

प्लाज़्मा अनुसंधान संस्थान
निकट इन्दिरा पुल, भाट, गांधीनगर - 382 428 (भारत)

**INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT, GANDHINAGAR –382 428 (INDIA)**

BYE LAWS

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BYE LAWS UNDER RULE 17 OF THE RULES FOR THE ADMINISTRATION & MANAGEMENT OF THE INSTITUTE FOR PLASMA RESEARCH, BHAT, GANDHINAGAR

1. COUNCIL MEETINGS & PROCEDURE

- 1.1. **MEETINGS:** Meetings of the Council shall be held not less than twice a year. A special meeting shall be convened at any time by Chairman either on his own initiative or on the written requisition of at least four members of the Council.
- 1.2. **PLACE OF MEETINGS:** Meeting of the council shall be held at the Institute unless the Chairman otherwise decides.
- 1.3. **NOTICE OF A MEETING:** Notice of a meeting shall be given to the members at least fifteen days before the day of the meeting.
- 1.4. **QUORUM & PROCEDURE:** Five members including the Chairman shall form a quorum and all questions shall be decided by a majority of votes of the members present and voting. In the event of a tie, the Chairman shall have a second or casting vote.
- 1.5. **ADJOURNED MEETING:** If there is no quorum at the expiration of fifteen minutes after the time fixed for a meeting, the meeting shall be adjourned to a later time which the Chairman may fix. No quorum shall be necessary for a meeting adjourned for want of a quorum.
- 1.6. **CHAIRMAN OF THE MEETING:** The Chairman of the Council shall preside at all meetings of the Council. In the absence of the Chairman, the members present shall elect one from among themselves to preside at the meeting.
- 1.7. **MINUTES:** The Secretary to the Council shall keep the minutes of meetings of the Council, and send a copy of the minutes of every such meeting, as early as possible to the address of every member.
- 1.8. **VACANCY:** When a vacancy occurs in the office of a member of the council through death, resignation, or any other cause, the Secretary shall, as soon as possible, notify the vacancy to the authority concerned requesting it to nominate a member to fill the vacancy and the member so nominated to fill such a vacancy shall hold office for the remainder of the term of the member in whose place he has been nominated.
- 1.9. **ADVISORY COMMITTEE:** The council may appoint advisory committee consisting of its own members or of other persons or both to report to it upon any matter concerning the Institute.
- 1.10. **COMMITTEES OF THE COUNCIL:** The council may appoint committees from amongst its own members or the staff of the Institute or outside experts or amongst these persons, and may assign to such committees such powers and duties as are in accordance with the Rules and Bye-laws.
- 1.11. **RENOMINATION:** Retiring members shall be eligible for re-nomination.

2. SESSION OF THE INSTITUTE

- 2.1. The Institute shall work through-out the year.
- 2.2. No holidays shall be observed except Saturdays, Sundays and some special days fixed by the Director each year.
- 2.3. **WORKING HOURS:** The working hours of the Institute shall be fixed by the Director.

3. FINANCE & ACCOUNTS

- 3.1. **ACCOUNTS:** Officer designated by the Director shall be responsible for the accounts of the Institute.

- 3.2 **RECEIPTS:** All moneys received for or on behalf of the Institute shall be placed in a current account or Saving Bank account or fixed deposit account with a scheduled bank or scheduled banks in the name of the Institute.
- 3.3.1 **PAYMENTS:** Payments by or on behalf of the Institute exceeding Rs.5000/- shall ordinarily be made by cheques. All cheques shall be jointly signed by any two out of the Director, the Dean, the Chief Administrative Officer and the Accounts Officer as may be designated by the Council.
- 3.3.2 **ENDORSEMENTS:** All bills for payment shall bear an endorsement 'Pay' or 'Passed for Payment', and the endorsement shall be signed by the officer designated by the Director.
- 3.3.3 **PERMANENT ADVANCE:** A permanent advance of a sum to be fixed from time to time by the Director may be kept by the official designated by the Director for cash payments.
- 3.4 **BUDGET ESTIMATES:** The budget estimates for the ensuing year and the revised budget estimates for the current year shall normally be considered in September. The budget shall show under various heads (i) the actual expenditure of the preceding year, (ii) the budget estimates for the current year, (iii) the actual expenditure upto the end of August in the current year and (iv) the revised estimate for the current year and budget estimate for the ensuing year.

4. **TERMS & CONDITONS OF SERVICE OF THE STAFF OF THE INSTITUTE**

The employees of the Institute shall be divided into following categories of staff members:

- a) **ACADEMIC STAFF:** Academic staff means those who are engaged in academic work and shall include Director, Distinguished Professor, Deputy Director, Senior Professor, Professor, Associate Professor, Fellow, Research Associate, Post Doctoral Fellow, Research Scholars and other posts as are included by the Director under this category from time to time.
- b) **SCIENTIFIC & TECHNICAL STAFF:** Scientific and technical staff means those who are engaged in scientific and technical work and shall include Engineers/Scientists, Assistants (Scientific and Technical), Laboratory Assistants, Librarian, Library Assistants, Draughtsman, Tradesmen and other posts as are included by the Director under this category from time to time.
- c) **ADMINISTRATIVE STAFF:** Administrative staff means those who are engaged in administrative and maintenance work and shall include Controller, Chief Administrative Officer, Accounts Officer, Administrative Officer, Purchase Officer, Assistants (Administration, Accounts & Purchase/Stores), Stenographers, Clerks, Drivers, Attendants (Library/Administration), Helpers, Sweepers and other posts as are included by the Director under this category from time to time.
- 4.1 **POSTS & APPOINTMENTS:** Subject to the budget provision, the Governing Council may create posts and prescribe methods of recruitment, appointment and qualification etc. appointments to all posts carrying a pay scale of PB-3, Grade pay – 7600, 15600-39100 and above will be made by the Council. Appointments to sanctioned post carrying pay scale, the minimum of which is less than PB-3, Grade pay – 7600, 15600-39100 will be made by the Director. Detailed procedure for appointment at various levels shall be in accordance with rules framed by the Governing Council from time to time (see Appendix A1).
- 4.1.1 **CERTIFICATE OF PHYSICAL FITNESS:** Every employee shall, prior to taking up appointment in the Institute, be medically examined and certified as fit for service by the medical officer of the Institute or by a medical officer nominated by the Director.
- 4.1.2 Every employee shall be governed by the rules and bye-laws and orders issued by the Institute from time to time.
- 4.1.3 **SALARY:** Every employee shall be paid the salary fixed for his post, every month, so long as he remains in the service of the Institute and satisfactorily performs his duties.
- 4.1.4 **OBEDIENCE TO RULES & REGULATIONS:** During the period of his service every employee shall observe, obey and abide by the Rules of the Institute and the Bye-laws made from time to time by the Council, and the office orders passed by the Director under Bye-laws 5.1.2 below.

- 4.1.5 **PROVIDENT FUND BENEFITS:** During the continuance of his service an employee shall contribute to the Provident Fund, in accordance with the rules framed in that behalf by the Council from time to time.
- 4.1.6 **SPECIFIC WORK:** Every employee shall perform such duties as may be entrusted to him and shall, to the best of his ability, carry out the lawful directions of the Council, of the Director, or of any other person to whose authority he may be subject, according to the Rules and Bye-laws of the Institute and Office Orders of the Director.
- 4.1.7 **WHOLE TIME SERVICE:** An employee shall devote his whole time to the service of the Institute and shall not engage directly or indirectly, in any trade, business, occupation or activity or enter in any remunerative commitment, or absent himself unauthorisedly from duty.

Members of the staff shall not stand for election or accept nomination to any local body or university authority without the previous permission of the Chairman of the Council in the case of the Director, and of the Director in the case of others.

- 4.1.8 **DETENTION ON SATURDAYS, SUNDAYS & INSTITUTE HOLIDAYS:** The Director or a member of the staff to whom the power has been delegated by the Director, may, for urgent work, detain any member of the staff on Saturdays, Sundays and Institute Holidays and grant compensatory holidays or honoraria in exceptional circumstances as may be fixed by the Director if the compensatory holiday cannot be granted.
- 4.1.9 **LEAVE:** Employees may be granted leave in accordance with the leave rules framed by the Council from time to time.
- 4.1.10 **DISCIPLINE:** The authority which appoints a member of the staff of the Institute may suspend and discharge, dismiss, or impose any other suitable penalty for misconduct or for breach of the terms and conditions of his appointment. The disciplinary authority may hold an enquiry if it is of the opinion that such an enquiry is necessary.
- 4.1.11 **CONDUCT:** In the matter of conduct, all employees shall be governed by Central Civil Services (Conduct) Rules.
- 4.1.12 **ORDER OF DISCHARGE, DISMISSAL OR OTHER PENALTY:** No order of discharge, dismissal or of other penalty on an employee who has successfully completed his probation shall be passed under the preceding Bye-law unless the specific charges, on which such order is to be passed, are framed against the employee in writing, and given to the said employee, so that he shall have reasonable opportunity of showing cause why the proposed action should not be taken against him, and submitting an explanation in writing within such time as may be prescribed by the appointing authority. On receipt of the defense, the disciplinary authority may pass appropriate orders or may hold an enquiry if it is of the opinion that such an enquiry is necessary to afford reasonable opportunity to the employees to defend himself in accordance with the principles of natural justice, provided that the requirements of this Bye-law may be waived if the facts, on the basis of which action is to be taken, have been established in a Court of Law, or where the person has absconded, or where it is for any other reason impracticable to communicate with him. In every case where all or any of the requirements of this Bye-law are waived, the reasons for so doing shall be recorded in writing.
- 4.1.13 **APPEALS:** An employee who has been discharged or dismissed or on whom any other penalty has been imposed shall have a right of appeal against any order passed by the appointing authority to the authority to which the appointing authority is immediately subordinate, hereinafter referred to as 'appellate authority', vide Appendix A2 to these Bye-laws.

Every appeal shall comply with the following requirements and the application shall be accompanied by the following documents complete in all respects.

- a) The certified copy of the order against which an appeal has been filed.

- b) All documents relied upon by the appellant and mentioned in the application duly attested by a Gazetted Officer.
- c) It shall contain all material statements and arguments relied on and shall be complete in itself.
- d) It shall be written in English, or if not written in English, it shall be accompanied by a translation in English and shall be signed.
- e) It shall be couched in concise, polite and respectful language and be free from irrelevant matter.
- f) It shall specify the relief desired.
- g) It shall be submitted to the authority which made the order appealed against within a period of forty five days from the date on which the appellant received a copy of the order appealed against, provided further that a copy of the appeal may be submitted direct to the appellate authority under intimation to the disciplinary authority with a copy of the appeal with supporting documents.
- h) It shall not be addressed to the Chief Administrative Officer, Deputy Director, Director or to any member of the Council by name, and any such action shall be deemed a breach of discipline.

4.1.14 **CONSIDERATION OF APPEALS:** In the case of an appeal against an order of discharge, dismissal or any other penalty the appellate authority shall consider:

- a) Whether the procedure prescribed in the preceding Bye-laws has been complied with, and, if not, whether such non-compliance has resulted in a miscarriage of justice.
- b) Whether the findings are justified, and
- c) Whether the penalty imposed is excessive, adequate or inadequate, and pass orders:
 - i) Setting aside, reducing, confirming or enhancing the penalty, or
 - ii) Remitting the case to the appointing authority or to any other authority with such direction as it may deem fit in the circumstances of the case.

Provided that the appellate authority shall not impose any enhanced penalty unless the applicant is given an opportunity of making any representation which he may wish to make against such enhanced penalty.

4.1.15 **IMPLEMENTATION OF ORDERS IN APPEAL:** The authority which made the orders appealed against shall give effect to the orders passed by the appellate authority.

4.1.16 **ORDERS BY THE COUNCIL NOT APPEALABLE:** Notwithstanding anything contained in Bye-laws, no appeal shall lie against any order made by the Council.

4.1.17 **COUNCIL'S POWER TO REVIEW:** Notwithstanding anything contained in Bye-laws 4.1.12 to 4.1.16, the Council may, on its own motion or otherwise, after calling for the records of the case, review any order which is made or is appealable under these Bye-laws, and

- a) Confirm, modify or set aside the order,
- b) Impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order,

- c) remit the case to the appointing 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
- d) Pass any such other order as it deems fit, provided that an order imposing or enhancing the 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.

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

4.1.18 **REINSTATEMENT:** In the following circumstances, an employee may be reinstated in service after suspension/dismissal/removal:

- 1) If he had been placed under suspension pending criminal proceeding against him and is acquitted by the court of law and it is decided not to proceed further departmentally.
- 2) If he had been placed under suspension pending departmental proceedings against him and if those proceedings are either withdrawn for any reason or if he is exonerated or if he is awarded a penalty other than that of removal/dismissal.
- 3) If the penalty of removal/dismissal imposed upon him earlier is set aside by Appellate Authority.

4.1.19 **PAY & ALLOWANCES ON REINSTATEMENT:** It shall be in accordance with the orders of the Reinstating Authority.

4.1.20 **TREATMENT OF PERIOD OF ABSENCE FROM DUTY:** It shall be in accordance with the order of the Reinstating Authority.

4.2 **TENURE OF APPOINTMENT:**

4.2.1 **PERIOD OF SERVICE:** A member of the academic staff shall in the first instance, be appointed for a period normally not exceeding 5 years, which may include a probationary period normally of one year. On the satisfactory completion of a period of service of 5 years, he may be offered a continuing appointment. The age of superannuation for Institute for Plasma Research academic, scientific and technical personnel has been fixed at 60 years at present.

All other members of the staff shall be appointed on probation for a period normally not exceeding one year or as specified in the letter of Appointment, after which the appointment may be continued till the date of superannuation fixed by the Council at 60 years at present.

4.2.2 **EXTENSION:**

- (a) A member of the academic, scientific and technical staff may be granted extension after superannuation age, upto the age of 65 years if the Council is satisfied that the staff member is competent and eminently fits in all respects to render further service subject to medical fitness as under –

First extension of two years after superannuation age:

- The Institute should seek the approval of the Council regarding the Academic, Scientific and Technical staff before he/she complete the age of 58 years.
- Only those candidates who are very active as evidenced by the research and technical outputs such as publications and contribution to technology developments from the previous 5 years and have reached the level of either Professor or Scientist/Engineer-SG or above.

Second extension of three years:

- The Institute should seek the approval of the Council regarding the Academic, Scientific and Technical staff before he/she completes the age of 62 years.

- Only those candidates should be considered by whose presence the recognition of the Institute increases.

- b) other members of staff may be granted extension after superannuation age upto the age of 63 in special circumstances, if the Council is satisfied that the member is competent and fit in all respects to render further service; provided that the period of extension shall not exceed two years at a time subject to medical fitness.

4.2.3 **TERMINATION OF CONTRACT/APPOINTMENT:**

4.2.3.1 **ACADEMIC STAFF:** Notwithstanding any contract under Bye-laws 4.2.1 the agreement of service of any member of the academic staff shall be terminated by either party giving to the other not less than six months notice in writing, except during the period of probation when the period of notice shall be as specified in the letter of appointment.

4.2.3.2 **NON-ACADEMIC STAFF:** The service of any member of the non-academic staff shall be terminated by either party giving to the other a period of notice not less than that specified in the letter of appointment. If no definite period of notice has been specified, it shall be taken as one month.

4.2.3.3 **CURTAILMENT OF PERIOD OF NOTICE:** Notwithstanding any thing contained in 4.2.3.1 and 4.2.3.2

- a) The service of any member of the staff may be terminated by giving a shorter notice than that specified in paragraphs 4.2.3.1 or 4.2.3.2 on payment to him of a sum equivalent to the amount of his pay plus allowances for the period by which such notice falls short of the period specified.

- b) The appointing authority, or the authority to whom the power has been delegated may accept a shorter period of notice from a member of the staff in special circumstances.

4.2.3.4 **LEAVE ON TERMINATION OF SERVICE:** Earned Leave on full pay may be counted towards the period of notice required under Bye-laws 4.2.3.1 and 4.2.3.2 and for any part not so utilised pay and allowances may be paid in accordance with Bye-laws 4.4.

4.3 **EMOLUMENTS & ALLOWANCES:** The emoluments structure including Pay Scales and Allowances and other terms and conditions of service of IPR employees will generally follow the pattern adopted by the Govt. of India for the Central Govt. Employees. The actual details of these will be approved by the Governing Council taking into account the special needs and objectives of the Institute.

4.4 **ENCASHMENT OF EARNED LEAVE:** It shall be regulated in accordance with the Central Government Rules.

5. DUTIES & FUNCTIONS OF OFFICERS OF THE INSTITUTE

5.1 DUTIES OF THE DIRECTOR:

5.1.1 BUSINESS OF THE INSTITUTE: It shall be the duty of the Director to carry on the work of the Institute under the control of the Council in accordance with the Rules and Bye-laws for the administration and management of the Institute. In case of an emergency, he may take such action as may be necessary and report to the Council.

5.1.2 DIRECTION & CONTROL OF THE STAFF: All members of the staff of the Institute shall be under the administrative control of the Director, who shall issue office orders from time to time.

5.1.3 SANCTION OF EXPENDITURE: All expenditure within the budget grant shall be approved and sanctioned by the Director or a member of the staff to whom the power has been delegated by the Director. The Director shall have the power to make re-appropriations subject to the following conditions:

i) Re-appropriation to augment the provision under the head 'Salaries, Allowances and Provide Fund Contributions' shall require the prior consent of the Council.

ii) No re-appropriation shall be made from the head of capital expenditure to the head of revenue expenditure.

iii) Re-appropriation within the heads of capital expenditure to cover expenditure on a new project not included in the budget shall require the prior consent of the Council.

5.1.4 SUPERVISION OF WORK: The Director shall exercise general supervision over the programme of work and the research projects of the Institute.

5.1.5 CO-ORDINATION WORK: The Director may call for the general plan of work of each Department or section at the beginning of each year and at any other time he may consider necessary, and co-ordinate the work of the various Departments or Sections in the Institute.

5.1.6 ANNUAL REPORT: The Director shall submit the Annual Report of the Institute to the Council by the end of August each year.

5.2 DUTIES OF PROFESSORS, ASSOCIATE PROFESSORS & FELLOWS:

5.2.1 SUPERVISION: Professors, Associate Professors and Fellows shall supervise and direct the work in their respective subjects under the general directions of the Director.

5.2.2 PERIODICAL REPORT: Every Professor, Associate Professor or Fellow shall submit periodical report in his work. There shall not be less than one such report in each of the academic year.

5.2.3 SEMINARS, LECTURES: Every Professor, Associate Professor or Fellow shall hold or take part in seminars besides giving lectures, and guide research workers attached to him.

5.2.4 RESEARCH PROGRAMME: Every Professor, Associate Professor or Fellow shall submit to the Director, from time to time, or when called upon to do so, his research programme and that of the members of the staff and students working with him.

5.2.5 SANCTION OF WORK: In exceptional cases, new schemes of research to be conducted at the Institute, which may involve any expenditure, shall be submitted to the Director for sanction subject to existence of budget provision. A report on such schemes sanctioned may be submitted to the Governing Council.

5.3 DUTIES OF THE CHIEF ADMINISTRATIVE OFFICER:

5.3.1 SECRETARIAL WORK: The Chief Administrative Officer shall act as Secretary to the Council.

5.3.2 WORK UNDER THE GENERAL CONTROL OF THE DIRECTOR: In all matters concerning the Institute, he shall act under the general control and orders of the Director.

5.3.3 CORRESPONDENCE: The Chief Administrative Officer shall be in charge of correspondence relating to administration of the Institute, subject to the instructions of the Director.

5.3.4 OFFICE MANAGEMENT: The Chief Administrative Officer will be in charge of the administrative staff and the general maintenance staff of the Institute.

5.3.5 MAINTENANCE OF THE PREMISES: The Chief Administrative Officer shall be responsible for the maintenance and upkeep of the premises and the property of the Institute. He shall perform such other duties as may be assigned to him by the Director from time to time.

5.4 STORES & PURCHASE OFFICER: The Stores and Purchase Officer shall be responsible to the Chief Administrative Officer and through him to the Director for the Purchase, proper storage and upkeep, issue and accounting

of stores and for maintenance of necessary books and records relating thereto. A physical verification of the stores shall be conducted periodically at intervals to be prescribed by Council. He shall perform such other duties as may be assigned to him by Chief Administrative Officer/Director from time to time.

5.5 DUTIES OF ACCOUNTS OFFICER: He shall be responsible to the Director for the following duties:

5.5.1 He shall render financial advice to the Director in keeping up with the objectives of the Institute.

5.5.2 He shall maintain a complete account of receipts and expenditure and all other financial transactions of the Institute.

5.5.3 He shall prepare the Annual forecast budget estimates, revised budget estimates and supplementary budget under the guidance of the Director for submission to the Council.

5.5.4 He shall be responsible for preparing the annual balance sheet, income and expenditure account and such other statements of accounts for each financial year.

5.5.5 He shall be responsible for getting the accounts of the Institute audited and settlement of audit objections thereof.

5.5.6 He shall maintain complete accounts of the Provident Fund under the control of the Director.

5.5.7 He shall perform such other work as may be assigned to him by the Director, from time to time.

5.6 DUTIES OF THE LIBRARIAN:

5.6.1 RESPONSIBILITY FOR CUSTODY OF THE LIBRARY: The Librarian shall be responsible for the custody of books, manuscripts, periodicals, etc. belonging to the Library, and shall maintain a complete register and index. The purchase of books and journals for the Library shall be decided by a Library Committee or Director.

5.6.2 LIBRARY RULES: The Rules for the management of the Library shall be framed from time to time as may be found necessary, by a Library Committee appointed by the Director to be responsible for the proper functioning of the Library.

5.6.3 ANNUAL REPORT: The Librarian shall prepare, by the end of March every year, a report on the working of the Library for submission to the Director by the Library Committee.

5.6.4 PURCHASE OF BOOKS: The Librarian shall be responsible for purchasing books approved by the Library Committee or the Director.

5.6.5 STOCK-TAKING: The Librarian shall take stock every year of all the books in the Library. The Library Committee may assign personnel to check the report. Librarian shall perform such other duties as may be assigned to her/him by the Director from time to time.

5.7 POWERS TO WRITE OFF: Subject to such stipulations as the Council may take from time to time, the Director shall have full powers to write off irrecoverable losses, including irrecoverable value of stores lost or rendered unserviceable. Cases of write off of stores of value exceeding Rs.1,00,000/- and of other types of loss exceeding Rs.2,500/- will be reported by him to the Council for approval.

6. STUDY & RESEARCH

The Research and Development activities of the Institute shall be decided by the Director from time to time in consultation with the faculty and/or with other scientists as may be necessary. Major changes if any shall be reported by the Director to the Council.

7. HONORARY FELLOWS, PROFESSORS EMERITUS, TEMPORARY MEMBERS

7.1 HONORARY FELLOWS: The council may, on the recommendation of the Director, appoint Honorary Fellows. Honorary Fellowship may be conferred by the Council on eminent scholars in recognition of their distinguished contribution to knowledge in subject in which the Institute is interested or on persons who have rendered eminent service to the Institute, or on persons who have made a noteworthy and lasting contribution to the cause of fundamental research in India. Honorary Fellows shall enjoy such privileges as may be decided by the Council from time to time.

7.2 PROFESSORS EMERITUS: The Council may, on the recommendation of the Director, designate a Professor, who has retired from the Institute as Emeritus Professor. Emeritus Professors shall enjoy such privileges as may be decided by the Council from time to time.

7.3 TEMPORARY MEMBERS: Scholars may be invited, or admitted, to the Institute as Temporary Members for participating in the work of the Institute. Temporary members may be paid such honoraria as may be decided by the Director from time to time.

8. ADMISSION TO THE INSTITUTE

8.1 APPLICATIONS: Applications for admission to the Institute shall be made to the Chief Administrative Officer on a prescribed form signed by the applicant.

8.2 ADMISSION: A student shall be admitted normally after consideration of his application by the Faculty.

9. EXECUTION OF CONTRACTS ON BEHALF OF THE INSTITUTE

9.1 CONTRACTS WITH DIRECTOR: All contracts between the Institute and the Director shall be signed by the Chairman or any other person authorized by the Council for the purpose.

9.2 CONTRACTS WITH OTHERS: All other contracts by or on behalf of the Institute shall be signed by the Director or by an officer of the Institute empowered by him.

9.3 REPRESENTATION IN LEGAL PROCEEDINGS: The Chief Administrative Officer may sue and be sued in the name of the Institute.

10. OTHER MATTERS FOR THE ADMINISTRATION & MANAGEMENT OF THE INSTITUTE

10.1 ACADEMIC FACULTY:

10.1.1 CONSTITUTION OF THE ACADEMIC FACULTY: The Academic Faculty shall consist of the Professors (Senior, Full and Associate) and Fellows. The members of the Faculty shall co-operate with one another so as to further the objectives of the Institute as a whole.

10.1.2 DUTIES OF THE ACADEMIC FACULTY: It shall be the duty of the Faculty to advise the Director on all matters concerning the Research work of the Institute.

10.2 ATTENDANCE AT SCIENTIFIC CONFERENCES:

10.2.1 Members of the Academic Staff may be allowed to attend scientific conferences and congress, under intimation to the Chairman of the Council in the case of Director, and at discretion of the Director or a member of the staff to whom the power has been delegated by the Director in the cases of others.

10.2.2 Members of the staff, when deputed by the Institute to attend scientific conferences and congress, shall be eligible for allowances as laid down by the Council from time to time.

10.3 CONTRIBUTION TO SCIENTIFIC PERIODICALS: Contributions to Scientific journals resulting from work carried on in the Institute by members of the staff of the Institute shall contain the Institute's name. A copy of every such contribution shall be sent to the Director as soon as it is communicated. No contribution which may relate to classified or confidential material shall be made without the prior approval of the Director.

10.4 EXTRA MURAL LECTURES: Members of the Academic staff may, with the permission of the Director or a member of the staff to whom the power has been delegated by the Director, accept invitations to give lectures in their field of work in universities or learned societies, provided such lectures do not interfere with their work at the Institute.

10.5 EXAMINERSHIP & CONSULTANCY: Members of the academic staff may, if invited to do so, and with prior approval of the Director or a member of the staff authorized by him, accept examinership for Post Graduate Degrees. Members of the Academic staff may also act as Consultant with the prior approval of the Director. Any fees earned by them on that behalf shall be dealt with in accordance with the Rules prescribed by the Government of India.

10.6 Where a doubt or dispute arises as to the interpretation of rules/bye-laws, the decision of the Governing Council shall be final.

10.7 The items that have not been covered in the bye-laws of the Institute may be dealt and accorded sanction by the Governing Council in accordance with Central Government Rules in force at that time.

11. LEAVE RULES

11.1 SANCTION & REFUSAL: Leave cannot be claimed as a matter of right. When the exigencies of the Institute so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.

11.2 AUTHORITY EMPOWERED TO GRANT LEAVE: Applications for leave shall be addressed to the Chairman of the Council by the Director and to the Director by other members of the staff. Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director. The Chairman of the council may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

11.3 CASUAL LEAVE: Casual Leave admissible to members of the staff shall be 8 days in a calendar year subject to the condition that not more than 5 days may be allowed at any one time. The Director or any members of the staff to whom the power has been delegated by the Director may waive this condition in exceptional circumstances. Sundays and Institute holidays which are prefixed or suffixed or intervene in a period of casual leave shall not be treated as part of casual leave. Casual Leave shall not be combined with leave of any other description other than Special Casual leave.

11.4 Earned Leave, Half-pay leave, Commuted leave, Casual leave and Special Casual leave, Extra Ordinary Leave, Leave not due, Study leave, Leave to female government servant on adoption of child, Special disability leave, Maternity Leave, Paternity Leave, Child Care leave, etc. etc. including payment of Leave Salary and leave salary advance have been adopted as per CCS (Leave Rules) as amended from time to time.

11.5 SPECIAL LEAVE RULES FOR ACADEMIC STAFF:

11. 5.1 EXTRAORDINARY STUDY LEAVE: When a member of the academic staff applies for leave to prosecute further study or to take up a scientific assignment, in an institution abroad, and it is considered that such study or assignment shall serve the interests of the Institute, although not to the extent of granting him study leave, he may be granted extra-ordinary study leave without pay for period of a year at a time, subject to the total period of leave not exceeding five years. The leave so availed of may be allowed to count for increments at the discretion of the Director, or any authority to whom the power has been delegated by the Director.

11.5.2 SABBATICAL LEAVE: Academic staff members of the rank of faculty and above with a minimum service of five years in the Institute may be granted sabbatical leave with salary and allowances as admissible from time to time, to spend a year abroad or in India in some of the Universities or research Institutions once in five years. The cost of travel shall, however, not be paid by Institute for Plasma Research. The staff member shall be permitted to avail a part of sabbatical leave, i.e. less than one year if he so desires but the period of sabbatical leave shall not be less than six months at a time.

Scientist and Engineers who have put in not less than 5 years of service in the Institute may be granted Sabbatical Leave for a period of one year to take up entrepreneurship in the technologies being promoted by the Institute.

11.6 LEAVE SALARY:

As per CCS (Leave Rules) as amended from time to time.

12. THE TRAVELLING ALLOWANCE RULES

12.1 TRAVELLING ALLOWANCE TO MEMBERS OF THE COUNCIL: A member of the Council, who has to attend a meeting of the Council or travel for any other business connected with the Institute, shall be entitled to actual expenses incurred or allowances as admissible to the Director of the Institute whichever is higher.

12.2 TRAVELLING ALLOWANCE FOR OFFICIAL WORK:

12.2.1 The Director is his own controlling officer for TA/DA Purpose.

12.2.2 Travelling allowance to the staff of the Institute may be paid in accordance with the Travelling Allowance Rules of the Central Government for its employees.

12.2.3 PAYMENT OF ACTUALS: Notwithstanding anything contained in the rules laid down 12.2.2, the Director may authorize payment of actual expenditure incurred by a member of the staff for journey outside the headquarters in connection with the business of the Institute. This may include actual expenses for the journey by road, rail or air as the case may be, appropriate class of accommodation to which he is entitled or by which he is permitted to travel and actual expenses at the place of halt for boarding and lodging in a suitable hotel not disproportionate to his status as prescribed by the Director or an officer to whom the power has been delegated by the Director plus halting allowance at 1/4th of the normal rate.

12.2.4 The Director may permit reimbursement of transport charges incurred by the member of staff for local journeys in connection with the business of the institute while on duty outside headquarters by a suitable mode of transport not disproportionate to his status as prescribed by the Director.

12.2.5 The Director may from time to time be asked by the Governing Council to furnish information on items 12.2.3 and 12.2.4 above.

13. THE LEAVE TRAVEL CONCESSION RULES:

13.1 The Leave Travel Concession Rules will be applicable to all employees as per Govt. of India Rules as amended from time to time.

14. CONTRIBUTORY HEALTH SERVICE SCHEME (CHSS) :

14.1 TITLE & SCOPE

14.1.1 The Scheme shall be called 'Contributory Health Service Scheme' (CHSS) of the Institute for Plasma Research (IPR) (hereinafter referred to as Scheme). The payment of contribution towards the scheme as mentioned in para 14.4.1 below is compulsory.

14.1.2 The scheme shall be confined to the areas which fall within the municipal limits of *Ahmedabad / Gandhinagar* and any other area notified from time to time.

14.2 APPLICABILITY:

14.2.1 The Scheme shall be applicable to the employees of the IPR stationed at *Ahmedabad / Gandhinagar* and members of their families residing with them.

14.2.1.2 The scheme shall not be applicable to the work charged staff and casual staff of the IPR and the staff paid from the contingency.

14.2.1.3 The scheme shall not be applicable to any employee appointed on a purely temporary basis for short duration not exceeding three months at a time.

14.2.2 Notwithstanding anything contained in clause 14.2.1 above the scheme shall also apply to:

- 1) The members of the IPR Governing Council (GC) who may wish to avail of the facilities under the Scheme and their families, whether stationed at *Ahmedabad / Gandhinagar* or not.
- 2) Emeritus Scientists, Visiting Scientists and Research Fellows who wish to avail of the facilities under the scheme and members of their families residing with them;
- 3) Member of the family of a deceased employee of the Institute provided he/she had completed five years service in the Institute and also the contribution last paid by him/her is continued to be paid by the family and the members of the family continue to reside in *Ahmedabad / Gandhinagar*. The family of the deceased may avail of the benefit of the scheme for the whole of the month in which the employee died as well as the succeeding calendar month without payment of contribution for the said succeeding month.

- 4) Retired employees of the Institute who opt for the .benefits under the scheme shall be subject to the following conditions:
- i) The employee should have put in a minimum of five years service in the Institute before his retirement.
 - ii) Employee should pay contribution with reference to the pay drawn by him/her prior to retirement.
 - iii) Beneficiary should reside at **Ahmedabad / Gandhinagar** and treatment can be had only in **Ahmedabad / Gandhinagar**.
 - iv) This facility is limited to the employee and spouse only. Additional dependents shall be included only on payment of contribution equal to the unsubsidized cost of the scheme per dependent worked out every year. Contribution should be deposited for three months at a time in advance.
- 5) A pensioner re-employed in the Institute and the members of his/her family provided the pensioner concerned is stationed at **Ahmedabad / Gandhinagar**.

14.3 DEFINITION OF 'FAMILY':

14.3.1 'Family' for the purpose of the Scheme shall mean an employee's wife or husband as the case may be, and parents, children and step children (children and step children exceeding two in number shall not be covered) wholly dependent and normally residing with the employee.

NOTE:

- a) **Children:** Married, divorced or otherwise legally separated and widowed daughters even though dependent on the employee are not eligible for medical benefits under the Scheme. In the case of adopted children only legally adopted children shall be eligible for medical benefits. Such children as are gainfully employed or are engaged in a trade/business/profession shall be excluded from the Scheme.
- b) **Parents:** Parents shall be regarded as wholly dependent on the employee if they reside with him/her and if their (both parents) total monthly income does not exceed Rs.10,000/- per month. The admission of parents to the Scheme is also subject to the following conditions:
 - 1) Parents should reside with the employee in the same residence where the employee resides. If parents of an employee move out of **Ahmedabad / Gandhinagar** continuously for more than sixty days, CHSS shall be notified by the employee for suspension/cessation of the Institute. Recurring period incomes from sources such as houses, land-holding, fixed deposits, etc. shall, however, be taken into account for the purpose of assessing the income.

14.3.2.1 All employees shall declare at the beginning of each calendar year or as soon as possible thereafter, about the eligibility or otherwise of the members of their family for medical assistance from other source.

14.3.2.2 A declaration in the prescribed form regarding income and residence of parents, as also regarding residence and dependence of eligible children shall be furnished by the employee at the time of initial registration and the beginning of every calendar year thereafter for continuation of the CHSS facilities.

14.3.2.3 It shall be the responsibility of the employees concerned to notify the Administrative Officer concerned as soon as their sons/daughters or parents become ineligible for the benefits of the Scheme so that their names can be deleted from the list of CHSS beneficiaries.

14.4 CONTRIBUTION:

14.4.1 For the medical benefit provided under the Scheme, a monthly contribution at the following rates (to be rounded off to the nearest 50 paise) shall be recovered:-

Category of beneficiaries	Rate of contribution
For staff members and members of their families (all groups of employees)	1% of the basic pay of the revised scale.

- 14.4.2** The contribution shall be recovered from Members of the Governing Council covered under the Scheme at the rate of 1% p.m. of their last pay for self.
- 14.4.3** The contribution shall be recovered from the Visiting Scientists/Fellows/Professors admitted to the benefits of the Scheme at the rate of *1%* of the monthly honorarium. This will also cover members of their families.
- 14.4.4** The Contribution shall be recovered on the basis of the pay of the employee on the first day of each calendar month and in the case of persons newly appointed or transferred to *Ahmedabad / Gandhinagar* after the first day of the month, on the basis of the pay on the first day of appointment or assumption of duties at *Ahmedabad / Gandhinagar*. Marginal adjustments in actual recoveries consequent on computerization of pay-rolls is permissible.
- 14.4.5** For work-charged and casual employees, who are absorbed in the regular posts, contribution shall be recovered with effect from the month in which the orders of their absorption are issued.
- 14.4.6** If the appointment of an employee in *Ahmedabad / Gandhinagar* or his/her transfer to *Ahmedabad / Gandhinagar* takes place within the first 15 days of a month, recovery of contribution shall be made for the full month, otherwise it shall be waived altogether for that month. In the case of transfer of an employee from *Ahmedabad / Gandhinagar* after 15th of a month, recovery for the full month shall be made, while in the case of transfer from an earlier date recovery for that month shall be waived. The same will hold well in cases of resignation, voluntary retirement, etc.
- 14.4.7** In case where both the husband and wife are employees of the Institute, the payment of contribution shall be regulated as under:
- a) The contribution shall be recovered from only one of them (wife or husband) whose pay is higher. The husband and wife shall send a joint declaration to the Accounts Section giving relevant details in this regard.
 - b) The persons from whose pay the contribution is recovered shall be regarded as the prime beneficiary, and shall be eligible to register his/her parents.
 - c) In cases where the pay of the husband and wife is equal, the contribution shall be recovered from the husband who shall be eligible to register his parents. If the wife wishes to register her parents, who are otherwise eligible, a separate contribution shall be payable by her on the basis of her pay.
 - d) If the wife is paying the contribution and the husband wishes to register his parents, who are otherwise eligible, he will have to pay an additional contribution based on his pay.
 - e) In cases where the husband or wife draws higher pay alternatively every few months, the entire contribution shall be recovered from the husband who shall be regarded as the prime beneficiary and shall be eligible to register his parents even if his pay is lower during certain months.
 - f) The entitlement of parents shall be determined with reference to the pay of the prime beneficiary in all cases.
- 14.4.8** An employee who proceeds abroad on deputation or on deputation-cum-special leave or on any kind of study leave, may at his/her option avail of the benefits of the scheme for his/her family. The option, shall be exercised before the employee proceeds on leave/deputation and shall be treated as final.
- 14.4.9** In the case of families and servants of employees transferred outside *Ahmedabad / Gandhinagar* who are eligible for the benefits of the Scheme, the contribution shall be recovered on the basis of the pay drawn immediately prior to such transfer.

14.4.10 In the case of employee under suspension who is in receipt of a subsistence allowance, the contribution shall be recovered on the basis of the amount of subsistence allowance. If the employee is, however, subsequently allowed to draw pay for the period of suspension, the difference between the contribution recovered on the basis of the subsistence allowance and the contribution payable on the basis of the pay ultimately drawn shall also be recovered. For the purpose of determining entitlement under the scheme, the pay that he/she would have drawn but for his suspension should be taken into account.

14.5 DETAILS OF THE SCHEME:

The procedures that shall be followed for the operation of Contributory Health Service Scheme (CHSS) are described below:

14.5.1 APPOINTMENT OF MEDICAL OFFICER:

A medical officer may be appointed as a consultant for the Institute by the Director either by invitation or by a selection procedure.

14.5.2 The medical consultant shall assist the Director or a medical committee constituted by the Director in (a) selecting a panel of specialists for the Institute, (b) choosing authorized medical officers (AMO), in different localities of *Ahmedabad / Gandhinagar* convenient to IPR staff members, (c) identifying private, government hospitals/nursing homes/dispensaries in *Ahmedabad / Gandhinagar* and elsewhere for recognition. He shall also assist the Director or the constituted committee in fixing the rates for different types of medical treatment from reputed doctors, hospitalization etc. Treatment/Consultation at the approved nursing homes/hospitals/specialists shall be obtained only on referral by the Authorized Medical Officer.

14.5.3 PROCEDURE FOR PAYMENT:

The payments to AMO's, specialists, hospitals/nursing homes and dispensaries shall be made directly by the IPR staff members as per the rates fixed by the IPR administration. The medical charges thus incurred, shall be reimbursed to the beneficiaries on production of valid receipts from the doctors, hospitals etc.

14.5.4 APPOINTMENT OF PANEL OF CHEMISTS:

The IPR administration shall also appoint a panel of chemists and druggists. The IPR staff members shall directly make payments to these chemists and druggists. The reimbursement shall be done on the production of receipt and the medical practitioner's prescription in respect of admissible medicines only as amended from time to time.

14.5.5 The payment of medical advance shall be regulated as per Central Service (Medical Attendance) Rules.

14.5.6 The consultation fees for Authorized Medical Officers shall be reimbursed as given below:

First Consultation/Fresh Consultation	:	Rs.70/-
Subsequent Consultation for the same illness	:	Rs. 40/-

14.5.7 The consultation fees for the Specialists shall be reimbursed as decided by IPR or as given below whichever is less:

First Consultation/Fresh Consultation	:	Rs.250/-
Subsequent consultation for the same illness (within 3 months)	:	Rs.150/-

Any additional amount charged by the specialist/AMO shall not be reimbursed.

14.5.8 Hospitalization facilities shall be provided in the recognized hospitals/nursing homes/poly-clinics. The accommodation charges which may be levied by these hospitals/nursing homes/poly-clinics shall be reimbursed in accordance with the scales of charges set out in Appendix.

14.5.9 The charges for treatment and operation in recognized hospitals/nursing homes/poly-clinics shall be reimbursed subject to the approved ceiling as set out in CHSS Rate Appendix. These charges shall be subject to revision from time to time. Any additional amount charged in this behalf shall not be reimbursed.

14.5.10 The employees and their families shall also be permitted to go on their own to Government hospitals/Government recognized hospitals for medical attention and treatment as out-door and in-door patients. They should, however, report to the Authorized Medical Officer within four days of the illness. Reimbursement to the employees shall be admissible to the extent charged by these hospitals subject to production of bills and doctor's certificate.

14.6 PATHOLOGY, X-RAY ETC. EXAMINATION FOR DIAGNOSIS:

14.6.1 All the tests for which facilities exist in the authorized dispensaries shall be conducted in accordance with rates/charges approved by the IPR. The expenses shall be reimbursed to the beneficiaries.

14.6.2 The pathological tests, X-ray, cardiogram, etc. for diagnosis can be got conducted at one of the recognized nursing homes/hospitals/Poly-clinics on the advice of the Authorized Medical Officer/Specialists. Actual charges for such tests subject to the ceiling as prescribed in Appendix as revised from time to time shall be reimbursed. Any additional amount charged for such tests shall be borne by the beneficiary concerned.

14.6.3 In situations where it becomes absolutely necessary to take blood sample, etc. at the residence of the patient the technician/pathologist may visit the patient on the recommendation of the Authorized Medical Officer/Specialist. Reasonable Charges for such visits by private technicians/pathologists shall be paid on the recommendation of the Authorized Medical Officer.

14.7 MEDICINES:

Cost of admissible medicines which may be prescribed by Authorized Medical Officers/Specialists shall be reimbursed in full subject to the production of vouchers and doctors certificate. The medicines shall be purchased only from the medical shops approved by the Director from time to time on production of prescription. The Controlling Officers may allow reimbursement at their discretion in cases where medicines could not be purchased from the approved shops if the circumstances in which it was not possible to do so are properly explained to their satisfaction.

14.8 PROCEDURE FOR PAYMENTS OF FEES & CHARGES TO THE SPECIALISTS/NURSING HOMES/HOSPITALS/POLY-CLINICS:

14.8.1 Fees/charges shall be payable by the employees directly to the specialists or Nursing Homes/Hospitals/Poly-clinics. This shall be reimbursed by the Institute on submission of bills subject to the prescribed ceiling.

14.9 SPECIAL FACILITIES FOR TREATMENT OF ACUTE OR CHRONIC DISEASES:

14.9.1 The employees of the Institute, members of their families and servants suffering from diseases like Tuberculosis, Cancer, Poliomyelitis and communicable diseases shall receive treatment from the Authorized Medical Officers and panel specialists. If the authorized medical officer considers that patient (other than servants) requires treatment in a specialized hospital/institution for such diseases, he shall refer him/her to the hospital/institution recognized for this purpose. A list of such specialized hospitals/institutions shall be notified from time to time. Charges incurred at these hospitals/institutions and fees charged by the specialists for consultation etc. and other institutions shall be directly paid by the employees who shall be reimbursed subsequently by IPR on submission of bills.

14.9.2 Reputed hospitals/institutions in the country outside Ahmedabad / *Gandhinagar* shall also be recognized for specialized treatment. The cost of treatment in the hospitals/institutions as considered reasonable by the institute shall be borne by the Scheme. The beneficiaries shall have to incur the expenditure first and claim the reimbursement. They shall also be entitled to travelling allowance as admissible under the Central Services (Medical Attendance) Rules if they are referred to the hospitals/institutions outside *Ahmedabad / Gandhinagar*.

14.10 MATERNITY BENEFITS:

14.10.1 Maternity benefits shall be admissible only to the wife of an employee or to a female employee. Eligible beneficiaries can be admitted for confinement in any of the recognized nursing homes/hospitals/poly-clinics where facilities for maternity exist. Expenditure in this behalf shall be reimbursed in the same way as treatment for any other disease.

14.10.2 Eligible beneficiaries shall also have the option to go to any other maternity home of their choice for confinement and claim the reimbursement as laid down in the following paragraphs.

14.10.3 Reimbursement shall be allowed on production of medical certificate from the nursing home/hospital about the occurrence of birth/still birth/termination of pregnancy. The Municipal birth certificate shall also have to be produced if necessary for verification. Reimbursement shall be allowed only if the confinement takes place in a maternity home/hospital managed by a doctor whose qualification has been recognized by the Indian Medical Council Act, 1956 or in a Government/Government recognized hospital. The following shall be the flat rates admissible for meeting confinement expenses at places other than recognized nursing homes/hospitals/poly-clinics/Government/Government recognized hospitals:

Confinement charges are payable at flat rates.

Classification of Confinement Entitlement will be as per CHSS schedule of rates as amended from time to time. Inpatient care at the time of confinement shall be covered by the above flat rates.

14.10.4 If a medical emergency arises at the time of confinement either for the mother or for the infant involving operative delivery or surgical operations on the infant or in cases of puerperal sterilization, actual expenses not exceeding Rs.5000/- or as per CHSS schedule of rates as amended from time to time may be reimbursed in addition to the flat rates as provided above subject to scrutiny by the Authorized Medical Officer or approved Specialist.

14.10.5 If the beneficiary is admitted to a Government/Government-recognized hospital for confinement, the confinement charges including the charges for operative delivery/surgical operations shall be reimbursed in full.

14.10.6 The maternity benefits as provided above shall not be admissible to a beneficiary who has two or more living children at the time of confinement.

14.10.7 The term confinement for the purpose of the Scheme shall include:

- a) Live birth
- b) Still birth
- c) Pre-natal termination of pregnancy
- d) Abortion

14.10.7.1 For determining the entitlement under para 14.10.3 the number of living children at the time of confinement and the number of occasions on which maternity-benefits have been availed of shall be taken into account. For example, an employee in category 'D' who has one living child for whom he has not claimed any reimbursement for confinement nor availed of maternity benefits at recognized nursing home/hospital/poly-clinic may claim prevailing amount for the second confinement, as he is availing of the benefits for the first time.

14.10.7.2 If an employee does not have two or more living children at the time of his wife's/her confinement, he or she, as the case may be, shall be eligible to get the prevailing amount though he or she may have already availed of maternity benefits for two earlier confinements under para 14.10.3 (No payment shall however be admissible for abortions/still-birth/pre-natal termination of pregnancy).

14.10.7.3 In determining the number of living children, the children of both the parents shall be taken into account. For example, an employee who has two living children by an earlier marriage shall not be eligible for reimbursement of confinement expenses for his second wife.

14.10.8 **DOMICILIARY CONFINEMENT:**

In the case of a domiciliary Confinement supervised by a doctor (having qualifications recognized by the Indian Medical Council Act, 1956), 50% of the appropriate flat rates mentioned above will be payable. In such cases, an appropriate certificate from the attending doctor shall be produced by the employee.

14.11 **ANTE-NATAL & POST-NATAL CARE:**

14.11.1 Ante-natal and post-natal care shall be available by a lady doctor who may be nominated as Authorized Medical Officer. The cost of medicines which may be prescribed by her shall be reimbursable in accordance with the procedure prescribed for reimbursement of medicines.

14.11.2 On the advice of nominated lady doctor, the beneficiaries shall be permitted to avail ante-natal/post-natal care by any other lady doctor having qualifications recognized by the Indian Medical Council Act, 1956 and the charges to the maximum of Rs.200/- inclusive of cost of medicines/drugs shall be reimbursable subject to production of doctor's certificate and vouchers and scrutiny by the nominated lady doctor.

14.11.2.1 When the parents have two or more living children, charge to the extent of Rs.100/- only shall be admissible on one occasion only for both ante-natal and post-natal care inclusive of drugs.

14.12 FAMILY PLANNING:

Supply of contraceptives and procedures for family planning etc. shall be available free of charge at approved dispensaries.

14.13 OTHER FACILITIES:

14.13.1 An employee or member of his family may be authorized by the Authorized Medical Officer/Specialists under the Scheme to have injections administered by a Medical Practitioner registered under the Indian Medical Council Act, 1956 either at the dispensary of the practitioner concerned or at the employee's residence. The cost of injections which should be purchased from the approved medical shops and the charges for administering the injections (including visit charges) shall be reimbursed in accordance with the Schedule to be notified from time to time. Professional charges for dressing etc. by private medical practitioners either at the dispensary of the practitioners or at the residence of the employee shall be reimbursable provided that the nature of the case warrants such treatment and prior approval of the concerned medical officer has been obtained. The scale of reimbursement for these facilities, which shall be allowed only in exceptional circumstances and the conditions subject to which such reimbursement may be allowed shall be notified from time to time.

14.13.2 The Scheme may arrange to provide facilities such as speech-therapy, child psychiatric-care and medical social-care on reimbursable basis to the extent considered reasonable to the beneficiaries (excluding servants) and may recognize institutions for this purpose where these facilities can be availed of.

14.13.3 The cost of artificial appliances for diseases like polio, T.B. or for prosthesis or in cases requiring surgical operations may be reimbursed. Replacements, if justified, may also be allowed. Firms/Institutions may be recognized for the supply of these appliances.

14.13.4 When transport by ambulance is recommended on medical grounds but the ambulance cannot be made available from the Institute sources, an ambulance may be hired from any other source and full charges incurred in connection with such hiring to the extent considered reasonable by Director on the recommendation of the Authorized Medical Officer shall be reimbursed to the employee.

14.13.5. ~~deleted~~

14.13.6 No travelling allowance shall be payable for any medical attendance or treatment within *Ahmedabad / Gandhinagar*.

14.13.7 Periodical dental check-up shall be available to all the employees and their families in the Dental Clinic of the approved dentist. In addition to this, the beneficiaries may go to the Government Dental Hospital for treatment. Charges to the extent levied by them shall be reimbursed. As for the supply of partial or full dentures, the beneficiaries shall be permitted to go to the Government Dental Hospital or to any other Dental Clinic. However the reimbursement of charges shall be restricted to 50% of the amount which may be charged or would have been charged had the dentures been supplied by the Government Dental Hospital.

14.13.8 The employees and their families shall be permitted to go to the eye specialists on the approved panel of the Institute for getting their eyes tested through the Authorized Medical Officer. The charges shall be borne by the Scheme. This facility would be in addition to any other treatment prescribed by the Eye Specialists.

14.13.8.1 Arrangements will be made with reputed opticians for the supply of spectacles with standard frames at specified rates. All categories of Employees and members of their families are entitled to purchase spectacles with standard frames at CHSS schedule of rates in vogue. They will first purchase spectacles from the specified opticians by making full payment and thereafter claim reimbursement of the cost subject to ceiling fixed in the CHSS schedule of rates by enclosing the cash memo. At present, the amount of reimbursement on purchase of spectacles is limited to a maximum of Rs.1000/-.

In cases where better or more expensive spectacles are supplied at the request of employee, the difference between the standard rate and the cost of such spectacles shall also be borne by the employee.

14.13.8.2 Contact lens/goggles shall not be provided nor shall its purchase be subsidized under the Scheme.

14.14 REIMBURSEMENT OF EXPENSES INCURRED IN A MEDICAL EMERGENCY (OTHER THAN MATERNITY):

14.14.1 In the case of an emergency, when the Authorized Medical Officer is not available, an employee can receive medical attendance and treatment from any doctor registered under the Indian Medical Council Act, 1956. In such case, maximum reimbursement including cost of medicines shall be limited to CHSS rates ceiling. The employee shall have to report about the emergency to Authorized Medical Officer within four days after occurrence of the emergency. Further attendance and treatment shall be given in such cases as advised by the Authorized Medical Officer. Hospitalization arising out of such emergency shall, however, be only in the recognized nursing homes/hospitals/poly-clinics/Government Recognized hospitals.

14.14.2 For the above purpose, the term 'emergency' shall mean a situation or contingency when but for the immediate medical aid sought, there would have been, on the basis of the medical and attendant considerations, a serious danger of hazard or severe or deleterious consequences to the health of the patient. The accessibility/availability or otherwise of the facilities under the Scheme in the context of the severity of medical emergency/ailment at the time of emergency shall also be taken into consideration. The opinion of the Authorized Medical Officer shall be final as to what constitutes an emergency treatment, notwithstanding any medical certificate to the contrary produced from a private doctor or hospital.

14.14.3 The reimbursement shall be allowed only after the scrutiny of the bills by the Authorized Medical Officer who shall determine whether a claim should be reimbursed or not as also to the extent to which the reimbursement should be allowed from the point of view of medical necessity etc. e.g. (a) Whether it was a case of medical emergency, (b) whether the intimation regarding emergency was given as required (c) whether the items included in the claim were medically necessary and (d) whether the charges/prices are reasonable.

14.15 LIMITATION OF LIABILITY:

There shall be a limitation of liability of in-patient care for a particular disease as follows:

		Psychiatrics	Other Diseases
1	Governing Council Members/Emeritus Scientists/ all employees and members of their families	01 year	18 months
2	Fellows/Visiting Scientists/ Professors/Experts and Members of their families	02 months	02 months
3	Retired employees and members of their families	01 year	18 months
4	Members of families of deceased employees	01 year	18 months

14.16 MISCELLANEOUS PROVISIONS:

14.16.1 The Scheme shall be administered by the Institute or by an authority nominated for this purpose who shall exercise administrative and cognate financial powers within the scope of the Scheme as approved by the Institute.

14.16.2 The Institute or the authority nominated by it under para 14.16.1 above may admit any expenditure upto and including Rs.5000/- in each case relating to the Scheme which is not covered by the detailed provisions provided such expenditure is, in its opinion in consonance with the general objectives of the Scheme.

14.16.3 The Institute may withdraw temporarily or permanently the benefit of the Scheme in the following cases:

- a) When there are reasons to believe that there is no reasonable prospect of the employee resuming duty after a spell of absence;
- b) When the contribution is not being paid by the beneficiary in time;
- c) In the case of misuse of the benefits of the Scheme either by the employee or a member of his/her family or servant;

d) In such other cases where such a step is considered necessary.

14.16.3.1 Before taking action as mentioned above, the beneficiary concerned may be given a chance, wherever considered necessary, to explain his/her position.

14.16.4 A sum of Rs.200/- or as fixed by the Institute in the case of all the employees shall be recovered on each occasion of each CHSS Identity Card (registration) lost or misplaced requiring issue of a fresh card. The Institute or the authority nominated by it under para 14.16.1 may, for good and sufficient reasons, waive any recovery on this account.

14.16.5 In cases where it is found that a beneficiary registered under the Scheme is not eligible to be so registered or is not eligible for any particular benefit under the Scheme, the Institute or the authority nominated by it under para 14.16.1 may decide upon the amount of recoveries in each case and the date from which such recoveries should be effected. However, the Director may waive the recovery at his discretion.

14.17 The consultation fees in respect of Authorized Medical Officers, specialists and charges for accommodation, treatment/operation in recognized hospitals, pathological tests, x-rays, cardiograms may be revised by the Governing Council from time to time.

NOTE: (1) The appendices referred in the bye-laws are available with Administration for regulating the claims.

14.18 Wherever the above provisions of the scheme are silent the CCS (Medical Attendance) Rules 1944 as modified from time to time by the Central Government shall apply.

15. CONTRIBUTORY PROVIDENT FUND RULES:

SHORT TITLE & DEFINITIONS:

15.1 i) These rules shall be called the Contributory Provident Fund Rules of the Institute for Plasma Research, Bhat, Gandhinagar.

ii) They shall be deemed to have come into force from such date as may be notified by the Institute.

DEFINITIONS:

15.2 In these Rules unless there is anything repugnant in the subject or context:-

i) "Institute" means the Institute for Plasma Research, Bhat, and Gandhinagar.

ii) "Director" means Director of the Institute.

iii) "Chief Administrative Officer" means Chief Administrative Officer of the Institute.

iv) "Accounts Officer" means Accounts Officer of the Institute.

v) "Council" means Governing Council of the Institute.

vi) "Emoluments" for this purpose are as defined by Central Govt. from time to time.

vii) "Family" means -

a) In the case of a male subscriber, the wife or wives, parents and children of a subscriber and the widow or widows and children of a deceased son of the subscriber:

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 rules relate unless the subscriber subsequently indicates by express notification in writing to the Institute that she shall continue to be so regarded.

b) In the case of a female subscriber, the husband, parents and children of the subscriber, and the widow and children of a deceased son of the subscriber. 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 Rules relate, unless the subscriber subsequently cancels formally in writing her notification excluding him.

Note I: "Children" means legitimate children.

Note II: An adopted child shall be considered to be a child when the Institute is satisfied that under the personal law of the subscriber, adoption is legally recognized as conferring the status of a natural child.

viii) "Fund" means the Contributory Provident Fund of the Institute for Plasma Research, Bhat, and Gandhinagar.

ix) "Leave" means any variety of leave recognized by the Institute.

x) "Year" means a financial year.

CONSTITUTION & MANAGEMENT OF THE FUND:

15.3 The Accounts of the Fund shall be administered by the Council and maintained by the Accounts Officer (or any other officer designated by the Director) under the control of the Director.

15.4 (1) Unless otherwise stated in the subsequent rules hereunder, these Rules shall apply to all the members of the staff of the Institute except such members of the staff whose service are obtained on loan/deputation from Central/State Government or other Institutions funded by Government.

(2) The following categories of persons shall be members of the Fund.

a) All whole-time employees of the Institute who have successfully completed the period specified as probation or in other cases, after completion of one year's service.

b) Those temporary employees who have completed at least one year's service and are certified by the Director as likely to continue in service for another three years.

c) If an employee of the Institute who is admitted to the benefits of Institute for Plasma Research Contributory Provident Fund was previously a subscriber to any contributory provident fund of Union Government or State Government or a body corporate owned or controlled by Government, the amount of his subscription in the Contributory Provident Fund together with employer's contribution or his subscription in the non-contributory provident fund, as the case may be, together with interest thereon may be transferred to the credit of his fund account in the Institute.

(d) Those temporary employees who have been specifically permitted to subscribe to the fund under the terms of their contract.

15.5 NOMINATIONS:

15.5.1 A subscriber shall, at the time of joining the fund, send to the Accounts Officer 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. Provided that, if, at the time of making the nomination the subscriber has a family, the nomination shall not be in favor of any person or persons other than the members of his family.

15.5.2 If a subscriber nominates more than one person under rule 15.5.1 he shall specify in the nomination the amount or share payable to each of the nominees in such a manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

15.5.3 Every nomination shall be made in the prescribed form as is appropriate to the circumstances.

15.5.4 A subscriber may at any time cancel a nomination by sending a notice in writing to the Accounts Officer provided that the subscriber shall, along with such notice send a fresh nomination made in accordance with the provisions of this rule.

15.5.5 A SUBSCRIBER MAY PROVIDE IN A NOMINATION -

a) 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 only.

b) that the nomination shall become invalid in the event of the happening of a contingency specified therein, provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

15.5.6 Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of rule 15.5.5 or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of rule 15.5.5 or the provision thereto, the subscriber shall send to the Accounts Officer a notice in writing cancelling the nomination together with a Fresh nomination made in accordance with the provisions of this rule.

15.5.7 Every nomination made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Accounts Officer.

SUBSCRIBER'S ACCOUNT

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

- i) The subscriber's subscription;
- ii) Contributions made under Rule 15.10 by the Institute to his account;
- iii) Interest, as provided by Rules 15.11 and 15.12 on subscriptions;
- iv) Interest, as provided by Rules 15.11 and 15.12 on contributions.
- v) Advances and withdrawals from the Fund.

CONDITIONS & RATES OF SUBSCRIPTIONS

15.7.1 Every subscriber shall subscribe monthly to the Fund when on duty in the service of the Institute or on Foreign Service but not during the period of suspension.

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

15.7.2 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.

15.7.3 The subscriber shall intimate his election not to subscribe during the leave referred to in rule 15.7.2 by a written communication addressed to the Accounts Officer 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 sub-rule shall be final.

15.8 The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions:-

(1) It may not be less than 10% of his emoluments and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee.

(2) For the purpose of this rule, the emoluments of a subscriber shall be:

a) In the case of a subscriber who was in service on 31st March of the preceding year, the emoluments to which he was entitled on that date, provided as follows:

i) 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;

ii) 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;

iii) If the subscriber joining the Fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.

b) In the case of a subscriber who was not in service on the 31st March of the preceding year, the emoluments to which he was entitled on the first day of his service, or if he joined the fund for the first time on a date subsequent to the first day of his service, the emoluments to which he was entitled on such Subsequent date.

3) The amount of subscription so fixed may be reduced once at any time during the course of the year and/or may be enhanced twice during the year.

15.9 The recovery of subscription and of the principal and interest of advances granted under Rule 15.13 shall be made from the emoluments themselves.

CONTRIBUTIONS BY THE INSTITUTE

15.10 The Institute shall at the close of each financial year make a contribution to the account of each subscriber of an amount at the rate of 10% of the emoluments drawn by him during the year provided that if a subscriber quits the service or dies during a year, the contribution shall be credited to his account for the period he was in the service of the Institute. Should a subscriber elect to subscribe during leave, his leave salary shall, for the purpose of this rule, be deemed to be emoluments drawn on duty. In all cases where the subscriber has the option not to subscribe, and exercise such option for any period of leave, there shall be no contribution by the Institute. When a subscriber is on Foreign Service, the amount of any contribution payable in respect of period of such service shall unless it is recovered from the foreign employer be recovered by the Institute from the subscriber.

INTEREST

15.11 The Institute shall pay to the credit of subscriber interest, at such rates as may be prescribed from time to time on the basis of the rate notified by the Government of India in the case of their Contributory Provident Fund.

15.12 (A) Interest shall be credited with effect from the 31st March of each year in the following manner:

i) On the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year interest for 12 months.

ii) On sums withdrawn during the current year interest from 1st of April of the current year upto the last day of the month preceding the month of withdrawal.

iii) On all sums credited to the subscriber's account after the 31st March of the preceding year-interest from the date of deposit upto 31st March of the current year.

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

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, upto the date on which the amount standing to the credit of the subscriber becomes payable.

(B) For the purpose of this rule, the date of deposit shall in the case of recoveries from emoluments be deemed to be the first day of the month in which they are recovered but if the monthly salary is disbursed towards the close of the month to which it relates, the date of credit shall be the first of the succeeding month.

(C) In all cases interest shall be paid in respect of balance at the credit of a subscriber upto 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 become payable whichever of these periods be less.

(D) Subject to the provisions of Clause 15.12 (C), no interest shall be paid in respect of any period after the date on which the Accounts Officer has intimated to that person or his agent as the date on which he is prepared to make payments.

15.13 ADVANCES FROM THE FUND

An advance may be granted by the Director to a subscriber from the amount of his subscription and interest thereon standing to his credit for one or more of the following purposes:

15.13.1(a) 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:

(b) 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 on him in the following cases, namely:-

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

(ii) For any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years;

c) 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 marriage, funerals or other ceremonies;

d) To meet the cost of legal proceedings instituted by or against the subscriber, any members of his family or any person actually dependent upon him,

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

f) 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 Delhi Development Authority or a State Housing Board or a House Building Co-operative society,

g) For any other purpose considered reasonable by the Director.

15.13.2 Amount of advance permissible

15.13.2.1 Normal Advance: Three months pay or half the amount of subscription and interest thereon to the credit of the subscriber whichever is less.

15.13.2.2 Special Advance: On special circumstances, Director at his discretion may sanction an advance not exceeding the amount of his subscription and interest thereon standing at the credit of the subscriber.

15.13.3 CONSOLIDATION OF ADVANCES:

15.13.3.1 When an advance is granted before complete repayment of any earlier advance, the outstanding balance of the earlier advance will be added to the new advance and the instalments of recovery fixed with reference to the consolidated amount.

15.13.4 RECOVERY OF ADVANCE:

15.13.4.1 The normal advance shall be recovered in not more than twenty four equal monthly instalments and special advances in not more than thirty six equal monthly instalments. A subscriber may at his/her option repay in a lesser number of instalments than that agreed upon at the time of grant of advance or in one lumpsum.

15.13.4.2 Recovery of advance shall commence with the issue of pay for the month following the one in which the advance was drawn.

15.13.5 WRONGFUL USE OF ADVANCE: Notwithstanding anything contained in these rules, if the sanctioning authority has reason to doubt that money drawn as an advance from the Fund under the Rule has been utilized for a purpose other than that for which sanction was given to the drawl of the money, he shall communicate to the subscriber the reasons for his doubt and require him to explain in writing within 15 days of the receipt of such communication whether the advance has been utilized for the purpose for which sanction was given to the drawl of the money. If the sanctioning authority is not satisfied with explanation furnished by the subscriber within the said period of 15 days, the sanctioning authority 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 be on leave. If, however, the total amount to be repaid be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount is repaid by him.

15.14 WITHDRAWALS FROM THE FUND:

15.14.1 Subject to the conditions specified therein, withdrawals from the fund may be sanctioned by the Director at any time from the amount of Subscription and interest standing to his credit in the fund for one or more of the following purposes:

1) Meeting 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 courses beyond the high school stage and
- b) For any medical, engineering or other technical or specialized course in India beyond the high school stage

2) Meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters and any other female relations actually dependent on him.

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

4) Building or acquiring a suitable house or ready built flat for his residence including the cost of the site.

5) Repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready-built flat for his residence.

6) Purchasing a house site for building a house thereon, for his residence or repaying any outstanding amount of loan expressly taken for this purpose.

7) Reconstructing or making additions or alterations to a house already owned or acquired by a subscriber.

8) Renovations, 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.

9) Constructing a house on a site purchased under clause 6.

10) Acquiring farm land or business premises or both within six months before the date of the subscriber's Retirement.

11) For extensive repairs/overhauling of his motor car.

12) For purchase of motor car/motorcycle/scooter/moped etc.

13) For making deposit for booking a car/motor cycle/scooter/moped etc.

14) Once in a financial year towards subscription paid for Group Insurance Scheme.

Note 1: Withdrawal under clause (4), (7), (8) or (9) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan has been actually approved.

Note 2: Only one withdrawal shall be allowed for the same purpose under clause 15.14. But marriage/education of different children or illness on different occasions shall not be treated as the same purpose.

Note 3: A withdrawal under rule 15.14 shall not be sanctioned if an advance under rule 15.13 is being sanctioned for same purpose at the same time.

15.14.2 LIMITS:

1) (A) In respect of items (1) to (10), one half of the amount of subscription and interest thereon at the credit of the subscriber or six months pay, whichever is less.

b) At the discretion of the Director Upto three fourths of the amount of subscription and interest thereon at The credit of the subscriber.

c) In respect of item (9), the amount of withdrawal plus the Institute loan already availed should not exceed the limits prescribed under H.B.A. Rules.

2) In respect of item (11), one third of the amount of subscription and interest thereon at the credit of the Subscriber or the actual amount of repairing/overhauling or Rs.5000/-, whichever is the least.

3) In respect of item (12), one third of the amount of subscription and interest thereon at the credit of the Subscriber or the actual price of the vehicle or Rs.25,000/- (for motor car)/Rs.4000/- for motorcycle/Scooter etc.

4) In respect of item (13), fifty percent of the amount of subscription and interest thereon at the credit of the subscriber, or Rs.10,000/- in case of car and Rs.500/- in case of Motor Cycle, Scooter and Moped etc. whichever is less. This amount will be taken into account for determining the overall ceiling of Rs.25,000/- for car, Rs.4000/- for Scooter/Motor Cycle/Moped etc.

15.14.3 ELIGIBILITY:

1) For items (1) to (3): After completion of 20 years of service (including broken periods, if any) or within ten years before the date of superannuation, whichever is earlier.

2) For items (4) to (9): After completion of 10 years of service (including broken periods, if any) or within ten years before the date of retirement whichever is earlier.

3) For item (10): Within six months before the date of retirement.

4) For item (11): After completion of 28 years of service or less than 3 years before retirement.

5) For item (12): After completion of 25 years of service or less than 5 years before retirement.

6) For item (13): After completion of 15 years of service. The basic pay of the subscriber should be Rs.3500/- or more in the case of car, Rs.1500/- or more in the case of Scooter/Motor Cycle and Rs.950/- or above in the case of Moped etc.

CIRCUMSTANCES IN WHICH ACCUMULATIONS ARE PAYABLE:

15.15 Subject to any deduction under Rule 15.17 subscriptions made by a subscriber and contributions made by the Institute, together with the interest thereon, standing to the credit of subscriber may be paid.

(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.

a) When the subscriber leaves a family:

i) If a nomination made by the subscriber in accordance with the provision of Rule 15.5 in favor of a member or members of his 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 in the nomination;

ii) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the 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:

- (i) Sons who have attained legal majority;
- (ii) Sons of a deceased son who have attained legal majority.
- (iii) Married daughters whose husbands are alive;
- (IV) married daughters of a deceased son whose husbands are alive;

If there is any member of the family other than those specified in clause 1 (i), (ii), (iii) and (iv);

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 exempt from the provisions of clause (i) of the first proviso.

NOTE: Any sum payable under these rules to a member of the family of a subscriber vests in such member under Sub-section (2) of section 3 of the Provident Funds Act, 1925.

b) When the Subscriber Leaves No Family:

If a nomination made by him in accordance with the provision of Rule 15.5 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.

NOTE 1: When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act.

NOTE 2: When the subscriber leaves no family and no nomination made by him in accordance with the provisions of Rule 15.5 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub-clause (ii) of Clause (c) of Sub-Section (1) of section 4 of the Provident Fund Act, 1925 are applicable to the whole amount or the part thereof to which the nomination does not relate.

2) On his leaving the service of the Institute, to the subscriber himself at the close of the month in which the event occurs in accordance with the following rules:

- i) If a subscriber leaves the service of the Institute before three years continuous service he shall not be entitled to any part of the contribution made by the Institute nor to the interest thereon.
- ii) If a subscriber leaves the service of the Institute after three years continuous service but before the completion of five years continuous service, he shall be entitled to 50% of the contribution made by the Institute and the interest thereon.
- iii) If a subscriber leaves the service of the Institute after completing five years continuous service, he shall be entitled to the whole amount including the contribution made by the Institute and the interest thereon.
- iv) In case the services of a subscriber in the permanent service of the Institute are dispensed with for no fault of his own, he shall be entitled to the full amount to his credit, including the contribution made by the Institute, together with the interest thereon.
- v) If the subscriber in the permanent service of the Institute is declared by a competent medical authority to be unfit for further service at any time he shall be entitled to the full amount to his credit of his account at the time.

15.16 When Subscriber:-

a) has proceeded on leave preparatory to retirement or b) while on leave has been permitted to retire or declared by the Consulting Medical Officer of the Institute to be unfit for further service, the full amount of subscription and interest thereon standing to his credit in the Fund may be paid to him on an application made by him in this behalf to the Accounts Officer. On such payment being made he shall not be entitled to subscribe to the Fund, nor will the Institute contribution be credited to the Fund, after such payment.

15.17 DEDUCTIONS:

It shall be open to the Council to deduct the whole or portion of the Contribution allowed by the Institute (with interest accrued thereon) in the following cases.

a) If a subscriber has been dismissed from the service on account of grave misconduct. Provided that, if the order of dismissal is subsequently cancelled, the amount so deducted shall on his reinstatement in the service, be replaced at his credit in the Fund.

b) If any amount is due under a liability incurred by the subscriber to the Institute.

STATEMENT OF ACCOUNTS

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

a) desires to make any alteration in any nomination made by the subscriber;

b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the rules)

2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within six months from the date of receipt of the statement.

3) The Accounts Officer shall, if required by a subscriber, once but not more than once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up.

INVESTMENTS OF THE FUND

15.19 All sums paid into the fund under the rules shall be credited in the books of the Institute to an account named "PROVIDENT FUND ACCOUNT OF THE INSTITUTE FOR PLASMA RESEARCH". A deposit account shall be opened in a nationalized bank or banks, to be operated in such manner as the Council may direct. The balance of the Fund after reserving suitable amounts for current needs, shall be invested in accordance with the pattern of investments notified by the Government of India from time to time.

16. THE DEPOSIT LINKED INSURANCE SCHEME:

The deposit linked insurance scheme will be applicable to all employees as per Govt. of India Rules as amended from time to time.

17. GRATUITY RULES:

There will be a gratuity scheme as per Govt. of India Rules applicable to Central Govt. employees as amended from time to time.

18. HOUSE BUILDING ADVANCE RULES:

All employees will be eligible for House Building Advance as per Govt. of India Rules as applicable to Central Govt. Employees as amended from time to time except that sanctioning and mortgaging authority will be Director, IPR.

19. CONVEYANCE ADVANCE RULES:

Conveyance advance rules will be applicable to all employees as per Govt. of India Rules as amended from time to time except that (a) Permanent Employees of all categories will be entitled for two wheeler's Advance (b) vehicle will be mortgaged to the Director of the Institute.

19. A PERSONAL COMPUTER ADVANCE RULES:

All Employees of the Institute shall be eligible for Personal Computer Advance as per Govt. of India Rules as amended from time to time.

20. FESTIVAL & ~~FAN~~ ADVANCE RULES:

Festival ~~and Fan~~ advance shall be admissible to all employees as per Govt. of India Rules as applicable to Central Govt. employees as amended from time to time.

20.A CHILDREN EDUCATION ASSISTANCE SCHEME:

Children Education Assistance Scheme shall be admissible to all employees as per Government of India Rules as amended from time to time.

21. HOUSE RENT ALLOWANCE:

21.1 Scientists and Engineers in the grade of PB-3, Grade pay – 6600, Pay scale – 15600-39100 and above shall be provided housing by IPR by hiring appropriate flats/apartments etc. Accommodation provided shall be in conformity with the Government housing norms pertaining to the grade one step below. The rent paid shall be as per certification of the city controller. The staff members shall pay 5% of their basic salary towards rent and the difference shall be paid by IPR. In no case the total rent shall exceed 35% of basic salary. For Research Scholars hostel type accommodation shall be rented.

For other categories of the staff members house rent shall be admissible as per Central Government Rules.

21.2 Notwithstanding anything contained in the above Rule, the Governing Council may sanction HRA at a higher rate for the Director of the Institute.

22. PURCHASE & STORES PROCEDURES:

Institute has laid down detailed Revised Purchase Procedure which has come into effect from 1.6.2010 which will overwrite the procedures laid down earlier. The following guidelines will be taken into account only for the items not found in the Revised Purchase Procedure.

22.1 INDENT ORIGATION :

22.1.1 All indents shall be generated through PAST software and shall be completed in all respects. Hard copy of indent shall be submitted in Purchase section. Indent should be marked **Local** or **Foreign**, as the case may be.

22.1.2 Items falling under different categories shall not be mixed up in the same indent.

22.1.3 It should also be ensured by the indenter that maximum possible consolidation of the requirements of each item is made as far as possible. The requirements should not be split without a valid reason.

22.1.4 In respect of indents for proprietary / specified brand goods, the indenter should furnish technical reasons for the choice of such goods. Indenter should also furnish proprietary goods certificate / specific brand goods certificate duly signed by the indenter and approved by the indent approving authority as per powers delegated.

22.1.5 The indenter should certify availability of funds, to cover the items to be purchased, by clearly indicating the budget code number.

22.1.6 EMERGENT/ URGENT Indents: Where goods are required to be procured urgently, the indent should be boldly marked "**EMERGENT/ URGENT**". The indenter should specify the need for procurement on urgent basis and the competent authority, as per powers delegated, should approve the same. Unless absolutely necessary

and essential, indents should not be marked in this fashion. The quantities indented should be kept to the minimum, consistent with urgent requirements.

22.1.7 Raising indents without budget sanction: In exceptional cases processing of indents for purchase of high value and long lead items having value more than 1.0 crore can be done without specific budget provision for the current year or the following years, provided such cases are cleared for processing by the Director. However, purchase orders should be placed only after release of budget.

22.2 INDENT APPROVAL

22.2.1 The following authorities are authorized to raise and approve the indents:

Sr. No.	Estimated cost of items shown in indent	Indent raising authority (Indentor)	Indent approving authority
1	Up to Rs 1.0 lakh	Scientific/Technical Assistant- C & D	Section Head/ Division Head
2	Above Rs1.0 lakh	Engineer/Scientist-SC or Scientific/Technical Assistant-E and above	Group Leader or Independent Division Head

Note: All indents should be raised only by regular staff members of IPR.

22.2.2 In case of change of specification of an indented item, requiring revised or fresh quotation, a fresh indent should be raised by the indentor with revised specifications, canceling the original indent.

22.2.3 In case of increase or likely increase of expenditure from the existing financial sanction amount, the concerned indentor should obtain the revised financial sanction, covering the increase or likely increase, duly approved by the Group Leader/Competent authority before commitment is made for the increase in expenditure.

22.2.4 Previous purchase references and all known sources of supply should be furnished in the indent by the indentor. The Purchase Section shall compile a list over a period of time from the already processed indents.

22.2.5 Estimated cost of domestic items given in those indents, which are being referred to NAC, should consist of approximate basic value of the items and about 15% may be loaded in the basic cost of the material towards packing, forwarding, freight, insurance, taxes and duties. It should be supported by break-up/ working sheet of the estimated cost or previous purchase reference, properly escalated, giving valid justification for basis of escalation. To arrive at a reasonable estimate, as far as possible, indentor should obtain and make use of budgetary price. The estimate should be on the basis of prevailing market rate, economic indices for the raw material/ labour. Price list, catalogue price and website can be referred to while making estimate.

22.2.6 In case of estimated cost for an imported item, foreign exchange rate variation (for past data in foreign currency, escalation as prevalent abroad should be taken in foreign currency and subsequently converted to rupees at present level) may be taken into account. About 15% may be loaded in the basic value of the imported material towards packing, forwarding, freight, insurance, clearance charges and customs duty. Care should be taken while working out the estimates, as these will have a bearing at purchase recommendation stage about reasonableness of price. Future variations in foreign exchange rate from the date of indent need not be taken into account. While working out the estimated cost of an item, all cost elements thereof and market conditions such as inflation, recession, competition, etc., should be taken into consideration so that the estimated cost so worked out is comparable with the market price of given specification / quality of product.

Detailed cost estimate sheet should be attached with the indents, which are being referred to NAC for approval.

22.2.7 The required delivery period shall be clearly indicated in Indent. Provision should be made for processing time taken for an indent to be converted into purchase order with estimated delivery period. The delivery dates should be consistent with project requirements.

22.2.8 The following details should invariably be mentioned in the indent:

- a. Mode of tendering suggested for cases falling under NAC's purview.
- b. Detailed tender document including drawings, if any.
- c. Previous purchase order reference, if any.
- d. Source of supply.
- e. Pre bid meeting, if considered necessary.
- f. Stage-wise and/or Pre-Despatch Inspection ('PDI') requirement, wherever necessary.
- g. Preferred mode of dispatch.
- h. Installation and commissioning details, if applicable.
- i. Acceptance details
- j. Details of Free Issue Material ('FIM'), including its quantity, value, remaining quantity to be returned back by party, approx. percentage of accountable and unaccountable wastage, if applicable.
- k. Special packing and handling requirements, if any.
- l. Whether to place order on more than one supplier,
- m. Any other relevant details.

Application note and basis of estimate should be furnished for the indents being referred to NAC.

22.2.9 In case the Indentor proposes Single Tender/Limited Tender/Dispensation of Public Tendering mode, adequate justification to fulfill the conditions for going in for this mode of tendering for purchase, should be furnished. The decision for tendering mode should be taken by the Need Aspect Committee, keeping in view the purchase procedure and the nature of items to be procured from the likely sources of suppliers.

22.2.10 Indents whose value exceed Rs 25.0 lakh should be accompanied with a complete tender document, containing detailed technical specification and special Terms & Conditions, drawings, if any, price bid format, data sheet to be filled in and returned as well as incorporating a specific condition for rejection of an offer on account of non-compliance of tender specifications and/or tender document.

22.2.11 Any other relevant or special conditions should invariably be mentioned in the tender document by the indentor. The Purchase Officer will add the General Conditions of Contract to the tender documents.

22.2.12 After the bids are opened, Purchase Section shall prepare commercial Comparative Statement ('CST') taking into account packing and forwarding, taxes, duties, freight, insurance, etc., whereas Technical Comparative Statement ('TCST') will be prepared and kept in the file by the indentor.

22.3 NEED ASPECT COMMITTEE

22.3.1 All indents, where estimated unit value of single item exceeds Rs 5.0 lakhs or total indent value exceeds Rs 10.0 lakh, will be referred to the Need Aspect Committee ('NAC'), constituted by the Director, for scrutiny and approval.

22.3.2 The indents raised for the items mentioned below need not be referred to NAC, irrespective of the indent value. However, the indentors should ensure that such indents are raised on need basis, with actual quantity required duly approved by the competent authority.

Sr. No.	Indents related to	Shall be cleared by
1	Furniture, Air conditioners, Air coolers, Water coolers, etc.	Campus Development Committee
2	Desktop Computers, Laptops, Printers & Computer related items	Computer Need Aspect Committee

3	Stores stock items	Chairman, Stores Committee
4	Indents related to External Projects	Competent Committee
5	Telephones, Copier Machine and Fax Machine	Dean
6	Printing of IPR Annual Report, periodicals etc.	Publication Committee

22.4 CONSTITUTION OF VARIOUS PURCHASE RELATED COMMITTEES

The Director, IPR shall constitute the following committees for processing purchase indents:

- a. Need Aspect Committee (NAC)
- b. Tender Opening Committee (TOC)
- c. Junior Purchase Committee (JPC)
- d. Senior Purchase Committee (SPC)
- e. Tender Award Committee (TAC)

22.5 Brief roles/ functions of the above Committees are as under:

(a) Need Aspect Committee (NAC)

This Committee will carry out thorough scrutiny of all technical specifications, drawings, etc., submitted with the indent and hold detailed discussion with the indenter. Modification(s), if any, in the specifications/ documents/ drawings will be suggested by NAC. If felt necessary, Chairman, NAC shall refer the cases to extended NAC consisting of experts from relevant field either from IPR or outside IPR for their comments/ recommendation. Alternatively, he may ask for specifications and drawings approved by competent authorities. The mode of tendering will also be decided by the NAC.

(b) Tender Opening Committee (TOC)

The Tender Opening Committee (TOC) shall open all purchase tenders received in response to IPR enquiries and all members of the TOC will sign on the tenders/ quotations received. This Committee will have members drawn from Purchase, Accounts and Administration sections.

(c) Junior Purchase Committee (JPC)

All purchase files for indents valued above Rs 2.0 lakh and upto Rs10.0 lakh (basic cost of items) will be referred to this Committee by the Purchase section. A senior scientist/ engineer will head the Purchase Committee and it will have members drawn from Purchase and Account sections in addition to technical and scientific members. Expert may also be included in this Committee depending upon the merit of each case. The JPC will examine the files, in detail, technically, commercially and procedurally, and make recommendation for procurement. Indenter will also be called in JPC meeting. A Sub-committee constituted by the Chairman, JPC can hold techno-commercial discussions with the vendors, wherever necessary.

(d) Senior Purchase Committee (SPC)

All purchase files for indents valued above Rs 10.0 lakh and upto Rs 1.0 crore (basic cost of items) will be referred to this Committee by the Purchase section. The Purchase Committee will be headed by a senior scientist/engineer and it will have members drawn from Purchase and Account sections in addition to technical and scientific members. Expert may also be included in this Committee depending upon the merit of each case. SPC will examine the files, in detail, technically, commercially and procedurally, and make recommendation for procurement. Indenter will also be called in SPC meeting. A Sub-committee constituted by the Chairman, SPC can hold techno-commercial discussions with the vendors, wherever necessary.

(e) Tender Award Committee (TAC)

All purchase files for indents valued above Rs 1.0 crore will be referred by Purchase section to the Tender Award Committee constituted by the Director from time-to-time. The Director, IPR or his nominee will be the Chairman of this Committee and it will have Purchase Officer, Accounts Officer, Indentor, Scientists and Engineers as members. External Experts may also be included in this committee if required. The TAC will study the files, in detail, technically, commercially and procedurally, and recommend the award of the contract. The TAC may also hold techno-commercial discussions with the vendors, if it feels necessary, before making recommendation. The Director, IPR will approve the recommendation of the TAC.

22.6 TENDERING PROCEDURES

22.6.1 Public Tender (PT) – Indigenous Purchase

Public Tender ('PT') shall normally be invited in case of purchases where the total estimated cost of the indent exceeds Rs 25.0 lakh. The tender notice along with a complete tender document shall be made available on the Institute's website and it will be downloadable. In order to give wide publicity and to generate enough competition, tenders should be published in leading National Newspapers. Copies of the tender notice should be sent to all the known suppliers.

22.6.2 Tendering procedure for Foreign Purchases

The indents related to FOREIGN purchases shall be processed only on **LIMITED TENDER BASIS**. The Indentor shall generally furnish the sources of supply for foreign origin/ imported purchases after thorough study of the requirement and sources available. Proof of survey conducted by the indentor to find out the sources should be submitted along with the indent. However, wherever required the NAC will take a decision to float Public Tender for foreign indents also.

22.6.3 Lack of Competition (For Public Tender and Limited Tender)

Sometimes the Purchase section may not receive sufficient number of tenders against Public Tender ('PT') and Limited Tender ('LT'). A situation may also arise where, after analyzing the tenders, the Purchase section ends up with only one responsive tender. In such a situation, the Purchase section is required to first check whether, while floating/ issuing the tender enquiry, all necessary requirements like standard tender enquiry conditions, industry friendly specifications, wide publicity, sufficient time for formulation of tenders, etc. were fulfilled. If not, the tender is required to be re-floated after rectifying the deficiencies. However, if after scrutiny it is found that all necessary aspects were fully taken care of and in spite of that there was only one responsive tender, then order/contract may be placed on that tenderer, provided the technical specifications are met and the quoted price and delivery period are also reasonable.

Note:

Even if only one tender is received against a Public Tender, the same will be opened without resorting to extension of due date or re-tendering.

Tender Documents

22.6.4 The terms and conditions stipulated in the tender documents should be quite clear and sufficient. Care should be taken to avoid unnecessary vague and conflicting provisions, which may result in dual interpretation and disputes.

22.6.5 The following important clauses may be incorporated in the tender document, to safeguard the interest of IPR, as they have indirect financial implications in the evaluation of offers and execution of the contracts:

- a. The date and time for receipt and opening of tenders should be clearly highlighted.
- b. Clause relating to Earnest Money Deposit ('EMD'): The primary objective of submission of EMD is to establish the earnestness of the bidder so that he does not withdraw, impair or modify the offer within the validity of the bid. It also helps in restricting, if not eliminating ©speculative©, ©frivolous© or ©wait and see bids©. Since any relaxation in submission regarding EMD has financial implications, besides giving encouragement to the bidders to submit frivolous bids as indicated above, the terms and conditions should clearly stipulate that the offers received without EMD would not be considered. Normally, EMD should be accepted only by Demand Draft, and not in any other form.

The requirement of EMD may be waived in case of new technology products that require vendor development

as determined by the Director. Firms who are registered with DGS&D & NSIC are exempted from payment of EMD subject to submission of valid registration certificate with the bid. EMD will be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender. The EMD of the successful tenderer shall be refunded after the Security Deposit, as called for in the contract, is received. The EMD of unsuccessful bidder shall be refunded after finalization of the tender.

- c. **Delivery Schedule:** In order to meet the project requirement, it would be prudent to incorporate an acceptable range of delivery period with the stipulation that no credit will be given for earlier deliveries and that offers with delivery beyond the specified dates will not be considered.
- d. Evaluation/loading criteria with respect to the important terms, like, payment, delivery period, performance bank guarantee, etc., having financial implications need to be specified in unambiguous and clear terms in the bid documents so that the evaluation of bids, after tender opening, could be made in a transparent manner without any subjectivity.
- e. Terms relating to pre-dispatch inspection, arbitration, liquidated damages for the delayed supplies, etc., are to be clearly specified
- f. Detailed technical specifications, eligibility criteria including performance parameters and the technical evaluation criteria, if any, need to be mentioned in the tender document.
- g. It needs to be ensured that the evaluation of tenders is not based on conditional discounts, and that suitable clause should be incorporated in the bid documents.
- h. Web site of IPR should be indicated in the tender notice.
- i. With a view to have wide, fair and adequate competition, it is important that sufficient time, say, 4-6 weeks in case of Advertised Tender, 2-3 weeks in case of Limited Tender and 2 weeks for Single Tender is allowed, except in cases of recorded emergencies, wherein also a reasonable time should be permitted and tenders should be sent by faster means, like, speed post/fax/courier/e-mail, with due consideration to security of the documents. There should be no hesitation in giving longer period than the ones indicated above, based on the complexity of the tender, e.g., tender for turnkey packages, etc.
- j. Proper arrangement for receipt of tenders through tender box should be made.
- k. Any change in the tender terms and conditions, specifications and tender opening date, etc., should be notified to all the bidders, sufficiently in advance, with the revised tender opening date and time, in order to give equal opportunity to all the bidders and to maintain sanctity of tendering system.

22.6.6 List of Suppliers:

A list of recognized and reputed suppliers shall be prepared and maintained by the Purchase Section. IPR may also obtain the suppliers' list from ITER-India, Space Application Centre (SAC) and Department of Atomic Energy (DAE) or DAE units. The lists thus collected can be used as sources of suppliers. Vendor Registration may also be made by advertisement in Newspapers. A Committee constituted by the Director shall recommend the list of vendors to the Director for approval. The list should be reviewed and amended/updated periodically. Inclusion and deletion of suppliers should be done only with the approval of the Committee. Care should be taken to ensure that Authorized Dealers/ Stockists are included in the list of suppliers. Sources suggested by indentors should also form a part of list of suppliers.

22.6.7 Cost of Public Tender Documents (TENDER FEE):

22.6.7.1 The tender documents may be issued against submission of tender fee prescribed by IPR from time to time. Tender Fee should be accepted only by Demand Draft and not in any other form.

22.6.7.2 Tender documents can be downloaded by tenderers from IPR website. In case a tenderer is using the documents and forms downloaded from the website, the cost of tender documents can be sent by the tenderer to the addressee in the form of Bank draft attached to a forwarding letter in the envelope containing the quotations; otherwise tender will not be considered.

22.6.8 Free supply of Public Tender Documents

One set of tender documents, if requested, can be supplied free of cost to Government Departments, Public Sector Undertakings (both Central & State). Tender documents, if requested, can also be supplied free of cost to Small Scale Industries Units borne on the list of National Small Industries Corporation and parties

registered with DGS&D subject to production of proof of valid registration certificate.

22.6.9 TWO PART TENDER (TPT)

Tender for the indent, as suggested by the indenter or NAC, should be processed as Two-Part-Tender (TPT) as follows:

i)

Part – A (Technical & Commercial bid without price)	Containing the Technical & Commercial Terms & Conditions without price.
Part – B (Price Bid)	Containing price alone

ii) This tendering procedure may be adopted only for complex systems/turnkey projects/high value equipments, wherever considered feasible and necessary for the purpose of technical scrutiny. Indent approving authority can make a recommendation in this regard and the same may be stated in the indent.

iii) With a view to get wide publicity and to generate competition, the Two-Part-Tender should be published in leading National Newspapers. Two Part Tender should be placed on IPR website. Copies of Tender Notice should be sent to all known suppliers.

iv) In order to ensure the finalization of Two-Part-Tender Contract in time bound schedule, all endeavor should be made to give due thought to the technical specifications and, as far as possible, various options in specifications should be avoided while preparing tender documents. Besides, unnecessary questions after opening of Part-A (Technical & Commercial terms and conditions without price) should be avoided, so as to eliminate the ground to the bidder to revise the price bid after opening of Part-A.

v) In case of technically complex indents, if revision of specifications becomes necessary, all the bidders who had responded against TPT should be intimated about such revision. Further, revision duly incorporated should also be put up on IPR website.

vi) TPTs received on or before the due date are to be considered as valid offers. Any TPT received after tender due date and time should be considered as late tender, the said tender will be returned to the vendor as it is. However, photocopy of the envelope/packet (top portion) should be kept in the file for records. Part-A will be opened for evaluation. The price bids are to be kept unopened in safe custody till evaluation and finalization of technically acceptable bids.

vii) Regarding opening of price bids, it is reiterated that in the first instance, technical evaluation of all bids need to be completed, including clarifications/ discussions with the bidders. Price bids are to be opened only after technical discussion/presentation is over and detailed technical clarifications obtained and the contract terms frozen as far as technical specifications are concerned. Price bids will be opened as per clause No. (viii) below.

viii) During this process in case any major change in original technical specifications are expected, the parties should be asked to indicate separately the plus/minus impact from the original quote either by amount or percentage from the quoted bid, instead of calling for fresh bids. Once the revised bids containing plus/minus impact are received, both original and revised bids are to be opened, complied, evaluated on a common platform unless the purchase/negotiation committee decides to re-invite the tenders because of material difference in the technical specifications.

ix) The price bids of all short-listed/ selected vendors are to be opened in the presence of attending tenderers or their authorised representatives in case of a Public Tender. Once it has been established that the offers meet the laid down specifications, the question of “grading” or “pick and choose” should not arise. The contract needs to be awarded to the lowest bidder meeting the laid down specifications.

x) Evaluation of the Part-A – (Technical & Commercial terms & Conditions without price) of the bid shall be carried out by a Technical Evaluation Committee (‘TEC’) constituted by the Chairman of respective Purchase Committees, or the Director in case of purchase value above Rs 1.0 Crore, with representatives from Technical, Accounts and Purchase Sections. The External Experts, if required, may also be included in the Committee for technical evaluation purposes. Thereafter, report of TEC shall be submitted to the Chairman of the relevant Purchase Committee for approval and for opening of Price Bids of parties recommended by the TEC. The Tender Opening Committee shall open the Price Bids.

22.6.10 PUBLIC TENDER DISPENSATION (PTD)

Where the total estimated value of an indent exceeds Rs 25.0 lakh, the issue of Public Tender can be dispensed

with by the Director under any of the following circumstances. However, the indentor should give proper justification along with the list of recommended parties for PTD with the indent, duly approved by the Group Leader. Purchase section shall refer such proposals to the Director through NAC for approval.

- a) When requirement is urgent, could not be foreseen and delivery schedule cannot be met by adopting the Public Tender mode.
- b) When sources of supply are well known/limited and field is adequately covered and no useful purpose will be served by issuing a PT.
- c) Due to the specific/unique nature of job/requirements, even if a Public Tender is issued more quotations are not likely to be received.
- d) When Stores are reserved for purchase from a specified category of industry as per policy and decision of the Government.
- e) When the Purchase section has already explored field for the same item during 2/3 years preceding the date of tender.
- f) While issuing PTD approved limited tenders, Purchase Section should ensure that all the probable suppliers available in the Section and the sources provided by the indentor are contacted for tenders.

22.6.11 LIMITED TENDER ('LT') – INDIGENOUS PURCHASES

- a. Where the total estimated value of an indent does not exceed Rs 25.0 lakh, purchase may be made through Limited Tender. The Limited Tender can be issued by contacting at least seven firms in the field. The purchase section shall, however, ensure that the field is adequately covered. In case the number of firms is less than seven, the enquiries shall be issued to all known firms in the line with proper recording on the file.
- b. Enquiries may also be sent to all known vendors by email/ fax, wherever possible, but vendors should send quotation in sealed envelope and not by email/ fax.

22.6.12 SINGLE TENDER ('ST')

Indent having an estimated value not exceeding Rs 10.0 lakhs can be considered for processing under single tender basis only in any of the following cases. However, indent having estimated value exceeding Rs 10.0 lakh is to be approved by the Director.

- a) Item is of proprietary/ specific brand goods, which no one else can supply. The indent should be accompanied by proprietary/ specific branded goods certificate, duly approved by the Group Leader.
- b) Items of strict compatibility, such as, spare parts, attachments, additions, ancillaries, accessories to the existing equipment/ component, which are of a proprietary/specific brand product of a single manufacturer. Proprietary/ Specific Brand Certificate duly approved by the Group Leader.
- c) Special item of equipment/plant/machinery for which only one party has been developed by IPR and that is the only source available. A specific note shall adequately justify this at the time of approval of indent by the indent approving authority.
- d) **Procurement of Stores through DGS&D Rate Contracts:** Where DGS&D rate contracts exist, IPR may use the same for placing orders for the items falling under this category.

Adequate justification should be furnished by indentor and approved by the Division Head / Group Leader on (a) or (b) or (c) above. When proprietary spares are purchased at listed price of the manufacturer/ supplier, the Purchase section and indentor shall verify the authenticity of the listed price before referring to the Competent Authority/Committee for approval.

Note:

- (i) *The offer/ bid against Single Tender enquiry if received after the due date specified in the tender shall not be termed as late offer for the purpose of consideration of the offer. Moreover, no formal approval to extend the due date for tender opening in such cases is needed.*
- (ii) *Public/Limited tender resulting in only one effective technically suitable and acceptable offer for all the items included in tender enquiry shall be treated as single tender for the purpose of exercise of the powers.*

22.6.13 CHECK LIST AND ISSUE OF TENDER INQUIRY

- a. The Officers in Purchase Section should verify the following points before inviting the tender.
- b. Indent has been marked either LOCAL or FOREIGN.
- c. Indent has been approved by Competent Authority as per existing delegation of powers.
- d. Correct budget code has been indicated by indenter in the indent in appropriate column.
- e. Sources of supply is furnished by the indenter
- f. Delivery requirement is clearly indicated. Special packing and handling details, etc., may be indicated.
- g. Requirements given in indent by indenter have been reflected in the tender and all enclosures of technical requirement/specification/ drawing, etc., are available and enclosed with tender.
- h. In case of indent for Proprietary Item/Specified Brand Goods/Single Party justification has been furnished and available with the indent along with Proprietary/Specified Brand Goods/Single Party Certificate.
- i. Special terms and conditions, if any, have been enclosed with tender
- j. Price Bid format, data sheet to be filled in and returned, inspection details and any other special conditions to be specified in the indent.
- k. PTD approval is furnished (if applicable)
- l. Mode of purchase chosen, e.g., PT/LT/ST/ Telephonic Quotation, etc., is procedurally in order and approved by the authority.
- m. Sufficient copies of complete technical specifications, drawings and special terms and conditions, if any, are furnished.
- n. After due verification of all the aspects of tender, Purchase Section shall issue tender documents to the vendors.

22.6.14 EXTENSION IN DUE DATES, ITS SUBMISSION AND OPENING OF TENDER

- i) Normally, the request for extension in due dates, its submission and opening of the tenders should not be entertained. Extension in due dates for submission and opening of tenders (Public/Limited Tender) may be considered in any of the following cases:
 - a) Force Majeure / natural calamities, road blockade, general strike of posts or transport, floods, etc., in the particular area from where potential tenderer is seeking extension in time.
 - b) Due to change in tender specifications / conditions.
- ii) In the case of request received against Public Tender, the indent approving authority, i.e., Group Leader/Division Head, should satisfy himself about genuineness and reasonableness of the above stated conditions before according approval for extension in due dates.
- iii) The Purchase section may consider the extension of time with the approval of indent approving authority. The time to be allowed for submission of tenders on account of extension can be decided by the Purchase section and the indenter.
- iv) Any extension in due date for a Public Tender (Single/Two Part) shall be communicated by advertisement in newspapers. A Corrigendum for extension of due date of Public Tender (Single/Two Part) shall be issued in the same newspapers, in which tender notice was initially published. A copy of corrigendum should be forwarded to all the parties to whom the tender documents were issued, including responded parties. In case of Limited Tender, a written intimation should be sent to all bidders to whom enquiries have been issued.

22.7 EXPRESSION OF INTEREST ('EOI')

Wherever uncertainty exists, market can be surveyed by issuing notice in leading newspapers inviting Expression of Interest (EOI) for turn-key projects, hiring external professionals, firms, consultants, out sourcing of services, inspection agency or any other category falling under services. Copies of press note can be sent to known sources in addition to placing on IPR website. After evaluating the EOI proposals by a Committee appointed by the Competent Authority, a panel of qualified parties may be asked to submit quotation, either Single Part or Two Part, and procurement/ availing services can be finalized following the approved purchase procedures. For complex and major deliverables that are subject to changes due to IPR design modifications, the EOI may be used to start procurement activities.

22.8 CONSULTANCY CONTRACTS / MEMORANDUM OF UNDERSTANDING (MOU)

- 22.8.1** A committee constituted by the Director will identify the Consultant/ party and make recommendation for awarding consultancy contract. The committee shall ensure that the recommended consultant/ party has the requisite qualification and experience to undertake and execute the assignment. The recommendation of the committee will be submitted to the Director for approval.

22.8.2 IPR may enter into MOU, generally taking into account the procedure mentioned above for appointment of Consultants. However, MOU's can be signed with Public Sector Undertakings and Research Institutes only.

22.9 TENDER OPENING

22.9.1 Late tenders

22.9.2 Late tenders, i.e., tenders received after the specified date and time of receipt, shall not be considered. As an exception, in respect of a single tender, the due date is fixed only to ensure timely receipt of tender, and if no response is received by such due date, the Purchase section may extend the due date suitably.

22.9.3 Opening of Valid Tenders

22.9.4 While opening tenders, each tender should be numbered serially, initialed and dated on the first page by the members of the Tender Opening Committee. Each page of the tender, particularly the pages containing the prices, important terms and conditions, etc., should be encircled and initialed by the members of Tender Opening Committee. Alterations in tenders, if any, made by the tenderers on the tenders, which are observed at the time of opening of tenders should also be encircled and initialed, preferably in red ink. Whenever any erasing/striking off/over-writing is observed, the substituted words should also be encircled and initiated in red ink, and the fact that such erasing/striking off /over writing of the original entry was present on the tender at the time of opening of tenders should also be recorded. The Tender Opening Committee shall use a format for recording the names of parties whose quotations have been opened. All the members of the Tender Opening Committee shall sign on the aforesaid format.

22.9.5 The tenders received through fax, on or before the due date and time, also have to be considered as valid tenders. To ensure that suppliers are able to respond in time, Purchase Section should indicate in their enquiry, fax number/s through which suppliers can send their offers. Such fax machine locations will have to be checked for fax responses up to the time fixed for receipt of tenders/quotations. In spite of such an arrangement, if the suppliers were to fax their offers to some other machine of IPR and such tenders, if not received by Purchase Section before due time and date, should be treated as invalid tenders. In case of two part tenders, or cases involving high value, or where secrecy of price need to be preserved, only sealed quotations are to be invited.

22.10 EVALUATION & RECOMMENDATION OF TENDERS

22.10.1 The originators of the indents shall make recommendations on valid offers received. In a case, where an offer other than the lowest one is recommended, the officer, who approves the indent in the first instance and also endorsed by the next higher authority, should duly confirm such recommendations. In the case of rejection of lower offers, the reasons thereof should be recorded.

22.10.2 After the indenter's recommendations, the Purchase Section will process the case further and obtain the approval of the Competent Authority/ JPC/ SPC or TAC constituted by the Director from time to time.

22.10.3 Evaluation of offers with advance payment and early delivery: Where a supplier insists upon advance payment, which is more than the amount what has been indicated in the tender enquiry, it is essential to appropriately load the cost of interest on the additional amount of advance, while evaluating the offer. The methodology to be adopted for such costing/ loading has to be transparent and to be made known to the tenderers. The purpose of this exercise is to bring out the realistic cost, so as to facilitate the best purchase decision. Selection should be made from the offers, which meet the delivery requirements, and no weightage should be given for unnecessary early delivery, if it was not indicated in the tender. Annual Maintenance Charges (AMC) will have to be taken into account, if it forms a part of the tender, for the purpose of cost comparison.

22.10.4 When the tenders are under examination, no other authority should be allowed to make queries or call for reports; since, apart from the impropriety involved, these would lead to delays in taking decisions.

Technical & commercial clarifications from the vendors should be obtained through purchase section only.

22.11 ACCEPTANCE OF OFFERS MORE THAN THE ESTIMATED COST AND NEGOTIATIONS (NON PRICE CLARIFICATIONS AND NEGOTIATIONS FOR TERMS, NORMALISATION, ETC.)

22.11.1 The Authority competent to approve the Purchase, may accept a tender over & above the estimated cost mentioned in the indent, provided he/she is satisfied with the justification given by the indent approving authority for the difference between estimated cost and the cost above it & the reasonableness is duly certified.

22.11.2 Normally, no price negotiations with suppliers are to be resorted to, as the tender invitation itself would be self-contained with comprehensive specifications, terms and conditions, with an objective of getting the best possible offers without any need for negotiations. In case more technical/commercial information is needed to evaluate the offers on a common platform, it is desirable to call for such clarifications in writing from the parties. However, where the quoted price is not considered reasonable, and no proper justification for higher price exists in the opinion of contract approving authority, price negotiation with the lowest technically acceptable supplier can be initiated, subject to the guidelines issued by Chief Vigilance Commissioner ('CVC') from time to time.

22.11.3 Where price negotiation is to be conducted, the following guidelines should be adhered to:

- a Price negotiation may be held with a supplier quoting technically acceptable lowest quotation, in exceptional situations, like, procurement of proprietary items, items with limited sources of supply and items where there is a suspicion of a cartel.
- b Convincing reasons and justification must be furnished by the indent approving authority, while recommending a case for price negotiation.
- c Price negotiation may be done by a Committee approved by the Director / Chairman, SPC/JPC, with representatives from Technical, Finance, Purchase Sections of IPR and External member/s, if needed.
- d Purchase Section should convene the meeting for price negotiation.
- e In the case of Single Part Tender, negotiation is to be carried out only with the party quoting the lowest offer out of technically acceptable offer(s). However, negotiation with other parties can be considered, only when the order quantity is to be awarded to more than one party.
- f In case of Two Part Tender, negotiation with more than one party can be considered, only when the order quantity is to be awarded to more than one party. Reasons in writing are required to be furnished and got approved by the next higher authority, above the approving authority.

Note:

- (1) *If necessary, even at the time of inviting tenders, IPR may specifically state that, it would like to have more than one source of supply and that the final orders will be given to most eligible ones.*
- (2) *If the quantity to be ordered is much more than a single supplier can supply, the purchase orders may be distributed in a manner which is fair, transparent and equitable.*

22.12 CONDITIONS FOR ACCEPTING OFFER OTHER THAN THE LOWEST

22.12.1 The total evaluated price of all the offers shall be compared on one to one basis; and if lower offer/s is/are ignored, a detailed justification for doing so shall be furnished. The technical parameters on which the lower offer/s is/are considered unacceptable shall be clearly stated in the purchase recommendation by the indenter and approved by the approving authority.

As far as Two Part Tender is concerned, the question of accepting an offer other than the lowest one will not arise, since the technical evaluation of the bidders is carried out before opening of the price bid.

22.12.2 The authority competent to approve the award of Purchase Contract may accept the tender other than the lowest, provided the full contract value is within the powers delegated to the concerned authority. Further, the concerned authority, while accepting the tender other than the lowest, shall fully satisfy himself/herself with the merit of the case, and record full and proper justification for doing so in his/her proposal.

22.13 PRE-QUALIFICATION, SHORT LISTING and EMPANELMENT OF SUPPLIERS

If considered necessary, short-listing of suppliers for specific items may be carried out by way of Public Tender, by giving quantified criteria and qualifying norms. A Committee appointed by the Director, with representatives of appropriate levels from Technical, Finance and Purchase sections, will evaluate offers so received. External technical experts can also be included in the Committee, at the discretion of the Director. The recommendations of the Committee shall be submitted to the Director for approval.

The short listed suppliers, duly approved by the Director, shall be contacted for quotation.

22.14 PURCHASE APPROVAL

All purchases shall be approved as per the following delegation of powers:

Sr. No.	Designation	Approval Limit
1	Assistant Purchase Officer	Up to Rs 25,000/-
2	Purchase Officer – I	Up to Rs 50,000/-
3	Purchase Officer – II	Up to Rs 1 lakh
4	Chairman, Senior Purchase Committee	Above Rs 1 lakh and up to Rs 2 lakhs
5	Chairman, Junior Purchase Committee on recommendations of Need Aspect Committee	Above Rs 2 lakhs and up to Rs 10 lakhs
6	Chairman, Senior Purchase Committee on recommendations of Senior Purchase Committee	Above Rs 10 lakhs and up to Rs 20 lakhs
7	Director on the recommendation of Senior Purchase Committee	Above Rs. 20 Lakhs and upto Rs. 100 Lakhs
8	Director on the recommendation of the Tender Award Committee	Above Rs. 100 Lakhs.

Note:

- (1) *Unless otherwise stated, the value stipulated in this delegation is basic price, excluding duties, taxes, freight, etc.*
- (2) *Lowest technically suitable offer means the lowest among the tenders received, which conform to the technical specifications specified in the tender enquiry.*

22.15 EXCEPTIONS (CASES NOT TO BE REFERRED TO PURCHASE COMMITTEES)

The following cases need not be referred to Purchase Committee.

- (b) Amendment to purchase order not involving financial implications
- (c) Amendment to Purchase order on account of applicable statutory variations
- (d) Cancellation of order in part or in full and reinstatement of cancelled order.
- (e) Order placed with reference to DAE/DOS rate contracts.
- (f) Order placed with reference to DGS & D rate contracts
- (g) Amendments resulting in order value increase upto Rs.50,000/- .
- (h) Case cleared by Tender Award Committee

However, post facto approval of Chairman of the Committee/Director shall be obtained in respect of cases involving financial implications.

22.16 SIGNING OF PURCHASE ORDERS, INCLUDING AMENDMENTS TO IT

All purchase orders shall be signed by the officer/s designated for the purpose by the Director, subject to the approval of competent authority.

22.17 SIGNING OF CONTRACTS

Chairman, Senior Purchase Committee or a person authorized by the Director shall sign all the contracts on behalf of IPR.

22.18 REPEAT ORDER

A repeat order, based on an earlier purchase order, can be placed on the same terms and conditions as in the original

purchase order, subject to the following conditions:

- a Within twelve (12) months from the date of original order.
- b Only one repeat order can be placed based on the original order. However, one more repeat order can be placed in case of extreme urgency. The total quantity and value, ordered under both the repeat orders put together, should not exceed the original quantity and value.
- c The quantity, to be ordered on repeat order basis, does not exceed 100% of the quantity as per the original purchase order or Rs 10.0 lakh in value, whichever is less.
- d The items to be ordered in repeat order should be of identical specifications.
- e The Purchase Officer should be satisfied that there is no downward trend in the market price.
- f The original purchase order should have been placed on the basis of lowest technically acceptable offer.
- g In case of proprietary items, the repeat order can be placed even if original PO was placed on single tender basis.
- h Ensure that the supplier is willing to accept a repeat purchase order on identical terms and conditions. Possibility of getting quantity discount should be explored prior to placement of repeat order. Results of such efforts should be recorded in the file.
- i Repeat order cannot be placed if the original order was placed on urgent/emergency basis, or an order placed on 'preferred delivery' basis, or on lack of competition basis.

22.19 RATE / RUNNING CONTRACT

- a. Rate contract can be concluded with one or more suppliers for a specific period for the supply of specified stores at the specified rates with no quantity stipulation. This is applicable for items where there is regular & recurring demand, and the price of such item is not subject to appreciable fluctuation.
- b. Running contract is a contract concluded with one or more suppliers for a specific period for the supply of specified stores at the specified rates with specified quantity.
- c. Rate or Running Contract shall be concluded based on Public/Limited Tender for an appropriate period, but not exceeding two years at a time, except for proprietary/branded items. However, in case of proprietary items, the approval of Chairman, Senior Purchase Committee/Director shall be taken. Subsequently, the rate contract may be entered into on single tender basis for such items. Wherever listed prices are available for such proprietary items, discount structure on the listed price shall be negotiated with the supplier at the time of entering into rate contract.
- d. Rate Contract should be placed only on manufacturers or their approved/authorized dealers, who are capable of supplying the stores as required.
- e. Quotations for Rate Contract should be invited for slab quantities, and contract concluded accordingly.
- f. Where a valid Rate Contract concluded by DGS&D exists, such rate contract can be operated by IPR. Similarly a Rate Contract concluded by DAE/DOS may also be adopted, subject to the willingness of the supplier.
- g. Instead of piecemeal purchase of items of recurring needs from various sources, direct purchase be made from manufacturers or their authorized distributors.
- h. Fall Clause: The price/s charged for the stores supplied under a contract by the supplier should, in no event, exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period of the contract.
- i. IPR reserves the right to enter into parallel Rate Contract simultaneously, or at any time during the period of the Rate Contract with one or more tenderers, to place *ad hoc* contracts simultaneously or at any time during the period of the Rate Contract with one or more tenderers, and to terminate the contract by giving one month's notice.
- j. The successful tenderer shall maintain sufficient stocks with it at the station and shall make deliveries against supply orders from such stocks as and when required.

22.20 BUY BACK OFFER

When it is decided, with the approval of the competent authority, to replace an existing old item with a new one with better version, IPR may trade the existing old item while purchasing the new one. For this purpose, a suitable clause is to be incorporated in the bidding document so that the prospective interested bidders formulate their bids accordingly. Depending on the value and condition of the old item to be traded, the time as well as the mode of handing over the old item to the successful bidder, should be decided and relevant details in this regard be suitably incorporated in the bidding document. Further, suitable provision should also be made in the bidding document to enable the purchaser either to trade or not to trade the item while purchasing the new one.

Note:

- (1) *Items such as Printers, PCs, Laptops and computer related accessories, Copiers, Fax Machines, TVs, Air Conditioners, Water Coolers, Refrigerators, Cell phones, etc. generally fall under Buy-Back*

- category. However, any other items can also be considered under Buy-Back category by IPR.*
- (2) *Whenever capital value items, at the discretion of the Director, are considered under Buy-Back category approval of the competent authority, post facto or otherwise, is to be obtained for write off of such items.*

22.21 CASH PURCHASE AND LOW VALUE PURCHASE

22.21.1 Cash Purchase :

Where the value of purchase does not exceed Rs 5,000/-, procurement can be effected against cash payment through imprest. This mode of purchase can be used for procurement of goods except common stock items, which are available in Stores. All items purchased through imprest are required to be entered in stores register. Bill/s and material/s should be shown at security, get them entered in their register and endorsed with. All the bills are to be countersigned by the imprest holder and his/her Section or Division head, who has sanctioned the expenditure. Common stock items, which are available in stores, should not be procured. Imprest holder may recoupe the spent amount by submitting statement of expenditure in prescribed format periodically.

While procuring through imprest, provisions of the Rule 291 of GFR 2005 & para 10-12 of the Civil Accounts Manual Volume-I may be followed.

22.21.2 Low Value Purchase By Telephonic Quotations :

Where the total value of an indent exceeds Rs 5,000/-, but does not exceed Rs 30,000/-, quotations may be obtained by telephone from at least three firms wherever possible (unless the source of supply is less than the minimum number) and the same should be recorded by the Purchase Officer. The case will then be referred to the indenter for recommendation. After the approval of the procurement, the Purchase section shall issue a formal purchase order. Telephonic quotations must be followed by a written confirmation from the parties. This mode of purchase should be restricted to off-the-shelf and readily available standard terms. Further the indents to be processed through this mode should be raised for a specific product by giving two or three brand names or model numbers, which are technically at par.

22.22 EMERGENT/ URGENT PURCHASES

- 22.22.1** Where the total value of purchase is up to Rs.15,000/- (basic cost), the procurement of goods can be made without inviting quotations or bids on the basis of a certificate to be recorded by the indenting group duly approved by the Group Leader/ Division Head in the following format.

“The goods (namely _____) are required urgently for (provide detailed information about the urgent requirement).

“I am _____ personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at reasonable price”

The Invoice/Bill should be submitted to Account section for payment after completing all formalities.

- 22.22.2** Where the total estimated value of an indent is less than Rs.1,00,000/-(basic cost), a committee constituted by the Chairman, SPC consisting of three members of appropriate levels will survey the market and obtain minimum three quotations (unless the source of supply is less than the minimum number) and make recommendation on lowest quoted supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under:

“Certified that we _____ members of the purchase committee constituted by the Chairman, SPC are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question”.

22.23 PROCUREMENT FROM GOVT DEPARTMENTS

When it is necessary to procure goods & services from Government Departments/Public Sector Undertakings/Autonomous Bodies due to difficulty in procuring them from Private Sector, or where they are not

readily available in the market; it is not necessary to resort to normal tendering modes, but instead purchase can be effected based on the rates given by the Governmental agencies. Such purchases will be treated in the same way as purchase of items on single tender basis as in the case of "Proprietary items", etc.

22.24 DEVELOPMENTAL ORDERS

For specialized items, where order cannot be finalized by inviting quotations, or when it is necessary to establish a parallel source of supply, pre-tender discussions may be carried out with the approval of the Director through a Committee consisting of the Group Leader/Division Head, Technical Representative, Purchase and Accounts Officers, external expert/s, if necessary, with the prospective supplier(s), and developmental order can be placed with the approval of the Chairman, SPC where the value of the order is up to Rs 10.0 lakh, and with the approval of the Director for orders for value exceeding Rs 10.0 lakh.

22.25 REFIXING OF DELIVERY /EXTENSION OF DELIVERY PERIOD

- a The reasons for delay in supply of material may generally fall in the following 3 categories.
 - Delays attributable to supplier.
 - Delays attributable to Force Majeure or natural calamities.
 - Delays attributable to IPR.
- b In case the contractor/supplier approaches IPR with a request to re-fix delivery schedule, or seek extension of delivery period, such request shall be referred to the authority that has approved the procurement, for review. Group Leader/Division Head should evaluate the request received from the contractor/supplier and make his recommendation. If the recommendation is for re-fixing delivery schedule or extending delivery period, proper justification need to be furnished by the indenter and got approved by the Group Leader/Division Head. The decision of the competent authority whether to accept the request or not, with or without imposing Liquidated Damages ('LD'), will be final.

22.26 PRICE ESCALATION

22.26.1 Purchases should normally be made on firm and fixed prices. However, variations on account of rate of exchange and statutory levies could be allowed as provided for in Clause 25.3 below. Escalation on account of increase in the costs of materials and/or wages should be discouraged. In exceptional cases, where the rates quoted depend very much upon statutory or otherwise controlled prices, etc., or in cases where the material costs are liable to wide fluctuations; escalation in the price of materials may be considered. In all such exceptional cases, where escalations are accepted, the offers and purchase orders should clearly and precisely mention the base price levels and quantities assumed, the variable factors to be applied, and the indices or price documents to be produced for applying for escalations. Increase in base price is not to be allowed. Price escalations occurring during the extended delivery period are also not allowed. Similarly, suitable conditions shall be incorporated in the purchase orders to take advantage of reduction in statutory levies, or prices of materials, etc.

22.26.2 In exceptional cases, the competent authority may accept price escalation, on the recommendation of the original purchase approval committee. When the original order was placed without the recommendation of any Committee, Director can approve price escalation.

22.27 PAYMENT OF ESCALATION AND INCREASE IN STATUTORY LEVIES

- a. As far as possible, all contracts/purchase orders should be concluded on FIRM and FIXED basis. However, in exceptional or unavoidable cases, contract/ purchase order may be concluded by competent authority with Price Escalation/Price Variation Clause ('PVC'). Operation of PVC should be clearly stipulated in the contract/purchase order. No escalation payment clause should normally be agreed upon in purchase contract where original contract delivery period is up to 18 months. If such a clause is to be agreed upon, the Competent Authority shall record the justification for such a clause, at the time of approval of the proposal.
- b. Even in cases where the original contract delivery period is more than 18 months, as far as possible, escalation payment clause in the purchase contract may be avoided.
- c. In cases where escalation clause is accepted and purchase contract provides for the payment of escalation during the contract period, and the contract period is extended due to reasons attributable to IPR, the escalation in cost and increase in statutory levies, if any, to the extent of IPR's delay after the contractual delivery date, can be granted as per escalation clause incorporated in the contract. As far as possible, escalation clause, if at all accepted, should provide for a ceiling, beyond which, no amount could be claimed from IPR.
- d. Further, in case where the purchase contract provides for escalation during its contract period, and delivery period

is extended due to Force Majeure, no escalation during extended delivery period under Force Majeure will be payable. Similarly, increase in the rate of statutory levies that have come into force during the extended delivery period, shall be borne by the Supplier. However, the delivery period can be extended to cover Force Majeure delay without levy of Liquidated Damages ('LD'). Documentary proof regarding Force Majeure conditions is necessary for admitting delay. Force Majeure reasons, as mentioned in sub para (f) below, shall only be considered.

- e. No escalation payment in any form as well as increase in statutory levies for the delays attributable to supplier shall be granted.
- f. Force Majeure means civil commotion, natural calamities, riots, war, serious loss or damage by fire/flood/other acts of God, lockouts and strikes.

22.28 LIQUIDATED DAMAGES ('LD')

- a. Liquidated Damage clause can be made applicable to the orders/ contracts wherever required.
- b. LD as per Purchase Order terms will be recoverable on the total order/contract value due to late supply and due to reasons attributable to the supplier. The LD shall, however, be levied on the accepted basic price, excluding price variation, statutory levies, freight, transit insurance and packing charges, if quoted separately. LD is chargeable @ 0.5% (half a percent) of contract value per week, subject to a maximum of 5% (Five percent) of the total contract value.
- c. Where the contract entered into is a composite one with supply-cum-erection and commissioning activities, and the completion of erection & commissioning is delayed irrespective of the fact whether supply of materials has been made within the original contract delivery period, the contract is to be considered as a whole, and LD based on merits is to be recovered on the total contract value. A suitable clause to this effect shall be incorporated in the tender. However, if the installation and commissioning period is going to be very long, LD can be levied for delay in supply of material only.
- d. In case where P.O. term authorizes payment of 90% and above at the time of supply of goods, the amount to the extent of LD is to be withheld while releasing the payment to supplier, pending regularization of delay.
- e. All cases relating to LD waiver shall be referred to the competent authority for approval.

22.30 INSURANCE

22.30.1 Indigenous goods

For the purchases where the delivery is on ex-works basis, IPR shall arrange insurance. Deliveries on FOR Destination basis, suppliers should be asked to cover insurance.

22.30.2 Foreign goods

Where delivery of imported goods is on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance making the purchaser as the beneficiary. Where delivery is on EX-WORKS/FCA/FAS basis, marine/air insurance shall be the responsibility of the purchaser.

22.31 POST-CONTRACT MANAGEMENT AND MONITORING

- 22.31.1 It is essential to accord priority to the post contract follow up. The delivery period is to be extended on bonafide request only, and not in a routine and casual manner. After expiry of delivery period, IPR should refrain from exchanging correspondence with the supplier. Action should also be initiated for extending the validity of contract and for refixing the delivery time. In case of delay in supplies by the supplier, the liquidated damages, to the extent possible, need to be recovered. Also in case of delay attributable on the part of the foreign supplier, the Letter of Credit extension charges should be on the supplier's account
- 22.31.2 Normally, after conclusion of the contract, any relaxation in the contract terms/specifications should be sternly discouraged. However, in exceptional cases, where the modifications/amendments are considered absolutely essential, the same should be allowed after taking into account the financial implications. Approval of original procurement approving authority is required for any sort of post contract relaxation.

22.32 CANCELLATION/TERMINATION OF CONTRACT FOR DEFAULT

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- i. if the supplier fails to deliver any or all of the stores within the time period specified in the contract, or any

extension thereof granted by the purchaser; or

- ii. if the supplier fails to perform any other obligation under the contract, within the period specified in the contract or any extension thereof granted by the purchaser,

In the event, the purchaser terminates the contract in whole or in part; the purchaser may take recourse to any one or more of the following actions. The termination will not relieve the Contractor from submitting the Performance Bank Guarantee for the portion of the contract not terminated by IPR.

- a the Security Deposit is to be forfeited;
- b the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores which are similar to those undelivered; and the supplier shall be liable for all necessary actions against it in terms of the contract.
- c however, the supplier shall continue to perform the contract to the extent not terminated.
- d recover Liquidated Damages as per the Contract.

Before cancelling the contract and taking any further action, it may be desirable to obtain legal advice.

22.33 TERMINATION OF CONTRACT FOR INSOLVENCY

If the supplier becomes bankrupt, or otherwise insolvent, or goes into liquidation, the purchaser may, at any time, terminate the contract, by giving written notice to the supplier, provided that such termination will not prejudice or adversely affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

22.34 TERMINATION OF CONTRACT FOR CONVENIENCE

After placement of contract, there may be some unforeseen situation compelling the purchaser to cancel the contract. In such a case, the purchaser is required to send a suitable notice to the supplier for cancellation of the contract, in whole or in part, for the purchaser's convenience, *inter alia*, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the purchaser may suitably compensate the supplier on mutually agreed terms for premature termination of the contract. Suitable provisions to this effect are to be incorporated in the tender document as well as in the resultant contract.

22.35 ACCEPTANCE OF STORES, INCLUDING DEFICIT OR EXCESS QUANTITIES

22.35.1 Wherever it is absolutely necessary to accept variations in supplies up to 10% in quantity for items, like, cables, condensers, resistors, certain electronic components, glass materials, fasteners, ferrous and non-ferrous materials, etc., by the Purchase Section in consultation with the indenter, shall verify such variations and report on it. Purchase Orders are required to be amended accordingly; so as to regularise the transactions.

22.35.2 All items of stores received from suppliers by Stores Section shall be inspected before acceptance by the indenter, or by his authorised officer, with the assistance of Stores Section, within 10 days after receipt of intimation from Stores Section. Wherever onsite acceptance is needed, the same shall be carried out by the concerned inspection team/inspector and relevant papers shall be submitted to Stores Section for processing the case for payment. A stores receipt voucher in the prescribed form will be prepared and signed by the Stores Officer and Inspecting Officers/Receiving Officers, etc; and shall be forwarded by the Stores Section to the Accounts Section within 20 days from the date of receipt of stores for making payment or for adjustment of advance payment, as the case may be.

22.36 TERMS OF PAYMENT

22.36.1 The Account section shall deal with all matters relating to payment, and accordingly all bills/ invoices for supplies received in the Stores section shall be sent to the Account section along with Material Receipt Note. Before authorizing payment, the bills shall be verified with reference to the copy of the Purchase Order, Receipt/Voucher, Stores' acceptance, etc. and the payment shall be made, if all papers are in order. If, for any reason, payment cannot be made and any deduction is to be made from supplier's bill, the supplier shall be informed of the specific reasons thereof.

22.36.2 The normal terms of payment are 100% payment within 30 days' time after receipt and acceptance of the materials in good condition.

22.36.3 If, in spite of the stipulation of the normal payment terms, in the tender enquiry, the suppliers insist upon any other terms of payment in their tender, the following could be agreed to:

- a Payment up to 90-95% against proof of dispatch taking into consideration aspects like the supplier's standing and reputation, its/his previous performance; and pre-inspection of the goods at the supplier's premises, wherever considered necessary.
- b In respect of supply against DGS&D Rate Contract, the payment terms accepted by DGS&D may be followed.

22.36.4 In exceptional cases, if insisted upon by a supplier, 100% payment may be released taking into account its/his reputation and previous dealing with it/him. Incorporation of pre-dispatch inspection clause should be specified depending upon the merit of the case.

22.36.5 Where payment against delivery is to be considered, pre-despatch inspection, if it is a part of terms and conditions of the order, should be carried out before delivery of the material. As such, terms of payment in such a Purchase Order should always read as "PAYMENT AGAINST SATISFACTORY INSPECTION/ VERIFICATION AND DELIVERY"

22.36.6 Wherever payment of advance is considered necessary or unavoidable, the interest advantage to the party must be consciously taken into account and allowed after getting an acceptable Bank Guarantee from a Nationalised or Scheduled Bank acceptable to IPR for an equivalent amount, with sufficient validity, so as to fully protect the interest of IPR. Reasonable time should be stipulated for continuation of Bank Guarantee, so that contractual remedies could be enforced, if required. Maximum advance payment should not exceed 30% of the order value to private firms and 40% of the order value to PSU of State or Central Govt. In the case of maintenance contract the amount should not exceed the amount payable for six months under the contract.. A suitable clause, indicating details of advance payment, is to be incorporated in the Purchase Order/Contract. There is no need to insist on the bank guarantee in respect of advances paid to Public Sector Enterprises or Government Departments.

22.36.7 The Bank Guarantee needs to be properly examined with respect to the acceptable format, and any conditions deterrent to the interest of IPR should be got withdrawn before accepting it; besides, verifying the genuineness of the Bank Guarantee from the Bankers. Normally, the Bank Guarantees permitting encashment without any demur and merely on a demand from the purchaser should be accepted. Timely actions for revalidation/ encashment of the Bank Guarantees also need to be taken up so as to protect the interests of IPR.

22.36.8 In order to safeguard the interest of IPR, it would be appropriate to obtain Performance Bank Guarantee for a reasonable amount valid up to warranty period for due performance of the contract The validity of the Bank Guarantee needs to be carefully watched, and whenever any extension in the delivery period is granted, the validity of Bank Guarantee should also be appropriately extended so as to protect the interest of IPR. The genuineness of the Bank Guarantee should also be checked from the issuing Bank. It also needs to be ensured that in installation/commissioning contracts, the guarantee/warranty should be reckoned only from the date of installation/commissioning.

22.36.9 Any other terms of payment can be accepted, in exceptional cases, only with the approval of the Director.

22.37 Payment to foreign suppliers

22.37.1 With regard to the payment to foreign suppliers, the normal terms of payment are against Sight Draft and Letter of Credit.

22.37.2 Full advance payment, if insisted upon by a foreign supplier or, is unavoidable, may be made by Demand Draft or through Wire Transfer subject to approval of the competent authority and as per RBI's directives. The following points need to be observed.

- a The foreign exchange amount is properly worked out and recorded in the file.
- b The figures are reflected in both, figures as well as in words, and the type of currency, especially while recording the total amount payable.
- c Rupee equivalent of foreign currency should be mentioned in the file.
- d Foreign exchange conversion rate adopted and the date when it is adopted, should be recorded in the note/ recommendation/ purchase approval, etc.

- e The note addressed to the Accounts Section for opening of Letter of Credit is required to be signed by the Purchase Officer. L/C format, duly filled in by Purchase Section, should accompany such note.

22.38 **Payment of Agency Commission**

The Agency Commission to the Indian Agents of foreign firms should be paid in Indian Rupees, to be worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of order/contract, and within 30 days from the date of receipt and acceptance of stores. The contract should specifically provide for payment of agency commission only in Indian Rupees together with applicable taxes if any. This has to be incorporated in all contracts with foreign firms, where Indian Agents are involved. In no case, the agency commission to Indian Agents should be paid in foreign exchange.

22.39 **BANK GUARANTEES**

Only Bank Guarantees from Nationalized/Scheduled Bank should be accepted. The Accounts section should verify authenticity of Bank Guarantee from the issuing Bank.

1. **Security Deposit**

Security Deposit (S/D) @ 10% of the basic Purchase Order/Contract value, excluding taxes, duties, etc., should normally be insisted upon for indigenous purchases wherever required. A specific condition to this effect should be incorporated in Tender documents. Security Deposit may be waived for SSIs registered with NSIC for the limit upto which they are registered, subject to production of proof of valid NSIC Certificate and parties registered with DGS&D to the extent of value of their registration, and also PSUs and Govt. Departments. Security Deposit is obtained in the form of Bank of Guarantee from Nationalized/ Scheduled Banks and executed on non-judicial stamp paper of appropriate value. SD is taken for the due performance of an individual contract and become liable to be refunded when the Contractor has duly performed and completed the Contract in all respects and clearance of MRN by Stores. Bank Guarantee obtained towards Security Deposit should be invoked when there is a specific breach on the part of the Contractor and strictly in terms of the relevant agreement. Security Deposit may be reduced to 5% or waived, in cases where the preferred/selected bidder is not agreeing, or due to local laws of bidder's country, to provide 10% Security Deposit, provided any one of the conditions as stated below is fulfilled.

- (i) The reputation and past experience with the supplier in executing orders with DAE/DOS has been good
- (ii) the items are standardized.
- (iii) delivery period is short, i.e., up to 3 months.

2. **Advance Payment Bank Guarantee**

Wherever payment in advance is considered, payment should be released only after getting Bank Guarantee from a Nationalized or Scheduled Bank acceptable to IPR for an amount equivalent to advance payment amount, with sufficient validity, so as to fully protect the interests of IPR.

3. **Performance Bank Guarantee ('PBG')**

If Performance Bank Guarantee is required the same should be stipulated in the Tender documents. Normally, Performance Bank Guarantee for a value of 10% of the basic contract value should be specified in the tender. Performance Bank Guarantee should generally be obtained for equipments/systems designed and manufactured by Supplier with his/its own material /fabrication systems / equipments/ instruments; or for any other item for which Performance Bank Guarantee is required according to the indenter. For raw materials and components, which do not have independent entity and ultimately form part of the main equipment, the Performance Bank Guarantee need not be insisted upon. In cases where Performance Bank Guarantee is not insisted upon, the necessary test certificates, as applicable, should be taken; apart from provision of warranty clauses as per standard conditions. In all cases guarantee/warranty clause should invariably be provided as per Standard/General Conditions of Contract.

The waiver from submission of Performance Bank Guarantee on post contractual basis may be considered, if the party agrees to allow IPR to retain the amount equivalent to Performance Bank Guarantee from his/its supply bill for the entire guarantee/warranty period.

22.40 **DEVIATIONS**

The Director shall have powers for approving and authorizing any deviation from the purchase procedure, including standard terms and conditions of contract. However, reasons for such deviations should be recorded in writing to the satisfaction of the Director. In all such cases, the Director shall take decisions, after consulting the Heads of the Purchase section and the Account section.

22.41 AMENDMENT TO PURCHASE PROCEDURE

The Director shall approve any amendment to this purchase procedure.

22.42 RESIDUAL POWER

The approval of Governing Council is required in order to exercise powers that are not covered in this purchase procedure.

22.43 GENERAL GUIDELINES

The following general guidelines shall be followed scrupulously:

- a The exercise of powers shall be subject to delegation of financial powers and IPR's Purchase Procedure.
- b It has to be ensured, before commencing any procurement or placing orders that the item is included in the approved Project/Budget. If not, approval of the competent authority will have to be obtained.
- c Approval of the competent authority is required in cases where IPR has to necessarily accept special conditions of payments that may be stipulated by the tenderer, whose offer is to be accepted, and in cases of price variation clauses.
- d All purchase cases referred to the Director should be routed through the Group Leader/Division Head/Purchase Officer.
- e In all cases where the value is Rs 100 lakh and above, it is desirable to enter into a contract, instead of placing a purchase order, and the agreed terms and conditions, as reflected in the approved Purchase Committee/Tender Award Committee's report, should be incorporated in the contract, in addition to standard terms and conditions, as applicable. However, depending upon the nature of item to be procured/fabricated, Purchase Committee/ TAC, as the case may be, can take a decision as to whether to enter into a contract or to issue a purchase order, where the value is more than Rs 100 lakh.
- f All tenders should be finalized within a reasonable timeframe. However, it should be ensured that tenders are invariably finalized within their validity period.
- g Liquidated damages clause is incorporated in the Purchase Order/Contract to avoid delays in execution of the order and recover damages from the supplier. Wherever delay in execution of the contract is definitely attributable to IPR, recovery of liquidated damages to that extent can be exempted. However, the reasons for such delays within the IPR need a careful evaluation, and action needs to be taken for such a lapse, apart from remedial action to prevent such failures henceforth. Approval of the Director is to be obtained for waiver of liquidated damages clause.
- h The procurement files are very important and sensitive documents, and thus, there is a need to have a single file system with proper page numbering. In case of urgency, if opening of part files is unavoidable, the same should thereafter be merged with the main file. Decisions and deliberations of individuals and the Purchase Committees also need to be properly recorded, well documented and preserved.
- i **Dividing the Quantity:** As per standard procedure, each schedule of requirement incorporated in the tender enquiry document, is to be covered by the lowest responsive tenderer (L1) for that schedule, without dividing the same. The tenderer who does not quote for the complete schedule, as required, is normally to be treated as unresponsive and to be ignored. However, there may be special occasions for purchase of very large quantities of goods which are beyond the capacity of a single tenderer, and the lowest responsive tenderer is unable to supply the entire quantity. In such cases, the remaining quantity may be ordered on the 2nd lowest responsive tenderer (L2), or 3rd lowest tenderer (L3), depending upon the quantity required, at the rates offered by the lowest responsive tenderer (L1), as far as feasible; and for this purpose, negotiation may be held with the above tenderers (viz., L2 and L3). If L2 or L3 do not bring down the price to the level of L1, the competent authority should decide whether the quantity is to be divided by paying higher rates. In such cases, it may also become necessary to divide the requirements under a schedule by placing multiple contracts for part quantities on more than 2 responsive tenderers. Such eventuality should normally be foreseen and provided for in the tender notice. The formula proposed to be adopted for allocation of orders to multiple responsive tenderers should be clearly brought

out in the Tender notice. The splitting of purchase order should be an exception, rather than a Rule.

- j Technical deviations, if any, from the specifications furnished by IPR, can be accepted for a superior quality offered by a vendor provided his price is the lowest and the deviation/s is/are approved by the purchase approving authority
- k Special care should be taken to ensure that IPR procurement complies with the procurement guidelines, wherever applicable.

l **Free Issue Material (FIM)**
(If specified in the tender documents)

In case the order/contract involves issue of FIM, the complete details of FIM to be issued as per the tender including the quantity and value should be mentioned. Before issue of the FIM, adequate security in the form of bank guarantee or insurance policy should be obtained and the policy should cover all risks fire, theft, burglary, riots, civil commotion, terrorist act, other material falling on the FIM etc., showing the beneficiary of the Policy as IPR. The Policy should be valid till the satisfactory accounting of the FIM by the contractor after the delivery of the ordered equipment and return of the left over/balance material including scrap to the consignee. In exceptional cases indemnity bond may be accepted in place of bank guarantee/insurance policy from Govt. Departments. Exchange rate prevailing on the day of preparation of comparative statement may be considered for conversion purpose.

m **The following amount is considered for EMD at present.**

The EMD is fixed at 1% of the estimated cost. However, this may be reviewed and re-fixed, from time to time, at the discretion of the Director, IPR.

n **The following amounts are considered for Tender Fee.**

- (i) Rs.500 - For estimated cost **below** Rs.50 lakh
- (ii) Rs.1000 - For estimated cost **above** Rs.50 lakh

However, this may be reviewed and re-fixed, from time to time, at the discretion of the Director, IPR.

APPENDIX A.1

1. APPOINTMENT PROCEDURES, ASSESSMENT OF WORK:

1.1 APPOINTMENT OF DIRECTOR: The Director shall be appointed by the Council on the recommendation of a Selection Committee which will include a representative of the Administration Department of the Central Govt.

1.2 APPOINTMENT OF PROFESSORS, SENIOR SCIENTISTS & SENIOR ENGINEERS: Appointment to posts of Associate Professors, Scientist SE, Engineer SE and above in the academic, scientific and technical cadres are made by the Governing Council on the recommendations of the Director. The Director in making his recommendations to the Council regarding appointments of Associate Professor, Scientists SE and Engineer SE and above in all cadres either by invitation, by advertisement and open selection or from existing personnel may be assisted by a selection committee to be appointed for the purpose by the Governing Council.

1.3 APPOINTMENT OF CONTROLLER, CHIEF ADMINISTRATIVE/ACCOUNTS OFFICERS: Appointment to the posts of Controller, Chief Administrative/Accounts Officers shall be made by the Governing Council on the recommendations of Director either by advertisement and open selection or from existing personnel. The Governing Council may constitute an adhoc selection committee on the advice of the Director for selecting the qualified candidate.

1.4 APPOINTMENT TO SCIENTIFIC/TECHNICAL POSTS: Appointments to scientific and technical posts (for grades below PB-3, Grade pay – 7600, 15600-39100) shall be made by the Director in accordance with procedures and norms laid down by him from time to time.

1.5 The procedure that shall be followed are given as under:

Candidates for all appointments other than those covered by clauses 1.1 to 1.3 shall be chosen from those who;

- a) Answer advertisements
- b) apply directly
- c) are recommended and/or suggested by experts.

1.6 Selection for appointments shall be made by one of the following methods:

1.6.1 A Committee appointed by the Director, which meets as a body and interviews the candidates or the members of the committee individually examine the candidates and assess their suitability.

1.6.2 In case of applicants from abroad, the Director may seek recommendations from experts in the appropriate field. Based on these recommendations, the Director may appoint an adhoc committee to assess the suitability of candidates for appointment.

1.6.3 In respect of others, the Director may seek recommendations, and/or expert assessments. On this basis and/or his personal assessment, he may make an adhoc appointment for a period not exceeding one year, the candidate's suitability for the continuance of the appointment shall be confirmed by the appointment committee or an adhoc committee constituted for the purpose. The Director may nominate an outside expert in the appropriate field in order to assess the candidate's performance during the one year.

1.7 APPOINTMENTS TO NON TECHNICAL & NON SCIENTIFIC POSTS:

Appointments to administrative and/or auxiliary posts shall be made by the Director after advertising these posts and selection through an appointment committee constituted by the Director. Qualified personnel already on the existing staff also be eligible for consideration. The recruitment norms for this cadre of staff members shall be laid down by the Director from time to time.

1.8 ASSESSMENT OF WORK: The work of the staff of the Institute shall be assessed at such periodic intervals as may be decided by the Director or by the appropriate staff committees constituted by the Director from time to time.

APPENDIX A-2

2. APPOINTING, DISCIPLINARY & APPELLATE AUTHORITIES:

Description of Posts	Appointing/ Disciplinary Authority	Appellate Authority
Director, Chief Admin Officer & Posts with salary scale starting at PB-3, GP-7600/ and above.	Council	No appeal shall lie against any order passed by council.
All posts carrying a salary starting at PB-2, GP-5400/ and above but below PB-3, GP-7600.	Director	Council
All posts with a salary starting below PB-2, GP-5400.	Director or by delegation Chief Admin Officer	Council in case of appointments made by Director. Director in case of appointments made by the Chief Administrative Officer.