to his credit in the Fund.

16.2. A subscriber who has been permitted to withdraw money from the Fund under the General Provident Fund Rule 15. shall satisfy the sanctioning authority within a period of two months that the money has been utilized for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been utilized for the purpose for it was withdrawn shall forthwith be repaid in one lump sum by the subscriber to the Fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such number of monthly installments, as may be determined by the Director.

16.3. (a) A subscriber who has been permitted under the clause 15.1. (ii) (a), (b) or (c) to withdraw money from the amount standing to his credit in the Fund, shall not part with the possession of the house built or acquired or house-site purchased with the money so withdrawn, whether by way of sale, mortgage (other than a mortgage in favour of the Institute), gift, exchange or otherwise, without the previous permission of the Director ;

Provided that such permission shall not be necessary to :

(i) The house or house-site being leased for any term not exceeding three years, or

(ii) It being mortgaged in favour of a Housing Board, Nationalized Bank, Life Insurance Corporation of India, or any other Corporation owned or controlled by the Government of India or State Government or a Housing Co-operative Society/Bank, or other recognized Institutions like HUDCO, HDFC, etc. which advance loans for the construction of a new house or for making additions or alterations to an existing house.

(b) The subscriber shall submit a declaration, if so required by the Institute, as to whether the house or the house-site, as the case may be, continues to be in his possession or has been mortgaged or otherwise transferred or let out as aforesaid and shall produce before the sanctioning authority the original sale, mortgage or lease deed and also the documents on which his title to the property is based.

(c) If, at any time before his retirement, the subscriber parts with the possession of the house or house-site without obtaining the previous permission of the Director, he shall forthwith repay the sum so withdrawn by him in a lump sum to the Fund, and in default of such repayment, the sanctioning authority shall, after giving the subscriber a reasonable opportunity of making a representation in the matter, cause the said sum to be recovered from the emoluments of the subscriber either in a lump sum or in such number of monthly installments, as may be determined by the sanctioning authority.

**GPF Rule 17. CONVERSION OF ADVANCE INTO WITHDRAWAL :**

17.1. A subscriber who has already drawn or may draw in future an advance under the General Provident Fund Rule 12. for any of the purposes specified in the clause 15.1. may convert, at his option, by written request addressed to the Registrar, the balances outstanding against him into a withdrawal on his satisfying the conditions laid down in the General Provident Fund Rules 15. and 16.

**GPF Rule 18. FINAL WITHDRAWAL OF ACCUMMULATION IN THE FUND :**

18.1. When a subscriber quits the service, the amount standing to his credit in the Fund shall become payable to him ;

Provided that a subscriber who has been dismissed from service and is subsequently reinstated in service shall, if required to do so by the Institute, repay any amount paid to him from the Fund in pursuance of this General Provident Fund Rule with interest thereon at the rate provided in the General Provident Fund Rule 11. in the manner provided in proviso to the General Provident Fund Rule 19. The amount so repaid shall be credited to his account in the Fund.

Explanation I :

A subscriber, other than one who is appointed on contract or one who has retired from service on attaining the age of superannuation and is subsequently re-employed, with or without a break in service, shall not be deemed to quit the service, when he is transferred without any break in service to a new post under a State Government or to any Department of the Government of India (in which he is governed by another set of Provident Fund Rules) and without retaining any connection with his former post. In such case, his subscriptions together with interest thereon shall be transferred ;

(a) To his account in the other Fund in accordance with the rules of that Fund, if the new post is in any Department of the Government of India, or

(b) To a new account under the State Government concerned if the new post is under a State Government and the State Government consents, by general or special order, to such transfer of his subscription and interest.

Explanation II :

When a subscriber, other than one who is appointed on contract or one has retired from service on attaining the age of superannuation and is subsequently re-employed, is transferred, without any break, to the service under a body corporate owned or controlled by Government, or an autonomous organization, registered

under the Societies Registration Act, 1860, or under any analogous State Act, the amount of subscriptions together with interest thereon, shall not be paid to him but shall be transferred with the consent of that body, to his new Provident Fund account under the body.

Transfers shall include cases of resignation from service in order to take up appointment under a body corporate owned or controlled by Government or an autonomous organization, registered under the Societies Registration Act, 1860, or under any analogous State Act, without any break, and with proper permission of the Institute. The time taken to join the new post shall not be treated as a break in service if it does not exceed the joining time admissible to a Government employee on transfer from one post to another ;

Provided that the amount of subscription together with interest thereon, of a subscriber opting for service under a public enterprise may, if he so desires, be transferred to his new Provident Fund Account under the enterprise if the concerned enterprise also agrees to such a transfer. If, however, the subscriber does not desire the transfer or the concerned enterprise does not desire the transfer or the concerned enterprise does not operate a Provident Fund, the amount aforesaid shall be refunded to the subscriber.

#### **GPF Rule 19. RETIREMENT OF A SUBSCRIBER :**

19.1. When a subscriber has proceeded on leave preparatory to retirement or while on leave has been permitted to retire or has been declared by a competent medical authority to be unfit for further service, the amount standing to his credit in the Fund, shall upon application made by him in that behalf to the Registrar, becomes payable to the subscriber ;

Provided that the subscriber, if he returns to duty, shall, except where the Institute decides otherwise, repay to the Fund for credit to his account, the amount paid to him from the Fund in pursuance of this General Provident Fund Rule with interest thereon at the rate provided in the General provident Fund Rule 11. in cash or securities or partly in cash and partly in securities, by the installments or otherwise, by recovery from his emoluments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under the clause 12.2.

#### **GPF Rule 20. PROCEDURE ON DEATH OF A SUBSCRIBER :**

20.1. On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made :

(i) When the subscriber leaves a family :

(a) If a nomination made by the subscriber in accordance with the provisions of the General Provident Fund Rule 5. in favour of a member or members of his/her family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares :

Provided that no share shall be payable to :

- (1) Sons who have attained majority ;
- (2) Sons of a deceased son who have attained majority ;
- (3) Married daughters whose husbands are alive ;
- (4) Married daughters of a deceased son whose husbands are alive ;

If there is any member of the family other than those specified in the clauses (1), (2), (3) and (4) above ;

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of the clause (1) above of the first proviso.

(ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of the General Provident Fund Rule 5. in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

**GPF Rule 21. DEPOSIT-LINKED INSURANCE SCHEME :**

21.1. On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Registrar an additional amount equal to average balance in the account during the three years immediately preceding the death of a subscriber, subject to the condition that :

(i) The balance at the credit of such subscriber shall not at any time during the three years preceding the month of death have fallen below the limits of :

(a) Rs.12,000/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the scale of pay of which is Rs.13,500/- or more.

(b) Rs.7,500/- in the case of a subscriber who has held for the greater part of the aforesaid period of three years, a post the maximum of the scale of pay of which is Rs.9000/- or more but less than Rs.13,500/-.

(c) Rs.4,500/- in the case of a subscriber who has held for the greater part of the aforesaid period of three years, a post the maximum of the scale of pay of which is Rs.4,001/- or more but less than Rs.9,000/-.

(d) Rs.3,000/- in the case of a subscriber who has held for the greater part of the aforesaid period of three years, a post the maximum of the scale of pay of which is less than Rs.4,001/-.

(ii) The additional amount payable under this General Provident Fund Rule shall not exceed Rs.30,000/-.

(iii) The subscriber has put in at least 5 years service at the time of his/her death.

NOTE 1 : The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months, preceding the month in which the death occurs. For this purpose, as also for checking the minimum balance prescribed above :

(i) The balance at the end of March, shall include the annual interest credited in terms of the General Provident Fund Rule 11 ; and

(ii) If the last of the aforesaid 36 months is not March, the balance at the end of said last month shall include interest in respect of the period from the beginning of the financial year in which death occurs to the end of the said last month.

NOTE 2 : Payment under this Deposit-Linked Insurance Scheme should be in whole rupee. If an amount due includes a fraction of a rupee it should be rounded to the nearest rupee (50 paise counting as the next higher rupee).

NOTE 3 : Any sum payable under this Deposit-Linked Insurance Scheme is in the nature of insurance money and therefore, the statutory protection given by Section 3 of the Provident Funds Act, 1925 (Act 19 of 1925), does not apply to sums payable under this Deposit-Linked Insurance Scheme.

NOTE 4 : (i) In case of an Institute employee who has been admitted to the benefits of the Fund under the General Provident Fund Rule 23 but died before completion of three years of service or as the case may be, five years of service

from the date of his admission to the Fund, the period of his service under the previous employer in respect whereof the amount of his subscription and the employer's contribution, if any, together with interest have been recovered, shall count for purpose of the clauses 21.1. (i) and (iii).

(ii) In case of persons appointed on tenure basis and in the case of re-employed pensioners, service rendered from the date of such appointment on re-employment, as the case may be, only will count for purposes of this General Provident Fund Rule.

(iii) The Deposit-Linked Insurance Scheme does not apply to persons appointed on contract basis.

NOTE 5 : The Budget Estimates of expenditure in respect of this Deposit-Linked Insurance Scheme will be prepared by the Registrar responsible for maintenance of the account of the Fund having regard to the trend of expenditure, in the same manner as estimates are prepared for other retirement benefits.

**GPF Rule 22. MANNER OF PAYMENT OF THE FUND :**

22.1 When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Registrar to make payment on receipt of a written application in this behalf as provided in the clause 22.3.

22.2. If the person to whom, under these General Provident Fund Rules, any amount is to be paid, assigned or reassigned or delivered, is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment or reassignment or delivery shall be made to such manager and not to the lunatic ;

Provided that where no manager has been appointed and the person to whom the sum is payable is certified by a Magistrate to be a lunatic, the payment shall under the orders of the Collector/Deputy Commissioner be made in terms of sub-section (1) of Section 95 of the Indian Lunacy Act, 1912, to the person having charge of such lunatic and the Registrar shall pay only the amount which he thinks fit to the person having charge of the lunatic and the surplus, if any, or such part thereof, as he thinks fit, shall be paid for the maintenance of such members of the lunatic's family as are dependent on him for maintenance.

22.3. Payments of the amount withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India. The following procedure shall be adopted for claiming payment by a subscriber, namely :

(i) To enable a subscriber to submit an application for withdrawal of the amount in the Fund, the Registrar shall send to every subscriber necessary forms

either three months in advance of the date on which the subscriber attains the age of superannuation, or before the date of his anticipated retirement, if earlier, with instructions that they should be returned to him duly completed within a period of one month from the date of receipt of the forms by the subscriber. The subscriber shall submit the application to the Registrar for payment of the amount in the Fund. The application shall be made :

(A) For the amount standing to his credit in the Fund as indicated in the Accounts Statement for the year immediately preceding the date of his superannuation, or his anticipated date of retirement, or

(B) For the amount indicated in his ledger account in case the Accounts Statement has not been received by the subscriber.

(ii) The Registrar shall, after verification with the ledger account, issue an authority for the amount indicated in the application at least a month before the date of superannuation but payable on the date of superannuation.

(iii) The authority mentioned in the clause (ii) above will constitute the first installment of payment. A second authority for payment will be issued as soon as possible after superannuation. This will be related to the contribution made by the subscriber subsequent to the amount mentioned in the application submitted under the clause (i) above plus the refund of installments against advances which were current at the time of the first application.

(iv) After forwarding the application for final payment to the Registrar, advance/withdrawal may be sanctioned but the amount of advance/withdrawal shall be drawn on an authorization from the Registrar who shall arrange this.

#### **GPF Rule 23. PROCEDURE ON TRANSFER :**

23.1. If an employee admitted to the benefit of the Fund was previously a subscriber to any Provident Fund of a body corporate owned or controlled by Government or an Autonomous Organization registered under Societies Registration Act, 1860, or an analogous State Act, the amount of his subscription and the employer's contribution, if any, together with the interest thereon shall be transferred to his credit in the Fund with the consent of that body.

#### **GPF Rule 24. RELAXATION OF RULES :**

24.1. Where the Governing Body is satisfied that the operation of any of these General Provident Fund Rules causes or is likely to cause undue hardship to the subscriber, it may, notwithstanding anything contained in these General Provident Fund Rules, deal with the case of such subscriber in such a manner as may appear to it to be just and equitable.



**GPF Rule 25. ANNUAL STATEMENT OF ACCOUNT :**

25.1. As soon as possible after 31st March of each year, the Registrar shall send to each subscriber a statement of his account in the Fund showing the opening balance as on 1st April of the year, the total amount credited or debited during the year, the total amount of interest credited as on 31st March of the year, and the closing balance on that date. The Registrar shall attach to the statement of account an enquiry whether the subscriber :

(a) Desires to make any alteration in any nomination made under the General Provident Fund Rule 5 ;

(b) Has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to the clause 5.1.

25.2. Subscribers should satisfy themselves as to the correctness of the annual statement, and errors, if any, should be brought to the attention of the Registrar within three months from the date of receipt of statement of account.

**GPF Rule 26. INVESTMENT OF THE FUND :**

26.1. All sums paid into the Fund under these General Provident Fund Rules shall be credited in the books of the Institute. A deposit account shall be opened in a Nationalized Bank or Banks to be operated in such a manner as the Governing Body may direct. The balance of the Fund after reserving suitable amounts for current needs, shall be invested in such investments or securities as may be prescribed from time to time by the Government of India.

**GPF Rule 27. INTERPRETATION :**

27.1. If any question arises relating to the interpretation of these General Provident Fund Rules, it shall be referred to the Governing Body whose decision thereon shall be final.

**GPF Rule 28. GENERAL :**

28.1. All orders, decisions, clarifications, forms and new provisions under force at present and issued to and as amended from time to time by the Government of India and the Comptroller and Auditor General of India in relation to the General Provident Fund Rules, which do not find place in these General Provident Fund Rules shall also be applicable to the employees of the Institute to the extent as may be decided by the Director from time to time.

**SCHEDULE – IV (Under Staff Rule 26.1.)**

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**CONDUCT RULES FOR THE BIRBAL SAHNI INSTITUTE OF  
PALAEOSCIENCES EMPLOYEES**

**Conduct Rule 1. SHORT TITLE :**

1.1. These Conduct Rules shall be called the “Conduct Rules for the Birbal Sahni Institute of Palaeosciences Employees”.

1.2. These Conduct Rules shall apply to every person appointed to any post in connection with the affairs of the Institute.

**Conduct Rule 2. DEFINITIONS :**

2.1. In these Conduct Rules, unless the context otherwise requires :

(i) “Institute” shall mean the Birbal Sahni Institute of Palaeosciences (hereinafter referred to as the Institute) ;

(ii) “Governing Body” shall mean the body which is constituted under Rule 4 as the Governing Body of the Institute ;

(iii) “Director” shall mean the Director of the Institute appointed under the rules ;

(iv) “Registrar” shall mean the Registrar of the Institute appointed under the rules ;

(v) “Institute Employee” shall mean any person appointed by the Institute to any post in connection with the affairs of the Institute;

(vi) “Members of the Family” in relation to an Institute employee shall include :

(a) The wife or husband as the case may be, of the Institute employee, whether residing with the Institute employee or not but does not include a wife or husband, as the case may be, separated from the Institute employee by a decree or order of a competent Court ;

(b) Son or daughter or step-son or step-daughter of the Institute 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 Institute employee or of whose custody the Institute employee has been deprived by or under any law ; and

(c) Any other person related, whether by blood or marriage, to the Institute employee or to the Institute employee's wife or husband, and wholly dependent on the Institute employee.

**Conduct Rule 3. PRESCRIBED AUTHORITY :**

3.1. In these Conduct Rules unless the context otherwise requires, the prescribed authority shall mean :

- (i) "The Governing Body" in the case of the Director ;
- (ii) "The Director" in the case of all other employees.

**Conduct Rule 4. GENERAL :**

4.1. Every Institute employee shall at all times :

- (i) Maintain absolute integrity ;
- (ii) Maintain devotion to duty ; and
- (iii) Do nothing which is unbecoming of an Institute employee.

Explanation :

An Institute employee who habitually fails to perform the task assigned to him within the time set for the purpose and with the quality of performance expected of him shall be deemed to be lacking in devotion to duty within the meaning of the clause (ii) above.

4.2. (i) Every Institute employee holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all Institute employees for the time being under his control and authority ;

(ii) No Institute employee shall, in the performance of the 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 ;

(iii) The direction of the official superior shall ordinarily be in writing. Where the issue of oral direction becomes unavoidable, the official superior shall confirm it in writing immediately thereafter ;

(iv) An Institute employee who has received oral direction from his official superior shall seek confirmation of the same in writing as early as possible, whereupon it shall be the duty of the official superior to confirm the direction in writing.

Explanation :

Nothing in the clause (ii) above shall be construed as empowering an Institute 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.

**Conduct Rule 5. EMPLOYMENT OF NEAR RELATIVES OF INSTITUTE EMPLOYEES IN COMPANIES OR FIRMS :**

5.1. No Institute employee shall use his position or influence directly or indirectly to secure employment for any member of his family in any company or firm.

5.2. (i) No Group 'A' Officer shall, except with the previous sanction of the Institute, permit his son, daughter or other dependent to accept employment in any company or firm with which he has official dealing or in any other company or firm having official dealings with the Institute ;

Provided that where the acceptance of the employment cannot await proper permission of the Institute or is otherwise considered urgent, the matter shall be reported to the Institute ; and the employment may be accepted provisionally subject to the permission of the Institute ;

(ii) An Institute employee shall, as soon as he becomes aware of the acceptance by a member of his family of an employment in any company or firm, intimate such acceptance to the prescribed authority and shall also intimate whether he has or has had any official dealings with that company or firm ;

Provided that no such intimation shall be necessary in the case of Group 'A' Officer if he has already obtained the sanction of, or sent a report to the Institute under the clause (i) above.

5.3. No Institute employee shall in the discharge of his official duties deal with any matter or give or sanction any contract to any 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 in any other manner and the Institute employee shall refer every such matter or contract to his official superior and the matter or contract shall thereafter be disposed off according to the instructions of the authority to whom the reference is made.

NOTE : All employees under the Institute except the Group 'D' employees on first appointment in service, should furnish information in respect of their close relations in the prescribed proforma which should be added to the confidential

report dossier of the employee concerned. Any change in the particular given in the proforma should be furnished by the official at the end of each year to the Institute where he is employed. The Registrar will incorporate the information in the dossier and keep it up to date.

**Conduct Rule 6. TAKING PART IN POLITICS AND ELECTIONS :**

6.1. No Institute employee shall be a member of, or be otherwise associated with, any political party or any organization which takes part in politics nor shall he take part in, subscribe in aid of, or assist in any other manner, any political movement or activity.

6.2. It shall be the duty of every Institute employee to endeavour 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 and indirectly to be, subversive of the Institute as established by law and where an Institute employee is unable to prevent a 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 Institute.

6.3. If any question arises whether a party is a political party or whether any organization takes part in politics or whether any movement or activity falls within the scope of the clause 6.2. above, the decision of the Governing Body thereon shall be final.

6.4. No Institute 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 Institute 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 Institute employee shall not be deemed to have contravened the provision of this clause 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.

Explanation : The display by an Institute employee on his person, vehicle or residence of any electoral symbol shall amount in using his influence in connection with an election within the meaning of this clause.

**Conduct Rule 7. JOINING OF ASSOCIATIONS BY INSTITUTE EMPLOYEES :**

7.1. No Institute 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.

**Conduct Rule 8. DEMONSTRATIONS AND STRIKES :**

8.1. No Institute 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 State, friendly relations with foreign states, public order, decency or morality, or which involves contempt of court, defamation or incitement to an offence, 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 Institute employee.

**Conduct Rule 9. CONNECTION WITH PRESS OR RADIO :**

9.1. No Institute employee shall, except with the previous sanction of the Institute, own wholly or in part, or conduct or participate in the editing or management of, any newspaper or other periodical publication.

9.2. No Institute employee shall, except with the previous sanction of the Institute or of the prescribed authority, or except in the bonafide discharge of his duties :

(i) Publish a book himself or through a publisher, or contribute an article to a book or a compilation of articles, or

(ii) Participate in a radio broadcast or contribute an 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.

**Conduct Rule 10. CRITICISM OF THE INSTITUTE :**

10.1. No Institute employee shall, in any radio broadcast or in any document published in his own name 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 which has the effect of an adverse criticism of any current or recent policy or action of the Institute ;

Provided that nothing in this Conduct Rule shall apply to any statement made or views expressed by an Institute employee in his official capacity or in the due performance of the duties assigned to him.

**Conduct Rule 11. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY :**

11.1. Save as provided in the clause 11.3. below, no Institute employee shall except with the previous sanction of the Institute, give evidence in connection with any enquiry conducted by any person, committee or authority.

11.2. Where any sanction has been accorded under the clause 11.1. above, no Institute employee giving such evidence shall criticize the policy or any action of the Institute.

11.3. Nothing in this Conduct Rule shall apply to :

(i) Evidence given at an enquiry before an authority appointed by the Government of India or the Institute ; or

(ii) Evidence given in any judicial enquiry ; or

(iii) Evidence given at any departmental enquiry ordered by authorities subordinate to the Institute.

**Conduct Rule 12. UNAUTHORISED COMMUNICATION OF INFORMATION :**

12.1. No Institute employee shall, except in accordance with any general or special order of the Institute 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 information to any Institute employee or any other person to whom he is not authorized to communicate such document or information.

Explanation : Quotation by an Institute employee, in his representation to the Registrar, or Director or Governing Body, of or 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 unauthorised communication of information within the meaning of this clause.

**Conduct Rule 13. SUBSCRIPTIONS :**

13.1. No Institute employee shall, except with the previous sanction of the Institute or 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.

**Conduct Rule 14. GIFTS :**

14.1. Save as otherwise provided in these Conduct Rules, no Institute employee shall accept, or permit, any member of his family or any other person acting on his behalf to accept any gift.

Explanation : The expression “gift” shall include free transport, boarding, lodging or other service or any other pecuniary advantage provided by any person other than a near relative or personal friend having no official dealings with the Institute employee.

14.2. 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, an Institute employee may accept gifts from his near relatives but shall make a report to the Institute if the value of any gifts exceeds :

(i) Rs.1,000/- in the case of Institute employee holding any Group ‘A’ or Group ‘B’ post ;

(ii) Rs.500/- in the case of Institute employee holding Group ‘C’ post ; and

(iii) Rs.200/- in the case of Institute employee holding any Group ‘D’ post.

14.3. On such occasions as are specified in the clause 14.2. above an Institute employee may accept gift from his personal friends having no official dealing with him, but he shall make a report to the Institute if the value of any such gift exceeds :

(i) Rs.400/- in case of Institute employee holding any Group ‘A’ or Group ‘B’ post ;

(ii) Rs.200/- in case of Institute employee holding any Group ‘C’ post ; and

(iii) Rs.100/- in case of Institute employee holding any Group ‘D’ post.

14.4. In any other case, an Institute employee shall not accept any gift without the sanction of the Institute if the value thereof exceeds :

(i) Rs.150/- in the case of an Institute employee holding any Group ‘A’ or Group ‘B’ post ; and

(ii) Rs.50/- in the case of an Institute employee holding any Group ‘C’ or Group ‘D’ post.



14.5. Notwithstanding anything contained in the clauses 14.2., 14.3. and 14.4., an Institute employee, being a member of Indian delegation or otherwise, may receive and retain gifts from foreign dignitaries if the market value of gifts received on one occasion does not exceed Rs.1,000/-. In all other cases, the acceptance and retention of such gifts shall be regulated by the instructions issued by the Institute in this regard from time to time.

14.6. An Institute employee shall not accept any gift from any foreign firm which is either contracting with the Institute or is one with which the Institute employee had, has or is likely to have, official dealings. Acceptance of gifts by an Institute employee from any other firm shall be subject to the provisions of the clause 14.4. above.

**Conduct Rule 15. DOWRY :**

15.1. No Institute employee shall :

(i) Give or take or abet the giving or taking of dowry ; or

(ii) Demand directly or indirectly, from the parent or guardian of a bride or bridegroom, as the case may be, any dowry.

Explanation : For the purposes of this clause, “Dowry” has the same meaning as in the Dowry Prohibition Act, 1961 of the Government of India as amended from time to time.

**Conduct Rule 16. PUBLIC DEMONSTRATION IN HONOUR OF INSTITUTE EMPLOYEES :**

16.1. No Institute employee shall, except with the previous sanction of the Institute, 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 Institute employee ;

Provided that nothing in this clause shall apply to :

(i) A farewell entertainment of substantially private and informal character held in honour of an Institute employee or any other Institute employee on the occasion of his retirement or any person who has recently quitted the service of the Institute ; 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 Institute employee to induce him to subscribe towards any farewell entertainment if it is of substantially

private or informal character, and the collection of subscription from Group 'C' or Group 'D' employees under any circumstances for the entertainment of any Institute employee not belonging to Group 'C' or Group 'D' is forbidden.

**Conduct Rule 17. PRIVATE TRADE OR EMPLOYMENT :**

17.1. Subject to the provision of the clause 17.2. below no Institute employee shall, except with the previous sanction of the Institute :

- (i) Engage directly or indirectly in any trade or business, or
- (ii) Negotiate for, or undertake, any other employment, or
- (iii) Hold an elective office, or canvass for a candidate or candidates for an elective office, in any body, whether incorporated or not, or
- (iv) Canvass in support of any business of insurance agency, commission agency, etc., owned or managed by any member of his family, or
- (v) Take part, except in the discharge of his official duties, in the registration, promotion or management of any bank or other company registered or required to be registered, under the Companies Act, 1956 of the Government of India as amended from time to time or any other law for time being in force, or any co-operative society for commercial purposes.

17.2. An Institute employee may, without the previous sanction of the Institute :

- (i) Undertake honorary work of a social or charitable nature, or
- (ii) Undertake occasional work of a literary, artistic or scientific character, or
- (iii) Participate in sports activities as an amateur, or
- (iv) Take part in the registration, promotion or management (not involving the holding of an elective office) of a literary, scientific or charitable society or of a club or similar organization, the aims or objects of which relate to promotion of sports, cultural or recreational activities, registered under the Societies Registration Act, 1860, or any other law for the time being in force, or
- (v) Take part in the registration, promotion or management (not involving the holding of elective office) of a co-operative society substantially for the benefit of Institute employees, registered under the Co-operative Societies Act, 1912, or any other law for the time being in force ;

Provided that :

(a) He shall discontinue taking part in such activities, if so directed by the Institute ; and

(b) In a case falling under the clause (iv) or the clause (v) above, his official duties shall not suffer thereby and he shall, within a period of one month fo his taking part in such activity, report to the Institute giving details of the nature of his participation.

17.3. Every Institute employee shall report to the Institute if any member of his family is engaged in a trade or business or owns or manages an insurance agency or commission agency.

17.4. Unless otherwise provided by general or special orders, no Institute employee may accept any fee for any work done by him for any public body or any private person without the sanction of the prescribed authority.

Explanation : The term 'fee' used here shall have the meaning assigned to it in Fundamental Rule 9 (6-A) of the Government of India as amended from time to time.

**Conduct Rule 18. INVESTMENT, LENDING OR BORROWING :**

18.1. No Institute 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 clause.

18.2. No Institute employee shall make, or permit any member of his family or any person acting on his behalf to make, any investment which is likely to embarrass or influence him in the discharge of his official duties.

18.3. If any question arises whether any transaction is of the nature referred to the clause 18.1. or 18.2. above, the decision of the Governing Body of the Institute thereon shall be final.

18.4. (i) No Institute employee shall, save in the ordinary course of business with a bank or a 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 Institute 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 clause shall apply in respect of any transaction entered into by an Institute employee with the previous sanction of the Institute.

(ii) When an Institute employee is appointed to a post of such nature as would involve him in the breach of any of the provisions of the clause 18.2. or the clause 18.4., 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.

**Conduct Rule 19. INSOLVENCY AND HABITUAL INDEBTEDNESS :**

19.1. An Institute employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An Institute 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 Institute.

NOTE : The burden of proving that the insolvency or indebtedness was the result of circumstances which, with the exercise of ordinary diligence, the Institute 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 Institute employee.

**Conduct Rule 20. MOVABLE, IMMOVABLE AND VALUABLE PROPERTY :**

20.1. (i) Every Institute employee shall on his first appointment to any service or post submit a return of his assets and liabilities, in such form as may be prescribed by the Institute, giving the full particulars regarding :

(a) The immovable property inherited by him, or owned or required by him or held by him on lease or mortgage, either in his own name 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 ; and

(d) Debts and other liabilities incurred by him directly or indirectly.

NOTE : 1. Clause 20.1. shall not ordinarily apply to Group 'D' employees but the Institute may direct that it shall apply to any such Institute employees or group of such Institute employees.

NOTE : 2. In all returns, the values of items of movable property worth less than Rs.10,000/- may be added and shown as a lumpsum. The value of articles of daily use such as clothes, utensils, crockery, books, etc., need not be included in such return.

NOTE : 3 Every Institute employee who is in service on the date of the commencement of these Conduct Rules shall submit a return under this clause on or before such date as may be specified by the Institute after such commencement.

(ii) Every Institute employee holding any post in Group 'A' or Group 'B' shall submit an annual return in such form as may be prescribed by the Institute in this regard giving full particulars regarding 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.

20.2. No Institute employee shall, except with the previous knowledge of the prescribed authority, acquire or dispose off any immovable property of lease, mortgage, purchase, sale, gift 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 Institute employee if any such transaction is with a person having official dealing with him.

20.3. Where an Institute employee enters into a transaction in respect of movable property either in his own name or in the name of the member of his 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 Rs.10,000/- in the case of an Institute employee holding any Group 'A' or Group 'B' post or Rs.5,000/- in the case of an Institute employee holding any Group 'C' or Group 'D' post;

Provided that the previous sanction of the prescribed authority shall be obtained by the Institute employee if any such transaction is with a person having official dealing with him.

20.4. The Institute or the prescribed authority may, at any time, by general or special order, require an Institute 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 behalf of any member of his family as may be specified in the order. Such statement shall, if so required by the Institute or by the prescribed authority, include the details of the means by which, or the source from which, such property was acquired.

20.5. The Institute may exempt any category of Institute employee belonging to Group 'C' or Group 'D' from any of the provision of this Conduct Rule except the clause 20.4. No such exemption shall, however, be made without the concurrence of the Governing Body.

Explanation : For the purpose of this Conduct Rule :

1. The expression "movable property" includes :

(a) Jewellery, insurance policies, the annual premia of which exceeds Rs.10,000/- or one-sixty of the total annual emoluments received from the Institute, whichever is less, shares, securities and debentures ;

(b) All loans, whether secured or not, advanced or taken by the Institute employee ;

(c) Motor cars, motor cycles or any other means of conveyance ; and

(d) Refrigerators, television sets etc.

2. The expression "lease" means, except where it is obtained from, or granted to, a person having official dealings with the Institute employee, lease of immovable property from year to year or from any term exceeding one year or reserving a yearly rent.

**Conduct Rule 21. RESTRICTIONS IN RELATION TO ACQUISITION AND DISPOSAL OF IMMOVABLE PROPERTY OUTSIDE INDIA AND TRANSACTIONS WITH FOREIGNERS, ETC. :**

21.1. Notwithstanding anything contained in the clause 20.2., no Institute employee shall, except with the previous sanction of the prescribed authority :

(i) Acquire, by purchase, mortgage, lease, gift or otherwise either in his own name or in the name of any member of his family, any immovable property situated outside India ;

(ii) Dispose off, by sale, mortgage, gift or otherwise or grant any lease in respect of any immovable property situated outside India which was acquired or is held by him either in his own name or in the name of any member of his family ;

(iii) Enter into any transaction with any foreigner, foreign Government, foreign Organization or Concern :

(a) For the acquisition, by purchase, mortgage, lease, gift or otherwise, either in his own name or in the name of any member of his family, any immovable property ;

(b) For the disposal off, by sale, mortgage, gift or otherwise, or the grant of any lease in respect of any immovable property which was acquired or is held by him either in his own name or in the name of any member of his family.

NOTE : The time limit beyond which permission may be assumed to have been granted by the competent authority in the absence of any communication from him shall be sixty days.

**Conduct Rule 22. VINDICATION OF ACTS AND CHARACTER OF INSTITUTE EMPLOYEES :**

22.1. No Institute employee shall, except with the previous sanction of the Institute, 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.

22.2. Nothing in this clause shall be deemed to prohibit an Institute 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 Institute employee shall submit a report to the prescribed authority regarding such action.

**Conduct Rule 23. CANVASSING OF NON-OFFICIAL OR OTHER OUTSIDE INFLUENCE :**

23.1. No Institute employee shall bring or attempt to bring any political or other outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service under the Institute.

**Conduct rule 24. RESTRICTION REGARDING MARRIAGE :**

24.1. No Institute employee shall enter into, or contract, a marriage with a person having a spouse living ; and

24.2. No Institute employee having a spouse living, shall enter into, or contract, a marriage with any person ;

Provided that the Institute may permit an Institute employee to enter into, or contract, any such marriage as is referred to in the clause 24.1. or the clause 24.2. above, if it is satisfied that :

- (i) Such marriage is permissible under the personal law applicable to such Institute employee and the other party to the marriage ; and
- (ii) There are other ground for so doing.

24.3. An Institute employee who has married or marries a person other than of Indian Nationality shall forthwith intimate the fact to the Institute.

**Conduct Rule 25. CONSUMPTION OF INTOXICATING DRINKS AND DRUGS :**

25.1. An Institute employee shall :

(i) 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 ;

(ii) Not be under the influence of any intoxicating drink or drug 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 drink or drug ;

(iii) Refrain from consuming any intoxicating drink or drug in a public place ;

(iv) Not appear in a public place in a state of intoxication ;

(v) Not use any intoxicating drink or drug to excess.

Explanation : For the purpose of this clause ‘public place’ means any place or premises (including a conveyance) to which the public has, or are permitted to have, access, whether on payment or otherwise.



**Conduct Rule 26. INTERPRETATION :**

26.1. If any question arises relating to the interpretation of these Conduct Rules, it shall be referred to the Governing Body whose decision thereon shall be final.

**Conduct Rule 27. DELEGATION OF POWERS :**

27.1. The Institute may, by general or special order, direct that any power exercisable by it or by the Director under these Conduct Rules (except the powers under Conduct Rule 26) shall, subject to such conditions, if any, as may be specified in the order, be exercisable also by such officer or authority as may be specified in the order.

**Conduct Rule 28. REPEAL AND SAVING :**

28.1. Any rules corresponding to these Conduct Rules in force immediately before the commencement of these Conduct Rules and applicable to the Institute employees to whom these Conduct Rules apply, are hereby repealed ;

Provided that any order made or action taken under the rules so repealed shall be deemed to have been made or taken under the corresponding provisions of these Conduct Rules ;

Provided further that such repeal shall not affect the previous operation of the rules so repealed and a contravention of any of the said rules shall be punishable as if it were a contravention of these Conduct Rules.