

INDIAN INSTITUTE OF FOREIGN TRADE
SERVICES BYE-LAWS

CHAPTER – I

1. SHORT TITLE AND COMMENCEMENT

- i) These bye-laws shall be called the Indian Institute of Foreign Trade Services Bye-laws, 2005.
- ii) These shall be deemed to have come into force on 12 May, 2005.

2. APPLICATION

- i) These bye-laws shall apply to every employee of the Institute.

3. DEFINITIONS

- I. In these bye-laws unless the context otherwise requires:
 - a) “Institute” means the Indian Institute of Foreign Trade.
 - b) “Board of Management” means the Board of Management of the Institute.
 - c) “Chairman” means the Chairman of the Institute.
 - d) “Academic Council” means the Academic Council of the Institute.
 - e) “Finance Committee” means the Finance Committee of the Institute.
 - f) “Planning & Monitoring Board” means the Planning & Monitoring Board of the Institute.
 - g) “Board of Studies” means the Board of Studies of the Institute.
 - h) “Grievance Redressal Committee” means the Grievance Redressal Committee of the Institute.
 - i) “Director” means the Director of the Institute.
 - j) “Registrar” means the Registrar of the Institute.
 - k) “Finance Officer” means the Finance Officer of the Institute
 - l) “Sr. Administrative Officer (Academics)” means the Sr. Administrative Officer (Academics) of the Institute.

- m) “Sr. Administrative Officer (Establishment & Maintenance)” means the Sr. Administrative Officer (Establishment & Maintenance) of the Institute.
- n) “Administrative Officer” means the Administrative Officer of the Institute.
- o) “Appointing Authority” in relation to any grade/post under the Institute, means the authority empowered under Bye-law 6 of these Bye-laws to make appointments to that grade/post.
- p) “Grade of Posts” means the grades as specified in the First Schedule.
- q) “Controlling Authority” means –
 - i) in relation to posts in grades I to III - the Registrar;
 - ii) in relation to posts in grades IV to VI - the Director; and
 - iii) in relation to post in grade VII – the Chairman of the Institute.
- r) “Employee” means a person serving the Institute in any post classified in the First Schedule
- s) “Foreign Service” means the service for which an employee receives, with the approval of the appointing authority, his pay from any source other than the funds of the Institute.
- t) “Pay” means the pay admissible on the relevant date and includes Special Pay, Personal Pay and Deputation (Duty) Allowance, but shall not include any other allowances, fee or honorarium.
- u) “Rules & Regulations” means the Rules of the Institute under the Memorandum of Association of the Institute.
- v) “Sanctioning Authority” means

In relation to all posts - academic and non-academic posts (except the post in Grade VII) - Board of Management

- w) “Selection Committee” means –
 - i) in relation to a post in grade I and II, a Committee consisting of Registrar and any other two officers nominated by the Director;
 - ii) in relation to posts in grade III, a Committee consisting of one of the Dean(s)/Chairpersons(s), Registrar and two other officers nominated by the Director;
 - iii) in relation to posts in grade IV to VI, other than those of Registrar, Assistant Professor, Associate Professor and Professor, a Committee consisting of Director, Head of the Division and two outside experts;
 - iv) in relation of the post of Registrar, a Committee constituted as per the provisions contained in Rule 15 (E) of the Rules & Regulations;
 - v) in relation to regular posts of Professor, Associate Professor, Assistant Professor and other academic staff, a Committee

constituted as per the provisions contained in Rule 12 of the Rules & Regulations;

- vi) in relation to a post of Director, a Committee constituted as per the provisions contained in clause 15(B) of the Rules & Regulations.

- x) "Schedule" means the schedule to these Bye-laws.

"Sr. Finance Officer" means the Sr. Finance Officer of the Institute (BOM 24.5.2007)

"**Deputy Registrar**" means the Deputy Registrar of the Institute (BOM 18.3.2009 and 24.9.2009)

"**Departmental Promotion Committee (DPC)**" means :

Upto and including the post of Section Officer : Committee consisting of Registrar, Deputy Registrar and one Chairperson/Professor to be nominated by Director.

For the posts above Section Officer and upto and including SAO/SFO : Committee consisting of Director, Registrar and one Chairperson/Professor.

For the posts of Deputy Registrar and Registrar, Selection Committee will be as prescribed in MoA for the post of Registrar.

(BOM 21.9.2010)

- II. All words and expressions used but not defined in these bye-laws and defined in the Rules & Regulations of the Institute shall have the meaning respectively assigned to them in the Rules & Regulations.

CHAPTER II

CREATION AND GRADATION OF POSTS

4. **GRADES AND CATEGORIES OF POSTS**

- i) The posts under the Institute shall be of the grades and categories specified in the First Schedule.
- ii) The Board of Management may direct -
 - (a) the creation of any new grade or category of posts;
 - (b) the abolition of any grade or category of posts; or
 - (c) the transfer of any category of posts from one grade to another; and thereupon the First Schedule shall stand amended in accordance with such direction.

5. **NUMBER AND DUTIES OF POSTS**

The Sanctioning Authority in relation to any category of posts shall have the power -

- (i) to determine the number of posts in that category;
- (ii) to create or abolish any posts in that category;
- (iii) to determine whether any post created in that category shall be temporary or permanent;
- (iv) to specify the period for which a temporary post is created; and
- (v) to determine the duties attached to any post in that category.

CHAPTER III

RECRUITMENT

Appointment to a post shall be made as per Recruitment Rules approved by the Board of Management at its meeting held on 12 May, 2005 and annexed at Appendix-‘A’.

6. APPOINTING AUTHORITIES

Appointment to a post under the Institute shall be made:

- (i) in the case of a post in grade I and II - by the Registrar;
- (ii) In the case of a post in grade III to VI (excluding the regular posts of Professor, Associate Professor and Assistant Professor, Registrar and Finance Officer) – by the Director.
- (iii) In the case of Finance Officer – by the Board of Management under Rule 15(F) of the Rules & Regulations of the Institute.
- (iv) In the case of Registrar – by the Board of Management under Rule 15(E) of the Rules & Regulations.
- (v) In the case of Professor, Associate Professor and Assistant Professor and other academic staff – by the Board of Management under Rule 12 of the Rules & Regulations.
- (vi) In the case of HoD(s)/Chairperson(s) – by Director under Rule 15(D) of the Rules & Regulations.
- (vii) In the case of Dean(s) – by the Director under Rule 15(C) of the Rules & Regulations.
- (viii) In the case of Director – by the Chairman of the Institute with the approval of the Commerce & Industry Minister under Rule 15(B) of the Rules & Regulations.

7. METHODS OF RECRUITMENT

- (i) Recruitment to a post under the Institute may be made:
 - a) by promotion or by transfer;
 - b) by direct recruitment;
 - c) by appointment of a borrowed employee, or
 - d) by re-employment on yearly contract basis (in case of academic staff after superannuation)
- (ii) The Appointing Authority shall make appointments in each case as per the provisions contained in the Recruitment Rules. In doing so, due regard shall be paid to the provisions of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959 and wherever necessary, compliance shall be made.

- (iii) Notwithstanding that a vacancy in the administrative cadre other than academic is proposed to be filled by direct recruitment, the vacancy may be filled by promotion if an employee eligible for promotion in accordance with Bye-law 8 is considered to be more suitable than the candidates for direct recruitment.
- (iv) In case a superannuating faculty member is found excellent in his performance, he may be offered contractual appointment on yearly basis extendable upto the age of 65 years if his annual assessment continues to be excellent and he/she remains medically fit. Such contractual reemployment will be decided by a Committee comprising of Director, Dean(s) and Chairperson(s). These reemployed faculty members shall be governed by these Bye-laws.

8. RECRUITMENT BY PROMOTION

- i) Appointment to a post in any grade by promotion shall be made from amongst employees serving in posts in the next lower post(s)/grade(s) in accordance with the provisions of the Recruitment Rules.
- ii) The benchmark for promotion to the posts up to and including in the scale of pay of Rs.6500-10500 shall be 'Good'. The DPC shall grade officers as 'fit' or 'unfit' only with reference to the benchmark of 'Good'. Only those graded as 'fit' shall be included in the select panel by the DPC in order of their inter-se seniority in the feeder grade. The mode of promotion to these posts shall be 'Selection'.
- iii) The benchmark for promotion to the posts in the scale of pay of Rs.10000-15200 shall be 'Good' but the mode of selection will be "Selection by Merit". The officers shall be arranged as 'Outstanding', 'Very Good', 'Good', 'Average' and 'Unfit' as the case may be, and only those officers who are graded as 'Good' and above will be included in the select panel by placing the officers graded as 'Outstanding' on top followed by those graded as 'Very Good' and 'Good'. The officers with the same grading shall maintain their inter-se seniority in the feeder cadre.
- iv) The benchmark for promotion to the posts in the scale of pay of Rs.12000-16500 and above, shall be 'Very Good' but the mode of selection will be "Selection by Merit". The officers shall be arranged as 'Outstanding', 'Very Good', 'Good', 'Average' and 'Unfit' as the case may be, and only those officers who are graded as 'Very Good' and above will be included in the select panel by placing the officers graded as 'Outstanding' on top followed by those graded as 'Very Good'. The officers with the same grading shall maintain their inter-se seniority in the feeder cadre.
- v) A short-term vacancy for 30 days or more in the ministerial cadres caused due to leave shall be filled up by promotion from the lower cadre on an officiating basis. Such promotions shall be made on the basis of overall seniority, subject to rejection of unfit.

9. DIRECT RECRUITMENT

Appointment to any post by direct recruitment for all the grades may be made on the recommendations of a Selection Committee -

- i) in grades I and II, from amongst the candidates recommended by the Employment Exchange on requisition/or through an open advertisement;
- ii) for other grades, from amongst the candidates applying in response to an open advertisement.

10. APPOINTMENT OF A BORROWED EMPLOYEE

A borrowed employee may be appointed to any post with the approval of the concerned Selection Committee on such terms and conditions as the Appointing Authority may agree in consultation with the authority from whom the services of the employee are obtained on loan.

11. FITNESS

No person shall be appointed to any post by direct recruitment unless

- i) he produces at his own cost a certificate of health in the prescribed form from a medical practitioner approved by the Institute in this behalf; and
- ii) the Appointing Authority is satisfied that he possesses good character and antecedents.

12. AGE

- i) For posts upto Grade III (except for the post of Peon), a person below the age of 18 years and over 28 years shall not be appointed in the Institute
- ii) For posts in Grade IV, the upper age limit of 35 years shall apply.
- iii) For posts in Grade V and above, the upper age limit of 35 years shall not apply.

Provided that any relaxation in upper age limit for recruitment as made applicable by the Government of India from time to time in relation to any category of persons shall be applicable in such cases.

Provided further, the Appointing Authority may relax the upper age limit in any deserving case.

CHAPTER IV

TENURE

13. PROBATION/TRIAL

- i) Every person appointed to a post under the Institute by promotion shall be on trial in such post for a period of one year;
- ii) The period of trial specified in clause (i) may, if the appointing authority deems fit, be extended in any case, but the period of such extension shall not,

save where it is necessary by reason of any departmental or legal proceedings pending against the employee, exceed one year.

- iii) When a person appointed to a post by promotion is found unsuitable for holding that post or has not completed his period/extended period of trial satisfactorily, the Appointing Authority may revert him to the post held by him immediately before such appointment;
- iv) Every person appointed to a permanent post under the Institute by promotion on satisfactorily completing his period/extended period of trial shall be eligible for regular appointment to that post;
- v) Every person appointed to a post under the Institute by direct recruitment, whether on academic or non-academic post, shall be initially on contract for a period of three years. During the period of contract, the services of such an employee shall be terminable by giving one month's notice or payments of salary (Pay plus DA) in lieu thereof in the first year and thereafter three months' notice or payment of salary in lieu thereof on either side.
- vi) Depending upon overall performance, the contractual appointment can be regularized on expiry of the contractual period or even earlier, but not before one year. Such regularization in the case of academic staff shall be made on the recommendation of a Committee consisting of Dean(s)/Chairperson(s) and in the case of ministerial cadres on the recommendations of the Registrar on the basis of Annual Confidential Reports. After regularization, an employee shall be eligible for substantive appointment to that post.

14. CONTRACTUAL AND PERMANENT SERVICE

- i) An employee shall be on a contractual appointment with the Institute until appointed substantively to a permanent post under the Institute.
- ii) An employee appointed substantively to any permanent post under the Institute shall be a permanent employee of the Institute.

15. SUBSTANTIVE APPOINTMENT

No employee shall be appointed substantively to any post unless –

- i) such a post is permanent and no other person has been substantively appointed to it; and
- ii) the appointment of the employee under the Institute is approved by the Appointing Authority.

16. TERMINATION OF SERVICE

- i) The services of an employee may be terminated by the Appointing Authority without assigning any reasons by giving one month's notice or salary in lieu thereof during the first year of the period of his contract and thereafter by giving 3 months' notice or payment of salary in lieu thereof;
- ii) Without prejudice to the provisions of Clause (i), the services of an employee shall stand terminated -

- a) if his appointment is made for a specified period, on the expiry of such period; or
 - b) if his appointment is made against a temporary post, on the abolition of the post or on the expiry of the period for which the post is created.
- iii) The services of a permanent employee may be terminated by the Appointing Authority by giving three months' notice or payment of salary in lieu thereof without assigning any reasons. Such cases of termination in which the appointing authority is not the Board of Management shall be reported to the Board of Management for information.
 - iv) The service of a permanent employee may also be terminated by the Appointing Authority by giving a notice of three months or on payment of pay for such period as the notice falls short of three months or without notice on payment of three months' salary, if the post to which he is substantively appointed is abolished. Such cases of termination in which the Appointing Authority is not the Board of Management shall be reported to the Board of Management for information.
 - v) An employee who is given notice of termination of services under Clause (iii) or Clause (iv) of Bye-law 16 and is not being paid salary in lieu thereof, may be granted during the period of notice such earned leave as may be admissible to him and where the leave so admissible and granted is more than three months, his services shall be terminable on the expiry of such leave.

17. RETIREMENT

- i) Except otherwise provided, every employee of the Institute shall retire from service on the afternoon of the last day of the month provided that an employee whose date of birth falls on the first day of a month shall retire from service on the afternoon of the last day of the preceding month, on attaining the age of sixty years.
- ii) Those employees, who had joined service in the Institute before 1.5.1988 shall retire from service on attaining the age of 60 years or the age fixed by the Government of India, whichever is higher. The employees who joined service in the Institute on or after 1.5.1988 shall retire on attaining the age of superannuation as prescribed by the Government from time to time. The present age for superannuation prescribed by the Government is 60 years.
- iii) Notwithstanding anything contained in Clauses (i) and (ii) the Appointing Authority may require an employee to retire after he/she attains the age of fifty-five years or at any time thereafter on three months' notice without assigning any reason. The provisions of the Rules made by the Central Government regarding voluntary retirement as amended from time to time shall be applicable to the employees of the Institute as well.
- iv) Further, notwithstanding anything contained in Clauses (i), (ii) and (iii) above, the Appointing Authority shall, if it is of the opinion that it is in the public interest so to do, have the absolute right to retire any employee by giving him notice of not less than three months in writing or three months' salary in lieu of such notice: (i) if he is in Group 'A' or Group 'B' service or post in a substantive or temporary capacity and had entered the service before attaining the age of 35 years, after he has attained the age of 50 years; and

(ii) in any other case after he has attained the age of fifty-five years as per the provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time.

- v) The Institute may introduce Voluntary Retirement Scheme (VRS) for its employees with the benefits/conditions as may be approved by the Board of Management.

(Age of retirement for Registrar has been fixed at 62 years – BOM meeting held on 24.9.2009)

(Age of retirement for faculty revised to 65 years – BOM meeting held on 25.3.2010)

18. RESIGNATION

- i) An employee, by giving notice of one month in the first year of contractual period or on payment of salary in lieu thereof, and thereafter notice of three months or payment of salary in lieu thereof, in writing, addressed to the Appointing Authority may resign from the service of the Institute.
- ii) A permanent employee, by giving a notice of three months or on payment of salary in lieu thereof, in writing addressed to the Appointing Authority may resign from the service of the Institute.
- iii) The Appointing Authority may, if it deems proper in any special circumstances, permit an employee to resign from the service of the Institute by notice of less than the period specified in Clause (i) and (ii)

CHAPTER V

PAY

19. SCALES OF PAY

The scales of pay for the posts under the Institute shall be as specified in the First Schedule subject to such revision as may from time to time be decided by the Board of Management. However, a permanent employee may exercise his option to retain the existing scale within 30 days of notification of the revised scales.

Redesignation of certain posts in IIFT pursuant to its attaining the status of Deemed University will not entitle the incumbent thereof to seek parity of pay, etc. with any corresponding post in the Government or any other organization.

20. INITIAL PAY

An employee shall, on his appointment to a post on a time scale of pay, draw pay at the lowest stage of the time-scale unless the Appointing Authority decides that he shall draw pay at a higher stage, as per Government of India rules as made applicable to its employees in this regard from time to time.

Provided that, when such appointment is made by promotion, his initial pay in the time-scale of the higher post shall be fixed as per the provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time.

21. INCREMENTS

- i) The annual increments in the pay scale shall ordinarily be drawn as a matter of course unless withheld as per provisions under the Rules cited in Bye-law 41.
- ii) The Sanctioning Authority may, in recognition of the exceptional merit of an employee, sanction such additional increments to an employee as it may deem fit.
- iii) The employees shall be entitled for grant of advance increments for acquiring special qualifications as per the provisions contained in Appendix "B".

The employees shall be entitled for grant of stagnation increments as per the provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time.

22. SERVICE FOR INCREMENTS

The provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time shall apply to the employees of the Institute also.

23. PAY DURING LEAVE

The provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time shall apply to the employees of the Institute also.

24. PAY DURING SUSPENSION

The provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time shall apply to the employees of the Institute also.

25. SPECIAL PAY, PERSONAL PAY, HONORARIUM AND FEE

The Appointing Authority may sanction to an employee, in any special circumstances, such special pay, personal pay, honorarium or fee and on such conditions as it may deem fit.

26. DRAWAL OF PAY

- i) An employee shall be entitled to the pay of the post to which he is appointed from the date on which he assumes charge of the post.

- ii) Pay in respect of any month shall become payable on the last working day of the month.
- iii) An employee resigning from the service of the Institute without giving the notice prescribed under Bye-law 18 shall not, unless the Appointing Authority directs otherwise, be allowed to draw pay due but not drawn;

Provided that the pay not allowed to be so drawn shall not exceed the total dues recoverable from him.

CHAPTER VI

ALLOWANCES

27. KINDS OF ALLOWANCES

The following allowances as made applicable to the employees of the Central Government from time to time shall be made admissible to the employees of the Institute also :

- i) Dearness Allowance;
- ii) City Compensatory Allowance;
- iii) House Rent Allowance;
- iv) Transport Allowance
- v) Overtime Allowance;
- vi) Leave Travel Concession;
- vii) Children's Education Allowance;

28. WASHING ALLOWANCE:

The employees of the Institute shall be entitled to washing allowance as is made applicable by the Institute from time to time. No deduction whatsoever shall be made for the period of any leave undertaken by the employees concerned provided the sanctioning authority is satisfied that the allowance is actually spent for the purpose for which it is granted.

29. ALLOWANCES DURING SUSPENSION

The provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time shall apply to the employees of the Institute also.

30. ALLOWANCES DURING LEAVE

The provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time shall apply to the employees of the Institute also.

31. TRAVELLING ALLOWANCE (WITHIN INDIA)

- (i) Applicable to Members of Board of Management and other Committees constituted as per the Rules & Regulations of the Institute

The members of the Board of Management and various other Committees constituted as per Memorandum of Association/Rules & Regulations of the Institute and special invitees to such meetings shall be reimbursed air fare upto Executive Class for attending meetings of the Board/Committees.

(ii) Applicable to employees of the Institute

For Travelling Allowance for journeys performed by an employee on duty within India, the employees of the Institute shall be governed by the relevant Travelling Allowance Rules as made applicable by the Government of India to its employees from time to time. However, in regard to hotel ceiling and daily allowance, they will have an option either to be governed by Government rules or Institute's rules which are as follows:

Daily Allowance on Tour

Pay Range	Principal Cities**		Other localities	
	*Hotel/Guest House Ceiling	DA	*Hotel/Guest House Ceiling	DA
Director	5 Star	Rs.500	5 Star	Rs.400
Rs.16400 and above	3 Star	Rs.400	3 Star	Rs.300
Rs.8000 and above but less than Rs.16400	Rs.1000 (Rs.1300 in Mumbai only)	Rs.400	Rs.800	Rs.300
Rs.6500 and above but less than Rs.8000	Rs.800	Rs.300	Rs.600	Rs.240
Rs.4100 and above but less than Rs.6500	Rs.600	Rs.300	Rs.400	Rs.240
Below Rs.4100	Rs.400	Rs.200	Rs.300	Rs.160

(G.B. Meeting 5.4.1999)

* The rates for stay in hotel/guest house will be admissible subject to the production of vouchers. In addition to the hotel/guest house rates prescribed above, taxes, if any, levied by them would also be payable.

** Principal Cities – A1 and A Class cities as prescribed by the Government of India from time to time.

Intracity Conveyance

- a) The limit of intracity conveyance expenses shall be restricted to Rs.400 per day
- b) Deans/Chairpersons and Director are allowed to hire cars at prescribed rates for intracity conveyance
- c) In other cases, cars may be hired at prescribed rates with prior approval of Dean/Director, provided there is budget provision for the purpose and number and extent of visits during the day justifies such hiring.

32. TRAVELLING ALLOWANCE (OUTSIDE INDIA)

- i) Travelling Allowance for journeys performed by an employee on duty outside India shall be such as may be fixed by the Government of India for its employees of comparable status from time to time.
- ii) Daily Allowance for each day of absence of an employee from the headquarters of the Institute on duty outside India shall be admissible at such rates as may be fixed by the Government of India for its employees of comparable status from time to time.

33. DRAWAL OF ALLOWANCES

- i) Dearness Allowance, City Compensatory Allowance, Transport Allowance and House Rent Allowance admissible to an employee for any month shall be payable on the last working day of the month along with his pay.
- ii) The employees of the Institute shall be entitled for Leave Travel Concession as per the relevant Rules as made applicable by the Government of India to its employees from time to time.
- iii) An employee resigning from the service of the Institute without the notice prescribed under Bye-law 18 shall not, unless the Appointing Authority directs otherwise, be allowed to draw the allowances due but not drawn; Provided that the allowances not so allowed to be drawn shall not exceed the total dues recoverable from him.

34. BONUS

The Director is empowered to grant adhoc bonus to the employees of the Institute as per the Orders of Government of India in this regard from time to time.

CHAPTER VII

LEAVE

35. KINDS OF LEAVE

The provisions of the Central Civil Services (Leave) Rules 1972, as amended by Govt. of India from time to time shall be applicable to the employees of the Institute. (As amended by BoM, 20 December, 2017)

36. PROCEDURE FOR GRANT OF LEAVE

- i) An employee shall, before proceeding on leave, make an application in the prescribed form, shall also state in writing his address while on leave and shall keep the Institute informed of any subsequent change(s) in such address.
- ii) No employee shall proceed on leave unless it has been sanctioned in writing.
- iii) An application for leave other than study leave shall be considered and disposed of by the Controlling Authority.
- iv) An application for study leave shall be considered and disposed of by the Director.
- v) The Institute shall maintain a leave account in respect of every employee.
- vi) Every employee, on return from leave, shall submit a joining report in the prescribed form.

CHAPTER VIII

RETIREMENT AND OTHER BENEFITS

37. CONTRIBUTORY PROVIDENT FUND/LIC SUPERANNUATION PENSION

SCHEME/NEW PENSION SCHEME OF CENTRAL GOVERNMENT

- (i) Such of the employees of the Institute who have opted for Contributory Provident Fund, shall be governed by Indian Institute of Foreign Trade Contributory Provident Fund Rules as appearing in Appendix – 'C'
- (ii) The employees who have opted for Life Insurance Corporation (LIC) Group Superannuation Scheme made effective in the Institute w.e.f. 24.11.1999 and those who joined the Institute thereafter upto 27.11.2003 shall be governed by the provisions of the aforesaid Pension Scheme.
- (iii) The employees who joined the Institute between 28th November, 2003 and 31 Dec. 2003 shall also be governed by IIFT CPF Rules as appearing in Appendix –'C'.
- (iv) The employees who have joined or join on or after 1.1.2004 shall be covered under CPF Scheme or any other such Scheme as may be decided by the Institute.

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38. DEATH-CUM-RETIREMENT GRATUITY

The Death-cum-Retirement Gratuity Rules 1980 (Appendix- 'D') shall apply to the employees of the Institute.

39. C.P. FUND DEPOSIT LINKED INSURANCE SCHEME

The provisions of the C.P. Fund Deposit Linked Insurance Scheme of Government of India, as amended from time to time shall be applicable to the employees of the Institute.

40. The employees of the Institute shall be covered under Group Savings Linked Insurance Scheme of LIC, as amended from time to time.

CHAPTER IX

DISCIPLINE

41. The employees of the Institute shall be governed by the Central Civil Services (Conduct) Rules 1964 and Central Civil Services (Classification, Control & Appeal) Rules 1965, as amended from time to time.

CHAPTER X

MISCELLANEOUS

42. SPECIAL PROVISION FOR THE EXISTING EMPLOYEES

Every person holding a post under the Institute at the commencement of these bye-laws shall, on such commencement, be deemed to have been appointed under the provisions of these bye-laws to the corresponding post in the First Schedule and shall draw the pay drawn by him immediately before such commencement.

43. AUTHENTICATION

All orders and decisions of the Board of Management shall be authenticated by the signature of the Director or the Registrar or by such authority as may be specified by the Board of Management in this behalf.

44. HOLIDAYS

The Institute shall observe such holidays as are observed by the Secretariat of the Government of India located in Delhi and such other holidays as may be determined by the Board of Management.

45. SERVICE BOOKS AND CHARACTER ROLLS

- i) The Institute shall maintain a Service Book and a Character Roll of each employee in such form and setting out such particulars as may be prescribed;
- ii) The entries in the Service Book of an employee shall be made by the Registrar or any other authority to whom this power may be delegated by the Director.
- iii) The entries in the Character Roll of an employee shall be made by the authority to whom such employee is immediately subordinate and shall be countersigned by the next higher authority with his remarks.

46. MEDICAL FACILITIES

- (i) All members of the family of an employee shall be eligible to avail of medical facilities as per medical rules applicable to the employees of the Institute provided a certificate as under is produced from the employer of his/her spouse that medical facilities are not either availed of or provided by him to the concerned employee.

C E R T I F I C A T E

- a) Certified that my wife/husband is not employed.
- b) Certified that my wife/husband is working in _____ as _____ and no medical facilities are extended to him/her by his/her employer as per certificate issued by his/her employer.
- c) Certified that I have not claimed and will not claim reimbursement of medical expenses from the employer of my wife/husband for me and other members of my family.
- d) I will claim medical facilities in respect of myself, my wife/husband and other family members from the Institute.
- e) I will claim medical facilities for myself only from the Institute and my wife/husband and other family members will claim medical facilities from the employer of my wife/husband.
- f) I wish to be governed by the medical rules of my husband/wife and not of the Institute.
- g) The income of my parents who normally reside with me and who are dependent on me does not exceed Rs.1500/ per month from all sources.

Signature _____

Name & _____
Designation

A declaration stating the names and present age of his/her family members should be given in the form prescribed for the purpose. Any subsequent change(s) in the family should be reported to the Institute immediately.

- ii) In order to meet their day-to-day medical expenses, the employees of the Institute shall be entitled for reimbursement of medical expenses upto Rs.12,000* p.a. or as may be decided by the Board of Management from time to time. (*BOM 26.9.2008)
- iii) All medical expenses duly certified by Registered Medical Practitioner will be reimbursed to an employee subject to a ceiling of Rs.12,000/- per annum on production of vouchers/proof of actual expenditure incurred by an employee.
- iv) All types of medicines and medicated preparations shall be eligible for medical reimbursement charges.
- v) The claims for reimbursement would be settled on the basis of chemist's cash memo without insisting on the doctor's prescription.
- vi) The unutilized amount in a financial year shall be carried forward to the next financial year.
- vii) For hospitalization purposes, the hospitals and the package rates as notified by the CGHS from time to time for employees of the Central Government shall be made applicable mutatis mutandis to the employees of the Institute.
- viii) In addition to the hospitals notified by CGHS, the Institute has notified three other hospitals, viz. Sitaram Bhartiya Hospital, Sir Ganga Ram Hospital and Holy Family Hospital, for the purposes of hospitalization. The reimbursement in respect of hospitalization in these three hospitals will also be as per the package rates notified by the CGHS for its notified hospitals.
- ix) In case of emergency, if an employee takes treatment in a hospital not covered in (vii) and (viii) above, his claim will be processed as per the provisions of IIFT Medical Rules, 1982 as under:

Medical Rules (1982) for Reimbursement of Hospitalisation Charges

	Item	Ceilings	
		Pay Range *	Maximum Room rent
a)	Room Rent	Basic pay upto Rs.500/- Rs.500-1000 Rs.1001 and above	Rs.25 per day Rs.40 per day Rs.60 per day
b)	Special Nursing Home	At rates prescribed by the local Nursing Association or the rates indicated by the Director of State Medical Services.	
c)	Consultation fee	Rs.32 for 1 st consultation and Rs.16 for subsequent consultation.	
d)	Fees paid for administration of injections.	No additional charges for injection fees should be allowed.	
e)	Surgical operations: i) Major ii) Minor	Rs.800/- Rs.200/-	
f)	Confinement i) Major ii) Minor	Rs.500/- Nil	
g)	Pathological, Bacteriological, Radiological or other similar	No ceiling provided the test examination is carried out at hospital/recognized labs or x-ray clinic/clinic	

	tests undertaken during diagnosis.	of a registered medical practitioner.
h)	Cost of medicines	As per conditions under the medical reimbursement scheme
i)	Ambulance charges	No ceiling but these charges to be admitted on the production of emergency certificate from the hospital authorities.

* Pay range will be equated to the corresponding pay, as and when revised.

Note: (vii) to (ix) substituted by office order dated 26.4.2010 (appended below)

INDIAN INSTITUTE OF FOREIGN TRADE

No.Admn.10(14)/94-Vo.II

April 26, 2010

OFFICE ORDER

Pending issuance of orders on revised entitlements of room rent by Ministry of Health and Family Welfare, the Board of Management at its meeting held on 25.3.2010 has approved the following entitlements :

S.No.	Pay (Basic Pay + Grade Pay in the revised pay structure)	Entitlement
1.	Up to Rs.18,150	General Ward
2.	From Rs.18,151 to Rs.24,930	Semi-Private Ward
3.	Rs.24,931 and above	Private Ward

The maximum amount of room rent has been fixed as under:

S.No.	Entitlement	Maximum Amount of Room Rent (per day)
1.	General Ward	Rs.1,500
2.	Semi-Private Ward	Rs.3,000
3.	Private Ward	Rs.4,500

2. For day care of 6 to 8 hours' duration, the amount has been fixed at Rs.1,500 for all categories.

3. The reimbursement of room rent as above shall be admissible for hospitalisation in hospitals approved by CGHS and the three other hospitals approved by the Institute, viz. Sir Ganga Ram Hospital, Holy Family Hospital and Sita Ram Bhartia Hospital.

4. Full reimbursement of expenses for treatment under hospitalisation in CGHS approved hospitals will be admissible. However, for treatment in the above three hospitals, reimbursement shall be restricted to non-CGHS rates in CGHS hospitals.

This order takes effect from 25.3.2010.

**47. FORWARDING OF APPLICATION FOR EMPLOYMENT
OUTSIDE IIFT**

An employee while applying for a higher post outside IIFT in response to an open advertisement, shall route his applications through proper channel. The application along with a copy of the relevant advertisement shall be submitted well in advance for onward transmission of the application. However, it will be the discretion of the Appointing Authority to allow forwarding of the application. It shall not be a matter of right of the employee. Normally, not more than three applications shall be forwarded in a calendar year.

48. FOREIGN SERVICE/DEPUTATION / RETENTION OF LIEN

Where an employee is permitted to accept foreign service, such permission shall be granted subject to the following terms and conditions:

- i) Retention of lien may be permitted in case of permanent employees only who have put in a minimum of 5 years of continuous service (including contractual service) in the Institute, provided his application for the new assignment had been routed through proper channel and in response to an open advertisement in newspapers/periodicals etc.
- ii) The maximum period for which the lien may be retained in the Institute shall be restricted to 3 years. However, the period is extendable upto 5 years in exceptional cases only on the specific recommendations of the Director and prior approval of the Board of Management.
- iii) Retention of lien may be allowed more than once in the entire service period of the employee provided the employee has rendered approved service of not less than five years at the Institute since his return from previous lien.
- iv) Lien cannot be combined with any other leave.
- v) Retention of lien is not a matter of right of the employee. The same shall be solely at the discretion of the sanctioning authority, namely, the Director.
- vi) The lien on the post in the Institute will be retained only in cases where the Institute is satisfied that it would be in the interest of the Institute to permit the acceptance of foreign service.
- vii) No pay and allowances would be admissible to an employee from the Institute for the duration of foreign service and no contribution shall be made to his CPF Account by the Institute as the employer's share. In cases where the foreign employer is agreeable to pay the employer's contribution, the same shall be credited in the individual's CPF account as the employer's contribution provided the individual also contributes his share to his CPF account.
- viii) The period spent on foreign service shall not count for purposes of leave unless the foreign employer is agreeable to pay the leave salary contribution at

the rates prescribed by the Government of India for its employees from time to time.

- ix) The period spent on foreign service shall not count for gratuity unless the foreign employer contributes towards gratuity along with the CPF contribution for the period of foreign service.
- x) The period spent on foreign service shall, however, count for increments in the post which the employee may be holding prior to his deputation on foreign service in a substantive capacity. The period will also count for the purposes of increments in officiating capacity if the competent authority certifies that he would have officiated in the post but for his deputation.

Where an employee is awarded a fellowship arranged by the Institute, it shall be subject to the following terms and conditions:

- a) The employee shall be deemed to be on the strength of the Institute.
- b) He shall be entitled to draw pay and allowances in the Institute, in addition to the amount of the fellowship that he may be entitled to under the award of such fellowship.
- c) He will have to execute a bond as per proforma vide appendix below to service the Institute on his return as under:

KNOW ALL MEN BY THESE PRESENT THAT WE, Shri/Smt _____ at present employed as _____ in the Institute of Foreign Trade (hereinafter called "The obligor") and Shri/Smt. _____ wife/son/daughter of Shri _____ surety on his behalf, do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the Indian Institute of Foreign Trade (hereinafter called "the IIFT") on demand the amount expended in respect of pay and allowance, leave salary cost of fees, traveling and other expenses on account of the obligor having been placed on deputation together with interest thereon from the date of demand at prevailing interest rates in force, or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the official rate of exchange between that country and India.

Dated this _____ day of _____ Two thousand nine hundred and _____

WHEREAS THE above bounded Shri/Smt. _____ is placed on deputation by the Indian Institute of Foreign Trade.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT if in the event of the above bounden obligor Shri/Smt. _____ resigning or retiring from service of IIFT without returning to duty after the expiry or termination of the period of deputation/training so extended, or at any time within a period of four years after his return to duty or in the event of his removal or dismissal from service for any kind of misconduct during the prescribed period the obligor and the surety shall forthwith refund to the IIFT on demand a sum of Rupees _____ on account of the obligor having been placed on deputation as aforesaid together with interest thereon from the date of demand at rates for the time being in force on government loans.

And upon the above obligor Shri/Smt. _____ and/or Shri/Smt. _____ the surety aforesaid making such refund the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

PROVIDED ALWAYS that the liability of the surety hereunder shall not be impaired or discharged by the reason of time being granted by any forbearance, act or omission of the IIFT or any person authorized by the IIFT (whether with or without the consent or knowledge of the surety) nor shall it be necessary for the IIFT to sue the said obligor before suing the above-bounded surety Shri/Smt. _____ for amount due hereunder.

The IIFT has agreed to bear the stamp duty payable on this bond.

Signed and delivered by the above bounden Shri/Smt. _____ in the presence of Shri/Smt. _____

Signed and delivered by the surety above name Shri/Smt. _____ in the presence of Shri/Smt. _____

In witness whereof, these presents have been signed by a duly authorized officer on behalf of the Indian Institute of Foreign Trade and by the other person(s) party thereto.

49. GENERAL CONDITIONS OF SERVICE

- i) The whole time of an employee shall be at the disposal of the Institute and he may be employed by the Institute for performance of such duties as may be assigned to him.
- ii) Without prejudice to the generality of Clause (i)
 - a) an employee may be required to undergo a course of study or instruction within or outside India;
 - b) an employee may be required to serve the Institute at any place and in any post not lower than the post to which he is substantively appointed; and
 - c) an employee may be transferred to foreign service, sent on deputation, whether within or outside India

50. ASSURED CAREER PROGRESSION

The employees shall be eligible to get benefits under the Assured Career Progression Scheme as made applicable to the employees of the Central Government from time to time.

51. CONSULTANCY

The Board of Management in its meeting held on November 9, 2005 has broadly redefined the scope of consultancy activities for IIFT faculty and also approved fresh principles and general guidelines regulating the same as follows:

I. Broad scope of consultancy activities

A. Assignments which are short term:

- (i) Specified lectures in a course, MDP, Seminar or Workshop conducted outside the Institute
- (ii) Paper presentation or invitation to chair a session at a seminar/workshop outside the Institute

B. Assignments in which medium term commitment is required:

- (i) Teaching full course at another Institute/organization
- (ii) Organizing MDP for another Institute/organization
- (iii) Writing lessons for institutions/universities running distance learning programmes
- (iv) Research/Consultancy independently or collaboratively for another organization.

C. Other Assignments:

- (i) Member of Ph.D. Viva Board in another Institute/University
- (ii) Member of Selection Panel in another Institute/organization
- (iii) Member of Academic Council, Board of Management etc. of another Institute/organization
- (iv) Examinership : Paper Setting, Evaluation etc.
- (v) Other invitations like member of inspection team for affiliation, accreditation, recognition etc.

II. Principles and general guidelines regulating consultancy assignments

- (i) IIFT faculty will be allowed to take consultancy assignment(s) in his/her name.
- (ii) Approval of Director will be sought and obtained before commencing each such activity.
- (iii) A copy of the contract between the Consultant and concerned organization is to be submitted at the time of seeking approval.
- (iv) Consultant will be required to spell out the impact, if any, on his or her assigned academic duties in the Institute as a result of taking up outside work/consulting and strategies for managing this impact. Request for such permission is expected to be refused if there is a conflict with the current commitments in the Institute.

- (v) Special leave with full pay upto a maximum of 15 days will be allowed in a year seeking permission for station leave, if required. Leave beyond a period of 15 days, if granted, will be debited against the regular leave of the faculty member. The total of all such leave taken together should not exceed 60 days in a year.
- (vi) Consultant will have to take precaution to ensure that the Institute does not incur any liability to any outside party as a result of the performance (or non-performance) of the faculty in any outside work/consulting. All such activities must contain a disclaimer that views/opinions expressed are those of the faculty only.
- (vii) Use of Institute's infrastructural facilities such as STD, photocopying etc. by the Consultant for the consultancy assignments will be subject to the approval of the Director. If there is excessive use of facilities, cost for the same will have to be reimbursed as determined by Director.
- (viii) Consultant will pay to the Institute a fixed sum of 15% of the fee received within 30 days of the payment received. No such payment is necessary if the fee is Rs.2,000/- (Two thousand) or less. Such exemption will not be available for activities like taking up full/part time courses, assignments related to short or long term programmes etc.

52. SENIORITY LIST

- i) Seniority of an employee shall be determined by the order of merit indicated at the time of his initial appointment.
- ii) In cases where the employees are appointed in the same cadre on the basis of the recommendations of the different Selection Committees, where it is not possible to put the names in order of merit, the seniority shall be counted from the date of confirmation.
- iii) In such cases under (ii) above, where the date of confirmation also happens to be the same, the seniority shall be reckoned according to the date of joining.
- iv) In case of appointment of the existing employees to a higher grade on the same date, if otherwise indicated, their inter-se seniority in the lower grade shall be maintained.
- v) The seniority of the employees initially on deputation and absorbed thereafter, shall be reckoned as per the provisions of the relevant Rules as made applicable to the employees of the Central Government from time to time.

53. GRIEVANCE REDRESSAL MACHINERY

For individual grievance and complaints, the Institute shall have a Grievance Redressal Machinery comprising of Chairpersons, Registrar and any other officer nominated by the Director. Registrar will act as the Member Secretary of the Machinery.

Whenever an employee wishes to put forth any claim, or seeks redressal of any grievance or of any wrong done to him, he must forward his case through proper channels. The Grievance Redressal Machinery shall endeavour to look into the grievance and give reply to the concerned employee at the earliest. In case no reply is received by the concerned employee within one month, he may forward copy of his grievance to the Director of the Institute.

54. **RIGHT TO APPEAL**

An employee aggrieved by an action taken by the Director under Rule 15(B)(ii) of IIFT Rules & Regulations, may appeal against the action to the Board of Management within 30 days from the date on which such action is communicated to him. Such appeal shall be submitted to the Registrar for placing before the Board of Management at its next meeting which may confirm, modify or reverse the action taken by the Director. If the Board of Management is of the opinion that such action ought not to have been taken, it may refer the matter to the Chairman whose decision thereon shall be final.

55. **BENEVOLENT FUND**

The regular employees of the Institute, at their option to be exercised within one month of their regularisation, may join the Institute's Benevolent Fund scheme. The benefits available and the rules governing the Scheme are given in Appendix 'E'

56. **GENERAL**

- i) Every employee shall at all times maintain absolute integrity and devotion to duty.
- ii) Every employee shall abide by and comply with the rules and bye-laws of the Institute and all orders and directions of his superior authorities.
- iii) Every employee shall extend utmost courtesy and attention to all persons with whom he has to deal in the course of his duties.
- iv) Every employee shall endeavour to promote the interests of the Institute and shall not act in any manner prejudicial thereto.
- v) An employee shall be required to observe the scheduled hours of work, during which he must be present at the place of duty.
- vi) Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission.
- vii) No employee shall leave station without informing the competent authority even during leave. He shall provide the address where he would be available during the period of his absence from the station.

57. **BOARD OF STUDIES**

The Institute shall have a Board of Studies to organize, coordinate and regulate teaching, training and research activities of the Institute. The Board of Studies shall have the powers as under:

- i) To organize, coordinate and regulate, teaching, training and research activities of the Divisions.
- ii) To consider and approve the course of studies, training and research proposals in the board proposed by the Divisions.
- iii) To constitute subject/Discipline Group(s)

- iv) To recommend to the Academic Council, the conditions for the award of degrees, diplomas, certificates and other distinctions including the scheme of examination of different courses.
- v) To consider and report on the matters referred to by the Board of Management/Academic Council/Director.
- vi) To constitute Expert Committee/Sub-Committees for viva, PhD, Fellowship Programme etc. and Rules Committee for academic rules
- vii) To consider and advise the Divisions any matter referred to it which is within its purview.
- viii) To review all the MOUs pertaining to teaching, training and research and reporting the same to the Academic Council.
- ix) To deal with all academic matters within its purview in accordance with the guidelines of UGC, AICTE or any other similar body.

58. PLANNING & MONITORING BOARD

The Institute shall have a Planning & Monitoring Board which shall be a principal planning body of the Institute and shall be responsible for the monitoring of the development programmes of the Institute. The constitution and powers of the P&M Board shall be as under:

Constitution

The Planning and Monitoring Board shall consist of the following members:

- a) Director - Chairman
- b) Dean(s)
- c) All Chairpersons
- d) Two Professors by rotation according to seniority (excluding Deans and Chairpersons)
- e) One Associate Professor by rotation according to seniority
- f) One nominee of the UGC
- g) One nominee of the Department of Commerce, Government of India
- h) Registrar - Member Secretary

Powers and Functions

- i) To advise the Board of Management and Academic Council on any of the developmental aspects pertaining to the requirements of the stakeholders at large
- ii) To advise the Board of Management on emerging areas of priority for the Institute to discharge its functions
- iii) To advise the Institute on matters relating to expansion of activities, establishment of centres, identification of newer areas for networking and increasing the outreach activities.
- iv) To recommend any kind of management proposals on academic and non-academic activities.
- v) To undertake all activities so as to help the Institute in establishing itself among the industry and society

The recommendations of the P&M Board shall be placed before the Board of Management for consideration and approval. Proposals relating to academic methods may be processed through Academic Council.

59. POWERS OF CHAIRPERSONS

The Chairpersons of the Institute shall exercise the following powers:

- i) To layout the broad plan for their respective charge under the overall guidance of Dean/Director.
- ii) To coordinate and promote inter and intra institutional networking for operational activities.
- iii) To plan and allocate the work of the faculty in accordance with the decisions of Dean/Director.
- iv) To exercise control over the approved budget of programmes and other activities.
- v) To carry out such other activities as may be assigned to him/her by Dean/Director from time-to-time.

60. RESIDUARY CONDITIONS OF SERVICE

Any matter relating to the conditions of service of an employee for which no provision is made in these bye-laws shall be determined by the Board of Management.

61. POWER TO RELAX

Notwithstanding anything contained in these bye-laws, the Board of Management may, in the case of any employee, relax any of the provisions of these bye-laws to relieve him of any undue hardship arising from the operation of such provisions, or in the interest of the Institute, unless such hardship can be relieved on the application, of Government rules/orders/decisions.

62. REMOVAL OF DOUBTS

Where a doubt as to whether any authority of the Institute is superior to any other authority or as to the interpretation or application of any of the provisions of these Bye-laws, the decision of the Board of Management thereon shall be final.

FIRST SCHEDULE
GRADES AND CATEGORIES OF POSTS

GRADE	CATEGORIES OF POSTS	SCALE OF PAY(Rs.)
I	Peon/Messenger Daftry	2550-55-2660-60-3200 2610-60-3450-65-3540
Any other post which carries a minimum pay of Rs.2550 and a maximum of not more than Rs. 3540 p.m.		
II	Duplicating Machine Operator Library Attendant Staff Car Driver Electrician Junior Clerk Sr. Clerk Jr. Stenographer	3050-75-3950-80-4590 3050-75-3950-80-4590 3050-75-3950-80-4590 3050-75-3950-80-4590 3050-75-3950-80-4590 4000-100-6000 4000-100-6000
Any other post which carries a minimum pay of Rs. 3050 and a maximum of not more than Rs. 6000 p.m.		
III	Assistant Hindi Assistant Personal Assistant Library Assistant	5500-175-9000 5500-175-9000 5500-175-9000 5500-175-9000
Any other post which carries a minimum pay of Rs. 5500 and a maximum of not more than Rs.9000 p.m.		
IV	Sr. Assistant Sr. Personal Assistant Assistant Librarian Section Officer Hindi Officer Computer Programmer	6500-200-10500 6500-200-10500 6500-200-10500 6500-200-10500 6500-200-10500 8000-275-13500
Any other post which carries a minimum pay of Rs.6500 and a maximum of not more than Rs.13500 p.m.		
V	Deputy Librarian Administrative Officer Editor Finance Officer Assistant Systems Manager	10000-325-15200 10000-325-15200 10000-325-15200 10000-325-15200 10000-325-15200
Any other post which carries a minimum pay of Rs. 10000 and a maximum of not more than Rs.15200 p.m.		
VI	Sr. Administrative Officer (Establishment & Maintenance) Sr. Administrative Officer (Academics) Librarian Systems Manager Registrar Assistant Professor Associate Professor Head, Computer Centre Professor	12000-375-16500 12000-375-16500 12000-420-18300 12000-420-18300 14300-400-18300 12000-420-18300 16400-450-20000 16400-450-20900-500-2240 18400-500-22400
Any other post which carries a minimum pay of Rs.12000 and a maximum of not more than Rs.22400		
VII	Director	25000 (fixed)*

A post of Deputy Registrar has been created in the pay band of Rs.37400-67000 with Grade Pay of Rs.8700 (BOM meeting 18.3.2009 and 24.9.2009)

- * In case of appointment of a retired person as Director who is in receipt of Govt. pension, his pay shall be reduced by the amount of pension (before commutation) while fixing the pay. In doing so if he was drawing pay more than Rs.25000 in his previous government assignment and was drawing government pension, his last pay on appointment as Director will be regulated on the basis of pay minus pension as per rules and his last pay drawn shall also be protected upto a maximum of Rs.26,000.

In case a serving Government servant is appointed as Director on deputation, he shall be entitled to opt for the pay of Rs.25,000 or for deputation allowance at the rates prescribed by the Government from time to time.

S.No.	Description of Posts	Classification
1.	Post carrying a pay scale of pay with a maximum of not less than Rs.13,500	Group 'A'
2.	-do- less than Rs.13,500 but not less than Rs.9,000	Group 'B'
3.	-do- less than Rs.9,000 but more than Rs.4,000	Group 'C'
4.	-do- maximum of Rs.4,000	Group 'D'

On Implementation of 6th CPC, the pay structure for posts in IIFT is as under:

S.No.	Post	Scale of pay
1.	Director	Rs.75,000 + Rs.5,000 Special Allowance
2.	Professor	Rs.37400-67000+AGP Rs.10500
3.	Associate Professor	Rs.37400-67000+AGP Rs.9500
4.	Assistant Professor	Rs.15600-39100+AGP Rs.8000
5.	Consultant	Consolidated
6.	Registrar	Rs.37400-67000 + GP Rs.8900
7.	Dy. Registrar	Rs.37400-67000 + GP Rs.8700
8.	Head, Computer Centre	Rs.37400-67000 + GP Rs.10000
9.	Systems Manager	Rs.37400-67000 + GP Rs.9000
10.	Sr. A.O. (Academics)	Rs.15600-39100 + GP Rs.7600
11.	Sr. A.O. (E&M)	Rs.15600-39100 + GP Rs.7600
12.	Sr. Finance Officer	Rs.15600-39100 + GP Rs.7600
13.	Dy. Librarian/Librarian	Rs.15600-39100 + GP Rs.6600
14.	Asstt. Systems Manager	Rs.15600-39100 + GP Rs.6600
15.	Finance Officer	Rs.15600-39100 + GP Rs.6600
16.	Administrative Officer	Rs.15600-39100 + GP Rs.6600
17.	Editor	Rs.15600-39100 + GP Rs.6600
18.	Computer Programmer	Rs.15600-39100 + GP Rs.5400
19.	Section Officer/Hindi Officer	Rs.9300-34800 + GP Rs.4600
20.	Assistant Librarian	Rs.9300-34800 + GP Rs.4600
21.	Sr. Assistant	Rs.9300-34800 + GP Rs.4600
22.	Sr. P.A.	Rs.9300-34800 + GP Rs.4600
23.	P.A.	Rs.9300-34800 + GP Rs.4200
24.	Assistant	Rs.9300-34800 + GP Rs.4200

25.	Library Assistant	Rs.9300-34800 + GP Rs.4200
26.	Jr. Stenographer	Rs.5200-20200 + GP Rs.2400
27.	Sr. Clerk	Rs.5200-20200 + GP Rs.2400
28.	Junior Clerk	Rs.5200-20200 + GP Rs.1900
29.	Staff Car Driver	Rs.5200-20200 + GP Rs.1900
30.	Electrician	Rs.5200-20200 + GP Rs.1900
31.	Daftries/Peons	Rs.5200-20200 + Rs.1800

INDIAN INSTITUTE OF FOREIGN TRADE
RECRUITMENT RULES

(As amended up to 12 May, 2005)

1. Short Title and Commencement

- (i) These rules may be called the Indian Institute of Foreign Trade Recruitment Rules, 2005.
- (ii) These shall be deemed to have come into force on 12.5.2005.

2. Application

- (i) These rules shall apply to all posts specified in the Schedule.

3. Definitions

In these rules unless the context otherwise requires :

- (a) “appointing authority” in relation to any grade means the Authority empowered under Bye-law 6 of the Indian Institute of Foreign Trade Services Bye-laws, 2004 to make appointments to the grade;
- (b) “appointed day” means the date on which these rules come into force;
- (c) “approved service” in relation to any grade means the period or periods of service in the grade rendered after selection according to the prescribed procedure, for long-term appointment to the Grade, and includes any period or periods during which an officer would have held a duty post in that Grade but for his being on leave or otherwise not being available for holding such post ;
- (d) “authorised permanent strength” in relation to any Grade means the strength of permanent posts in that Grade against which regular appointments may be made.
- (e) “Bye-laws” means the Indian Institute of Foreign Trade Services Bye-laws, 2004.
- (f) “competitive examination/interview” in relation to a Grade means the competitive examination/interview held by the Institute for direct recruitment to the Grade;
- (g) “contract appointment” means the appointment on the basis of a competitive examination/interview other than departmental competitive examination held by the Institute;
- (h) “contractual period” means the period for which a direct recruit is appointed on contract appointment which shall not be for more than three years initially;
- (i) “limited competitive examination” in relation to a Grade means the

limited competitive examination referred to in the Schedule;

- (j) “common seniority list” in relation to any grade means the seniority list of officers working on the same scale of pay and revised from time to time in accordance with the regulations as may be made from time to time in this behalf by the Institute;
- (k) “crucial date” means the first day of January of the year in which the event occurs
- (l) “standing selection committee” in relation to a particular Grade or post means a Committee constituted by the Appointing Authority ;
- (m) “direct recruit” means a person recruited on the basis of a competitive examination/interview other than a departmental competitive examination held by the Institute ;
- (n) “duty post” in relation to any Grade means a permanent or temporary post of that Grade;
- (o) “grade” means any of the Grades specified in the First Schedule of the Bye-laws;
- (p) “Institute” means the Indian Institute of Foreign Trade.
- (q) “long-term appointment” means the appointment for an indefinite period as distinguished from purely temporary or ad-hoc appointment, like appointment against a leave or other local vacancy of specified duration;
- (r) “officiating arrangement” means filling up of a post having temporarily fallen vacant (for a short period) by promotion on the basis of overall seniority in the feeder grade(s) subject to rejection of the unfit;
- (s) “promoted officer” in relation to any Grade means the person other than a direct recruit to the Grade;
- (t) “permanent officer” in relation to any Grade means a person who has been substantively appointed to a regular vacancy in the Grade;
- (u) “range of seniority” in relation to any Grade means the range as may be specified from time to time in the seniority list for making promotions;
- (v) “scheduled castes”, “scheduled tribes” and “OBCs” shall have the same meaning as are assigned to them in the Constitution of India;
- (w) "schedule” means the schedule attached to these rules;
- (x) “selection committee” in relation to a particular Grade or Grades or posts means the committee as defined/specified in clause 3 of Bye-laws;

- (y) “temporary officer” in relation to any Grade means a person holding temporary or officiating appointment in that Grade on the basis of his having been regularly selected for such appointment.

4. Authorised Permanent Strength

- (1) The Authorised Permanent Strength of the various Grade of posts on the appointed day shall be as approved by the Board of Management at its meeting held on 17.5.2004.
- (2) After the appointed day, the authorised permanent strength of the various Grades shall be such as may, from time to time be determined by the sanctioning authority;
- (3) The sanctioning authority may make temporary additions to a Grade as it may deem necessary from time to time.

5. Mode of Recruitment

- (i) The mode and method of recruitment to the various categories of posts shall be as spelt out in the Schedule;

Provided however, where no candidate is considered suitable for appointment through the channels of recruitment specified in the Schedule, the post may be filled in such manner as may be decided by the Appointing Authority.

Provided further, when it becomes administratively expedient or otherwise, a post may be filled by any other mode than that specified in the Schedule.

- (ii) Officiating arrangement will be made on the basis of promotion/ transfer as indicated in the Schedule on the basis of overall seniority in the feeder grade(s).
- (iii) Appointment of son/daughter/near relative of deceased employee on compassionate grounds will be made in accordance with the instructions issued by the Govt. of India from time to time in relation to its employees.
- (iv) Relaxation in age would be granted to ex-army personnel, as and when recruited in the Institute in accordance with the instructions issued by the Govt. of India from time to time

6. General Conditions of Service

In order to be eligible to compete for a post, a candidate must satisfy the following general conditions, viz :

- (i) Nationality –

- (a) He must be a citizen of India, or
(b) He must belong to such categories of persons as may from time to time, be notified in this behalf by the Govt. of India.

- (ii) Notwithstanding anything contained in the Schedule regarding the requirement of age, the upper age limit may be relaxed in respect of such categories of persons as may be notified, from time to time, in this behalf by the Govt. of India in respect of each category.
- (iii) Candidates belonging to Scheduled Castes and Scheduled Tribes who are considered to be suitable for appointment on the results of an examination/interview, with due regard to the maintenance of efficiency of administration shall be eligible to be appointed to the vacancies reserved for them irrespective of their ranks in the order of merit in the examination/interview.
- (iv) Reservation of vacancies for Scheduled Castes/Scheduled Tribes/OBC/PH shall be on the same basis as may be decided by the Govt. of India from time to time in relation to the Central Civil Services (subject to such amendment) as may be decided by the Board of Management.
- (v) No person who has more than one wife living, or who, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such marriage or who has married a person who has a wife living at the time of such marriage shall be eligible for any appointment on the results of the examination/interview.
- (vi) Success in the Examination/interview confers no right on the candidate to appointment to a post unless the Institute is satisfied, after such enquiry, as may be considered necessary, that the candidate is suitable in all respects for appointment to the Institute's service.
- (vii) No candidate shall be appointed to the services of the Institute, who after such medical examination as the Institute may prescribe, is not found to be in good mental or bodily health and free from any mental or physical defects likely to interfere in the discharge of the duties during the service.
- (viii) A candidate who is or has been declared by the Institute guilty of impersonation or of submitting fabricated document/ documents which have been tampered with or of making statements which are incorrect or false or of suppressing material information or otherwise resorting to any other irregular or improper means for obtaining admission to the examination, of using or attempting to use unfair means in the examination hall or of misbehaviour in the examination hall may, in addition to rendering himself liable to criminal prosecution' -
 - (a) be debarred permanently or for a specific period;
 - i) by the Institute from admission to any examination or appearance at any interview held by the Institute for

- selection of candidates; and
- ii) from employment under the Institute.
- (b) be liable to disciplinary action under the appropriate rules, regulations, and/or the Bye-laws if he is already in the service under the Institute.
- (c) Any attempt on the part of candidate to obtain support for his candidature by any means may be held by the Institute to disqualify him for employment in the Institute.
- (ix) A regular vacancy may be filled temporarily by promotion/transfer, or holding dual charge in the relevant grade until it is filled in accordance with provisions governing substantive appointments.
- (x) When an employee on contract appointment/probation appointed to any Grade has passed the prescribed tests and/or has completed his probation to the satisfaction of the appointing authority, he shall be eligible for confirmation in that Grade. Until a contract employee or probationer is confirmed under Clause (xi), he shall continue to have the status of a contract employee or probationer.
- (xi) (a) An employee on contract appointment who has no lien on any post under the Institute shall be liable to be discharged from the service at any time after giving prescribed notice of one month during first year and three months thereafter if -
- (i) on the basis of his performance or conduct during contract period, he is considered unfit for further retention in the service
- (ii) on receipt of any information relating to this nationality, age, health, or antecedents the appointing authority is satisfied that he is ineligible or otherwise unfit for being retained in the service of the Institute .
- (b) An employee on trial who holds a lien on a regular post under the Institute may be reverted to such lower post at any time if found unsuitable for holding the promoted post or has not completed his period/extended period of trial satisfactorily.
- (c) A contract employee/probationer who is not considered suitable for confirmation at the end of the period of contract/probation or at the end of the extended period of contract/probation either by specified orders of the competent authority or by implication, if any, shall be discharged in accordance with such sub-clause(a).
- (xii) An officer appointed to officiate against a substantive post shall not be deemed to hold the post in a substantive capacity till the Appointing Authority so decides.

- (xiii) The Appointing Authority may make regulations not inconsistent with these rules provided for all matters for which provision is necessary or expedient or for the purpose of giving effect to these rules.
- (xiv) Where the Director is of opinion that it is necessary or expedient so to do, he may by order, for reasons to be recorded in writing, relax any of the provision of these rules with respect to any class or category of persons or posts.
- (xv) Notwithstanding anything contained in these Rules, the officers/officials appointed under the Rules in vogue at that time would deem to be covered as eligible. *
- (xvi) In the matter of appointment of physically handicapped persons in the Institute the instructions issued by the Govt. of India from time to time for recruitment of physically handicapped persons (in categories `C` and `D` posts in Government of India) would be observed by the Institute.

7. Removal of Difficulties and Doubts

- (i) In regard to matters not specifically covered by these rules or by regulations or orders made or issued thereunder or by special orders or under the provisions of the Bye-laws or under the Rules and Regulations of the Institute, the members of the services shall be governed by the rules, regulations and orders applicable to the Central Civil Services in the Govt. of India in general.
- (ii) The Board of Management may from time to time, issue such general or special directions as may be necessary to remove difficulties in the operation of any of the provisions of these rules.
- (iii) Where any doubt arises as to the interpretation of any of these rules or regulations made thereunder, the matter shall be referred to the Chairman of the Institute whose decision thereon shall be final.

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* (BOM meeting held on 25.3.2010)

INDIAN INSTITUTE OF FOREIGN TRADE

**RULES REGARDING SPONSORSHIP OF IIFT EMPLOYEES
FOR PROFESSIONAL COURSES AND GRANT OF ADVANCE
INCREMENTS AS APPROVED BY THE BOARD OF MANAGEMENT
AT ITS MEETING HELD ON 17TH MAY, 2004**

(A) COURSE FOR SPONSORSHIP :

- a) All the post graduate diplomas relevant to the functions of the IIFT employees and which are not less than 9 months duration from University/Deemed University recognized by All India for Technical Education.
- b) Degree/post graduate degree from University/Deemed University in Law. Degree Diploma in Computer Science/Computer Application, IT relevant to the functions of the IIFT Employees from the Institute recognizes by All India Council for Technical Education/University/Deemed University.
- c) Passing the Intermediate/Part I Examination of the Institute of Chartered Accountants of India, Cost and Works Accounts of India, Institute on Chartered Financial Analyst of India and the Institute of Company Secretary's of India.
- d) Passing the Final Examination of the Institute of Chartered Accounts of India, Cost and Works Accounts of India, Institute on Chartered Financial Analyst of India and the Institute of Company secretary's of India.
- e) Ph. D. awarded by any Indian University, if it is not an essential or desirable qualification for any position in IIFT.
- f) A committee to be constituted by Director, shall consider all the cases for sponsorship on merits and shall recommend to Director for sponsorship or otherwise.

(B) ELIGIBILITY FOR SPONSORSHIP FOR COURSES:

- a) The employee should be permanent employee of the Institute.
- b) He/she will be required to give an undertaking that in case he/she fails to complete the courses successfully in the first attempt, he/she will be required to refund 50% of the amount spent on his/her training.
- c) If the employee so sponsored gives up course in between, he/she will have to refund the fee in full.
- d) No request for sponsoring an employee for another course should be entertained if he has already been sponsored once for a course of not less than 9 months' duration. However, where the employee had earlier been sponsored for a course of less than 9 months' duration, he would be considered after a lapse of five year keeping in view the fact that the seniors to him if interested, and fulfill requirements of the course and have not been sponsored earlier, get chance first.
- e) No employees will be sponsored for the course where study leave is granted.

- f) The employee so sponsored will be required to give an undertaking that he will serve the Institute for at least two years after the completion of the course.
- g) Employee would be sponsored for the course which have direct relevance to the work being performed by the employee at present and is of advantage to him for his further career development in the Institute.
- h) The employee would be considered for being sponsored only for such professional courses (including correspondence courses) which lead to award of a certificate/diploma/degree based on a duly conducted examination.
- i) The Employees of the Institute would be sponsored for the above mentioned courses on their requests but not more than 10% of the employees would be sponsored in a financial year.

(C) ELIGIBILITY FOR GRANT OF ADVANCE INCREMENTS:

- a) The courses of not less than nine months' duration leading to award of Diploma/Degree undertaken by the employee at his own cost after joining the services in the Institute which are of direct interest to the Institute may be granted one advance increment. If the employees get distinction/first class, may be awarded two advance increments. On passing the Final Examination of the Institute of Chartered Accountants of India, Cost and Works Accounts of India, Institute of Chartered Financial Analyst of India and the Institute of Company Secretary's of India, the employees may be awarded two advance increments.
- b) The employees who are awarded Doctorate Degree may be granted two advance increments.
- c) No advance increment would be admissible where the employee is granted study leave or has been granted any scholarship or where the entire cost of the programme is borne by the IIFT either party of fully.
- d) No employee would be granted advance increments on the ground that he has bettered his qualifications twice during the entire period of his career.
- e) An employee drawing pay at the maximum of his grade would be granted ad hoc increment(s) at the same rate at which he was drawing increments prior to reaching the maximum of the scale.
- f) Advance increments would be granted from the date of employee qualifies the concerned examination. However, in case of those who have acquired special qualifications prescribed in these rules after joining IIFT, but prior to approval of these rules advance increments would be admissible from the date on which these rules are approved by the Board of Management and the past cases will not be opened.
- g) In granting advance increments the procedure would be the examination of his past records vis-à-vis others by a DPC.
- h) In respect of employees, sponsored by the Institute for any course, the Institute will pay fee which includes tuition fee, library fees, admission fees, special fees, e.g., science fee and laboratory fees charged for and elective additional subject as a part

of curriculum of the course but will not include cost of books, stationery, conveyance, games fees, study tour cost etc. in respect of the employees sponsored by the Institute to undergo the course.

- i) Incentive should be considered only if the higher qualification will make official more effective in the present of next higher assignment. The quantum of lump sum one time incentive shall be based on qualification without any relation to increment or level/grade of the officer. The incentive is not admissible for the qualifications, which are laid down as essential or desirable in the recruitment rules for the post.

INDIAN INSTITUTE OF FOREIGN TRADE
IIFT BHAVAN
OUTAB INSTITUTIONAL AREA
NEW DELHI

EMPLOYEES CONTRIBUTORY PROVIDENT FUND RULES, 1982

1. Short Title, Commencement and Application

- i) These Rules may be called as 'Indian Institute of Foreign Trade Employees Contributory Provident Fund Rules, 1982'
- ii) These shall be deemed to have come into force from 6th day of March, 1982, the date on which the Employees Provident Fund & Misc. Provisions Act, 1952 was extended to organisations like IIFT.
- iii) These Rules shall apply uniformly to all the employees of the Institute.

2. Definitions in these Rules, unless the context otherwise requires, shall be as under

- i) 'Act' means, the Employees Provident Fund & Misc. Provisions Act of 1952.
- ii) 'Institute' means, the Indian Institute of Foreign Trade, New Delhi.
- iii) 'Board of Management' means, the Board of Management of the Indian Institute of Foreign Trade.
- iv) 'Commissioner' means, the Commissioner for Employees Provident Fund appointed under the Employees Provident Fund Scheme of 1952.
- v) 'Director' means, the Director of the Indian Institute of Foreign Trade.
- vi) 'Chairman' means, the Chairman, Board of Trustees, Indian Institute of Foreign Trade C.P. Fund, New Delhi.
- vii) 'Secretary' means, the Secretary of the Indian Institute of Foreign Trade C.P. Fund, Board of Trustees, appointed by the Director, IIFT.
- viii) 'Board' means, Board of Trustees constituted under these Rules for the administration of the Fund.

- ix) 'Employee' means, any person who is employed on wages for any kind of work for manual or otherwise in connection with the work of the establishment under the Institute who gets his / her wages directly or indirectly from the Institute and includes any person employed by or through a contractor or in connection with the work of any establishment under the IIFT.
- x) 'Excluded Employee' means, an employee who, having been a member of the fund withdrew the full amount of his / her accumulation owing to superannuation or preliminary to permanent migration from India.
- xi) 'Apprentice' means, a person who according to the standing orders applicable to the establishment, is an apprentice or who is declared to be apprentice by the Institute specified in this behalf by the appropriate Government.
- xii) 'Continuous Service' means, un-interrupted service rendered under the Government of India / State Government / Public Sector / Undertaking / Autonomous Organisations or any other establishment covered under the Employees Provident Fund and Misc. Provisions Act, 1952 and includes service which is interrupted by other authorised leave, sickness, accident, strike which is not illegal or cessation of work not due to the employees fault.
- xiii) 'Family' means, in the case of a male member;
 - a) his wife his children whether married or un-married, his dependent parents and his deceased sons, widow and children.

Provided that if a member proves his wife has judicially separated from him or ceased under the personal law governing him or the customary law of the community to which the spouses belong, to be entitled to maintenance, she shall no longer be deemed to the part of the member's family for the purpose of this scheme, unless the member subsequently intimates by express notice in writing to the Board that she shall continue to be so regarded.

- b) in the case of a female member, her husband and children whether married or unmarried or the dependent parents, her husband's dependent parents and her deceased son's widow and children.

Provided that if a member by notice in writing to the Board expresses her desire to exclude her husband from the family, the husband and his dependent parents shall no longer be deemed to be a part of the member's family unless the member subsequently cancels such notice in writing.

EXPLANATION

In either of the above two cases, if the child of a member has been adopted by any other person and if under the personal law of the member, adoption is legally

recognised, such a child shall be considered as excluded from the family of the member:

NOTE

Children means all legitimate children and includes adopted children if the board is satisfied that under the personal law of the member, adoption of a child is legally recognised.

- xiv) 'Fund' means, the IIFT Employees Contributory Provident Fund.
- xv) 'Basic Wages' means all emoluments which are earned by an employee while on duty or on leave with wages in accordance with the terms of the contract of employment and which are paid or payable in cash to him/her but does not include.
 - a) the cash value of any food concession;
 - b) any dearness allowance (that is to say, all cash payments by whatever name called, paid to an employee on account of a rise in the cost of living), house-rent allowance, overtime allowance, bonus, commission or any other similar allowance payable to the employee in respect of his / her employment or to work done in such employment;
 - c) any presents made by the employer.
- xvi) 'Member' means, any employee in the service of the Institute who under these Rules is eligible to become a member of the Fund, if so admitted and is actually subscribing to the Fund.
- xvii) 'Leave' means, any kind of leave recognised by the condition of service in force from time to time to the employees of the Institute.
- xviii) 'Financial Year' means, a year commencing from 1st day of April and ending on 31st Day of March next year.
- xix) 'Government Security' shall have the meaning assigned to it in the Public Debt Act 1944 (18 of 1944).
- xx) 'Re-employed Person' means, any person employed after retirement either from Central Government/State Government/Public Sector Undertaking/Autonomous organisations or from any establishment which is covered under the Provident Fund and Misc. Provisions Act of 1952.
- xxi) 'Sanctioning Authority' means, any member of the Board of Trustees duly authorised by the Board to sanction the advances or withdrawals.
- xxii) Any other expression which is employed under these Rules and not defined but which is defined either in the Employees' Provident Fund and Misc.

Provisions Act of 1952 or the scheme framed there-under shall have the same meaning.

3. Constitution of the Fund as an Irrevocable Trust

The Fund shall be constituted as an 'Irrevocable Trust'. No moneys belonging to the Fund in the hands of the Trustees shall be recoverable by the Institute under any pretext whatsoever nor shall the Institute have any lien or charge of any description on the same.

4. Assets of the Fund

The Fund shall consist of:-

- i) the subscription of the members;
- ii) contribution by the Institute;
- iii) balances transferred from any other Provident Fund where such transfers are permitted by these Rules;
- iv) interest / dividends and profits which may accrue on contributions and subscriptions and investments / Bank deposits.
- v) sums appropriated or forfeited to the Fund under these Rules;
- vi) donations from the Institute, if any.

5. Administration & Management of the Fund

- (a) The Fund shall vest in and be administered by a Board of Trustees comprising:
 - i) The Director
 - ii) Registrar
 - iii) An officer nominated by the Director
 - iv) Three representatives of the members of the Fund to be elected from amongst different categories of employees of the Institute in the presence of a representative of the Regional Provident Fund Commissioner.
- (b) The Director will be the Chairman of the Board. The Finance Officer shall function as its Secretary and shall deal with all matters pertaining to administration, management, accounting etc. of the Fund, except such matters as are specifically reserved for disposal and decision of the Board of Trustees under these Rules. The Secretary will be assisted by necessary staff for the efficient discharge of his functions.
- (c) The Secretary and Chairman or the Secretary and any one member of the Board of Trustees elected by the members shall jointly operate upon the account of the Fund.

- (d) The term of the office of the Board will be for a period of five years, subject to approval of, Director, IIFT.

6. Banking and investment of the fund money

- (a) All moneys received on the Fund Account not required for investment shall be deposited in the State Bank of India or any Nationalised Bank as may be decided by the Board. The deposits with the Bank(s) may, according to the requirement of the Fund, from time to time, be on savings Bank Account.
- (b) Investment of all moneys belonging to the Fund and not immediately required for making any payment to members, after making payments of loans and full amount to retiring members, shall be invested only in approved Central / State Govt. securities in accordance with the orders of Ministry of Labour & Employment issued from time to time at the close of every financial year.
- (c) All expenses incurred in respect of, and loss, if any, arising from, in investments shall be charged to the Fund.

7. Functions of the Board of Trustees

The Board of Trustees shall decide on the following specific matters.

- (a) Differences or disputes which may arise under these Rules either as to the interpretation thereof or as to the rights and obligations of the Institute and /or the members of the Fund. In case of dispute, matter shall be referred to the Regional Provident Fund Commissioner, whose decision shall be final and binding on both parties.
- (b) Investment of moneys of the Fund with the appropriate Central Government/State Government securities.
- (c) Raising of moneys as may be required for the purpose of the Fund by sale, hypothecation or pledge of the investments wholly or partly.
- (d) Fixation of rate of interest to be credited to the member's account.

8. Meeting of the Board

- (a) There shall be at least two meetings of the board in a year. At every meeting of the Board, the Director or in his absence any member of the Board elected by the members shall preside.
- (b) The presence of at least four members of the Board, of whom two shall be the representatives of the employees shall form quorum at any meeting.

- (c) Each member shall have vote and in the case of equality of votes, the presiding officer shall have a casting vote.

9. **Procedure for election of employees' representatives on the Board of Trustees**

- (a) Constitution: The Board shall be constituted in the manner provided.
- (b) Number of members: The Board shall consist of an equal number of representatives of the Institute and the employees. The number of Trustees on a Board shall be so fixed as to afford, as far as possible, representation of various categories of employees, branches / departments of the Institute.

Provided that the number of Trustees on a Board shall neither be less than six nor more than eight.

- (c) Institute's representatives: The Institute shall nominate its representatives from amongst the officers employed in the managerial or administrative capacity in the Institute.
- (d) Election of Employees' representatives: The representatives of the employees shall be elected by the members of the Fund in an election to be held for the purpose on any working day.

Provided that wherever there is a recognised Union under the Code of Discipline or under any State Act, such Union shall nominate the employees' representatives; provided further that wherever there is no recognised Union, the representative Union, if any, existing and any law regulating the recognition of workers' Union, shall nominate the employees' representatives provided also that wherever there is neither a recognised Union nor a representative Union / Association existing in the Institute and qualified for recognition by the Institute, shall nominate the employees' representatives. Where there is more than one such Union/ Association, and it become difficult to nominate representatives of the employees, the Institute can conduct election and get the nominees of the employees elected.

- (e) Qualification of candidates for election:
 - i) Any member of the Fund who is not less than 20 years of age may, if nominated as hereinafter provided, be a candidate for election as an employees' representative.
 - ii) An outgoing trustee shall be eligible for re-election or re-nomination as the case may be.

(f) Procedure for Election:

The Institute shall fix a date for receiving the nominations from candidates for election as employee's Representatives. It shall also fix a date for the withdrawal of nomination and the date of election which shall not be earlier than one week after the closing date for withdrawal of nominations. The date so fixed shall be notified to the members in advance. The notice shall also specify the number of seats to be filled by the employees' representatives. A copy of such notice shall also be sent to the recognised Trade Unions, if any, of the Institute and to the Regional Provident Fund Commissioner. Election shall be held in the presence of a Representative of the Regional Provident Fund Commissioner.

(g) Nomination of candidates for election:

Every nomination shall be made in the form annexed to these Rules (Annexure-I). Each nomination paper shall be signed by the candidate to whom it relates and attested by at least two members of the Fund other than the proposer and shall, be delivered to the Institute before or on the closing date fixed for receiving the nominations.

(h) Scrutiny of nomination Papers:

The Institute shall scrutinise the nomination papers received under Rule9(g) on the date following the last date fixed for withdrawing the nomination papers. The candidate or his nominee, the proposer or the attesting members, may be present, if they so desire. The invalid nomination papers shall be rejected.

(i) Voting in election:

- (i) If the number of candidates who have been validly nominated is equal to the number of seats, the candidates shall forthwith be declared duly elected.
- (ii) If the number of candidates is more than the number of seats, voting shall take place on the date fixed for election.
- (iii) The election shall be conducted by the Institute in the presence of an officer, deputed by the Regional Provident Fund Commissioner.
- (iv) Every member of the Fund shall have as many votes as there are seats to be filled on the board.

Provided that each such member shall be entitled to cast only one vote in favour of any one candidate.

- (v) The voting shall be by Secret Ballot.

(j) Disqualifications of a Trustee:

A person shall be disqualified for being a Trustee of the Board:

- (i) If he/she is declared to be of unsound mind by a competent authority; or
- (ii) If he/she is an undischarged insolvent; or
- (iii) If he/she has been convicted of an offence involving moral turpitude.

(k) Filling of casual vacancies:

In the event of a Trustee, elected or nominated, ceasing to be a trustee during the tenure of the Board, his/her successor shall be elected or nominated, as the case may be in the manner here-in-before provided for election of nominees.

(l) Reference to Regional Provident Fund Commissioner:

In case of any dispute or doubt, the matter shall be referred to the Regional Provident Fund Commissioner in whose region the Head Office of the Institute is situated. His decision in the matter shall be final and binding.

(m) Provision for residuary matter:

All matters not provided for in this Rule shall be regulated by the other provisions, if any, of the Rules.

10. Employees eligible to become members

- (a) Every employee employed in or in connection with the work of a factory or other establishment to which the Employees Provident Fund Scheme, 1952 applies, except apprentices and Govt. employees on deputation and excluded employees, shall be entitled and required to become member of the Fund from the beginning of the month following that in which these Rules come into force in such a factory or other establishment, if on the date of such coming into force, he / she has completed 3 months continuous service or has actually worked for not less than 60 days within a period of 3 months or less in that factory or other establishment or in any other factory or other establishment to which this Act applies under the same employed or partly in one and partly in the other or has been declared permanent in any such factory or other establishment whichever is earlier.
- (b) An excluded employee will also be entitled to become a regular member of the Fund from the beginning of the month following that in which he/ she ceases to be such employee provided that on the date on which he/she ceases to be an excluded employee he/she has completed 6 months continuous service or has

actually worked for not less than 120 days within a period of 6 months or less in the factory or other establishment or in any other factory or establishment to which this Act applies in the other or has been declared permanent, in any such factory or other establishment, whichever is earlier.

Note I

For the purpose of this paragraph 'continuous service' shall mean uninterrupted but includes service which is interrupted by the sickness, accident, authorised leave, strike which is not illegal or involuntary unemployment provided that an illegal strike shall not constitute break in the services of an employee where his/her employer has condoned the break in continuous service due to such illegal strike or where an employee is continued in employment without prejudice to his / her continuity of service either as a result of a settlement between him/her and the employer or an award.

Note II

In computing the period of work (for 120 days) under this paragraph:

- a) Periods of involuntary unemployment ceased by stoppage of work due to shortage of raw material or fuel, changes in the line of production, breakdown of machinery or any other similar cause;
- b) Periods of authorised leave;
- c) Sundays and other holidays intervening the days of actual work shall be deemed to be days of actual work, shall be deemed to be days on which the employee has worked in the factory or other establishment; and
- d) in the case of a female employee, periods of maternity leave for any number of days not exceeding 135 days shall also be deemed to be days on which the employee has worked in the factory or other establishment.

Provided that subject to a maximum of (120 days) in respect of a seasonal factory or other establishment, an employee who, during the period of seasonal factory or other establishment, was in operation during (six months) has not less than 2/3rd of the period of factory or other establishment was in operation during those twelve months, shall be deemed to have completed one year's continuous service in the factory or other establishment;

Provided further that if an employee is employed in a factory (other than a seasonal factory) or an establishment (other than a seasonal establishment) and does work which is of a seasonal nature in such factory or establishment, he / she shall be governed by the provisions contained in the preceding provision subject to the conditions specified therein.

11. Rate of subscription

A member shall subscribe to the Fund every month a sum equivalent to 12% or more of his / her basic wages, and dearness allowance including Additional Dearness Allowance, Dearness Pay, Interim Relief and other Reliefs (excluding HRA,CCA and Transport Allowance) sanctioned by the Institute from time to time, payable to such employee and communicated to the board in Form 'A'.

Subscription shall be deducted by the Institute from the pay payable to the subscriber every month in amount calculated to the nearest rupee.

12. Subscription of subscriber on leave

The subscription of a subscriber absent on leave, during the period of such leave, be assessed on his/her leave pay but any such subscriber shall be at liberty to subscribe on the full amount of his/her pay provided notice in writing of his/her desire to do so is given by him/her to the board not less than 14 days in advance of the first payment of his/ her leave salary.

13. Voluntary subscription

- (a) In addition to the compulsory subscription, a member may, at his/ her option, subscribe monthly a fixed sum expressed in whole Rupee, subject to the ceiling of salary left after recovery of compulsory subscription and deduction due to Government and Institute. The option as to making a Voluntary subscription and as to the rate of subscription shall be uniform throughout , unless varied before the commencement of any financial year, as also only once during the course of a financial year.
- (b) The Voluntary subscription shall not earn any contribution by Institute but only interest under Rule 17.

14. Recovery of subscription from salary or wages

- (a) The subscription of each member shall be recovered at source from the salary or wages of each periodical payment thereof and shall vest in the Board of Trustees for credit to the individual accounts of the members in the books of the Fund.
- (b) While a member is in foreign service and receives his/her salary from the foreign employer, it shall be the responsibility of the member to remit his/her subscription and Institute's contribution thereon as due under Rule 14 (a) and 15 respectively to the Board of Trustees. The Board may, however, accept these remittances directly from the foreign employer without prejudice to the member's responsibility as aforesaid.

15. **Payment of contribution**

- (i) The Institute shall pay the employer's contribution to every employee calculated at the rate of 12% **or as amended by the Government from time to time** of the basic pay plus Dearness Allowance and addl. Dearness Allowance /Pay, Interim Relief and other Reliefs (excl. HRA, CCA and Transport Allowance) sanctioned by the Institute from time to time to every employee and the same shall be deposited to the Fund account on or before 15th of the following month.
- (ii) The Institute shall pay the administrative/inspection charges to the Regional Provident Fund Commissioner every month.

Explanation

For the purpose of this paragraph, the expression 'Administrative Charges' means such percentage of the Pay (Basic Salary, Dearness Allowance, if any, other Allowance etc.) for the time being payable to the employees other than an excluded payable and in respect of which Provident Fund contribution are payable as the Central Government may, in consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses, fix.

15.(a) **Institute share not to be deducted from the members**

Notwithstanding any contract to the contrary, the Institute shall not be entitled to deduct the Institute's contribution from the salary of a member or otherwise to recover it from him / her.

16. **Provident Fund Account**

The aggregate amount received as the employer's and the employee's contribution to the Fund shall be credited to an account to be called the 'Provident Fund Account'.

17. **Interest account and Reserve account**

- (i) An interest account shall be opened in the books of the Fund and all interest or dividends received or accrued on investments/advances/bank deposits of the Fund during a financial year shall be credited to this account which shall be debited with any incidental charges and expenses incurred on investments / Bank Deposits.
- (ii) Reserve Account shall be maintained in the books of the Fund to which shall be credited any profit arising from the sale of scrutinities, and any amounts which may be appropriated or forfeited to the Fund. The amount will be utilised for the following:

- (a) Payment of grant-in-aid to the nominee(s) of a deceased member provided that the total amount, including the sum proposed to be paid, does not exceed Rs. 1,000/- (Rupees One Thousand only). The intention is that a sum of Rs. 1,000/- is assured to such nominees/heirs.
- (b) Payment of Rs. 50/- as incentive for family planning cases, restricted to sterilisation cases only, to supplement the efforts of the Govt. of India.
- (c) Grant-in-aid to wives of the members for purchase of sewing machines, spinning wheels for supplementing the earning of the family of the member, whose basic pay is less than Rs. 1,000/-, subject to minimum of Rs. 200/-or 40% of total cost, whichever is more.
- (d) For meeting money order or such other commissions on remittances from the Provident Fund to outgoing members / their heirs.
- (e) For declaring the rate of interest so that it is not lower than that fixed under the Employees' Provident Fund Scheme.
- (f) For making good the capital loss on the conversion of securities and other instruments. This should, however, be limited to cases of absolute necessity.

18. **Cost of administering the fund**

All expenses in connection with the administration and maintenance of Provident Fund Account under these regulations, including the pay and allowances of the staff appointed for the purpose of administering the Fund , shall be borne by and charged upon the Institute.

19. **Nomination**

- (i) Every member shall, on joining the Fund make a nomination conferring on one or more persons the right to receive the amount that may stand to his / her credit in the Fund in the event of his / her death before the amount has become payable but has not been paid.

Provided always that if at the time of making the nomination, the member has a family, the nomination shall not be in favour of any person or persons other than the members of his/her family. The nomination shall be made in one of the forms as prescribed under the Provident Fund Miscellaneous Provision Act, 1952 (Forms 'B' and B-1).

- (ii) If a member nominates more than one person under sub-rule (i) above, he/ she shall specify in the nomination the amount or share payable to each of the nominee(s) in such manner as to cover the whole of the amount that may stand to his / her credit in the Fund at any time.

- (iii) A member may, at any time, cancel a nomination by sending a notice in writing to the Board, provided that the member shall along with such notice send a fresh nomination in accordance with the provision of these Rules (Form 'B'-2).
- (iv) A member may provide in a nomination:
 - (a) in respect of any specified nominee that in the event of his / her predeceasing the member, the right conferred upon that nominee shall pass to such other persons as may be specified in the nomination.
 - (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein, provided that if at time of making the nomination, the member has no family, he / she shall provide in the nomination that it shall become invalid in the event of his/ her subsequently acquiring a family.

20 **Maintenance of the accounts of the subscription**

Separate account shall be maintained for each subscriber showing the amount contributed by him / her, the sum added to it by the Institute, interest accrued thereon, amount withdrawn by him / her and the total amount standing to his / her credit. A pass book will be provided to each employee in which all the above mentioned items will be entered. The employees themselves can enter the monthly contributions, if it is being deducted from their salary and submit the pass book after a year within three months of the closing of the financial year to the Secretary for entering Institute's contribution and interest accrued thereon. Members should satisfy themselves as to the correctness of the annual statement and any error should be brought to the notice of the Trustees within six months of the receipt of pass book.

21. **Closing of Subscriber's Account**

A subscriber's account shall be closed:

- (i) from the date of his/her death.
- (ii) When he/she withdraws the amount standing to his/her credit in the fund, on resignation/retirement.

22. **Balance Sheet and Audit**

Soon after 31st March in each year, a balance-sheet shall be prepared as on 31st March. In preparing the balance-sheet, investments shall be valued at cost without taking into account appreciation or depreciation thereto. The balance-sheet and the accounts shall be audited yearly by the Auditors of the Institute. A copy of the balance-sheet will be sent every year to Regional Provident Fund Commissioner.

23. **Recoverable Advance from the Fund**

The Board of Trustees or a Trustee authorized by the Chairman of the Board and Secretary of the Fund may sanction the payment to any subscriber of a recoverable advance consisting of a sum of whole rupees and not exceeding in amount six months' pay plus all allowances (excl. HRA & CCA) or 90% of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund, whichever is less.

23A. Recoverable advances under Rule 23 above shall be sanctioned for one or more of the following purposes:

- (a) to pay expenses in connection with the illness, confinement or disability, including where necessary, the traveling expenses, of the subscriber and member of his/her family or any person actually dependent on him/her;
- (b) Advances for purchase of durable asset items may be sanctioned subject to the condition that the subscriber will purchase a new item and produce documentary evidence in support of having purchased the same;
- (c) Advance may be sanctioned to the subscriber for undertaking annual repairs and maintenance of subscriber's house/flat, whether owned or rented;
- (d) Advances may be sanctioned for payment of fee to school/college/ university, purchase of books and cost of passage, if any, for member himself/herself and/or the children of members in an academic year, dependent on his/her in the following cases, namely:
 - For academic, medical, technical, engineering, professional, vocational or specialized courses, within or outside India, beyond High School stage, provided the duration of such course is not less than three months.
- (e) 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 betrothals or marriages, funerals or other ceremonies;
- (f) to meet the cost of legal proceedings instituted by the subscriber for vindicating his/her position in regard to any allegations made against him/her in respect of any act done or purporting to be done by him/her in the discharge of his/her official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source.

Provided that the advance under this sub-clause shall not be admissible to a subscriber, who institutes legal proceedings in any Court of Law either in respect of any matter unconnected with his/her official duty or against Government in respect of any condition of service or penalty imposed on him/her;

- (g) to meet the cost of his/her defence where the subscriber is prosecuted by Government in any Court of Law or where the subscriber engages a legal

practitioner to defend himself/herself in an enquiry in respect of any alleged official misconduct on his/her part;

- (h) to pay premia on policies of Insurance on the life of the subscriber or of his wife/her husband.

Provided that the premia receipt granted by the Insurance company are produced for inspection from time to time.

- (i) to meet the expenditure on building or purchasing a house/flat or a site for a house.

Provided that such house/flat or site is assigned to the Board and the subscriber does not already own a house/flat in his/her name, in the name of his wife/her husband or his/her children wholly dependent on him/her.

23-B. The Board of Trustees may in special circumstances sanction the payment to any subscriber of an advance as per the limits laid down under Rule 23 above, if they are satisfied that the subscriber concerned requires the advance for reasons other than those mentioned above.

23-C. An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down under Rule 23 or until repayment of the last instalment of any previous advance is made.

24. Recovery of Advance

An advance shall be recovered from the subscriber in such number of equal monthly instalments as the Board of Trustees may direct, but such number shall not be less than twelve unless the subscriber so desires and more than sixty.

24-A. A subscriber may, at his/her option, make repayment in a less number of instalments than that prescribed under Rule 24 above. Each instalment shall be a number of whole rupee, reduced if necessary, to admit of the fixation of such instalments.

24-B. Recovery shall be made from the pay and shall commence with the issue of pay for the month following the one in which the advance was drawn. Recovery shall not be made, except with the subscriber's consent, while he/she is in receipt of subsistence grant or is on leave which either does not carry any leave salary or carries leave salary equal to or less than pay or half average pay as the case may be. The recovery may be postponed, on the subscriber's written request, by the Board of Trustees during the recovery of an advance of pay granted to the subscriber.

24-C. If an advance has been granted to a subscriber and drawn by him/her and the advance is subsequently disallowed before repayment is completed, the whole or balance of the advance or in default, be ordered by the Board of Trustees to be recovered by deduction from the emolument of the subscriber in a lump-sum or in monthly instalments not exceeding twelve, as may be directed by the Authority competent to sanction an advance.

24-D. Recoveries made under this Rule shall be credited, as they are made, to the account of the subscriber to the Fund.

24-E. Notwithstanding anything contained in these Rules, if the Board of Trustees is satisfied that money drawn as an advance from the Fund under Rule 23 has been utilized for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall forthwith be repaid by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in lump-sum from the emolument of the subscriber even if he/she be on leave. If the total amount to be repaid be more than half the subscriber's emolument, recoveries shall be made in monthly instalments of moieties (half) of his/her emoluments till the entire amount is repaid by him/her.

25. Interest on Advance

A subscriber who is permitted advance from the Fund as per Rule 23 may pay interest one per cent more which he/she receives on the accumulations standing to his/her credit. The interest on the advance drawn shall be payable after the principal is recovered and the same shall be credited to the interest account of the Fund.

26. Non-Refundable Advance from the Fund.

The Board of Trustees may, on an application from a member who completes 5 years' membership of the fund, authorize payment of a non-refundable advance from the Provident Fund Account upto 75% of the Institute's contribution in addition to 100% of member's own subscription or the provision under the EPFMP Act 1952, whereby upto 24 months' emoluments could be sanctioned as non-refundable advance whichever is less, to the subscribers.

26-A. Non-refundable advance under Rule 26 above may be sanctioned for any of the following reasons:

- (a) Building or acquiring a suitable house/flat for his/her residence including the cost of the site or repaying any outstanding amount on account of loan expressly taken for this purpose, or reconstructing or making additions or alterations to a house already owned or acquired by the subscriber.
- (b) Purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose.
- (c) For constructing a house on a site purchased utilizing the sum withdrawn under clause (a) above.
- (d) For acquiring a farm and/or business premises or both within six months before the date of the subscriber's retirement.
- (e) To meet expenditure towards the allotment of a tenement constructed or to be constructed under subsidized Housing Scheme.

Note : Non-refundable advance for the purpose of housing will be sanctioned for not more than 3 occasions during the total service of the subscriber.

- (f) For the purpose of additions, substantial alterations necessary to the dwelling house owned by the member or spouse or jointly by the Member and spouse, an additional advance upto 6 months emoluments may be sanctioned after a period of 5 years from the completion of dwelling house or from the date of purchase of ready-built flat/house.
- (g) Advance may be sanctioned for purchase of 10 year's National Saving Certificates with the following stipulations;
 - i. after the certificates are purchased, the subscriber will deposit the same with the Board of Trustees.
 - ii. Certificates will be handed over to the subscriber on maturity or retirement/leaving the service by him/her whichever is earlier.
 - iii. In the event of death of the subscriber, the certificates will be handed over to the nominee(s) as provided in the certificates.

26-B. Board of Trustees may also authorize payment of non-refundable advance from the Provident Fund Account not exceeding 90% of his/her own total subscription, including interest standing to his/her credit on the date of such authorization for one or more of the following purposes, namely:

- 1) To meet expenditure in cases of hospitalization, surgical operation, treatment of TB/Leprosy/Paralysis/Cancer and/or prolonged illness, including where necessary the traveling expenses, of the subscriber himself/herself and/or any member of his/her family or any person actually dependent on him/her, subject to condition (c) below:
- 2) Meeting the expenditure in connection with the betrothal, marriage of the sons or daughters of the subscriber and/or any other relation actually dependent on him/her and to meet other obligatory expenses which by customary usage, one has to incur.
- 3) Meeting the cost of higher education, including where necessary the traveling expenses, of any child or the subscriber in the following cases:

For any academic, medical, engineering, professional, vocational, technical or specialized course in India or outside India, beyond High School stage, provided the duration of such courses of study is not less than three months.

- 4) to meet any unforeseen expenditure to maintain/repair of his/her movable or immovable property which has been damaged by a calamity of exceptional nature such as floods, earthquakes or riots etc., subject to condition (d) below:

Note : No advance under Rule 26-B above shall be sanctioned to a subscriber unless:

- (a) he/she completes seven years' membership of the fund;

- (b) the amount of his/her total subscription with interest standing thereon to his/her credit in the fund is Rupees one thousand or more;
- (c) For condition at serial No. (i) above, the applicant subscriber shall be required to submit alongwith her/his application, a registered physician/surgeons certificate in evidence of prolonged illness, surgical operation or hospitalization etc., as the case may be. No advance shall be sanctioned to a subscriber for his/her treatment of TB/Leprosy/Paralysis/ Cancer unless he/she has been granted leave for treatment of the said illness;
- (d) For condition at serial No. (iv) above, Govt. has declared that calamity has affected the General Public in the area and member produces a certificate from an appropriate authority to the effect that his/her property (movable/immovable) has been damaged as a result of the said calamity.

27. Circumstances in which the Total Accumulation Fund become payable

- (i) The full amount standing to a subscriber's credit including his/her own share and the Institute's contribution together with interest accrued thereon, shall be payable on the death of the subscriber to his/her nominee(s) as explained under Rule 19 above.
- (ii) A member may withdraw the full amount standing to his/her credit in the Fund:
 - (a) on retirement from service (including reemployed persons) after attaining the age of 60 years.

Provided that a member, who has not attained the age of 60 years at the time of resignation or termination of his/her service shall also be entitled to withdraw the full amount standing to his/her credit in the Fund.

- (b) On retirement on account of total incapacity for work due to physical or mental infirmity duly certified by the medical officer of the Institute, or where the Institute has no regular medical officer, by a registered medical practitioner. Provided that it shall be open to the Board to demand from the member a fresh certificate from Civil Surgeon or any doctor acting on his/her behalf, where the original certificate produced by him/her gives rise to suspicion regarding its genuineness.

Explanation

A member suffering from tuberculosis or leprosy, even if contracted after leaving the service of the Institute on grounds of illness but before payment has been authorized, shall be deemed to have been permanently and totally incapacitated for work.

- (c) immediately before migration from India for permanent settlement abroad;

- (d) on termination from service in the case of mass or individual retrenchment

Provided that in the case of mass retrenchment the payment shall be made immediately and in the case of individual retrenchment payment shall be made if the member has not been employed in any factory or other establishment, to which the Act applies, for a continuous period of not less than six months immediately preceding the date on which the member makes the application for withdrawal;

- (e) In case of the following contingencies, provided the actual payment shall be made only after completing a continuous service for a period of not less than six months immediately preceding the date on which a member makes the application for withdrawal:
 - (1) where a unit or division is closed but certain employees who are not retrenched, are transferred by the Institute to other unit or establishment not covered under the Act; and
 - (2) where a member is discharged and is given retrenchment compensation under the Industrial Dispute Act, 1947 (14 of 1947).
- (f) Immediately on ceasing to subscribe to the Fund consequent on the Institute ceasing to give effect to the provisions of the Act.
- (iii) In cases other than those specified in Rule 27(i) and 27(ii) the Board may permit a member to withdraw, subject to the provisions of Rule 27(iv) below the amount standing to his/her credit in the Fund, if:
 - (1) he/she being a national of a country other than India is leaving India at least for a year, or
 - (2) he/she has not been employed in any factory or other establishment to which the Act applies for a continuous period of not less than six months immediately preceding the date on which he/she makes the application for withdrawal.

Explanation

A declaration in writing made by a member affirming the fact of non-employment as aforesaid may be accepted as proof thereof.

- (iv) when a member withdraws any amount under clause (iii) above, the following provisions shall apply:

- (1) 75% of the employer's contribution and interest thereon shall be forfeited to the fund if the period of his/her membership is less than three years; or
- (2) 50% of the employer's contribution and interest thereon shall be forfeited to the fund if the period of his/her membership is three years or more but less than 5 years.
- (3) 15% of the employer's contribution and interest thereon shall be forfeited to the fund if the period of his/her membership is 5 years or more but less than 10 years.

Explanation

In computing the period of membership, his/her total service, exclusive of periods of breaks in any organization which is covered under this Act or any other Act of Provident Fund, shall be included provided that the member did not withdraw his/her provident fund accumulations during such period.

28. Payment of Accumulations of a Deceased Member

To the nominee(s) and/or legal heirs of a deceased member, whatever be the period of his/her service, the Board shall pay on application, the whole amount standing to the credit of the member of his/her death under Rule 29 thereof.

29. Accumulations of a Deceased Member to whom payable on the Death of the Subscriber.

- (i) When the subscriber leaves behind a family
 - (a) If a nomination made by the subscriber in accordance with the provisions of Rule 19 in favour of a member of his/her family subsists, the amount standing to his/her credit in the fund or the part thereof to which the nomination relates, shall become payable to his/her nominee or nominees in the proportion specified in the nomination:
 - (b) 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 standing to his/her credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his/her family become payable to the members of his/her family in equal shares;

Provided that no share shall be payable to:

1. Sons who have attained the age of majority;
2. Sons of a deceased son who have attained the age of majority;
3. married daughters whose husbands are alive;
4. Married daughters of a deceased son whose husbands are alive;

Provided further that the widow 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 had he survived the subscriber and had not attained the age of majority at the time of subscriber's death.

ii) When the subscriber leaves no family:

If a nomination made by him/her in accordance with the provisions of Rule 19 in favour of any person or persons subsists, the amount standing to his/her credit in the Fund or the part thereof to which the nomination relates shall become payable to his/her nominee or nominees in the proportion specified in the nomination.

30. Interest

- a) Interest on all sums standing in the books of the Fund to the credit of a subscriber shall be payable up-to the end of the month, preceding the date on which the final payment is authorized irrespective of the date of receipt of the claim from the claimant concerned. Provided that the rate of interest to be allowed to claims for refund for the broken currency period shall be the rate fixed for the financial year in which the refund is authorized.
- b) Institute shall credit to the account of each member interest at such rate as may be determined by the Central Government and/or Board of Trustees. Interest for the period of currency of the card shall be allowed on the balance standing to the credit of the member on the first day of April falling within the period of currency.

31. Agreement to be Executed by Subscriber

Every subscriber to the fund shall execute an agreement in Form 'C'.

32. Protection Against Attachment

- i) The amount outstanding to the credit of any member in the fund shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any decree or order of any court in respect of any debt or liability incurred by the member and neither the official assignee appointed under the Presidency Towns Insolvency Act, 1909 (30 of 1909) nor any receiver appointed under the Provincial In-solvency Act, 1920 (5 of 1920), shall be entitled to, or have any claim on any such amount.
- ii) Any amount standing to the credit of a member in the Fund at the time of death and payable to his/her nominee(s) under these Rules shall, subject to any deduction authorized by these Rules, vest in the nominee(s) and shall be free from any debt of other liability incurred by the deceased or the nominee(s) before the death of the member.

33. Winding up of the Fund

In the case of dissolution of the Institute, the Fund shall be wound up and the accumulated amount in the Fund shall be transferred to Regional Provident Fund Commissioner.

34. Residuary Powers

For matters not provided under these Rules, the Board may exercise the powers subject to the provision of Rule 36, as may be necessary, for administration of the Fund.

35. Powers to Alter, Repeal Etc.

The Institute may, with the previous sanction of the Board of Management, Regional Provident Fund Commissioner and Board of Trustees, add, amend or vary or rescind any provisions of these Rules.

36. Notwithstanding anything contained in these Rules:

- a) If provision contained in these Rule is:-
 - i) Less beneficial to the employees than the corresponding provision in the EPF & MP Act, 1952 or the Schemes made thereunder, or
 - ii) In conflict with the corresponding provision in the EPF & MP Act, 1952, the scheme 1952 made thereunder, the provisions contained in the EPF & MP Act, 1952 or the scheme made thereunder shall prevail ; or
- b) If in respect of any provision contained in the EPF & MP Act, 1952 and/or the scheme made thereunder, there is no corresponding provisions in the Rules, the former shall prevail.
- c) All doubtful cases will be referred to Regional Provident Fund Commissioner.

ANNEXURE – 1
FORM OF NOMINATION PAPER
(Rule 9 (a))

Name of the Division

I hereby nominate Shri/Mrs./Miss _____,

(Name of the employee, candidate with
his/her Provident Fund Account No.)

as a candidate for selection to the Board of Trustees.

Signature of the proposer with date & his/her
Provident Fund A/C No.

Address: _____

Date: _____

I hereby declare that I agree to the nomination.

Signature of Candidate with date

Address: _____

Attested by (1) _____

(2) _____

(To be Signed by the two members of the provident
Fund).

CERTIFICATE OF DELIVERY

This nomination paper was delivered to me at my office on _____ by the
candidate/ proposer.

Presiding Officer (duly appointed)

FORM – A
FORM FOR FIXING RATE OF SUBSCRIPTION
UNDER RULE II

Place: _____

Date: _____

To,

The Secretary
The Board of Trustees
Indian Institute of Foreign Trade
Employee's Provident Fund
New Delhi.

Sir,

I hereby authorise you under Rule 11 of the Indian Institute of Foreign Trade Employees' Provident Fund Rules, 1982 that _____
_____ (not less than (12%) per cent of my pay plus allowances (excl. HRA, CCA and Transport Allowance) may be deducted every month as my subscription to the said Fund.

Yours faithfully,

(Signature)

Designation _____

A/C. Number _____

FORM – B
FORM OF NOMINATION
(RULE 19)

(When the subscriber wishes to nominate member or members of his/her family)

To,

The Secretary
The Board of Trustees
Indian Institute of Foreign Trade
Employee's Contributory Provident Fund
New Delhi.

Sir,

I hereby nominate the person/persons mentioned below who is/are a member/ members of my family as defined in rule 2(xiii) of the Indian Institute of Foreign Trade Employees' Provident Fund Rules, 1982, to receive the amount attending to my credit in the Fund, in the event of my death before that amount has become payable or having become payable but has not been paid and direct that the said amount shall be distributed among the said person/persons in the manner shown below against their names:

Name & Address of Nominee or Nominee's	Nominee's Relationship with Subscriber	Age of Nominee	Amount or share of accumulation in the Fund to be paid to each nominee

In the event of my death, if any of the above nominees is minor, the persons whose particulars are given below shall be deemed to be the guardian of the minor nominees(s) for the purpose of these Rules.

Name and Address of the guardian	Age of the guardian	Relation of the guardian with the subscriber

Signature of Subscriber

Subscriber's Signature
Verified by me.

Date _____

Immediate Superior Officer.

Two witness to signature:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

FORM 'B; - 1
FORM OF NOMINATION
(Vide Rule 19)

(When the member wishes to nominate a person or persons other than member of his/her family)

To,

The Secretary
Board of Trustees,
Indian Institute of Foreign Trade,
Employees Provident Fund,
New Delhi.

Sir,

I having no family as defined in rule 2 (xiii) of the Indian Institute of Foreign Trade Employees Contributory Provident Fund Rules, 1982 here by nominate the person/persons mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable but has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name & Address of Nominee or Nominee's	Nominee's Relationship with Subscriber	Age of Nominee	Amount or share of accumulation in the Fund to be paid to each nominee.

In the event of my death, if any of the above nominees is a minor, the person whose particulars are given below shall be deemed to be the guardian of the minor nominee for the purpose of these Rules.

Name and Address of the Guardian	Age of the Guardian	Relationship of the Guardian with the subscriber

Date: _____

Two witnesses to signature:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

Signature of Subscriber)

Subscriber's Signature
verified by me.

Immediate Superior Officer

FORM – B – 2
(Vide Rule No. 19)

(Cancellation of Nomination Form)

To,

The Secretary
Board of Trustees,
Indian Institute of Foreign Trade,
Employees Provident Fund,
New Delhi.

Sir,

I hereby request that the nomination form given by me earlier be cancelled and substituted by enclosed nomination form.

Yours faithfully,

Signature or left hand thumb
Impression of the member

Name in Block letters _____

Designation _____

Date: _____

Two witness to signature:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

FORM 'C'
FORM OF AGREEMENT
(RULE 31)

Account No. _____

Place: _____

Date: _____

To,
The Secretary
Board of Trustees,
Indian Institute of Foreign Trade,
Employees Provident Fund,
New Delhi.

Sir,

I hereby declare that I have read and understood the Indian Institute of Foreign Trade Employees' Provident Fund Rules, 1982 and I hereby undertake to subscribe to the said Fund, and agree to be bound by the said Rules.

1. Name (in full) _____
2. Date of Birth _____
3. Nature of appointment _____
4. Designation _____
5. Salary per month _____
(Basic pay plus DA)

Yours faithfully,

(Signataure)

Witness:

Signature: _____

Name: _____

Designation: _____

Address: _____

Name in block letters

INDIAN INSTITUTE OF FOREIGN TRADE

The family details to be submitted in duplicate

Name of the subscriber (in capital letters) _____

C. P. F. Account No. _____

Designation & Place
of posting _____

Permanent House Address _____

Name	Age	Relationship	Married/ Unmarried	Remarks
------	-----	--------------	-----------------------	---------

Signature of Subscriber

Note: The name of the family members, who are dependent on the subscriber, be stated clearly along with their marital status also. At the later stage, if there is any change, the same be communicated.

Attested by

INDIAN INSTITUTE OF FOREIGN TRADE

IIFT Death-cum-Retirement Gratuity Rules – 1980

1	Title	These Rules shall be called the Indian Institute of Foreign Trade Death-cum-Retirement Gratuity Rules, 1980.
2	Commencement	These Rules shall be deemed to have come into force w.e.f. September 16, 1972.
3	Definitions	In these rules unless the context otherwise requires:
		(a) “Institute” means the Indian Institute of Foreign Trade registered under the Societies Registration Act, 1980.
		(b) “Each completed year of service” means a period of 12 months service rendered by the employee reckoned from the date of his / her joining the Institute.
		(c) “Employee” means the whole time regular employee of the Institute whose name appears on the pay roll of the Institute.
		(d) “Family” shall include the following:
		i. Wife in the case of a male employee
		ii. Husband in the case of a female employee
		iii. Sons
		iv. Unmarried and widowed daughters, including step children and adopted children
		v. Brothers below the age of 18 years and unmarried and widowed sisters, including step brothers and step sisters
		vi. Father
		vii. Mother
		viii. Married daughters and
		ix. Children of a pre-deceased son
		(e) “Fund” means the Gratuity Fund so stipulated hereunder

		(f) "Permanent total disability" means disability resulting from any disease / injury which in the opinion of the Director General makes the employee concerned totally incapable of rendering service to the Institute. Provided however, in the case of the Director General such authority shall be exercised by the Chairman.
		(g) "Qualifying Service" means service rendered by a person after completion of 18 years of age on regular basis including the period spent on probation from the date of his / her appointment or absorption in the Institute, but extraordinary leave without pay will not be counted for the purpose.
		(h) "Emoluments" means pay, officiating pay, special pay, personal pay, dearness pay or any other amounts specially declared as such, which the employee was receiving immediately before retirement / or resignation or the date of his / her death.
		(i) For the purpose of gratuity the emoluments so calculated shall be subject to a maximum of Rs.4000/- per mensem.
		(j) (Governing Body decision dt. 24-10-84)
		(k) "Governing Body" means the Governing Body of the Indian Institute of Foreign Trade.
		All words and expressions used and not defined in these rules, but however, defined in the Rules & Regulations of the Institute or the Service Byelaws shall have the meaning respectively assigned to them in the said Rules & Regulations or the Service Bye-laws.
4	Applicability of Rules	These Rules shall apply to all the regular employees of the Indian Institute of Foreign Trade and shall exclude the following:
		i) Those covered under the payment of Gratuity Act, 1972.
		ii) Casual and non-regular employees
		iii) Government servants and other employees on deputation.
		iv) Employees on contract.
		v) Apprentices and trainees.
		vi) Re-employed persons.

5	Eligibility	An eligible person shall be granted gratuity under the Rules in the following circumstances:
		(a) Retrenchment or on abolition of post or reduction of establishment
		(b) Retirement due to permanent dis-ability on account of bodily or mental infirmity.
		(c) Retirement on attaining age of superannuation.
		(d) Resignation.
6	Qualifying period	Except in the case of death, gratuity, will be admissible only after 5 years' qualifying service.
7	Amount of gratuity admissible	Gratuity will be payable as described hereunder:
		(a) $\frac{1}{4}$ month's emoluments for each completed $\frac{1}{2}$ year periods of service subject to a maximum of 16-1/2 times of emoluments of Rs.50000/- whichever is less. (Governing Body decision dt. 24-10-85)
		(b) In the case of death, the amount of gratuity will be as calculated under (a) above or as worked out below, whichever be more:-
		i) During the first year of service – 2 months emoluments
		ii) After one year but before 5 years service – 6 months emoluments
		iii) After completion of 5 years service – 12 months' emoluments
		(c) The gratuity shall be payable only in India as and when sanctioned by the Institute.
8	Recoveries from Gratuity	All the dues recoverable from the employee can be recovered in full while making payment to his / her legal heirs in the case of death.
9	Competent Authority	The Authority competent to sanction Gratuity shall be the Director General in all cases except that in the case of the Director General, the Competent Authority shall be the Chairman.
10	Composition of the Fund	The Fund shall be composed of the following:
		1. Annual contribution by the Institute as certified by a qualified Actuary in accordance with the decision of the Governing Body of the Institute.

		2. Interest accrued, earned and / or received on the investments of the Funds.
		3. Any special contribution made by the Institute or any other body / Government.
11	Nomination / Variation of nominations	Every employee on joining the service shall make a nomination in a prescribed form nominating one or more person(s) of his / her family the right to receive the gratuity in the event of his / her death indicating the share payable to each member. In case the employee has no family, the nomination may be made in favour of person / persons or body of persons corporate or non-corporate. Every nomination made and every notice of cancellation given by an employee shall be filed with the Finance Officer or such other officer as may be in charge of Accounts. He shall countersign the nomination indicating the date of receipt. An acknowledgement will be sent to every employee on the receipt of nomination.
		In the event of there being no nomination, the gratuity on death may be paid in the following manner:
		(a) If there are one or more surviving members of the family as in (i) to (iv) under Clause 3(d) it may be paid to all such members other than any such member who is widowed daughter in equal shares.
		(b) If there are no surviving members of the family, but there are one or more surviving widowed daughters and / or one or more surviving members of the family as in (v) to (ix) under Clause 3 (d) the gratuity may be paid to all such members in equal shares.
		(c) If in case an employee dies while in service or after retirement without receiving any amount or gratuity and leaves behind no family or has no nomination made by him or the nomination made by him does not subsist the amount of DCRG payable to him shall lapse to the Institute.
12	Members not entitled to assign or transfer their entitlements	No employee is eligible to transfer or assign by way of security or otherwise his / her interest in the fund and no such transfer or assignment shall be valid and the Governing Body shall not recognize or be bound by notice to them or any of them of any transfer or assignment.
13	Alterations and amendments to the rules	The Governing Body may from time to time alter these rules hereby framed and make new rules to the exclusion of or in addition to or in substitution of all or any of these rules relating to this fund and the rules so made may be altered or modified by the Governing Body.

INDIAN INSTITUTE OF FOREIGN TRADE

IIFT Creation Of Gratuity Fund Rules - 1980

1	<u>Title</u>		These Rules shall be called the Indian Institute of Foreign Trade Creation of Gratuity Fund Rules – 1980.
2	<u>Commencement</u>		These Rules shall come into force w.e.f. November 15, 1980.
3	<u>Definitions</u>	(i)	In these Rules unless the context otherwise requires:
			(a) "Institute" means the Indian Institute of Foreign Trade registered under the Societies Registration Act, 1860.
			(b) "Governing Body" means the Governing Body of the Indian Institute of Foreign Trade.
			(c) "Board" means a Board of Trustees constituted under these rules.
			(d) "Director General" means Director General of the Indian Institute of Foreign Trade.
			(e) "Chairman" means the Chairman of the Board constituted under these rules.
			(f) "Secretary" means Secretary of the Board of Trustees.
			(g) "Year" means a financial year from 1st April to 31st March of the following year.
			(h) "Member" means a member of the Fund.
			(i) "Trustee" means a member of the Board of Trustees.
		(ii)	All words and expressions used but not defined in these rules and defined in the Rules and Regulations of the Institute shall have the meaning respectively assigned to them, in the said rules.
4	<u>Applicability</u>		These Rules shall apply in respect of the amounts which may be placed in a separate fund for meeting expenditure contingent to the payment of gratuity to the employees covered under the payment of Gratuity Act 1972 and the IIFT Death-Cum-Retirement Gratuity Rules 1980.

5	<u>Composition of the Fund</u>		The Fund shall be composed of the following:
			(1) Annual contribution by the Institute as certified by a qualified Actuary in accordance with the decision of the Governing Body of the Institute.
			(2) Interest accrued, earned and / or received on the investments of the Funds.
			(3) Any special contribution made by the Institute or any other body / Government.
6	<u>Constitution and Management of the Fund</u>	(1)	Subject to the provisions hereinafter contained the Fund shall be administered by a Board of Trustees, hereinafter referred to as the Board, consisting of:
			(a) The Director General who shall be the ex-officio Chairman of the Board of Trustees.
			(b) A member of the Governing Body nominated by the Chairman.
			(c) One Senior Officer and one staff member from amongst the members of the Fund to be nominated by the Director General.
			(d) Secretary of the Institute as Member Secretary.
		(2)	The Member Secretary shall be responsible to the Board for the execution of the work relating to the administration of the Gratuity Fund.
		(3)	In the absence of the Member Secretary, his functions may be exercised by any one of the Trustees or any other officer so nominated by the Board or by the Chairman of the Board of Trustees on behalf of the Board.
		(4)	The Member Secretary Co-jointly with any of the Trustees so authorised by the Board of Trustees, shall on behalf of the Board of Trustees, discharge, receive or otherwise dispose of, as may be necessary Government Promissory Notes, Securities, Interest Warrants, etc. relating to the Fund.
		(5)	The term of office of the Trustees shall be one year commencing from the date of their nominations to the Board provided that any such Trustee shall notwithstanding the expiry of the said period one year continue to hold office until the nomination of the successor is made.
		(6)	Any Trustee nominated to fill a casual vacancy, arising out of resignation, removal or death, shall hold office for the remainder of the term of office of the Trustee in whose place he is nominated.
		(7)	An outgoing Trustee shall be eligible for re-nomination.

		(8)	A Trustee may resign his office by a letter in writing addressed to the Chairman of the Board and his office shall fall vacant from the date on which his resignation is accepted by the Chairman of the Board.
		(9)	<u>Cessation and Restoration of Trusteeship:</u> If a Trustee fails to attend three consecutive meetings of the Board without obtaining leave of absence from the Chairman of the Board, he shall cease to be a Trustee; provided that the Chairman of the Board may restore him to the Trusteeship if he is satisfied that there were reasonable grounds for absence.
		(10)	<u>Disqualifications for Trusteeship:</u> A person shall be disqualified for being nominated as or for being a Trustee if,
			i) he is declared to be of unsound mind by a competent court; or
			ii) he is an undischarged insolvent; or
			iii) before or after the commencement of these Rules he has been convicted of an offence involving moral turpitude.
			iv) he is placed under suspension or ceases to be an employee of the Institute or proceeds on foreign service; or
			v) any question arises whether any person is disqualified it shall be referred to the Chairman of the Board, whose decision thereon shall be final.
		(11)	<u>Meetings of the board:</u> The Board of Trustees shall meet at such places and time as may be fixed by the Chairman of the Board and in his absence by Member Secretary at the request of one of the Trustees. For this at least seven day's notice will be given.
			At any meeting of the Board of Trustees, the Chairman or in his absence any other member elected from amongst those present shall preside. Each member shall have one vote and in case of equality of votes the Chairman shall have in addition on a casting vote.
		(12)	<u>Quorum:</u> Two members of the Board shall form the quorum, out of whom one Trustee referred to under Rule 6(i)(c) of these rules shall be present:

			if at any meeting the number of Trustees is less than the required Quorum, the Chairman of the Board shall adjourn the meeting to a date not later than seven days from the date of the original meeting informing the Trustees of the date, time and place of the adjourned meeting and it shall, thereupon, be lawful to dispose of the business at such adjourned meeting irrespective of the number of Trustees present.
		(13)	The costs, charges and expenses of administering the Fund including the Trustees' remuneration and all other charges incidental to those shall be paid by the Institute.
		(14)	<u>Investments:</u> The Board of Trustees shall have full authority to invest or vary the investments of the fund in such a manner and in such Indian Securities as the Board may deem fit. All the investments shall stand in the name of the Fund.
		(15)	<u>Operation of Bank Accounts:</u>
			(a) All the moneys belonging to the Fund pending investment shall be deposited with any of the Nationalised Banks and shall not be withdrawn except on a cheque signed by the Member Secretary and one member of the Board of Trustees so nominated by the Board or the Chairman of the Board of Trustees on behalf of the Board.
			(b) All the moneys of the Fund shall be utilised only for discharging the liabilities arising out of the provisions of the payment of Gratuity Act 1972 or the IIFT Death-Cum-Retirement Gratuity Rules 1980.
		(16)	<u>Accounts:</u>
			(a) The Trustees shall maintain the accounts of the Fund which shall contain such particulars and in such form as the Trustees shall think proper and as required by law of all financial transactions of the Fund.
			(b) The Trustees shall appoint Auditors who shall have access to all books, papers, vouchers, accounts and documents connected with the Fund and who shall in writing report to the Board of Trustees on the Annual Balance Sheet and Receipts and Payments Accounts. A copy of the audited Accounts shall be furnished to the Institute.

		(17)	<u>Payments:</u>
			(a) When the amount of gratuity becomes payable under the payment of gratuity act 1972 or the IIFT Death-Cum-Retirement Gratuity Rules 1980, it shall be the duty of the Member Secretary after satisfying himself to make payment as provided under the said Rules.
			(b) If a person to whom the amount of gratuity is to be paid is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment will be made to such manager, and not to the lunatic.
			(c) Any person who desires to claim payment under these Rules shall send a written application in that behalf to the Member Secretary. Payment of amounts shall be made in India only. The person to whom the amounts are payable shall made his own arrangements to receive payment in India.
7	<u>Alterations and Amendments to the Rules</u>		The Governing Body may from time to time alter these rules hereby framed and make new rules to the exclusion of or in addition to or in substitution of all or any of these rules relating to this Fund and the rules so made may be altered or modified by the Governing Body.

INDIAN INSTITUTE OF FOREIGN TRADE

BENEVOLENT FUND RULES

1. These rules shall be known as IIFT Benevolent Fund Rules and shall come into force from 19-12-1972.
2. In these rules:
 - a. Employees means an employee in IIFT cadre who has put in at least six months service and is a contributory to IIFT Benevolent Fund but does not include:
 - Casual employees
 - Employees on contract basis
 - Government servants and other employees employed on deputation.
 - b. Grade means grade as specified in IIFT Service Bye-Laws.
 - c. Benevolent Fund Committee (BFC) means the Committee constituted by the Board of Directors of IIFT from time to time to administer the Fund.
 - d. Institute means the Indian Institute of Foreign Trade.
3. The Institute shall in the month of April every year transfer a sum of Rs.51000/- to the Fund.
4. The employee of IIFT who opt contribute to the Fund shall make a uniform contribution of Rs.15 PM.
5. The fund shall be put in a separate account in the SBI or any nationalized Bank, and shall be jointly operated by two office bearers of BFC.
6. The fund shall be audited every year by the IIFTs auditors and the audit fee shall be borne by the IIFT.
7. The following benefit shall be providing by the Fund:
 - a. **Interest Free Loans:** Such loans will be sanctioned to employees and will not generally exceed Rs.20000/- and will be recoverable from salary in 40 monthly installments of Rs.500/- each commencing from the month following the one in which the loan is drawn. Such loan will be granted fro reasons of prolonged illness of the employee or his dependents, winter clothing or marriage of employee or his children. A loan of Rs.750/- will be granted to the employee for admission of children to the College/ Universities and also for higher education of the employee himself. The advance for the purpose of education for passing Sr. Secondary / College / University examinations will be sanctioned only if the course is recognized for award of certificate / diploma / degree of a recognized board / university. This will also be subject to production of documentary evidence.

b. **Funeral Grant:** In the event of death of an employee immediate relief in the shape of grant of Rs.2000/- will be given to the dependents for meeting funeral expenses.

c. **Death / Disability Grant:** In case of death of an employee of his being permanently incapacitated and consequent inability to continue in effective service, an amount of Rs.50000/- would be paid to him or his legal heirs with a view to facilitating their rehabilitation.

d. **Special Grant:** In case of employees suffering from prolonged serious illness a special recurring grant may be sanctioned at the discretion of BFC.

8a. The funeral grant will sanctioned by the Director and in his absence by Registrar of IIFT whereas the other grants will be sanctioned by the BFC.

b. These rules do not confer any right to any employee to claim the benefits it is left to the decision of the Institute will shall be final.

9. The form and procedure for applying for the various benefits under the scheme shall be as decided by the BFC from time to time.

10. The administration of the fund shall be vested in the BFC.

11. Within two months of introduction of the fund, every existing employee should exercise his option to the fund as a contributory. In case of future employees, they should exercise their option to be contributory at the time of joining regular service in the IIFT failing which they shall forfeit their right to be contributory and beneficiary, Non-members can be given an opportunity to the Fund from the date they become eligible for enrolment as members of the fund.

12. Any dispute as to the interpretation of these rules shall be referred to the Executive Committee / Governing Body whose decision shall be final.