

BYE-LAWS

November, 2012

Inter-University Accelerator Centre

(An autonomous Inter-University Centre of UGC)

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Inter-University Accelerator Centre BY-LAWS

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1. ACCOUNTS

- 1.1 The Accounts Section of IUAC shall be responsible for the proper compilation and maintenance of accounts of IUAC, and for having them duly audited as per guidelines laid down by the Director.
- 1.2 The funds of the Centre as defined in the rule 45 the Rules of the Inter-University Accelerator Centre shall be deposited in Savings / Current or fixed deposit accounts with a nationalized Bank or Banks in the name of Inter- University Accelerator Centre.

All surplus funds of the Centre not immediately required for expenditure shall be deposited with banks as term deposit.

The aforesaid bank accounts (including term deposits) shall be operated in the following manner:

- (a) All cash and cheques shall be paid into the bank over the signature of any one of the following Persons namely:
- i. The Director
 - ii. The Joint Director/Deputy Director
 - iii. Sr. Administrative Officer/Administrative Officer/Accounts Officer
 - iv. Any IUAC person nominated for this specific purpose, by the Governing Board
- (b) All disbursement and withdrawal cheques and other withdrawal orders on the banks shall be signed by any two persons mentioned in (a) above. The Director may prescribe a ceiling limit to other approved officers of IUAC in (a) above authorized to sign the cheque and other withdrawals.

BANK OVERDRAFT

The Governing Board can empower the Director and the Joint Director to make overdraft on the bank to the extent to be determined by the Governing Board.

PAYMENTS

- 1.3(a) Payment by or on behalf of the Centre exceeding a fixed amount to be decided by the Director from time to time, shall ordinarily be made by account payee cheque. All cheques shall be signed by the person / persons duly authorized to do so by the Director. If the situation so demands, the Director may authorize payment by account payee demand draft.

ENDORSEMENT

- 1.3(b) All bills for payment shall bear an endorsement 'passed for payment' which shall be signed by the Director or by an officer to whom the power has been delegated by the Director.

IMPREST ACCOUNT

1.3(c) Imprest for specified amount as determined by the Director may be provided for cash payment to such person/persons as may be nominated by the Director from time to time. The person/persons concerned shall be accountable for such imprest.

1.4 FINANCIAL YEAR

The financial year shall be from 1st April to 31st March.

1.5 BUDGET ESTIMATES

Budget estimates for the ensuing year shall be finalized by the Governing Board before the end of October and forwarded to UGC, which will show:

- i. Actual expenditure of the preceding year.
- ii. Actual expenditure upto August or any month prescribed by the Governing Board.
- lii. Revised Budget Estimates for the current year.
- iv. Budget Estimates for the next year.

1.6 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 is delegated by the Director.

1.7 AUDIT

The Director will submit the names of companies, who have Chartered Accountants to conduct the audit. The Governing Board will choose a party to conduct the audit. They will be appointed for a two year term, which will either be extended for another term or a new party appointed by the Governing Board. The auditor will submit the audited annual accounts along with the audit report which the Finance Committee and the Governing Board will consider and present the same to the Council of IUAC with their comments. Copies of Audited annual account and audit report shall also be forwarded to UGC and the Registrar of Societies, New Delhi.

The audit of IUAC will be conducted by the Comptroller and Auditor General, Government of India. Till such time as the CAG takes up the audit regularly, the auditors appointed by the Governing Board will continue conducting the audit of IUAC.

2. TERMS AND CONDITIONS OF APPOINTMENT OF EMPLOYEES OF IUAC, CONDUCT RULES AND OTHER CONDITIONS OF SERVICE

2.1 Appointing Authority

Appointing authority for all employees in IUAC will be as follows:

Governing Board: -

Posts in the Grade Pay of Rs. 7600 and above

The Director: -

Posts in the Grade Pay of Rs.6600 and below

2.2 Procedure of appointment

For appointments to be made by the Governing Board there shall be a Selection Committee consisting of the Director who shall be the Chairperson of the Committee, at least two experts and one expert nominated by the Chairperson, Governing Board. The proceedings of the Selection Committee shall be placed before the Chairperson, Governing Board, for approval.

For appointments to be made by the Director there shall be a Selection Committee consisting of the Director or a senior member nominated by him/her who shall be the Chairperson of the Committee and at least three experts nominated by the Director of which at least one shall be from outside the Centre and drawing salary (salary last drawn or its equivalent in the current revised pay scales, in the case of retired personnel) higher than those of the posts concerned or of the rank of the Professor.

The appointment shall be made within the approved sanctioned strength. New posts likely to be filled every year shall be included in the budget and approved in the Governing Board through the Finance Committee.

Confidential reports on character and antecedents to be obtained from the previous employer or the Educational institution prior to employment.

2.3 Temporary appointments

The Director may appoint persons on a temporary basis for a period of upto six months in any sanctioned post for which he/she is the appointing authority. In case of sanctioned posts having higher emoluments, the permission of the Chairperson, Governing Board, will be necessary.

2.4 Appointment on contract basis and appointment of Consultants

The Director may appoint persons having total emoluments as approved by GB from time to time presently same as specified for Consultants by Govt. of India on contract basis or as consultants for a specified period in special circumstances. In case of persons to be appointed with higher emoluments the permission of the Chairperson, Governing Board and approval of the UGC will be necessary.

2.5 **Visiting appointment**

The Director may appoint visiting Scientists/Technologists /Engineers on terms and conditions to be prescribed by the Governing Board.

2.6 **Appointment on deputation**

The Director may take any person on deputation basis for a specific period for any post for which he/she is the appointing authority. For posts in the Grade Pay of Rs.7600 and above the Governing Board's approval will be obtained.

2.7 **Acceptance of terms of appointment**

Every employee of the Centre will accept in writing the terms and conditions of his/her appointment before joining the Centre. He/she shall make the following declaration duly witnessed:

" I, hereby declare that I have read and understood IUAC Bye-laws, and I hereby subscribe to and agree to be bound by the provision of the said bye-laws."

Oath of allegiance to the Constitution of India

Every employee should be required to take an oath or solemnly affirm his allegiance to the Constitution of India as by law established, at the time of his/her appointment to service of IUAC.

Declarations to be made by the employees

Every employee shall be required at the time of appointment to make a declaration as laid down by the Government about his or her marital status.

2.8 **Period of probation**

The employees of the Centre except those appointed on temporary basis or on contract shall be put on Probation for a period of one year. At the end of this period the probation may be extended provided that the total period of probation is not more than two years. During the period of probation, the services of an employee may be terminated by the appointing authority without assigning any reason by giving a notice of one month in writing or one month's pay in lieu of.

2.9 **Certificate of Physical Fitness**

Every employee shall be medically examined and be certified fit for service by a medical board nominated by the Director prior to taking up his / her appointment. He/ she may be allowed to join provisionally but no salary to be released until the certificate is provided by the employee.

An employee may be required at any time to submit himself /herself to such medical examination as the Director may decide during his/her service, for reasons to be recorded.

2.10 Emoluments and allowances

The Governing Board shall fix the scales of pay and allowances of the staff of the Centre from time to time, subject to the concurrence of UGC. Dearness allowance and other allowances will normally be paid in accordance with the rates prescribed by the Government of India from time to time. The modality of payment of salaries, grant of increment, etc. will be in accordance with the prevailing rules of Government of India.

2.11 Superannuation

All regular employees except those appointed in a temporary capacity or on contract would continue in the post till the age of superannuation, namely, 60 years.

Extension beyond superannuation may be granted by the Governing Board with the approval of UGC to the Staff, in special circumstances in accordance with the guidelines laid down by GOI from time to time, but in no case beyond the age of 65 years. Such extension will not, however, be given for more than 2 years at a time and not beyond 62 in the case of administrative and supporting staff.

If any staff member having a continuing appointment at IUAC is made Director, then at the end of service as Director, he/she shall have the option to revert to his/her prior appointment, unless he/she reached the age of superannuation. The age of superannuation of such employee will be according to the rules as applicable to other normal employees.

2.12.1 Termination of Service

- (a) In addition to the provisions contained in Service conditions, the services of a permanent employee may at any time be terminated, if warranted by a reduction in the establishment resulting in the abolition of the post, by giving him /her three month's notice or pay and allowances for the period by which such notice falls short of the said period.
- (b) The services of a temporary employee of IUAC or an employee under probation shall be liable to termination at any time by a notice of one month in writing given by the appointing authority to the employee or one month's salary in lieu of provided that the service of any such employee may be terminated forthwith and on such termination employee shall be entitled to claim a sum equivalent to the amount of pay plus allowances for the period of notice at the same rates at which he was drawing them immediately before the termination of services or, as the case may be, for the period by which such notice falls short of one month.

In the case of Adhoc/contract appointees, their services would be liable to termination without further notice on completion of the terms of appointment, and even earlier on one month's notice by either side.

2.12.2 Resignation

A permanent employee of the Centre may tender his/her resignation to the Centre, subject to acceptance by the Centre, by giving not less than three months notice in writing. For an employee during the period of probation, or for a temporary employee, the period of notice shall be one month.

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. The resignation shall not become effective unless it is accepted by the competent authority and the employee concerned is relieved of his post in the IUAC.

Earned leave on full pay may be counted towards the period of notice required, and for any part not so utilized, pay and allowances may be paid at the discretion of the Director as per Govt. of India Rules.

2.13 Retirement benefits

1. The retirement benefits for all new appointments on or after 18/04/96 would be governed by the General Provident Fund-Cum-Pension-Cum-Gratuity scheme rules laid down by the Government of India.
2. Existing employees who have opted for G.P.F.-Gratuity-Pension Scheme shall continue to be governed by the GOI rules mentioned above.
3. All employees who are covered under C.P.F.-Cum-Gratuity Scheme and who were in service on 18/04/96 shall be deemed to have come over to G.P.F.-Gratuity-Pension Scheme with effect from 18/04/96 unless they specifically opt out to continue under the C.P.F.-Cum-Gratuity Scheme. The change from Pension scheme to C.P.F. scheme is not allowed. The option once exercised shall be final.
4. Those employees who opt out to continue under the C.P.F.-Cum-Gratuity Scheme would be eligible for retirement Gratuity and death Gratuity in accordance with the provisions of Govt. of India rules.

The following Govt. of India Rules for retirement benefits are applicable to IUAC employees :-

Pension : Central Civil Services Extraordinary Pension Rules, 1937, amended from time to time.

Gratuity : Rules as contained in Rule 11 of the Liberalised Pension Rules.

General Provident Fund : G.P. Fund (Central Services) Rules, 1960, for the Central Govt. as amended from time to time.

Employees recruited on or after 01/01/2004 would be governed by New Pension Scheme Architecture, and shall be governed by all the directions and scheme of things as Other pensionary benefits to the NPS subscribers shall be per notification issued by Government of India from time to time.

2.14 Observance of rules/regulations

During the period of his/her service, each employee of the Centre shall observe the rules of the Centre and bye-laws made from time to time by the Governing Board and all standing orders/instructions issued by the Director.

2.15 Performance of duties

Each employee of the Centre shall perform such duties as may be assigned to him/her and shall carry out the directions of the Governing Board or the Director or of any person to whose authority he/she may be subject according to the rules and bye-laws of the Centre and the standing orders/instructions of the Director.

2.16 Working hours

All employees of the Centre shall observe the scheduled hours of work including shift duties wherever applicable, during which he/she must be present at the place of duty. Except for valid reason and/or unforeseen contingencies, no employee shall be absent from duty without prior permission.

2.17 Working on Sundays/Holidays

The employees of the Centre can be called upon to perform duties as may be assigned by the competent authority beyond the scheduled working hours and on closed holidays and weekly off (Saturdays and Sundays).

2.18 Trade/Private Business

An employee of the Centre cannot engage directly or indirectly in any trade/business or undertake any other employment.

Any employee who has any pecuniary interest in any commercial/industrial body (except as a minority shareholder in a Limited Corporate Body) having dealings with the Centre shall be required to declare his/her interest in such commercial/industrial organization.

2.19 Permission to leave station

No employee of the Centre shall leave station without seeking prior permission of the competent authority. The employee shall indicate his contact address before proceeding out of station.

2.20 Unauthorized absence

Willful absence from duty not covered by grant of leave may be treated as interruption in service.

LEAVE PROVISIONS

2.21 General

Leave cannot be claimed as a matter of right. When the exigencies so demand, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.

2.22 Sanctioning authority

The leave may be sanctioned by the Director/any other officer to whom this power has been delegated by the Director. The Director will be sanctioned leave by the Chairperson, Governing Board, except Casual Leave which can be availed by the Director on his/ her own authority.

2.23 Type of leave

All the employees of the Centre would be entitled to Casual Leave, Special Casual Leave, Half Pay Leave, Earned Leave, Commuted Leave, Extraordinary Leave, Maternity Leave/Paternity Leave and Special Disability Leave, etc. in accordance with the rules prescribed by the Government of India from time to time. Women employees having minor children shall be entitled for Child Care Leave for a maximum period of 730 days as per rules. Leave of any kind will be granted in accordance with the rules prescribed by the GOI from time to time.

2.24 Deputation on duty

The period of absence from the Centre for employees attending conferences, symposia, seminars, schools etc. may be treated as duty if permitted/sponsored by the Centre.

2.25 Grievance Redressal

A Grievance Redressal Cell would be set up in the Centre to take action on the grievances reported by the staff members. All such grievances shall be examined expeditiously as per procedures laid down for this purpose by the Governing Board from time to time.

2.26 Other Conditions of Service

In respect of matters not provided for in these regulations, the rules regarding general conditions of service, pay, allowances, including traveling and daily allowance, leave salary, joining time, foreign service, and deputation in India as contained in Fundamental and Supplementary Rules and orders and decisions issued therein applicable to the Central Civil Services shall apply mutatis mutandis to the employees of the IUAC.

3. DISCIPLINARY ACTION/PROCEEDINGS

3.1 Authority

The appointing authority, referred to hereinafter as Disciplinary Authority of the Centre can take disciplinary action against its employees for mis-conduct, misbehavior or breach of the terms and conditions of appointment and can impose either major or minor penalties on the employee. Minor penalties would include (i) censure (ii)withholding of promotion (iii)recovery from the pay and (iv) withholding of future increments of pay. The major penalties would include (i) compulsory retirement (ii)removal from service and (iii) dismissal from service.

3.2 Disciplinary procedure

Before imposing any penalty the employee should be given a copy of the charge-sheet with statement of imputations of misconduct. He/she should be given a reasonable time to defend himself/herself provided that this requirement can be waived because the facts on the basis of which action has to be taken have been established in a court of law or where he/she has absconded or it is for any other reason impracticable to communicate with him/her. After receiving the defence from the employee, the Disciplinary Authority may either pass appropriate orders (in case only minor penalties are proposed) or may institute an inquiry against the employee. The inquiry should be conducted by the Disciplinary Authority or by an Inquiry Officer appointed by it. A Presenting Officer to present the charges should also be appointed. The Inquiry Officer will submit his/her report on each of the articles of charges to the Disciplinary Authority who may either accept the findings or disagree with the findings and make a final order.

3.3 Appeal

An employee can prefer an appeal to the Governing Board, referred to hereinafter as the Appellate Authority, against an order of penalty imposed upon him/her by the Disciplinary Authority. For employees for whom the Governing Board is the appointing authority, the President of the Council would act as the Appellate Authority. The appeal should fulfill the following requirements.

- (a) It should contain a concise statement of the grounds on which the appeal is based, and should not contain any impolite or unparliamentary language.
- (b) It should specify the nature of relief , which is being sought.
- (c) It should be submitted to Appellate Authority within a period of three months from the date on which the appellant has received a copy of the order appealed against.

The appeal may be submitted direct to the Appellate Authority and a copy may also be endorsed to the authority who has passed the order so that it can be forwarded with complete records and comments thereon to the Appellate Authority.

3.4 Consideration of appeal

The Appellate Authority would consider the following points in regard to the appeal:

- (a) Whether the prescribed rules had been complied with and if not, whether such non-compliance has resulted in failure of justice.
- (b) Whether the findings of the Disciplinary Authority are warranted in the circumstances of the case, and
- (c) Whether the penalty imposed is adequate, inadequate or severe.

Thereafter, the Appellate Authority is required to pass a speaking order either setting aside, reducing, or enhancing the penalty. The Appellate Authority shall not impose any enhanced penalty unless the appellant is given an opportunity to make any representation within 60 days from the date he/she has been given the said opportunity.

The Disciplinary Authority shall immediately implement the orders of the Appellate Authority notwithstanding anything contained in the service condition.

3.5 Appeal on Order of Appellate Authority

There shall be no further appeal against any order made by the Governing Board.

3.6 Suspension

The Director may suspend any employee pending inquiry or investigation of allegations of misconduct against him/her and/or where disciplinary action against him/her is contemplated or is in progress. Suspension shall not be treated as punishment.

The pay and allowances of the employees during their suspension will be regulated on the basis of the rules and orders of the Govt. of India.

3.7 Deemed suspension

An employee of the Centre detained in custody on a criminal charge or otherwise for a period exceeding 48 hours or sentenced to a term of imprisonment exceeding 48 hours, will be deemed to have been placed under suspension with effect from the date of commencement of detention/imprisonment, and shall remain so suspended till his/her re-instatement by the competent authority. However, issue of a formal order of suspension will be necessary.

3.8 Reinstatement

An employee can be re-instated after suspension /compulsory retirement/removal /dismissal if disciplinary proceedings are withdrawn or if acquitted by a court of law, on the basis of a final decision of the Appellate Authority. On such re-instatement the competent authority may consider treating the period of absence as duty. The employee would also be eligible to receive full pay and allowances for this period if the employee is exonerated. In cases where the employee is not fully exonerated, proportionate pay and allowances as prescribed by the competent authority may be given.

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- 3.9 In all exigencies which are not covered by these rules, rules prescribed by the Government of India applicable to the Central Civil Services shall apply mutatis mutandis to the employees of IUAC.

4. NORMS AND PROCEDURE FOR PROMOTION/ASSESSMENT

This is a scheme for periodic assessment of staff and selection procedure for promotion of staff according to merit and achievements.

4.1 General

The Centre will have two streams viz: (1) Academic (Scientific and Technical) and (2) Non-Academic (Administration and Auxiliary/supporting staff).

(a) Forms used for evaluation for different categories will be distinguished by putting A for Academic and NA for others, e.g. CR(A), CR(NA), etc.

(b) Experts appointed for the purpose of assessment and promotion associated with the work should preferably be/have been at least two ranks senior to the employee concerned.

(c) The promotion procedure, in general, will not be carried out for a candidate who is abroad or on any type of leave (except duty leave) and cannot join duty before the promotion procedure starts.

4.2 Academic Personnel

4.2.1 Annual Assessment and Confidential Reports

The annual assessment of each employee (in the case of academic staff) will be done regularly once a year in the following manner:

(a) The annual assessment will be done by grouping the staff in two groups. Group A will consist of all persons who joined the Centre from April 1 to September 30 and Group B of persons joining between October 1 and March 31. The assessment work of Group A/B persons will be initiated by July 31/January 31 and completed by September 15/March 15. For the persons under probation, assessment will be completed one month before the date of confirmation.

(b) The employees will fill Self-Assessment-Form (SAF) in the month of July/January, depending on the date of joining (see previous para). The assessment form (AF) for each employee is to be independently filled by an Assessor assigned by the Director for each person. The Assessor will normally be a person with whom the employee was associated during the period in question.

(c) Confidential Report (CR) are to be filled every year by a person designated by the director. Confidential Report will take into account self assessment and the forms filled by assessors besides other things. For all person in the form in the Grade Pay of Rs.8900 and above, CR's will be filled by the Director.

- (d) The CR form will have an overall performance index which will be graded as A+(Extraordinary = 10), A (Outstanding =9), B+ (Very Good =8), B (Good =7), C+(Average =6), C(Below Average =5),D(Unsatisfactory =4).

4.2.2 Eligibility for Promotion

The eligibility for promotion will be determined by performance as given by the annual performance index (API) in the CR. Total performance index (TPI) will be the sum of annual performance indices from the date of joining or last promotion (whichever is later) to the date of evaluation.

The first evaluation after joining the Centre has special significance. In exceptional cases where early promotion is considered necessary the case would be referred to the Governing Board.

The Scientific and Technical staff may be considered for lateral induction to another designation/stream if recommended by the Selection Committee.

4.2.3 Screening Committee

The Screening Committee will recommend the candidates whose cases are to be presented to the Selection Committee constituted as per the bye-laws of the Centre.

The Screening Committee consisting of the Director (or his/her nominee) and one person either from Scientist cadre or Engineer cadre nominated by the Director will evaluate all the data and the information contained in the CR forms and any other relevant information. The total performance index which is the sum of API's should be greater than a qualifying norm

N to be considered by the Screening Committee for basic eligibility for the recommendation for promotion. The following norms are prescribed:

The qualifying norm N will be 25 for Grade Pay upto Rs.2800, 33 for Grade Pay upto Rs. 6600 and 40 for all higher grades upto Grade Pay of Rs.8700. For SC/ST category the qualifying norms will be 5% less than those given above. Person cannot be considered in the year in which his performance index is below 6.

Additional qualification acquired, after getting the permission from the Centre to pursue the course, may be considered for lump-sum grant as per GOI rules, if the Centre feels that the qualification is useful for its activities. This incentive will be admissible on acquiring of additional qualification on or after 1.1.96.

The procedure for promotion of a person at levels higher than the ones covered above will be different. This will normally be after five years or on attainment of stagnation in the grade which ever is earlier. The employee will be asked by the Director to submit a self-assessment together with a panel of referees. The referees' report will be obtained from some referees on the panel suggested by the candidates and some appointed by the Director. The case will be referred to a duly constituted Selection Committee with at least two external members.

4.3 Administrative And Supporting Staff

The Recruitment Rules for the Administrative and supporting staff has provision for vacancy based promotion scheme and/or other schemes approved by the Governing Board from time to time in concurrence with UGC. A post may be filled by promotion /recruitment/deputation in accordance with the provisions of Recruitment Rules.

4.3.1 Annual Assessment

The Annual Confidential Reports of the non-academic personnel will be written for each financial year, or part thereof as the case may be, in the format prescribed for this purpose. The employees will fill a self-assessment form (SAF) by April 15th and the assessment work would be completed by May 15th. For the persons under probation, assessment will be completed one month before the close of the probation period.

The provision of the bye-laws 4.2.1(c) and (d) should also applicable to administrative and supporting staff.

4.3.2 Eligibility for Promotion

The eligibility for promotion would be determined by the Recruitment Rules as approved by the Governing Board (Annexure III).

4.3.3 Screening Committee

The Screening Committee consisting of the Director (or his/her nominee) and one person from the Administrative staff nominated by the Director will evaluate all the data and the information contained in the CR forms and any other relevant information. The Screening Committee shall judge the suitability of the employees for -

- (a) promotion to 'selection' as well as 'non-selection' posts;
- (b) confirmation in their respective grades/posts;
- (c) consideration of cases for crossing the Efficiency Bar.
- (d) recommendation to the Selection Committee for the consideration of promotion.

The Selection Committee (or alternatively called Departmental Promotion Committee DPC) would consist of the Director or a senior officer nominated by him/her as the Chairperson of the Committee, and three experts nominated by the Director of which at least one shall be from outside the Centre. The directive of Govt of India regarding recruitment of SC/ST would be followed in constituting the DPC. The composition of the DPC considering the crossing of EB would be same as that for promotion.

4.3.4 Procedure to be observed

The promotion procedure to be observed would be in accordance with the Governing Board directives issued from time to time. Reservation and other benefits in the matter of making promotions to the employees belonging to the Scheduled Caste/Scheduled Tribes and other special categories shall be in accordance with Govt. of India directives.

4.3.5 Additional Qualifications

Additional qualification acquired, after getting the permission from the Centre to pursue the course, may be considered for lump-sum grant as per GOI rules, if the Centre feels that the qualification is useful for its activities. This incentive will be admissible on acquiring of additional qualification on or after 1.1.96.

4.4 Pay Scales & Recruitment Rules :

- a. The revised pay scales for the Scientific and Technical staff and the minimum Recruitment norms for them are given in Annexure I.
- b. The revised pay scales and recruitment rules for Administrative and Supporting staff are given in Annexure II:
 - Annexure III.1a & III.b for Multi-Tasking Assistant
 - Annexure III.2a & III.2b for Assistants & Section Officer
 - Annexure III.3a & III.3b for Stenographer, Personal Assistant & Personal Secretary
 - Annexure III.4a & III.4b for Drivers
 - Annexure III.5a & III.5b for Administrative Officer & Sr. Admn. Officer

Annexure I

PAY SCALES AND RECRUITMENT NORMS FOR SCIENTIFIC/TECHNICAL STAFF AT IUAC

Designation in IUAC	PAY Band	Grade Pay (VI CPC)	Minimum Qualification for recruitment	Maximum age for recruitment*
Technician D	5200-20200	2400	ITI Certificate +3 years	28 years
Technician E	5200-20200	2800	ITI Certificate + 6 years or By Promotion	31 years
Technician F	9300-34800	4200	ITI Certificate+ 9 years or By Promotion	34 years
Technician G	9300-34800	4600	By Promotion	
Technician H	9300-34800	5400	By Promotion	
Technician I	15600-39100	6600	By Promotion	
Library Assistant – C	9300-34800	4200	B.Lib. with B.Sc.+4 yrs experience	34 years
Library Assistant – D	9300-34800	4600	B.Lib. with B.Sc.+8 yrs experience or By Promotion	38 years
Library Assistant – E	9300-34800	5400	By Promotion	
Library Assistant – F	15600-39100	6600	By Promotion	
Junior Engineer C	9300-34800	4200	Diploma or B.Sc. (with at least 60% marks)	30 years
Junior Engineer D	9300-34800	4600	Diploma + 4 years or By Promotion	34 years
Junior Engineer E	9300-34800	5400	By Promotion	
Junior Engineer F	15600-39100	6600	By Promotion	
Scientist C / Engineer C	15600-39100	5400	M.Sc. + 1 year training school / B.E. or M.Tech (with at least 60% marks from SSC examination onwards)	26 years
Scientist D / Engineer D	15600-39100	6600	Ph.D. or B.E.+4 years or M.Sc. + 5 years or M.Tech + 2 years or By Promotion	To be considered taking into account the qualification and experience required.
Scientist E / Engineer E	15600-39100	7600	Ph.D. + 4 years or B.E. + 8 years or M.Sc. + 9 years or M.Tech + 6 years or By Promotion	To be considered taking into account the qualification and experience required.
Scientist F / Engineer F	37400-67000	8700	Ph.D. + 9 years or B.E. + 13 years or M.Tech + 11 years or M.Sc + 14 years	To be considered taking into account the qualification and

			or By Promotion	experience required.
Scientist G / Engineer G	37400-67000	8900	By Promotion	
Scientist H	37400-67000	10000	By Promotion	
Professor	37400-67000	10000	UGC norm	

*Relaxation of age and qualifications for SC/ST/OBC/PHP/Ex-servicemen candidates will be as per GOI norms.

ANNEXURE-II

PART-II : PAY SCALE FOR ADMINISTRATIVE STAFF

S.No.	Designation		Pay Band	Grade Pay
1.	Multi-Tasking Staff	PB-1	5200-20200	1800
2.	Lower Div. Clerk	PB-1	5200-20200	1900
3.	Driver	PB-1	5200-20200	1900
4.	Driver Grade-II	PB-1	5200-20200	2400
5.	Driver Grade-I	PB-1	5200-20200	2800
6.	Special Grade for Drivers	PB-2	9300-34800	4200
7.	Assistants	PB-2	5200-20200	2800
8.	Stenographer	PB-2	5200-20200	2800
9.	Senior Assistants	PB-2	9300-34800	4200
10.	Personal Assistant	PB-2	9300-34800	4200
11.	Section Officer	PB-2	9300-34800	4600
12.	Personal Secretary	PB-2	9300-34800	4600
13.	Admn. Officer-A.O.(Gr-I)	PB-3	15600-39100	5400
14.	Amnn. Officer-(Senior Scale)	PB-3	15600-39100	6600
15.	Sr.Admn.Officer-A.O.(Gr-II)	PB-3	15600-39100	7600

5. HEALTH SCHEME

The employees of the Inter-University Accelerator Centre will be entitled to medical reimbursement as per provision of CS(MA) rules as amended from time to time.

The health scheme will also cover retired employee of the centre. However, the benefit will only be available to employee and his/her spouse and not any other family member. The reimbursement will be applicable as per CS(MA) rules.

6. ADVANCES, LOANS AND OTHER BENEFITS

6.1 House Building Advance (HBA)

The employee of the Centre may be given house building advance within the provision made in the budget each year, as per rules and conditions laid down by the Governing Board from time to time. A member eligible for grant of such an advance will be paid as per the Government of India Rules in force. Confirmed staff member will be eligible for such loan on completion of 3 years of continuous service. The rules and conditions for HBA will be framed based on the HBA Scheme of the Government of India and all sanction would be regulated by these rules.

6.2 Loan for Purchase of Conveyance

The Centre will follow the rules applicable to the employees of the Government of India in this regard.

6.3 Other Loans

The employees of the Centre will be entitled to draw all the advances/loans as admissible to Cent. Govt. employees and such advances/loans will be paid /recovered as per Govt. of India Rules issued from time to time.

6.4 Carry-Over Benefits

An employee who has joined the Centre from any university, Government supported institution or similar organization will carry over accrued benefits which are available in IUAC, provided the parent organization transfers them.

6.5 Moving Expenses

The Director may approve reimbursement of actual travel and moving expenses of an employee who has joined from a permanent position from another university or Government supported institution to an extent not exceeding the expenses covered by the Government of India rules. Such approvals may be reported to the Governing Board.

6.6 Leave Travel Concession

Employees will be entitled to those benefits as per the rules framed by the Government of India from time to time.

6.7 Ad-hoc Bonus

Ad-hoc bonus will be paid as per the guidelines laid down by the G.O.I. from time to time.

6.8 TA/DA

TA/DA to employees on trip for official purposes will be paid as per rules laid down by the Governing Board from time to time in accordance with the rules of the Government of India.

6.9 House Rent

House Rent/Licence Fee deduction will be as per the Government of India rules framed from time to time.

6.10 Children's Educational Assistance

The employees of the Centre will be entitled to children's educational allowance and reimbursement of tuition fees in accordance with the rules and rates prescribed by the Government of India from time to time.

7. PURCHASE RULES

7.1 **Purchase Committee:**

Purchase Committee (PC) consisting of at least three technical members along with A.O. (S&P) and A.O.(F&A) will be constituted by the Director, which will be responsible for processing the purchase requirements of the Centre and making the final recommendation for placing the order. Chairman of this committee will also be nominated by the Director.

7.2 **Purchase Rules:**

(a) **Upto Rs. 15000/-**

Items of value upto Rs.15,000/- (fifteen thousand) may be purchased through cash with prior approval on each occasion without inviting quotations and Purchase Committee recommendations.

(b) **Above Rs 15,000/- and upto Rs. 10,00,000/-**

Items/works of value above Rs.15,000/- and upto Rs.10,00,000/- may be made through limited tender enquiry method. The minimum number of sealed quotations required is three (3 nos.) upto Rs. 5.00 lakhs and five (5 nos.) upto Rs.10.00 lakhs. However, the Director may waive the minimum number of quotations required in special cases if sufficient justifications are given.

(c) **Above Rs. 10.00 lakhs**

When the estimated value of goods/works is more than Rs.10.00 lakhs, open tender enquiry method should be adopted.

However, limited tender enquiry from more than one vendor may be adopted on the advice of an expert committee formed by the Director for special scientific equipments even where the estimated value is more than Rs.10.00 lakhs.

(d) **Items of Import:**

In the case of import, limited tender enquiry method may be adopted upto Rs.25.00 lakhs.

(e) **Proprietary items:**

Items of proprietary nature may be procured on the basis of single quotation on approval of Director.

7.3 **Imprest Cash:**

To meet the day to day contingent expenditure of minor nature, a rolling imprest cash advance of Rs 15,000/- may be given to authorized staff members,

7.4 **Emergency Cash Purchase:**

The Director may authorize a group to survey the market and make emergency cash purchase up to Rs.30,000/- by giving sufficient justifications.

7.5 **Repeat Order:**

Repeat orders on same rates, terms and conditions may be placed up to one year period after getting approval of Purchase Committee/Director.

7.6 **Advance payment to Suppliers:**

No advance payment is allowed except in the case of import. However, in exceptional cases advance may be given only with the approval of Director.

8. “RULES FOR GRANTING NOC FOR JOINING EDUCATIONAL INSTITUTIONS”

Staff members wanting to join educational institutions for higher studies have to obtain appropriate permission. Depending on the course requirements, the concerned person may opt for (i) Study leave (ii) Part-time study requiring regular attendance and (iii) Correspondence course. The detailed guidelines for issuing such permission in each category are elaborated as follows:

8.1 Study Leave

Study leave may be granted to Centre's employees to undergo, in or out of India, a special course consisting of higher studies or specialized training in a professional/technical subject having a direct and close connection with the sphere of his/her duties or research in a relevant area. Study leave may also be granted for the studies, which are capable of widening his/her mind and improving his/her ability as an employee of the Centre.

The study leave is normally not to be granted to an employee beyond the age of forty-five years. It may also be denied if it removes him/her extensively from contact with his/her regular work and causes difficulty to the Centre.

The employee should have satisfactorily rendered not less than five years of regular continuous service including the period of probation. The maximum period of leave is 24 months in the entire service and may be granted at a stretch or in different spells.

In India, leave salary would be equal to last pay in the Pay Band + Grade Pay + DA, HRA, Stipend, scholarship or remuneration during the study leave should be adjusted against the leave salary subject to the condition that the leave salary will not be less than that admissible during half pay leave. The leave salary for study in India and abroad would be as per GOI rules applicable to employees. The period of study leave will be considered towards evaluation of cumulative performance index.

If the person after availing of study leave resigns from service or otherwise quits within three years after return to duty or does so without returning to duty, he/she should refund (i) the actual amount of leave salary and other expenses incurred by the Centre, and (ii) the actual amount, if any, of the cost incurred by other agencies such as foreign foundations. Requisite bonds in the prescribed forms are to be executed by the employee. The period in the bond can be prorated if the person serves for a while and takes up some other assignment in the country.

8.2 Part Time Studies

Persons concerned will ensure that the studies do not interfere with the round the clock operation of the facility.

Staff may be given No Objection Certificate for Part-time studies subject to the following conditions:

- (a) Number of members of a group who may be given NOC should be so limited as not to hamper the smooth running of the centre.
- (b) if there are many persons in a group meeting the same criterion and claiming NOC, person(s) who have put in the longest no. of years at IUAC would be considered.

At no time, the total no. of persons on study leave/part-time studies should exceed 20% of the staff of the particular category (Scientists/Engineers /Jr. Engineers / Administrative staff).

Permission will be considered if Lab/Section Incharge and Coordinator give an undertaking that the person concern's responsibilities will be taken care of. If any time adjustment is required it will be done formally on 6-days/week schedule and will need Directors approval.

8.3 Correspondence Course

Persons concerned will ensure that the studies do not interfere with the round the clock operation of the facility. Staff may be given No Objection Certificate subject to the Lab/Section Incharge and Coordinator giving an undertaking that it would not interfere with the person-concerned responsibilities. Any application for leave to prepare for or to attend examination should be given well in advance.

9. INTER-UNIVERSITY ACCELERATOR CENTRE "CONDUCT RULES"

9.1 Short title, commencement and application:

9.1.1 These Rules may be called "INTER-UNIVERSITY ACCELERATOR CENTRE" Conduct Rules".

9.1.2 These Rules shall apply to every person appointed to a post (other than the person engaged through a Contractor) in connection with the affairs of the Centre, except for the person employed in the Centre on deputation/foreign service, who shall continue to be governed by the Conduct Rules applicable to him/her in his/her parent office.

9.1.3 If the services of an employee are placed by the Centre at the disposal of Central Government/State Government/Public Sector/Autonomous Body and other local authorities, for the purpose of this Rule, he/she will be serving under the Centre notwithstanding that his/her salary is drawn from a source other than the funds of the Centre.

9.2 Definitions and classification of posts:

9.2.1 Definitions : In these rules, unless the context otherwise requires:-

a. "Centre" means Inter-University Accelerator Centre.

b. "Employee" means any person appointed by the Centre to any post (other than the person engaged through a contractor) in connection with the affairs of the Centre.

c. "Members of family" in relation to an employee includes:-

i. the wife or husband, as the case may be, of the employee, whether residing with the employee or not, but does not include a wife or husband, as the case may be separated from the employee by a decree or order of a Competent Court;

ii. son or daughter or stepson or stepdaughter of the employee or adopted children and wholly dependent on him/her but does not include a child or stepchild who is no longer in any way dependent on the employee or of whose custody the employee has been deprived under any law;

iii. any other person related, whether by blood or marriage, to the employee or to the employee's wife or husband and wholly dependent on the employee.

d. "Prescribed authority" means:-

i. The President of the Council of the Centre in the case of Director.

ii. The Director in the case of all employees of the Centre.

9.2.2 Classification of posts:

The posts classified by the Government of India from time to time.

9.3 **General**

9.3.1 Every employee of the Centre shall at all times-

- i. maintain absolute integrity of character.
- ii. maintain devotion to duty and
- iii. do nothing, which is unbecoming of a public servant

9.3.2 Every employee of the Centre holding a supervisory post shall take all possible steps to ensure the integrity of Character and devotion to duty of all employees under his control and authority.

9.4 **Misconduct**

Without prejudice to the generality of the term "Misconduct", the following acts of omission and commission shall be treated as misconduct.

- 9.4.1 Furnishing false information regarding name, age, father's name, qualifications, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.
- 9.4.2 Infidelity, unfaithfulness, dishonesty, un-trustworthiness, theft and fraud or dishonesty with the Centre's business or property.
- 9.4.3 Acting in a manner prejudicial or likely to be prejudicial to the interest of the Centre or to the reputation of the Centre.
- 9.4.4 Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his/her superior.
- 9.4.5 Absence without leave or over staying the sanctioned leave for more than four consecutive days without sufficient grounds of proper satisfactory explanation.
- 9.4.6 Habitual late or irregular attendance.
- 9.4.7 Neglect of work or negligence in the performance of duty including malingering or slowing down of work or obstructing work of the employees.
- 9.4.8 Gambling within the premises of the Centre and attending to duties after consuming alcoholic beverages.
- 9.4.9 Commission of any act, which amounts to a criminal offense involving moral turpitude.
- 9.4.10 Absence from the employee's appointed place of work without permission or sufficient cause.
- 9.4.11 Commission of any act subversive of discipline or of good behavior.
- 9.4.12 Indulgence in proselytisation (canvassing for conversion from one religion to another).

9.4.13 Non vacation of accommodations allotted by the Centre whenever ordered to do so as per Centre's Rules.

9.4.14 Non maintenance of family properly.

9.5 Employment of near relatives of the employees of the Centre

9.5.1 No employee shall use his position or influence directly or indirectly to secure employment for any person related, whether by blood or marriage to the employee or to the employee's spouse or husband, whether such a person is dependent on the employee or not.

9.5.2 No employee shall, except with the previous sanction of the Competent authority, permit his son, daughter or any member of the family to accept employment with any private firm with which he has official dealings or with any other firm, having official dealings with the Centre.

Provided that where the acceptance of the employment, cannot await the prior permission of the competent authority, the employment may be accepted provisionally subject to the permission of the competent authority to whom the matter shall be reported forthwith, within 30 days.

9.5.3 No employee shall in the discharge of his official duties deal with any other person if any member of his/her family is employed in the Centre or under that person or if he/she or any member of his family is interested in such matter or contract in any other matter and the employee shall refer every such matter or contract to his/her official superior and the matter of the contract shall thereafter be disposed off according to the instructions of the authority to whom the reference is made.

9.6 Demonstrations and strikes

9.6.1 No employee of the Centre shall engage himself/herself or participate in any demonstrations which involves incitement to an offense.

9.6.2 Resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to his/her service or the service of any other employee.

9.7 Unauthorized communication of information

No employee shall, except in accordance with any general or special order of the Centre or in the performance in good faith assigned to him/her, communicate directly or indirectly any official document or any part thereof or information to any officer or other employee or any other person to whom he is not authorized to communicate such document or information.

9.8 Connection with Press or Radio

9.8.1 No employee of the Centre, shall, except with the prior sanction of the competent authority, own wholly or in part or conduct or participate in editing or management of any newspaper or other periodical publication.

9.8.2 No employee of the Centre shall except with the prior sanction of the competent authority or the prescribed authority or in the bonafide discharge of his duties participate in a radio broadcast or contribute any article or write any letter either in his own name or anonymously, pseudonymously or in the name of any other person to any newspaper or periodical.

Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

9.9 Criticism of Government and the Centre

No employee shall in any radio broadcast or in document published under his name or any other person or in any communication to the press or in any public utterances, make any statement;

which has the effect of adverse criticism of any policy or action of the Central or State Governments or of the Centre

or

which is capable of embarrassing the relations between the Centre and the Public.

Provided that nothing in these rules shall apply to any statement made or views expressed by an employee of a purely factual nature which are not considered to be of a confidential nature in his official capacity or in due performance of the duties assigned to him.

Provided further nothing contained in this clause shall apply to bonafide expression of views by him as an office bearer of a recognized trade union for the purpose of safeguarding the condition of service of such employees or for securing an improvement thereof.

9.10 Gifts

9.10.1 Save as otherwise provided in these rules, no employee of the Centre accept or permit any member of his family or any other person acting on his/her behalf to accept any gift.

Explanation:-

The expression "Gift" shall include free transport, board, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or person friend having no official dealing with the employee.

9.10.2 Dowry

No employee of the Centre shall:-

Give or take or abet the giving or taking of dowry or

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

9.10.3 Definition of Dowry

In this Act, "Dowry" means any property or valuable security given or agreed to be given either directly or indirectly as defined by G.O.I.

9.11 Private trade or employment

9.11.1 Subject to the provisions of this sub-rule, no Centre's employee shall, except with the previous sanction of the Centre:-

- engage directly or indirectly in any trade or business or
- negotiate for or undertake any other employment or
- hold an elective office or canvass for a candidate or candidates for an elective office in any body, whether incorporated or not or
- canvass in support of any business of insurance agency/commission agency etc., owned or managed by any member of his family or
- take part except in the discharge of his official duties in the registration, promotion or management of any bank or other company registered or required to be registered under the Companies Act, 1956 (1 of 1956) or any other law for the time being in force or of any cooperative society for commercial purposes.

9.11.2 **A Centre's employee may without the previous sanction of the Centre:-**

- Undertake honorary work of a social or charitable nature
- Undertake occasional work of a literary, artistic or scientific character
- take part in the registration, promotion or management (not involving the holding of an elective office) of a literary, scientific or charitable society or of a club or similar organization, the aims or objects of which relate to promotion of sports, cultural or recreation activities registered under the Societies Registration Act, 1860 (21 of 1960) or any other law for the time being in force.
- take part in the registration, promotion or management (not involving the holding of elective office) of a co-operative society substantially for the benefit of Government Servant registered under the Co-operative Societies Act, 1912 (2 of 1912) or any other law for the time being in force:

Provided that:-

- i) he/she shall discontinue taking part in such activities if so, directed by the Centre and

- ii) in a case falling under clause (d) or clause (e) of this sub-rule, his/her official duties shall not suffer thereby and he shall within a period of one month of his/her taking part in such activity report to the Centre giving details of the nature of his participation.

9.11.3 Every employee of the Centre shall report to the Centre, if any member of his/her family is engaged in a trade or business or owns or manages an insurance agency or commission agency.

9.11.4 Unless, otherwise provided by general or special order of the Centre, no employee may accept any fee for any work done by him/her for any private or public body or any private person without the sanction of the prescribed authority.

9.12 Movable, Immovable and Valuable property

9.12.1 Every employee on his/her first appointment after the date of issue of this sub-rule or who is in service on the date of issue of this sub-rule shall submit a return of his/her assets and liabilities on the forms prescribed in the schedule (Annex-1) enclosed herewith, giving full particulars regarding:-

- the immovable property inherited by him/her or owned or acquired by him/her or held by him/her on lease or mortgaged either in his own name or in the name of any other person;
- Shares, Debentures and cash including bank deposits inherited by him/her or similarly owned, acquired or held by him/her;
- other movable property inherited by him/her or similarly owned, acquired or held by him/her and;
- debts and other liabilities incurred by him/her directly or indirectly.

Note-I

In all returns, the value of those items of movable property worth less than Rs.5000/- may be added and shown as lumpsum. The value of articles of daily use, such as clothes, utensils, crockery, books etc., need not be included in such return.

Note-II

Sub-rule (1) shall not ordinarily apply to employees holding class-IV posts but the Centre may direct that it shall apply to any such employee or class of such employees.

- The first return in respect of an employee on his/her first appointment shall be as on the date of such appointment and shall be submitted within three months from that date and every such return, after the first, shall be submitted as on and by the date specified in clause (C) in respect of return after the first return.

9.12.2 No employee shall, except with the previous knowledge of the Centre acquire or dispose of any immovable property by lease, mortgage, purchase, sale gift or otherwise, either in his/her own name or in the name of any member of his family.

9.12.3 Where an employee enters into a transaction in respect of movable property either in his/her own name or in the name of a member of his/her family, he/she shall within one month from the date of such transaction report the same to the Centre, if the value of such property exceeds Rs.10000/- in the case of an employee holding any Class-I or Class-II post or Rs.5000/- in the case of an employee holding any Class-III or Class-IV post.

Previous sanction of the Centre is necessary in case of any such transaction is to be made with a person having official dealings with the employee.

9.12.4 The Centre or the prescribed authority may, at any time, by general or special order, require an employee to furnish within a period specified in the order a full and complete statement of such movable or immovable property held or acquired by him/her or on his/her behalf or by any member of his/her family as may be specified in the order. Such statement shall, if so required by the Centre or by the prescribed authority, include details of the means by which or the source from which such property was acquired.

9.13 Vindication of acts & character of employees:

9.13.1 No employee shall, except with the previous sanction of the Centre, have recourse to any Court or to the press for vindication of any official act which has been the subject matter of adverse criticism or an attack of a defamatory character.

9.13.2 Nothing in this rule shall be deemed to prohibit an employee from vindicating his/her private character or any act done by him/her in private capacity is taken, the employee shall submit a report to the prescribed authority regarding such action.

9.14 Canvassing of non-official or other outside influence

No employee shall bring or attempt to bring any political or other influence to bear upon any superior authority to further his interests in respect of matters pertaining to his/her service in the Centre.

9.15 Restrictions regarding marriage

As per rules framed by G.O.I. from time to time.

9.16 Consumption of intoxicating drinks and drugs

An employee shall-

- strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he/she may happen to be for the time being;
- take due care that the performance of his/her duties are not affected in any way by the influence of any intoxicating drink or drug;
- refrain from consuming any intoxicating drink or drug in a public place;

- not appear in a public place in a state of intoxication and
- not habitually use any intoxicating drink or drug to excess

Explanation:

For the purpose of this rule "public place" means any place or premises (including a conveyance) to which the public have or permitted to have access, whether on payment or otherwise.

9.17 **Contacts in general**

The Centre's employees should exercise the utmost discretion in their contacts with foreign correspondents, members of foreign missions/ organizations and other foreign nations.

No employee who has not been specially authorized in this behalf by the Centre should meet representatives of the press and give information. As a further safeguard, any employee who might have occasion to meet representatives of the press should immediately submit a gist of the subject discussed to the Centre.

10. RULES FOR ALLOTMENT OF THE CENTRE'S ACCOMMODATION

10.1 **Short title and application**

- a) These Rules may be called as the Rules for the allotment of the Centre's accommodation.
- b) They shall come into force on the date of approval by the Governing Board. Addition/ Amendment approved by the Governing Board from time to time shall take effect from the date they are approved unless otherwise specified.

10.2 **Definition**

10.2.1 "Centre" mean INTER-UNIVERSITY ACCELERATOR CENTRE.

10.2.2 "Employee" means full time centre's employees appointed on a regular basis, on a regular scale of pay, and does not include person appointed on project schemes, adhoc basis.

Explanation

Deputationists holding essential and academic posts may be considered for allotment by the Director.

For the purpose of rules 10 and 12 the expression "Employee" includes unless the context otherwise requires, a member of his family.

10.2.3 "Family" means the Wife or Husband, as the case may be and the Children, step Children, legally adopted children, parents, brother and sister of the employee as ordinarily reside with and or dependent on the employee.

10.2.4 "Date of Joining" means the date on which an employee joins the Centre against a permanent post in the regular scale of pay.

10.2.5 "Pay" for the purpose of determining the eligibility for a clause of residents shall include as specified by Government of India.

10.2.6 "Emoluments" for the purpose of recovery of license fee shall include Pay and Allowances as specified by Director of Estates-GOI for general pool accommodation.

10.2.7 "Priority Date" - Whenever a staff member becomes entitled to a particular type of accommodation, he would have date of priority from the date of entry into the pay as prescribed for eligibility for allotment of the type i.e., KALPATARU & PARIJAT. For other types, the date of joining will be the priority date of the employee.

10.2.8 "Allotment" means, grant of a license to Centre's employee to occupy accommodation constructed for the purpose of employee's residence excluding Hostel and Guest House in the Centre's campus.

10.2.9 "Preference in allotment" - Employee who is more involved in round the clock operation of the Accelerator and associated facilities will get preference in allotment of accommodation.

10.2.10 "License Fee" means the sum of a money payable monthly in respect of any type of accommodation allotted to an employee under these rule and shall be such as may be decided from time to time by the GOI.

10.2.11 "Type" in relation to an employee means the type of residence to which he is eligible.

10.2.12 "Cut-off-date" - the date which is considered for determining pay of the employee for allotment consideration by Directorate of Estates-New Delhi and may be changed from time to time when the notification is received.

10.2.13 "Sub-letting" includes sharing of a accommodation by an allottee with any other person with or without payment of license fee by such other person but sharing of accommodation with close relations will not be treated as subletting.

10.2.14 "Close Relation" - the following relation will be treated as close relation:-

- a) Father, Mother, Brothers, Sisters, Grand Father, Grand Mother, Grand sons and Grand daughters.
- b) Uncles, Aunts, first cousin, nephew, niece, directly related by blood.
- c) Father-in-law, Mother-in-law, Sister-in-law, Son-in-law, Daughter-in-law.
- d) Relationship established by legal adoption.

10.3 Eligibility

10.3.1 No employee shall be allotted an accommodation under these rule, if the spouse has already been allotted a residence by the Centre, GOI, Autonomous body, Public Sector Undertakings or any local bodies at same station, unless such accommodation is surrendered simultaneously provided that these sub-rule shall not apply where the Husband and the Wife are residing separately in the persuasion of an order of Judicial separation made by any Court of Law.

10.3.2 Where two employees in occupation of separate accommodation allotted under this Rule marry each other, they shall within one month of the marriage surrender either of the residences allotted to them.

10.4 Classification of accommodation

<u>Type of accommodation</u>	<u>Pay for Eligibility</u>
SUMERU III	below Grade Pay 4200
SUMERU I & II	Grade Pay Rs 4200 to below GP Rs 5400
KAMDHENU I & II	Grade Pay Rs 5400 to below GP Rs 7600
KALPATARU	Grade Pay Rs 7600 to below GP Rs 10000
PARIJAT	Grade Pay Rs 10000 and above

10.5 House Allotment Rules

10.5.1 The Accelerator Centre runs round the clock and support from the Pelletron, research laboratories and various support laboratories is required by the users at all hours including holidays. In order to maintain the research support, it is essential that the academic staff is given a higher priority in housing allotment compared to the administrative staff whose services are normally required during the office hours.

10.5.2 For each category of housing, a separate roster is to be maintained for all eligible personnel (academic & non-academic). The house allotment will be done in 1:3 ratio for Administrative and Academic staff respectively as per roster of the corresponding category of housing.

10.5.3 Priority allotment for SC/ST reserved category will be done on the basis of the roster for each category of housing roster. Allocation to a vacant housing is first checked against this roster being offered to general category.

10.5.4 10% of the each category of housing may be allotted under Director's Discretionary Quota. Out of which 5% shall be allotted for personnel on functional grounds and the remaining 5% shall be on the basis of medical grounds as defined in the allotment rules of Directorate of Estate, Government of India.

Functional grounds would cover personnel involved in round the clock accelerator operation and recruitment through Search Committee.

The Director's Discretionary allotment shall be in the next below type of entitlement of the official concerned.

10.5.5 All applicants will be explicitly considered for allotment of housing both of the category for which applicant is eligible and of the category exactly one level below the category of current eligibility.

10.6 Period for the validity of the allotment and the concessional period for further retention

10.6.1 An allotment of accommodation ordinarily shall continue in force until the employee ceases to be in Centre's service. However, the Director can cancel allotment, if the employee breaches any of the terms and conditions of allotment, in the interest of the Centre.

10.6.2 Allotment of an accommodation shall be canceled automatically on the happening of any of the following "events" mentioned below. The employee or members of his family, as the case may be, may be allowed a grace period mentioned against each event to vacate the premises. The grace period will however, not confer any right on the allottee or members of his family.

CONCESSIONAL PERIOD FOR FURTHER RETENTION OF RESIDENCE

EVENTS (1)	Permissible period for retention of the residence (2)
(i) Resignation, dismissal, removal or termination of service or unauthorised absence without permission.	01 month
(ii) Retirement or terminal leave.	04 months
(iii) Death of allottee.	12 months
(iv) Lien/Deputation on Foreign service in India.	02 months
(v) Leave (Other than leave preparatory to retirement or specified elsewhere).	04 months
(vi) Maternity leave .	For the entire period of maternity leave plus leave granted in continuation, subject to a maximum of one year on payment of normal license fee..
(vii) Leave preparatory to full retirement .	For the full period of leave on pay subject to a maximum 180 days

(viii) Study leave in or outside India .	In case of occupation of an accommodation below entitlement, for the entire period of study leave. In case of occupation of the entitled type of accommodation for period of study leave but not exceeding six months; if study leave extend beyond six months, the officer may be allotted alternative type of accommodation below his entitlement, on the 1st of six months or from the date of commencement of study leave if desired by allottee.
(ix) Leave on Medical grounds .	For the full period of sanctioned Leave.
(x) On proceeding on training/ or Deputation arranged by the Centre.	For the full period of training/deputation.

10.6.3 An employee who has retained the accommodation by virtue of the concession under item (i) or (ii) of the Table of sub-rule 6.2 shall, if re-employed, within the period specified in the said table, be entitled to retain that residence and he shall also be eligible for any further allotment of accommodation under these rules:

Provided that if the emoluments of the employee on such re-employment do not entitle him/her to the type of accommodation occupied by him/her, he/she shall be allotted a lower type of accommodation.

10.6.4 Any staff member retaining accommodation beyond the permissible limit as laid down under the relevant event mentioned would be required to pay damage fee for the period at the rate notified by the Directorate of Estates, GOI from time to time, unless he/she has sought and obtained prior approval from the authority or the retention of the accommodation at the normal license fee.

10.6.5 Notwithstanding anything contained in sub rule-6.2, when an employee is dismissed or removed from service or when his/her service has been terminated and the Centre is satisfied and it is necessary or expedient in the interest of the Centre to do so, the Centre may cancel the allotment of the residence made to such employee either forthwith or with effect from such date prior to the expiry of the period of one month referred to item (i) of the table above of sub rule 6.2.

10.7 Provisions relating to License fee

10.7.1 Where an allotment of accommodation has been accepted, the liability for license fee shall commence from the date of its occupation or the seventh day from the date of acceptance of the allotment order, whichever is earlier.

10.7.2 An employee who, after acceptance of the accommodation fails to occupy the same, then he/she will be liable to pay license fee from the seventh day of acceptance of the allotment order failing which the allotment shall stand canceled in terms of Rule 10.5.3.

Provided nothing contained herein shall apply where the Centre certifies that the accommodation was not ready for occupation and as a result thereof the employee could not occupy the same within the period aforesaid.

10.7.3 Where an employee, who is in occupation of a accommodation is allotted another accommodation and he/she occupies the new accommodation, the allotment of the former accommodation shall be deemed to be canceled from the date of occupation of new accommodation. He/she may however retain the former accommodation without payment of license fee for that day and the subsequent day for shifting.

10.8 Personal Liability of the employee for payment of License fee till the accommodation is vacated and furnishing of Surety by temporary employees

10.8.1 The employee who has been allotted a accommodation shall be personally liable for the payment of license fee, water, electricity, conservancy and other common charges like staircase light, if any and for any damage beyond normal wear and tear caused thereto or to the furniture, fixtures or fittings provided therein by the Centre during the period for which the residence remains allotted to him/her or where the allotment has been canceled under any of the provisions in the Rules, until the residence alongwith the out-houses appurtenant thereto has been vacated and full vacant possession thereof has been restored to the Centre.

10.8.2 Where the employee to whom a accommodation has been allotted is not a permanent employee, he/shall execute a Surety Bond in the form prescribed by the Centre with a Surety from a permanent employee of the Centre for due payment of license fee and other charges due from him/her in respect of such accommodation.

10.8.3 If the surety ceases to be in Centre's service or become insolvent or ceases to be available for any other reasons, the employee shall furnish a fresh bond executed by another surety within thirty days of such an event and if he/she fails to do so, the allotment of accommodation to him/her shall unless otherwise decided by the Centre, be deemed to have been canceled with effect from the date of the event.

10.9 Surrender of an Allotment and period of notice

10.9.1 An employee may at any time surrender accommodation by giving intimation so as to reach the Centre at least ten days before the date of its vacation. The allotment of accommodation shall be deemed to be canceled with effect from the eleventh day after the day on which the letter is received by the Centre or the date specified in the letter, whichever is later. If the employee fails to give the notice he/she shall be responsible for the payment of the license fee for ten days or the number of days by which the notice given by him/her falls short of ten days, provided that the Centre decides to accept a notice for a shorter period.

10.9.2 An employee who surrenders the accommodation under sub-rule 10.9.1 shall not be considered again for allotment of Centre's accommodation for a period of at least six months from the date of such surrender.

10.10 Maintenance of accommodation

The employee to whom an accommodation has been allotted shall:-

- maintain it to the satisfaction of the Centre;
- keep it in such a manner that it does not become public nuisance;
- not grow any tree, shrubs or plants nor cut or chop off any existing tree or shrub in any garden, courtyard or compound attached to the residence except with the prior permission in writing of the Centre. Any trees, plantation or vegetation grown in contravention of this rule may be removed by the Centre at the cost of the employee concerned;
- shall not use the premises for any purpose other than accommodation.
- shall not use the premises against any rules or bye-laws of MCD, DDA or any other local authority whatsoever and
- Alteration and renovation in campus accommodation allotted to staff may be done as per the approved guidelines and modus operandi.

The Centre has the right of entry into the premises at all reasonable hours for the purpose of inspection without prior notice.

10.11 Subletting and sharing of accommodation

10.11.1 No employee shall share/sublet the accommodation (including outhouses and garages) allotted to him/her except with the prior written permission of the Centre and on such conditions as may be stipulated by it;

If the employee is using the outhouses for the accommodation of his/her servant, then he/she will furnish the particulars of the servants to the Administrative Officer of the Centre.

10.11.2 No employee shall sublet a part or the whole of his/her accommodation, except in the case when an employee is proceeding on long leave or deputation / training, in which case another person (with a written permission from the Centre) can be kept as a caretaker.

10.11.3 The allotment of a residence of an employee shall be canceled, if he/she sublets or shares the accommodation with another employee without obtaining prior written permission of the Centre.

Notwithstanding any other provision herein contained, the liability to pay license fee and other charges shall be that of the allottee.

10.12 Consequences of Breach of Rules and Conditions

- 10.12.1** If any employee, to whom a accommodation has been allotted, unauthorisedly sublets the residence or charges rent from the sharer or makes any unauthorized addition or alteration in any part of the residence or uses the residence or any portion thereof for any purpose other than residence or tampers with the electric or water connection or commits any other breach of the rules in this regard or of the terms and conditions of the allotment or uses the residence or premises to be used for any purpose which the Centre considers to be improper or conducts himself in a manner which in the opinion of the Centre is prejudicial to the maintenance of harmonious relations with his neighbors or has knowingly furnished in correct information in any application or written statement with a view to secure the allotment, the Centre, may without prejudice to any other disciplinary action that may be taken against him/her, cancel the allotment of the residence.
- 10.12.2** If an employee who has been allotted an accommodation is found, in contravention of these rules, to have shared or sublet the entire residence or any portion thereof, or any of the outhouses, garages/appurtenant thereto, his/her allotment will be treated as canceled and he/she would be required to vacate the residence within one month of its cancellation. The employee or person staying in it unauthorisedly would be treated as unauthorised occupant. Without prejudice to any other action that may be taken against such an employee, he/she shall be charged from the date of cancellation of allotment ten times the prescribed license fee for a period of two months and fifteen times subsequently. If the unauthorised sharing/subletting is not brought to an end or the residence is not vacated at the end of the two months from the date of cancellation, the defaulting employee may also be debarred from sharing a residence with another employee of the Centre for a period of one year and will also be liable to be proceeded against under the provisions of Public Premises (Eviction of unauthorised Occupants) Act, 1971.
- 10.12.3** Any outside person staying with the employee unauthorisedly shall be treated as trespasser and appropriate action will be taken against him/her by the Centre.
- 10.12.4** Where the allotment of a accommodation of an employee is canceled for his/her conduct prejudicial to the maintenance of harmonious relations with neighbors, he/she may at the discretion of the Centre, be allotted another residence of the same type at any other place.
- 10.12.5** The Centre may take all or any of the action under sub-rules above, and declare the employee who commits a breach of the rules and instructions issued to him/her, to be ineligible for allotment of a residence for a period not exceeding three years.

10.13 Inventory of Residence

The employee who has been allotted a accommodation shall sign an inventory of fixtures and fittings at the time of taking over the residence and shall ensure its proper handing over to the Centre at the time of its vacation.

10.14 Continuance of allotment made prior to the issue of these rules

Any accommodation which was allotted under the rules then in force, i.e., before the commencement of these rules, shall be deemed to have been allotted under these Rules notwithstanding the fact that the employees to whom it had been allotted was not entitled to a accommodation of that type and all the preceding provisions of these Rules shall apply in relation to that residence and that employee accordingly.

10.15 Interpretation of Rules

If any question regarding the interpretation of Rules arises, it will be decided by the Director keeping in view the recommendations of the House Allotment Committee.

11. SALARY AND ALLOWANCES DURING TRAINING

11.1 Training under Human Resources Development Program

- (a) The persons sent for training abroad under the Human Resources Development Program (HRDP) for a period upto one year will be paid maintenance allowance as per Govt. of India (Ministry of External Affairs) Rules. For periods exceeding one year, special approval of the Chairperson would be necessary.
- (b) The Centre will follow UGC Rules for teachers, as modified by UGC from time to time, in regard to the payment of salary and allowances during training under HRDP.
- (c) The persons proceeding abroad for training shall be required to execute a bond in the prescribed form. The bond period will be three years if the period of training is upto six months only and four years if the period of training exceeds six months. In case a person is sent under HRDP more than once, a new bond is to be taken on each occasion and if there is any overlap, the previous bond will be treated as cancelled.

The lumpsum amount of refund in the case of default shall include all monies paid to the employee or expended on his account during training such as Cost of fees, travelling and other expenses, cost of international travel and cost of training abroad met by the Centre/foreign govt./foreign agency concerned.

- (d) For persons going for training/attending conferences etc. for a short period upto one month, no bond would be required.

11.2 DEPUTATION OF IUAC STAFF TO LABORATORIES ABROAD

The foreign maintenance allowance for persons deputed for Research & Development projects to laboratories abroad shall be at par with those who are sent for training under HRDP. The local salary and allowances shall be paid to them as if they are on duty since they are being deputed for official work and not for training. There would not be any bond requirement for this period.

- 11.3 Scientist trainee shall be paid stipend during their training period. Amount of stipend to be fixed by the Governing Board from time to time.

NOTE: In all other cases which are not covered by these rules, the rules prescribed by Central Government shall be applicable.