

PERSONNEL POLICY MANUAL

(As Amended up to 01.01.2011)



INDO GERMAN TOOL ROOM AURANGABAD

(Govt. Of India Society, Ministry of MSME)

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SERVICE RULES – GENERAL

1.0 TITLE

These rules shall be called Indo-German Tool Room Aurangabad Service Rules' or in short 'Service Rules'

1.1. **Commencement :**

The service rules shall come into force with effect from 1st January, 1994.

1.2. **Interpretation:**

In these rules, unless the context otherwise requires :-

- a) **'Appointing Authority'** in relation to an employee means the authority empowered to make appointments to the posts or grades which the employee for the time being holds in the Indo-German Tool Room, Aurangabad.
- b) **'IGTR'** means the Indo-German Tool Room, Aurangabad and shall include all the field offices, Cells or any other branch or office that the IGTR, has established or any establishment in future anywhere in India or abroad
- c) **'General Manager'** means the General Manager of the IGTR, appointed in accordance with the Rules and Regulations of the Society.
- d) **'Employee'** means a person appointed to any sanctioned post in the IGTR and will include a person on probation.
- e) **'Confirmed employee'** means an employee who has satisfactorily completed the prescribed probationary period.
- f) **'Employee on probation'** means an employee who has been appointed with a view to consider his suitability for regular appointment to that post.
- g) **'Trainee'** means a person who is under training on short-term or long-term course run by the IGTR.
- h) **'Apprentice'** means a person who is working on a short term or long term basis for a fixed period on a fixed stipend in IGTR.
- i) **'Service'** means service in connection with any affair of the IGTR.
- j) **'Premises'** means premises of IGTR

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- k) **'Notice'** means a notice in writing required to be given or displayed on the Notice Board for the purpose of these Service Rules.
- l) **'Notice Board'** means the Notice Board specially maintained by the IGTR for the purpose of displaying notice etc.
- m) Words denoting the masculine gender shall include the feminine gender
- n) Words denoting the singular number shall include the plural number and vice versa.

1.3. **Exhibition of Service Rules :**

A copy of each of these rules shall be kept in the Library of the IGTR and also with the Personnel Department which may be referred by the employee for his information.

1.4. **Amendments to Service Rules :**

- a) These Service Rules can be amended at any time by the Governing Council and amendments shall take effect from the date on which the Governing Council gives effect to such amendments.
- b) All amendments made to these Service Rules and any notices, orders or instructions issued thereunder, shall be notified from time to time and displayed on the Notice Board.

1.5. **Removal of doubts :**

If any doubt arises as to the interpretation of any provisions of these Rules, the matter shall be referred to the Governing Council and its decision shall be final.

1.6. **Duties and Responsibilities of posts :**

- a) Every employee shall carry out the duties and responsibilities of the posts for which he has been employed.
- b) Employee is paid to do the work of the IGTR and shall not engage in any other work directly or otherwise for himself or for any one else during or outside working hours.
- c) Each employee shall be responsible for and take proper care of the property of the IGTR.
- d) Every employee shall perform such duties / responsibilities as may be assigned to him from time to time.

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1.7. Appointments :

The following conditions shall apply to all appointment in the IGTR:

- a) No person who is less than 18 years of age shall be appointed
- b) Every employee shall declare his date of birth at the time of his first appointment and produce a documentary evidence like School Leaving Certificate, Matriculation / Higher Secondary Certificate.
- c) The fact about detention or arrest by police, conviction by court of law or any other fact which could debar a candidate from entering into Govt. / Public Sector Undertaking service must be clearly conveyed at the time of applying for a post in the IGTR and also subsequently, if anything of this sort, has happened till joining or during the service.
- d) The furnishing of false information suppression of any factual information in the application for employment or in any other communication prior to and during the course of employment would be a disqualification and will render a candidate unfit for employment in the service and be liable for such disciplinary action as may be deemed fit by the appointing authority.

1.8. Hours of Work :

The working hours of the IGTR including Administrative Office and Workshop shall be 48 hours a week excluding half an hour's lunch break. IGTR will observe six days working in a week.

Every employee shall be punctually present at his workplace and start work at the prescribed time.

1.9. Punching of Cards :

A Punching Card System / Electronic Device right from Group 'A' to Group 'D' employees will be observed in which all of them will indicate the arrival and departure timings.

1.10. Recording of Non-attendance

While recording non-attendance the following abbreviations shall be used by the authority responsible for supervision of the attendance :

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1) Casual Leave	CL
2) Earned Leave	EL
3) Restricted Holiday	RH
4) Extraordinary Leave	EOL
5) Compensatory Holiday	CH
6) Leave of any other kind	L
7) Absent	A

1.11. Identity Cards :

1. Every employee may be issued an Identity Card as deemed necessary.
2. Every employee shall show his identity card to the authority of the IGTR who is authorized to check the identity cards and regulate entry / movement of persons to / in the premises.
3. Identity Card will be issued to the employee free of cost for the first time
4. Loss of Identity Card shall be reported immediately to the competent authority.
5. Subsequent issue of identity card due to loss of the previous one, shall be on payment of the fee as may be prescribed.
6. An employee leaving the service for any reason whatsoever, shall surrender his identity card to the prescribed authority.

1.12. Entry and Exit :

All employees shall enter and leave the premises through such gates as may be prescribed. Employees entering or leaving the premises are liable to be detained and searched by security staff as may be authorized for this purpose.

1.13. Observation of the Safety Rules :

All employees shall compulsorily observe all safety rules and regulations as notified by the IGTR from time to time. Employee should use safety equipments and take other precautions as necessary. Breach of these orders and non-observance of safety rules shall be treated as misconduct and the concerned employee shall be liable for such action as considered necessary by the competent authority.

1.14. Shift-Working :

More than one shift may function in a department or departments or in any section of a department of the IGTR in the exigencies of work and at the discretion of the competent Authority.

1.15 Applicability of Govt. Rules :

In all such matters where Personnel Policy Manual (PPM) is silent mutatis – Mutandis, Govt.of India rules shall apply.

1.15 : Approved in 25 th G.C. dt. 01.11.2001.
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2.0 CLASSIFICATION OF POSTS :

2.1 All posts in the IGTR shall be classified as under :

<u>Sr. No.</u>	<u>Description of Posts</u>	<u>Classification of post</u>
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**Post carrying a Grade Pay
with a maximum of :**

- | | | |
|----|---|--------------------|
| 1) | Rs. 5400/- and above | Gr. 'A' Equivalent |
| 2) | Rs. 4200/- and above but less than Rs. 5400/- | Gr. 'B' - " – |
| 3) | Rs. 1800/- and above but less than Rs. 4200/- | Gr. 'C' - " – |

3.0 RECRUITMENT

3.1 **General**

Recruitment of staff in IGTR will be made as per the Recruitment Rules as approved by the AS & DC (MSME) and amendments made in Recruitment Rules from time to time.

All vacancies proposed to be filled up in Group C & D posts shall be notified to the local Employment Exchange as per the prescribed procedure. Such vacancies, will not be filled up from Open Market, unless the Employment Exchange, issues a Non-Availability Certificate.

3.2 **Release of vacancies for being filled from amongst candidates from Open Market :**

- a) Employment Exchange Certifies inability to nominate suitable candidates or;
- b) No nominations are received by the IGTR within the prescribed time

3.3. **Filling up of vacancies released by the Employment Exchange**

Direct recruitment through the open market should be undertaken only on the same terms and conditions of appointment as notified to the Employment Exchange. If, however, the terms and conditions of appointment are changed or recruitment is undertaken after a period of six months or more, the vacancy should be re-notified to the Employment Exchange.

2.0: Approved in 39 th G.C. dt. 06.09.2010.
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3.4 Appointment of Group 'D' employee to Group 'C' posts :

The following concessions may be granted to Group 'D' employees for appointment to Group 'C' posts filled through the Employment Exchange :

- a) Group 'D' employees, who are qualified for Group 'C' posts can apply direct for such post.
- b) Where, the authorities, after considering the names submitted by the Employment Exchange, are of the view that qualified Group 'D' employees already working in the IGTR are more suitable, might appoint the latter to the vacancies in Group 'C' even though their names might not be amongst those sponsored by the Employment Exchange.

3.5 Recruitment through Advertisement :

1. Vacancies in Group A & B posts shall be filled up through open advertisement, which may be given in the prominent / leading newspapers and also in the Employment News, published by the Publication Division of Ministry of Information and Broadcasting, Government of India, New Delhi.
2. While advertising the posts full particulars of the post like Job Description / Responsibilities, Salary etc. should be given.
3. In order that candidates possessing the required qualifications and experience need only apply for the advertised posts and for proper screening of the candidates on the basis of particulars furnished by them, applications may be called in the prescribed format – **Annexure I** which is only an illustrative one.

3.6 TA for Interview / Test :

Candidates called for interview / test from out stations may be reimbursed to and fro single fare from the actual place of undertaking journey or from the normal place of residence whichever is nearer to the place of interview at the following scales :

Group 'A' post :	AC-2 tier sleeper class railway fare or bus fare (limited to AC-2 tier sleeper class railway fare in case places are connected by rail) for the post of GM, DGM and SMs.
Others :	Sleeper Class railway fare or bus fare (limited to 2 nd class railway fare in case places are connected by rail) for all posts below SMs.

3.6 : Approved in 20 th G.C. dt. 11.10.1999.

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4.0 **RESERVATION IN RECRUITMENT**

Reservations at the prescribed percentages for Scheduled Castes, Scheduled Tribes and other categories shall be made to the extent fixed by the Government of India for filling up the posts by direct recruitment.

4.1 **Engagement of Trainee Engineers / Operators**

IGTR may engage Trainee Engineers / Operators against vacant posts for a period of two years on monthly stipend. IGTR will not commit about the permanent employment of such trainees as a regular employees.

5.0 **MEDICAL EXAMINATION ON FIRST APPOINTMENT**

5.1 **Basic Requirement**

Every new entrant to the service is required to produce a Medical Certificate of Health issued by a competent medical authority.

5.2 **Competent Medical Authority**

- | | | |
|---------------------|---|--|
| i) Group 'A' | : | Medical Board |
| ii) Group 'B' & 'C' | : | Civil Surgeon or District Medical officer or a Medical officer or equivalent status. |
| iii) Group 'D' | : | Authorized Medical Attendant |

5.3 **No Medical examination necessary in the following cases :**

- a) A person appointed purely on ad-hoc basis for a period of less than 3 months.
- b) A confirmed employee selected for new post in the IGTR
- c) A person already in service of Central / State Govt. and recruited through competitive examination / interview and had been medically examined earlier by appropriate medical authority and declared fit according to the same medical standard.

5.4 **Temporarily Unfit**

Candidates declared as temporarily unfit for appointment for a brief period, will be re-examined by the medical authority after a reasonable period which may be decided by such an authority

4.1 DC office approval dt. 13.04.2005 & 03.07.2006
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5.5 Appeal against adverse findings :

The IGTR will not accept any appeal against the findings of a Medical Authority or Board

5.6 Re-imbursement of Fees

Fees charged by the Medical Authority / Board for initial Medical examination, will be reimbursed to the candidates by the IGTR.

5.7 Incidental charges to be borne by the candidates :

The expenses incurred on radiographic examination of the chest, other X-ray examination, Medical specialist fee, hospitalization charges, laboratory fees for blood sugar and other tests called for by the Medical Specialist, shall be borne by the candidates themselves in all cases.

5.8 No T.A. for procuring a health certificate :

Traveling allowance will not be admissible for a journey undertaken to procure a health certificate on first appointment.

6.0 VERIFICATION OF CHARACTER AND ANTECEDENTS

6.1. It is the responsibility of the Appointing Authority to satisfy itself about the identity and suitability of the candidates selected for appointment. For this purpose, verification of character and antecedents shall be prerequisite condition for all candidates appointed by direct recruitment. For verification of character and antecedents, certificate given by two references mentioned by the selected candidates will form the basis and attestation by the candidate should be signed by the Notary.

6.2 Action for verification of character and antecedents will be taken as per the prescribed procedure and guiding principles, laid down by the Ministry of Home Affairs (Department of Personnel & Administrative Reforms).

6.3 Selected candidates will be submit Attestation Forms in triplicate

6.4 In cases, where such verification has been done earlier by the previous Government Department / Publish Sector undertakings etc. in respect of any candidate selected in the IGTR, a copy of the verification Report may be called and kept on the record.

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6.5 An entry to the effect that 'Character and Antecedents have been verified' shall be recorded in the Service Records of the employee under the signature of the Competent Authority.

7.0 **OATH OF ALLEGIANCE**

7.1 Every new entrant to the service is required to take an oath of Allegiance to the Constitution of India.

7.2 The oath can be taken in Hindi or English or in any official regional language with which the employee is conversant in the prescribed format – **Annexure II**

7.3 Employee who is foreign national, is also required to take an oath in the prescribed format – **Annexure III**.

8.0 **MARRIAGE DECLARATION** :

8.0 Every new entrant to the service is required to furnish a marriage declaration in the prescribed format – **Annexure IV**.

8.2 Bigamous marriage shall be treated as a disqualification and the following are not eligible for appointment :

- a) who has entered into or contracted a marriage with a person having a spouse living or ;
- b) who, having a spouse living has entered into or contracted a marriage with any person.

9.0 **INCREMENTS**

Annual Increment will be allowed to the IGTR Employees at the same rate and pattern as sanctioned to the Central Govt. employees.

10.0 **ADVANCE INCREMENTS**

10.1 Advance increments on initial appointment may be granted in cases of exceptionally qualified and experienced candidates. The number of advance increments will depend on merit in each case.

10.2 The next date of increment after the grant of advance increment will be the normal date of increment.

9.0 : Approved in 39 th G.C. dt. 06.09.2010.

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11.0 STAGNATION INCREMENT

Stagnation increment will be allowed to the IGTR employees at the same rates and subject to such conditions as applicable to the Central Government employees for the grant of such increment.

12.0 DEARNESS ALLOWANCE

Dearness Allowance will be paid to the employees at the same rates and pattern as sanctioned to the Central Govt. Employees subject to the usual terms & conditions.

13.0 HOUSE RENT ALLOWANCE & COMPENSATORY (CITY) ALLOWANCE

House Rent Allowance and Compensatory (City) Allowance to the employees will be paid at the same rates & pattern and subject to the same conditions as are applicable to the Central Govt. employees based on the classification of Cities as approved by the Central Govt.

14.0 TRAVELING ALLOWANCE

Traveling Allowance on tour will be regulated on the same rates and pattern subject to the usual conditions as are applicable for grant of T.A. to the Central Govt. employees.

15.0 PROBATIONARY PERIOD

- 15.1 An employee appointed in the service, shall be placed on probation to assess his suitability for the kind of work for which he has been appointed.
- 15.2 A candidate selected for appointment to Group 'A', 'B' 'C' or 'D' post shall be placed on probation for a period specified in the relevant Recruitment Rules. However, there will no probation for internal candidate appointed to higher post.
- 15.3 After the stipulated period, unless there is any communication to the contrary, probation will be deemed to have been satisfactorily completed.
- 15.4 Probationary period will not be extended and an employee whose performance has been assessed below expectations will not be retained further in service.
- 15.5 Appointing Authority alone is competent to terminate the services of an employee during the Probationary period wherever it is considered necessary.

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16.0 **CHANGE OF NAME / SURNAME**

16.1 The name / surname of every employee is entered in the service documents based on school certificate produced by him / her at the time of entering into the service. However, there may be occasions to change name or surname of the employees in exceptional cases for which the following procedures may be followed : -

16.2 **Additional / Deletion or change in name / surname :**

- a) An employee who desires to adopt a new name or to effect any modification in his / her name or surname may do so formally by a deed changing his / her name.
- b) The change should then be published in a prominent local paper and

After completion of the above formalities, the change desired by the employee will be effected in his / her service records under the signature of the Competent Authority.

16.3 **Addition / change in surname of a female employee on marriage / re-marriage :**

- a) The female employee shall give a formal intimation of her marriage / re-marriage along with her request for a change in her surname.
- b) Husband's name, surname may also be intimated. On receipt of the above information / documents necessary change in the surname of a female employee will be effected in her service documents.

16.4 **Deletion of surname etc. on divorce / separation or death of the husband of a female employee :**

- a) The female employee shall give an intimation regarding change in marital status.
- b) Request for change in her surname etc.

Necessary change will, then be effected in her service records to this effect by the Competent Authority.

17.0 **APPLICATION FOR OUTSIDE JOBS**

17.1 An employee who desires to apply for posts elsewhere may forward his application direct to the concerned quarters under intimation to the Personnel Department of the IGTR.

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- i) **Applying to other Central Govt. organizations for employment will be two times in a year only.**

- 17.2 No employee shall apply for outside jobs in the following cases :
- a) During the period of bond where the employee has to serve the IGTR for a specified period.
 - b) During suspension or where disciplinary case is pending against him / her.
 - c) **All employees who are under probation can not be allowed seek outside jobs on completion of their probation period.**
- 17.3 In case, an employee is selected for outside jobs, clear notice will have to be given by the employee for the prescribed period indicated below before he is actually relieved of his duties :

S. No.	Employee belong to	During probation	Period of notice after completion of probationary period
01.	Group A, B, C & D	1 month	3 months

- 17.4 Before an employee is actually relieved of his duties necessary check list in the prescribed form (Annexure V) will be completed by the Personnel Department and order of the Appointing Authority be obtained.
- 17.5 In the interest of the IGTR, the notice period may be curtailed by the Appointing Authority at his discretion taking into account all the relevant factors prevailing at that time.
- 17.6 On receipt of the notice, from the employee to relieve him, to join at any other place the Appointing Authority reserves the right to relieve him at any time during the period of notice without paying any compensation of the notice period.
- 17.7 Employees who are under probation can not be allowed to seek out side jobs till completion of their probation period.
- 17.8 Employee can apply to other Central Govt. organization for employment for two times in a year

18.0 **RESIGNATION**

18.1 **Competent Authority to accept resignation :**

The Competent Authority to accept the resignation of an employee shall be the Appointing Authority

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18.2 Contents of the letter of resignation :

An employee who intends to resign from his post shall be send resignation to the competent authority in writing expressing his willingness to resign giving one month / three months notice as the case may be, immediately or from a specified date. The letter of resignation should be unconditional.

18.3 Conditions under which resignation may not be accepted :

- a) When the employee is engaged or detailed on work of importance and cannot be relieved immediately before making alternative arrangements.
- b) An employee is under suspension and a disciplinary case is either pending or contemplated, against him. The competent authority may, however, decide whether in accepting resignation of such an employee, there is no pecuniary loss to the IGTR and that it is in the interest of the IGTR to accept resignation of such an employee.
- c) When an employee has received training at the expense of the IGTR and has executed a bond to serve for a specified period, his resignation will be accepted only when, he discharges all such obligations.

18.4 Date from which a resignation becomes effective :

- a) A resignation becomes effective from date when it is communicated by the Competent Authority in writing.
- b) In case, an employee withdraws his resignation before, it is communicated by the Competent Authority, it will be reviewed by the Component Authority.

18.5 Check list to be completed before actual relief of the employee :

Before an employee's resignation is accepted and he is actually relieved of his duties, a check list as prescribed may be completed to ensure that all dues of the IGTR have been settled and nothing is outstanding against him – **Annexure V.**

19.0 TERMINATION OF SERVICE – CIRCUMSTANCES & EVENTUALITIES

Subject to the provisions of the rules in force, the services of an employee shall stand terminated in any of following ways : -

a) On his death

Services of an employee shall cease with effect from the date of his death. Pay and Allowances of an employee may be drawn in his favour including the day of death irrespective of the time of death.

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b) Termination as per terms & conditions of service

The services of an employee may be terminated by giving such notice pay as may be prescribed in the terms & conditions of appointment. In the absence of any such specific provision, the services of an employee may be terminated in the following manner :

- i) During probationary period services may be terminated without assigning any reason and without any notice.
- ii) Appointment of a confirmed employee may be terminated at any time by giving three months notice or by making payment of pay and allowances for the notice period.

c) On tendering resignation

The services of an employee shall cease with effect from the date his resignation is accepted by the Appointing Authority.

d) Retirement on superannuation

The services of an employee shall cease on the afternoon of the day on which he attains the age of **60 years** irrespective of the fact whether a formal order is issued to this effect or not.

e) When declared incapacitated for services by a medical authority :

An employee declared unfit or incapacitated for further service by a medical authority, shall be discharged from the service from the date he is declared unfit / incapacitated.

f) Removal / Dismissal as a result of disciplinary action :

The services of an employee shall stand terminated who is removed / dismissed as a measure of penalty.

g) On abolition of post held by the employee

If the post held by an employee is abolished as a result of policy, economy in expenditure due to any other reason, the services of an employee may be terminated in the order of juniority.

d): Approved in 20 th G.C. dt. 11.10.1999.

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20.0 **SERVICE RECORDS AND THEIR MAINTENANCE**

21.0 IGTR will maintain a service record for each of the regular employee belonging to Group 'A', Group 'B', Group 'C' and Group 'D' in the prescribed form.

20.2 The service records will be kept in the custody of an authority so authorized by the General Manager.

20.3 **The service records shall contain the following entries :**

- a) Every step in the official career of the employee like appointment, date of joining, increment, regular leave, pay fixation, etc.
- b) Period of suspension, interruption
- c) Reversion or reduction to lower post
- d) Major / minor penalty imposed upon the employee
- e) Verification of character and antecedents
- f) Medical fitness on first appointment indicating the status of the Medical Authority who examined.
- g) LTC availed for visiting Home Town or to any place in India indicating the period and nature of leave, date of commencement of journey, place visited etc., and also the name of the family members of the employee.

20.4 **The following documents shall be placed in the service book of the employee**

- a) Declaration of Family Members
- b) Declaration of Home Town for purpose of LTC
- c) Medical Fitness Certificate on first appointment
- d) Oath of allegiance
- e) Declaration of marital status

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20.5 Annual Verification of Service :

Service verification certificate shall be recorded under the signature of the competent Authority every year ending 31st March in the following form :

“ Service verified from
to on the basis of acquaintance rolls etc.”

20.6 Attestation of entries in the service book :

All entries in the service record shall be made under the signature of an authorized authority.

20.7 Employee may also inspect their service records :

An employee may inspect his service records once in a year for his information.

21 LEAVE RULES

These rules will be applicable to the employees except those covered under Standing Orders.

21.1 DEFINITION

In these rules unless there is anything repugnant in the subject or context, the words used will be defined as follows :

- a) “Earned Leave” means leave earned in respect of periods of service and granted on full pay.
- b) “Half Pay Leave” means leave on half pay earned by the employee in respect of service. This can be availed as leave on private affairs or as sick leave on medical certificate.
- c) “Commutated Leave” means leave granted on medical certificate on full pay for half pay the period of Half Pay leave admissible.
- d) “Extraordinary Leave” means leave sanctioned under special circumstances without any leave salary.
- e) “Pay” for purposes of these rules will be the amount drawn monthly by the employee as pay which has been sanctioned for the post held by him.

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21.2. General Principles

1. Leave cannot be claimed as a matter of right
2. The leave sanctioning authority may refuse or revoke leave of any kind.
3. It is not open to the sanctioning authority to alter the kind of leave due and applied for.
4. Leave of one kind taken earlier may be converted into leave of a different kind at a later date at the request of the employee and at the discretion of the authority who granted the leave.
5. Conversion of one kind of leave into leave of a different kind is permissible only when applied for by the employee while in service and not after quitting service.
6. Leave sanctioning authority may commute retrospectively periods of absence without leave into Extraordinary leave.
7. An employee on leave should not take up any service or employment elsewhere without obtaining prior sanction of the competent authority.
8. An employee should produce medical certificate for leave on medical grounds.
9. Leave sanctioning authority may secure second medical opinion, if it considered necessary.
10. An employee who is on leave on medical certificate will be permitted to return to duty only on production of a medical certificate of fitness.
11. Overstayal of leave without proper sanction, will be treated as unauthorized absence.
12. Willful absence from duty after the expiry of leave renders an employee liable to disciplinary action.

21.3 ENTITLEMENT OF LEAVE

The nature and quantum of leave admissible to the employees will be as under : -

21.3.1. EARNED LEAVE

- i) The entitlement of earned leave for a calendar year will be 30 days.
- ii) Credit will be afforded in advance at the rate of 15 days on the 1st of January and 1st of July every year. The credit to be afforded will be reduced by 1/10th of extraordinary leave availed or a period of dies non during the previous half year subject to a maximum of 15 days only.
- iii) The credit for the half year in which an employee is appointed will be afforded at the rate of two and half days for each completed calendar month of service which he is likely to render in the half year in which he is appointed.

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- iv) The credit for the half year in which an employee is removed / dismissed from service or dies in service, will be afforded at the rate of two and half days per completed calendar month upto the end of the calendar month preceding the calendar month in which he is removed / dismissed / dies.
- v) If an employee who retires / resigns / is removed / is dismissed / dies in the middle of the calendar year, has taken extra Earned Leave during the half year, the Earned Leave credited to this account will be reduced at the rate of 1/10th of such extraordinary leave and the leave account will be regularized accordingly.
- vi) Any earned leave not availed in any year by an employee shall be added to such leave accruing to the employee during the succeeding years.
- vii) Earned Leave will be accumulated upto **300** days
- viii) Earned leave should be availed only after prior sanction of the competent authority and it can be availed upto **240** days at a time.
- ix) While affording credit of Earned Leave, fractions of a day shall be rounded off to the nearest day.
- x) Earned Leave may be availed at a time upto **300** days in the case of leave preparatory to retirement.

21.3.2 HALF PAY LEAVE / SICK LEAVE

- i. The entitlement of Half Pay leave / Sick leave for a calendar year will be 20 days.
- ii. Advance credit will be afforded at the rate of 10 days on half pay on the 1st of January and 1st of July every year.
- iii. The credit for the half year in which an employee is appointed will be on pro-rata basis for each completed calendar month of service which is likely to be rendered by him in the half year in which he is appointed.
- iv. The credit for half year in which an employee is due to retire / resign will be afforded at the rate of 5/3 days for each completed calendar month in that half year upto the date of retirement / resignation.
- v. The credit for the half year in which an employee is removed / dismissed from services or dies in service will be afforded at the rate of 5/3 days per completed calendar month upto the end of the calendar month preceding the calendar month in which he removed / dismissed / dies.

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- vi. The half pay leave to be credited every half year will be reduced at the rate of $\frac{1}{8}^{\text{th}}$ of the period of dies non/suspension treated as dies non during the previous year subject to 10 days.
- vii. While affording credit of half pay leave, fraction of a day shall be rounded off to the nearest day.
- viii. Half pay leave not availed in any year by an employees shall be added to such leave accruing to the employee during the succeeding years.

21.3.3 COMMUTED LEAVE

- i. Half Pay Leave can be converted into full pay leave by taking it as commuted leave on the basis of medical certificate.
- ii. If the commuted leave is taken, twice the number of days availed will be debited in the Half Pay leave account.
- iii. Commuted leave upto a maximum of 60 days can be granted to a female employee in continuation of maternity leave without medical certificate.
- iv. Commuted leave can be granted only when the leave sanctioning authority is satisfied that there is reasonable prospect of the employee returning to duty on its expiry. It cannot be granted as leave preparatory to retirement.
- v. Commuted leave may be granted at the request of the employee even when earned leave is due to him.

21.3.4 EXTRAORDINARY LEAVE

- 1. Extraordinary Leave without any leave salary may be granted to the following extent if no other kind of leave is due or when it is especially applied for :
 - i. Upto three months on any occasion other than on grounds of illness.
 - ii. Upto six months on any occasion on medical certificate for diseases other than T.B. and Leprosy.
 - iii. Upto eighteen months on any one occasion in cases of treatment for T.B. and Leprosy.

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- iv. Upto one year for undergoing a special course consisting of higher studies or specialised training in a professional or technical subject having a direct or close connection with the sphere of duties of an employee which will be decided at the discretion of the Management.
- 2. The General Manager may sanction extraordinary leave in excess of the above periods by three months in exceptional cases.
- 3. The period spent on extraordinary leave will not count for purposes of earning earned leave. It will, however, be reckoned as service for calculating entitlement of half pay / sick leave.

21.3.5 MATERNITY LEAVE

- i. Maternity leave may be granted to married / unmarried female employees as under :-
 - a) **180 days** - For those female employees who have less than two surviving children.
 - b) 6 weeks - For miscarriage / abortion. Admissible twice during the tenure of service irrespective of number of children.
- ii. In both the above cases application of leave should be supported by a Certificate from a Registered Medical practitioner.
- iii. The maternity leave, shall not be debited against the leave account
- iv. It may be combined with any kind of leave.
- v. It is granted on full pay.
- vi. No maternity leave is admissible for threatened abortion.

22 CASUAL LEAVE

- i. The entitlement of Casual leave for a calendar year will be **8 days**
- ii. Casual leave should not be availed without prior permission / sanction from the competent authority unless there are unfortunate circumstances like sudden illness etc.
- iii. Casual leave can be taken for half day also.
- iv. Casual leave cannot be combined with any other leave except special Casual leave.
- v. Sundays / Holidays / Restricted Holidays / Weekly offs falling during the period of casual leave are not counted as part of Casual leave.

21.3.5 : Approved in 39 th G.C. dt. 06.09.2010

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- 22 Sundays / Public holidays / Restricted Holidays /weekly offs can be prefixed/suffixed to Casual leave.
 - 23 Casual leave can be taken on Tour, but no daily allowance is admissible for the period of Casual leave.
 - 24 Essentially intended for short periods, it should not normally to be granted for more than 8 days at one time except under special circumstances.
 - 25 LTC can be availed during Casual Leave
 - 26 Employees joining service during the middle of the year may be allowed Casual leave proportionately.
- xi. The unavailed portion of the Casual leave will lapse at the end of calendar year and shall not be carried forward to the next year.

23 **SPECIAL CASUAL LEAVE**

Special Casual leave shall be granted in the following cases to the extend indicated against each : -

23.1 **For Family Planning**

- a) Male employee :

Maximum of 3 working days admissible for vasectomy operation. If he undergoes the said operation for a second time due to failure of the first, another 3 days will be admissible on the production of medical certificate.

- b) Female employee :

Maximum of 14 days admissible for tubectomy / laparoscopy. If she undergoes the operation for a second time due to failure of the first, maximum of 14 days will be admissible for the second time.

24. **ENCASHMENT OF EARNED LEAVE / HALF PAY LEAVE AT CREDIT**

- 24.1 Encashment of Earned leave / Half Pay Leave at credit will be allowed as follows:

Both Earned Leave and Half Pay Leave shall be considered for encashment of leave subject to overall limit of 300 days. The cash equivalent payable for Earned Leave shall continue unchanged. However, cash equivalent payable for Half Pay Leave shall be equal to leave salary as admissible for Half Pay Leave plus Dearness Allowance admissible on the leave salary. To make up the shortfall in Earned Leave, no commutation of Half Pay Leave shall be permissible.

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The Cash equivalent for half pay leave component shall, henceforth, be calculated in the manner indicated below:-

$$\text{Cash payment in lieu of Half pay leave component} = \frac{\begin{array}{l} \text{Half pay leave salary} \\ \text{Admissible on the date of} \\ \text{Retirement plus Dearness} \\ \text{Allowance admissible on} \\ \text{that date} \end{array}}{30} \times \begin{array}{l} \text{No. of days of} \\ \text{half pay leave at} \\ \text{Credit subject to} \\ \text{the total of earned} \\ \text{Leave and HPL at} \\ \text{Credit not} \\ \text{exceeding 300} \\ \text{days.} \end{array}$$

The authority competent to sanction leave should automatically grant lumpsum cash equivalent of leave salary admissible for the number of days of earned leave at the credit of the employee on the last day of his service, subject to maximum of 300 days.

1. On retirement after attaining the age of superannuation
2. When the service is extended in public interest beyond superannuation, after extension
3. When an employee retires on superannuation while under suspension or while disciplinary or criminal proceedings are pending against him, the whole or part of cash equivalent of leave salary may be withheld to meet recoveries from him possibly arising on conclusion of the proceedings. On conclusion of the proceedings, payment may be released after adjustment of Government dues, if any.
4. On termination of service by notice/payment of pay and allowances in lieu of notice or otherwise in accordance with the terms and conditions of his appointment
5. On termination of service of officials re-employed after retirement. In this case, the maximum will include the period for which encashment of leave was allowed at the time of previous retirement and also encashment availed with LTC.
6. When an employee is invalided from service on medical grounds

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7. When an employee resigns or quits service on his own accord, the lumpsum cash payment will be only to the extent of half of the earned leave at his credit subject to a maximum of 150 days.
8. EL encashment upto 10 days at a time alongwith LTC will be allowed to employee maximum 60 days in career without linkage to the number of days and the nature of leave availed while proceeding on LTC. The leave encashed at the time of LTC will not be counted at the time of EL encashment on retirement.

25. Holidays

Indo-German Tool Room, Aurangabad will observe **17 days** closed Holidays plus 2 optional holidays in a calendar year. Out of 17 closed holidays following 3 National Holidays will compulsorily be observed.

1. Republic Day
2. Independence Day
3. Mahatma Gandhi's Birthday.

The remaining **14 closed** holidays and 2 optional holidays will be chosen on year to year basis taking into account the local importance of the festival / occasions in consultation with the representatives of the employees.

While the no. of holidays will remain constant i.e., 10 plus 2, the dates of holidays / events could vary depending upon the local importance and observance of such festivals, etc.

The list of closed holidays and optional holidays will be notified sufficiently in advance.

26. Leave Travel Concession

Employees will be allowed Leave Travel Concession to visit Home Town and Leave Travel Concession to visit any place in the India on the same pattern and subject to the same conditions as are applicable to the Central Govt. employees.

27. MEDICAL FACILITIES

- 27.1 The Medical Facilities detailed below shall apply to the employees who are outside scope of E.S.I. Scheme. The following are the broad features of the scheme.

24.1: Approved in 39 th G.C. dt. 06.09.2010
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27.2 Eligibility

The scheme covers all employees who are not covered under E.S.I. Scheme. The employee will include deputationists who opt for the scheme.

27.3 Medical allowance to the employees

- i. The IGTR will grant medial allowance to the employees for out-patient treatment at 50% of one month's basic pay (Pay + Grade Pay) plus dearness allowance per annum as on 1st January of the year.
- ii. Conditions of eligibility
 - a) The allowance will continue to the paid during extraordinary leave.
 - b) The allowance will be admissible even if an employee is under suspension
 - c) The employee will not be required to render any account of allowance paid to him

27.4 The proportionate Medial allowance will be drawn and paid along with the Monthly salary of the employee.

27.5 Medical facilities to the employee and his family as in-patient on hospitalization.

The medial facilities will be admissible to the families of the employee as defied below –

27.6 Definition of family

“Family” means an employee's :-

- i. Spouse / and
- ii. Parents, unmarried sisters, widowed sisters, widowed daughters, minor brother and children provided their income from, all sources does not exceed **Rs. 3,500/- per month**, (Dearness relief sanctioned after December'85, not be taken into account for the purpose of this limit of Rs. 3.500/- in the case of department pensioners).

Husband / Wife : The condition of dependency does not apply. The term 'Wife' includes more than one wife and also judicially separated wife.

27.6 (ii) Approved in 39 th G.C. dt. 06.09.10.

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Parents wholly dependent

- i. The term includes adoptive parents but not step-parents. In the case of adoption, only the adoptive and not the real parents, will be eligible.
- ii. If the adoptive father has more than one wife, the first wife only will be eligible
- iii. A female employee has a choice to include either her parents or her parents-in-law, wholly dependent on her and residing with her.

Children and step-children wholly dependent :

- i. Children include legally adopted children
- ii. If judicially separated, till the question of guardianship is decided, reimbursement for children may be allowed either to the husband or the wife, whoever prefers the claim.

When both husband wife are employed : An employee's spouse employed in a State Government, in the Defence / Railway Service, Corporation / body, local body or private organization which provides for medical cover can choose either the Central Government medical cover or the one by the employer organization.

When family stays away from employee : The concession is admissible even if the family resides at a station other than the place of duty but the parents should live either with the official or with the order members of the family.

27.7 In case, an employee or his family member is hospitalized as an in-patient in a Government hospital / Recognized Hospitals of IGTR, reimbursement of Medical expenses will be allowed as admissible under the Medical Attendance Rules to the Central Government employees for the following items :

- a. The employment of such pathological, bacteriological, radiological or other methods / tests as are considered necessary by the Medical Authority.
- b. The supply of such medicines, vaccines, Sera or other therapeutic substance not ordinarily so available in the hospital and as the medical authority certifying in writing to be essential for the recovery or for further prevention of serious deterioration in the condition of the employee.
- c. Such accommodation as is ordinarily provided in the hospital for treatment of the State / Central Govt. employees as per their status.
- d. Such nursing as is ordinarily provided to the patient by the hospital.

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27.8 All claims for medical reimbursement for treatment as in patient in a Govt. Hospital will be submitted by the employee in a prescribed form and on the same terms and conditions as applicable to the Central Govt. employees.

27.9 The list of inadmissible medicines applicable to the Central Govt. employees will be adopted by the IGTR for its employees.

27.10 No reimbursement of any claim will be made to the employee for medical treatment secured outside India either for self or his family.

27.11 The payment of medical allowance as well as reimbursement of medical expenses as an in-patient will be withdrawn from the date the employee gets covered under the Employee's State Insurance Scheme.

27.12 **Authorized Medical Attendants**

"Authorized Medical Attendant", means a Medical Officer, employed locally in a Central / State Govt. Hospital. It will thus, include all civil hospitals and dispensaries under Central / State Govt.

27.13 **Hospitalization as Indoor patients**

If, however, no facility / accommodation is available in Govt. Hospital / Recognized Hospitals or for any particular treatment there are no facilities in the Govt. Hospital and this is certified by Authorized Medical Attendant / concerned hospital, hospitalization for the treatment could be at any hospital after approval from General Manager but the cost therein may be reimbursed only to the extent admissible if the same treatment is obtained from a Govt. Hospital in the city by a Govt. servant of equivalent status at the discretion of the Competent Authority.

27.14 **Family members employed in other organizations**

Where a member of the employee's family is in the employment of an organisation other than the IGTR such member or members of the family will not be eligible for medical benefits from the IGTR. In regard to dependent children of an employee whose wife / husband, as the case may be, is already employed in another organisation, an option has to be exercised by the employee as to whether the children will utilize the medical facilities that might be available from the organisation in which the mother or father, as the case may be, is employed. In case an option is exercised in favour of the IGTR medical facilities, it shall be exercised in writing and countersigned by the organisation in which the other spouse is employed.

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27.15 **Emergent Medical treatment in relaxation of above medical facilities**

In case of serious accidents or illness, an employee or a member of his family may be admitted for emergent medical treatment in the nearest private hospital in the absence of a Govt. or recognized hospital.

The question whether it was a case of real emergency necessitating admission in a private hospital will be decided on merit by the General Manager being the Controlling Authority.

Medical expenses incurred in a private hospital will be reimbursed to the employee on the same pattern and subject to the restrictions as applicable to the Central Govt. employees. In such cases, General Manager will have the powers to reimburse medical expenses upto Rs.10,000/- in each case and exceeding Rs.10,000/- with the approval of the Governing Council.

27.16 IGTR employees and their dependent family members can be hospitalized in the following hospitals run by Public Trust registered under Bombay Trust Act.

- i) Mahatma Gandhi Mission Medical College & Hospital, Aurangabad
- ii) Kamal Nayan Bajaj Hospital, Aurangabad
- iii) Dr. Hedgewar Hospital, Aurangabad
- iv) Seth Nandlal Dhoot Hospital, Aurangabad

The expenses incurred for inpatient treatment shall be reimbursed as per CGHS/ Medical attendance rates.

28. **CHILDREN'S EDUCATIONAL ASSISTANCE :**

Children's Educational Assistance will be provided to the employees on the same rates & pattern as admissible to the Central Government Employees and subject to the general conditions governing the grant of :

- a. Children's Educational Allowance
- b. Reimbursement of Tuition Fees
- c. Hostel Subsidy

28.1 **CASH HANDLING ALLOWANCE:**

Cash handling allowance may be paid to Cashier as per the Central Government rule.

28.2 **MODIFIED ASSURED CAREER PROGRESSION (MACP) SCHEME:**

Modified Assured Career Progression (MACP) Scheme is being extended to IGTR employees on the same pattern as applicable to Central Govt. civilian employees.

27.15: Approved in 36th G.C. dt. 09.06.2009

27.16: Approved in 15th G.C.dt. 13.02.97 & 18th G.C. dt. 22.09.98.

28.1: Approved in 20th G.C. dt. 11.10.1999.

28.2: DC Office approval vide letter No.21/MACPS/2009/TR dt. 10.01.2011

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29. **CONTRIBUTORY PROVIDENT FUND RULES**

Introduction

The employees will be covered under the Contributory Provident Scheme of the Regional Provident Fund Commissioner of the State. The contributions towards CPF both from the employee and the employer will be deposited at the fixed rates on monthly basis by the General Manager as per the prescribed procedure. It is open for the IGTR to either continue maintenance of CPF account with the Regional Provident Fund Commissioner of the State or to form a Trust to be operated by the IGTR. The rules for the formation of the Trust will be framed in consultation with the Regional Provident Fund Commissioner for which the following guidelines will be followed :-

29.1 **Short Title**

- (a) These rules may be called the Indo-German Tool Room Aurangabad Contributory Provident Fund Rules (hereinafter referred to as IGTR CPF)
- (b) These rules shall come into force with effect from the date of formation of the Trust.

29.2 **Definitions** :

In these rules the words, terms and expressions mentioned below shall except where repugnant to the subject or context, be deemed to have, respectively the meanings as described against each :

- i) "IGTR" shall mean the Indo-German Tool Room Aurangabad
- ii) "Governing Council" shall mean the Governing Council of the Indo-German Tool Room Aurangabad
- iii) "Fund" shall mean the Indo-German Tool Room Aurangabad Contributory Provident Fund.
- iv) "Member" shall mean a subscriber to the Indo German Tool Room Aurangabad contributory provident fund.
- v) "Trustee" shall mean the Board of Trustees of the IGTR CPF.
- vi) "Employer" shall mean the Indo-German Tool Room Aurangabad and including the authorities or persons to whom affairs of the IGTR have been entrusted.
- vii) "Foreign Service" shall mean the service in which an employee of the IGTR receives his pay and allowances with the sanction of the IGTR.
- viii) "Emoluments or Salary" shall mean pay or leave pay and shall include :
 - a) basic pay of an employee,
 - b) any ad-interim increase of basic pay
 - c) any special pay granted in consideration of specific additions to duties and/or responsibilities
 - d) dearness allowance
 - e) any personal pay granted at the time of fixation in a new scale or in the same scale.
 - f) dearness pay

NOTES : (i) For the purpose of calculating "Contributions" and subscriptions it shall be rounded off to the nearest whole rupee.

(ii) "Emoluments of Salary" for the purpose of this rule shall exclude all other allowances and perquisites. The terms "Emoluments", "Salary"

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and “Pay” shall be interchangeable.

- x) “Subscription” shall mean the subscription paid by the Member to the fund.
- i) “Contribution” shall mean the contribution paid by the IGTR.
- xi) “Family” shall mean and include as below :
 - i) In the case of a male member, wife, children and dependent parents of a member and a widow and children of deceased son of a member, provided that if a member proves that his wife has under the personal law governing him or the customary law of the community to which the spouse belongs, ceases to be entitled to maintenance, she shall no longer be deemed to be a part of member’s family for the purpose of these rules, unless a member subsequently intimates by express notice in writing to the Trusteeship Committee that she shall continue to be so regarded, and;
 - ii) In the case of a female member, husband and children of a member, her dependent parents and that of her husband, widow and children of deceased son of a member ;

provided that if a member, by notice in writing to the Trusteeship Committee, expresses her desire to exclude her husband from family, the husband and his dependent parents shall no longer be deemed to be a part of a member’s family for the purposes of these rules unless a member subsequently cancels in writing any such notice.

In either of the above two cases, if the child of a member has been adopted by another person and if under the personal law of the adopter, the adoption is legally recognized, such a child shall be considered as excluded from family of a member.

- xii) “Chairman” shall mean the Chairman of the Board of Trustees.
- xiii) “Secretary” shall mean the Secretary of the Board of Trustees.
- xiv) “Rules” shall mean the IGTR CPF.
- xv) “Year” shall mean financial year of the IGTR i.e. from 1st April to 31st March of the next year.
- xvi) “Employee” shall mean a regular employee of the IGTR participating in IGTR CPF.
- xvii) “Accumulated Balance due to an employee” in case the balance to his/her credit or such portion thereof as may be claimable by him under the rules of the Fund on the day he or she ceases to be an employee of the IGTR.
- xviii) “Exempted Employee” “Exempted Contribution” and “Exempted Interest” etc. shall be construed same as defined under the Employees Provident Fund Act 1952 as amended from time to time.

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29.3 **Constitution of the Fund**

- (a) A fund designated, as “Indo-German Tool Room Aurangabad Contributory Provident Fund” shall be created from the date of these rules coming into force to provide to the employees provident fund facilities as hereinafter prescribed.
- (b) The fund shall be maintained in Indian currency in India and shall consist of the following :
 - (i) Subscription of members
 - (ii) Contribution by the IGTR
 - (iii) Balance transferred from any other Provident Fund when such transfers are permitted under the rules.
 - (iv) Interest / dividends and profits which may accrue on investment / deposits.
 - (v) Sums appropriated or forfeited to the fund under the rules.
 - (vi) Any other receipts under the rules.

Note : In case of foreign service, contribution made by such foreign employer shall also be included in the fund.

29.4 **Membership**

- (a) Every employee who is in regular employment of the IGTR and who has completed one year's continuous service shall compulsorily become member of the Fund from the beginning of the month following that in which he completes one year's continuous service.
- (b) The following categories of employees shall not be entitled to become members of IGTR CPF :-
 - (i) Deputationist from Central / State Govts.
 - (ii) Employees keeping lien in other departments.
 - (iii) Part time and casual employees
- (c) A deputationist from a Govt. Department or an employee keeping his lien in his parent department, who is subsequently absorbed in the service of IGTR shall become a member of the Fund from the date of such absorption.
- (d) Similarly, an employee leaving the IGTR's service and joining other services, wherein a recognized Provident Fund exists, will have option to transfer his subscriptions alongwith the IGTR's contributions to that

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Provident Fund, provided that both the funds are recognized under the Income Tax Act, 1961.

- (e) The reemployed officers shall not be eligible to become members of the Fund during the period of leave preparatory to retirement, refused leave running concurrently with the period of reemployment

29.5 Every member shall give a declaration, in the prescribed Form – **Annexure VI** that he accepts these rules including the amendments which may be made from time to time and that if any dispute arises the decision of the Board of Trustees shall be final and binding on him.

29.6 **Nomination**

- i) Every member shall, as soon as possible after joining the Fund send a nomination conferring one or more persons the right to receive the amount that may stand to his credit in the fund, in the event of his death before that amount has become payable or having become payable or has not been paid. The nomination shall be in the Form appended to these Rules as Appendix 'B' and the nomination should be sent to the Board of Trustees for registration in the Books of the Fund. A member may, in his nomination, distribute the amount that may stand to his credit in the Fund, amongst his nominee at his own discretion :

Provided that if at the time of making the nomination the member has family, the nomination shall not be in favour of any person or persons other than the members of his family ;

- ii) If a member nominates more than one person under sub rule (i) above, he shall specify in the nomination the amount of share payable to each of the nominee in such manner as to cover the whole of the amount that may stand to his 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 Trustees provided that the member shall, alongwith such notice send a fresh nomination made in accordance with the provisions of the Rules.
- iv) A member may provide in a nomination :-
 - (a) In respect of any specified nominee, that in the event of his predeceasing the member the right conferred upon the nominee shall

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pass to such other persons or persons as may be specified in the nomination; and

- (b) The nomination shall become invalid in the event of the happening of the contingency specified therein; provided that if at the time of making the nomination the member has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.
- v) Immediately on the death of a nominee in respect of whom no special provisions has been made in the nomination under clause (a) of sub-rule (iv) or on occurrence of any event by reasons of which the nomination becomes invalid in pursuance of Clause (b) of sub-rule (iv) or the proviso thereto, the member shall send to the Trustees a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provisions of the Rules.
- vi) Every nomination made and every notice of cancellation given by a member shall to the extent it is valid, take effect on the date on which it is received by the Board of Trustees.

29.7 **Subscription**

- i) Every member shall subscribe monthly to the fund when on duty, on leave with pay or on Foreign Service.
- ii) No subscription shall be payable by a member during the period of suspension or leave without pay. Provided that a member on being honorably acquitted and reinstated in service after suspension shall be allowed the option to pay in lumpsum or in installments the amount of arrears of contribution due for that period.
- iii) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions :-
 - a) Subscription will not less than 10% of Member's salary. The monthly subscription will be rounded off to the nearest whole rupee.
 - b) The amount of subscription can be changed only from the beginning of the year, for which a written intimation should be sent to the Secretary two weeks before the start of the financial year.
 - c) Recovery of subscription and of the principal and interest on advances granted from the Fund shall be made from the salary itself.

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- iv) In case where no contribution has been deducted from the salary of a member of where deductions have been made either in excess of or short of correct contribution, due to accidental mistake, clerical errors or false declaration made by an employee at the time of joining the IGTR, such deduction or adjustment of deduction may be made by the IGTR from any subsequent salary of the employee concerned.
- v) The amount of subscription shall be rounded off to the nearest rupees.

29.8 **Contribution**

- i) The IGTR shall at the close of each month make contribution to the account of each subscriber of an amount equal to the contribution made by the subscriber during the said month provided that in no case the contribution of IGTR shall exceed 10% of the salary paid during that month, provided that if a subscriber quits the service or dies during a month, the contribution shall be credited to his account in proportion of the number of days he was actually in service.
- ii) The IGTR shall make over all such amounts to the Trustees immediately after collection, who shall invest the collections in securities of the nature specified in Rule 67 of Income Tax Rules, 1962 and Rule 10 of IGTR CPF.

29.9 **Members accounts**

An account shall be maintained in the name of each Member to which shall be entered

- i) Member's subscription
- ii) Contribution for the member by the IGTR
- iii) Interest
- iv) Advances, loans, withdrawals, recoveries etc.

29.10 **Investment**

- i) All moneys credited to the fund (whether by the employer or by the employees) or accruing by way of interest or otherwise to the fund shall be wholly invested in securities or saving schemes of the nature specified in sub-rule (ii) of this rule.

Provided that the Trustees shall be entitled to keep some amount in current account in any of the nationalized banks or in post office saving account or in cash for meeting current demand from the fund. The

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amounts to be kept in the bank, post office or in cash shall be decided by the Trustees.

ii) Investible amounts of the Fund referred to in sub-rule (i) shall be invested in the following manner.

- a) In Central Govt. securities not less than 45%
- b) In State Govt. securities Not less than 5%
- c) In securities guaranteed by the Central or any State Govt. Not less than 20%
- d) In 7 years National Saving Certificates (II issue and III issue) Or in any Post Office saving bank Account. Not more than 30%

e) In special Deposit Schemes Not more than 20%

iii) a) The Board of Trustees shall declare the rate at which interest shall be payable on the amount at credit of members during each financial year after having the audited report of the fund for the respective year.

b) After the close of each financial year the account of each member shall be credited with interest with effect from the last day in each year in the following manner.

- (i) On the amount at the credit of a subscriber on the last day of the preceding year, less any sums withdrawn during the current year interest for twelve months;
- (ii) On sums withdrawn during the current year interest from the beginning of the current year upto the last day of the month proceeding the month withdrawal ;
- (iii) On all sums credited to the subscriber's account after the last day of the preceding year – interest from the date of deposit upto the end of the current year ;

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

Provided further when the service of any employee terminates except on the last day of any financial year interest due shall be calculated upto the date of such termination.

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29.11. **Management**

- 1) The fund shall vest and shall remain vested from time of inception of the Fund in the Board of Trustees.
- 2) The Board of trustees shall consists of :-
 - i) The General Manager of IGTR who shall be the Chairman of the Board of Trustees.
 - ii) One Member of the Governing Council to be nominated by the Chairman of the Governing Council of IGTR.
 - iii) One representative of the Members for every hundred members or a part thereof to be elected by the Members.
 - iv) The Secretary or Administrative Officer of the IGTR who shall be the Secretary of the Board of Trustees.
 - v) The Accounts Officer of the IGTR who shall be the Treasurer of the Fund.

In case any subject is put to vote in any meeting of the Board of Trustees and there is tie, the Chairman shall exercise a casting vote in addition to his own vote as member of the Board of Trustees.

29.12 9 a) Members other than the ex-officio members of the Board of Trustees shall hold office for a period of 3 years.

- b) Any Trustee elected by the members shall cease to be a Trustee if he ceases to be a member during the tenure of his office.
- c) Any Trustee elected or nominated shall cease to be a Trustee if he fails to attend six consecutive meetings of the Board.
- d) Any casual vacancy in the Board shall be filled up in the same manner in which the seat was originally filled up and a member who thus fills the vacancy will hold office for the remaining period of the term of office of the trustees in whose place he is appointed.

29.13 a) The Board of Trustees shall meet at least once in two months.

- b) For an ordinary meeting seven days' notice and for an emergency meeting 24 hours' notice will be necessary.
- c) In the absence of the Chairman in any meeting, the Trustees present shall elect one amongst themselves to act as Chairman of the meeting.

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- d) 3 members shall ordinarily form the quorum but if any meeting fails for want of quorum such meeting shall be adjourned to future date. In such an adjourned meeting no quorum will be necessary.
 - e) The work of the Board of Trustees shall not be invalidated by reason of there having been any vacancy in the Board at the time when any decision was taken by the Board.
- 29.14 (a) The Secretary shall be responsible for the maintenance of the fund and accounts of the IGTR CPF in proper manner to have them audited after the close of each financial year and shall carry out all other normal administrative, financial and secretarial work in relation to the fund under the general guidance, supervision and direction of the Board of Trustees.
- (b) In particular and without prejudice to the provisions of the above clause, the Secretary shall -
- 1) maintain proper accounts in respect of the fund and in respect of each member in accordance with the forms to be prescribed by the Board of Trustees ;
 - 2) maintain accounts showing the actual cash transaction of the fund from day to day, for each day on which any transaction takes place, along with properly maintained file of vouchers.
 - 3) Keep in safe custody and in proper arrangement all declarations of members, applications, orders and other documents relating to payment to and from the fund including advances and other important records together with an index;
 - 4) Keep clear and upto date account showing the details of all investments, bank balance and cash balances in relation to the fund;
 - 5) Maintain all correspondence, papers, statements and other records of any type whatsoever which are received including copies of any papers, records, documents etc., which may be received in and issued or sent out from the office of the Trustees ;
 - 6) Keep records of proceedings of all meetings of the Board of Trustees ;
 - 7) Maintain proper counterfoil receipts in such form as may be prescribed by the Board of Trustees and issue such receipts for every payment which is made to the fund either by any person or any authority, keeping proper counterfoils for the proper check of

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such receipts, provided that no separate receipt shall have to be given for subscription recovered through member's bills.

29.15 Advance from the fund :

- 1) Withdrawals by members may be allowed by the trustees of the Provident Fund at their discretion in the following circumstances :-
 - a) to pay expenses incurred in connection with the illness of the member or a member of his family.
 - b) Meeting the cost of higher education, including where necessary, the traveling expenses of any child of the member actually dependent on him in the following cases, namely ;
 - i) education outside India for academic, technical, professional or vocational courses beyond the High School stage, and
 - ii) any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years ;
 - c) to pay for the cost of passage of a member or any member of his family to a place out of India ;
 - d) to pay expenses in connection with marriages, functions or ceremonies, which by the religion of the member is incumbent upon him to perform ;
 - e) to meet the expenditure on building a house or a flat or purchasing a site or a house and a site; provided that the member furnishes an undertaking to the Trustees and to encumber or alienate such house or site or house and site as the case may be;
 - f) to repay a loan from Government or the Life Insurance Corporation of India taken for construction or purchase of a house or a site for house or a flat; provided that the Member furnishes an Undertaking not to encumber or alienate such house or site or house and site or flat as the case may be ;
 - g) to pay premium on policies of insurance on the life of member or his wife provided that the policy is assigned to the trustees of the Fund or at their discretion deposited with them and that the receipts granted by the insurance company for the premium are from time to time handed over to the trustees for inspection by the Income Tax Officer ;

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- h) to meet the cost of legal proceedings instituted by the member vindicating his position in regard to any allegation made against him in respect of any act done or purporting to be done by him in the discharge of his duties when he is prosecuted by the employer in any court of law in respect of any official misconduct on his part; provided that the advance under this clause shall not be admissible to an employee who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the employer in respect of any condition of service or penalty imposed on him.

For the purposes of sub-rule (1), 'family' means any of the following persons who are wholly dependent on the member, namely – the member's wife / husband, legitimate children, step-children, parents, unmarried sisters and minor brothers.

- 2) The withdrawal in connection with expenses on marriages as specified in clause (d) of sub-rule (1) shall not exceed six month's pay or the total of the accumulation of exemption contributions and exempted interest lying to the credit of the member, whichever is less.
- 3) The withdrawal for the purpose specified in clause (e) and (f) of sub-rule (1) of rule 15 shall be subject to the following conditions :-
- i) the amount of withdrawal shall not exceed one-half of the amount standing to the member's credit or the actual cost of the house and/or of site, whichever is less;
 - ii) the member should have completed twenty years of service or is due to retire within the next ten years ;
 - iii) the construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of the commencement of the construction ;
 - iv) if the withdrawal is made for the purchase of house and/or a site for a house, the purchase should be made within six months of the withdrawal ;
 - v) if the withdrawal is made for the repayment of loan previously raised for the purpose of construction or purchase of a house, the repayment of the loan should be made within three months of the withdrawals ;
 - vi) where the withdrawal is for the construction of house, it shall be permitted in two or more equal installments (not exceeding four) a

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later installment being permitted only after verification by the trustees about the actual utilization of the earlier withdrawal;

- vii) the withdrawal shall be permitted only if the house and/or site is free from encumbrance and no withdrawal shall be permitted for purchasing a share in a joint property or building or house or land whose ownership is divided ;
 - viii) if the amount withdrawn exceeds the actual cost of the purchase or construction of the house and/or site, or if the amount is not utilized for the purpose for which it is withdrawn, the excess or the whole amount, as the case may be, shall be refunded to the trustees forthwith in one lumpsum together with interest from the month of such withdrawal at the rate of prescribed in the sub-rule (8) of Rule 15. The amount refunded shall be credited to the member's account in the Provident Fund.
 - ix) Trustees at their discretion may ask the member to assign the house or flat or site or house and site to the Trustees before an advance is sanctioned.
- 4) The withdrawal for the purpose specified in clause (g) of sub-rule (1) of Rule 15 shall not exceed three months' pay or Rs. 500/- whichever is more, but shall in no case exceed half the amount to the credit of the member.
- 5) The withdrawal for any other purpose referred to in sub-rule (1) of Rule 15 shall not exceed three months' pay or the total of the accumulation of exempted subscription and exempted interest thereon under the Income Tax Rules to the credit of the member, whichever is less.
- 6) **Second withdrawal**
- a) save as in clauses (e), (f) and (g) of sub-rule (1) a second withdrawal shall not be permitted until the sum first withdrawal has been fully repaid ;
 - b) a withdrawal may be permitted for the purposes specified in clause (e), (f) and (g) of sub-rule (1) of Rule 15 notwithstanding that the sum withdrawn for any other purposes has not been repaid.
- 7) a) Advance taken under clauses (e), (f) & (g) of sub-rule (1) of Rule 15 shall not be repaid and no interest charged thereon unless the member specifically asks for it. Such advances unless repaid shall be adjusted when Provident Fund Account of the member is closed.

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b) Advance taken under clause (b) (ii) and for the purpose of marriage under clause (d) of sub-rule (1) of Rule 15 shall be repaid in not more than forty eight equal monthly installments.

c) All other advances shall be repaid in not more than twenty four equal monthly installments.

d) In case of advance for the purpose of payment of premium on policies like Life Insurance under clause (g) of sub-rule (1) of Rule 15 if the policy matures before the member quits the service or if on joint lives of a member and his wife assigned under this Rule falls due for payment by reason of the death of the wife, the trustees shall realize the amount along with accrued bonuses from the Life Insurance Corporation and after deducting the advance along with interests thereon shall pay the balance amount to the Member and ask the member to refund to the fund the amount of advance alongwith interests.

8) Interest on advances taken shall be paid in the following manner :-

i)	Where the amount is repaid in not more than 12 monthly installments	One additional installment of 4% on the amount withdrawn
ii)	Where the amount is repaid in more than 12 but not more than 24 monthly installments	Two additional installments of 4% on the amount withdrawn
iii)	Where the amount is repaid in more than 24 monthly installments but not more than 36 monthly installments.	Three additional installments of 4% on the amount withdrawn
iv)	Where the amount is repaid in more than 36 monthly installments but not more than 48 monthly installments	Four additional installments of 4% on the amount withdrawn
v)	Where the amount is refunded under clause (viii) of sub-rule (3) of Rule 12 of PF Rules	4% of the amount which is refundable

Provided that at the discretion of the trustees of the Fund, interest may be recovered on the amount aforesaid or the balance thereof outstanding from time to time at 1% above the rate, which is payable for the time being on the balance in the fund at the credit of the member.

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29.16 **Final Withdrawal**

- 1) a) If member dies, the amount standing to his credit in the Fund, including interest up-to-date, shall become payable to his nominee(s) or successor(s), subject to any deduction authorized under these rules.

b) payment under sub-rule (a) to the nominee(s) shall be made within one month. In the case of death of member, who has no subsisting nomination, the Committee shall pay the amount to the heir (s) of the deceased member on production of a succession certificate.
- 2) On member's leaving the service, payment will be made to the subscriber himself at the close of the month in which the event occurs in accordance with the following rules :-
 - a) If a subscriber leaves the service before completing two years of his membership of the fund, he shall not be entitled to any part of the contributions made by the IGTR and interest accrued thereon;
 - b) If a member leaves the service after completing two years but less than five years of membership of the fund he shall be entitled to 50% of the contributions made by the IGTR and the interest accrued thereon ;
 - c) If a subscriber leaves the service after completing five years of membership of the fund, he shall be entitled to the whole amount including the contributions made by the IGTR and the interest accrued thereon ;
 - d) If the services of a member are dispensed with for no fault on his part, he shall be entitled to full amount to his credit, including the contribution made by the IGTR, together with the interest accrued thereon irrespective of the period of his membership ;
 - e) If a subscriber while in the service of the IGTR is declared to be unfit for further service at any time by a competent medical authority acceptable to the IGTR, he shall be entitled to full amount at his credit, together with IGTR's contributions in full and interest accrued thereon.

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- 3) The accumulated balance due and becoming payable to a member participating in the IGTR CPF shall be excluded from the computation of his/her total income (i) if he/she has rendered continuous service within the IGTR for a period of five years or more or (ii) if, though he/she has not rendered such continuous services, the services have been terminated due to member's ill health or by discontinuance of the functions of the IGTR or any other cause beyond the control of the member concerned.
- 4) a) Where, however, the accumulated balance due to an employee participating in the IGTR CPF is included in his/her total income owing to the above provision, not being applicable, the Income Tax Officer shall calculate the total of various sums of tax which would have been payable by the member in respect of his total income for each of the years concerned if the fund had not been a recognized provident fund and the amount by which such total exceeds the total of all sums paid by or on behalf of such members by way of tax for such years shall be payable by the member in addition to any other tax for which he may be liable for the previous year in which the accumulated balance due to him / her become payable.

b) The accumulated balance due to member shall be payable on the day he ceases to be a member of the IGTR maintaining the fund.
- 5) Save as provided in this Rule or in accordance with such conditions and restrictions as the Trustee may, by rules, specify, no portion of the balance to the credit of a member shall be payable to him.
- 6) Any benefit arising to any member from the lapsed balance will be subject to Tax as per provisions of the Income Tax Act, 1961.

29.17. Deductions

It shall be open to the Trustee to deduct the whole or portion of the contribution made by the IGTR with interest accrued thereon if a member has been dismissed from the service on account of misconduct.

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29.18 Annual Statement of Account

- i) As soon as possible after closing of each financial year, the Secretary shall send to each member, a statement of his account in the Fund, showing (a) opening balance as on the first day of the financial year, (b) amounts credited and debited during the financial year (c) amount of interest credited on the last day of the financial year and the closing balance as on that date.
- ii) Members should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Secretary within three months from the date of receipt of the statement. If no intimation is received as aforesaid the statement shall be deemed as correct and no subsequent objections shall be entertained except at the absolute discretion of the trustees.

29.19 Amendments to Rules

No amendments to these Rules shall be made without the previous approval of the Governing Council of the IGTR, where there is any repugnance between any of the rules of the fund and the provisions of Income Tax Act, 1961 and the rules made thereunder, the repugnant rule will be void and the Governing Council, if so required by the Commissioner of Income Tax, should remove the repugnant rule.

29.20 Provisions against attachment

- i) The amount standing at 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 liability 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 Town Insolvency Act, 1909 (XXX of 1909) nor any receiver appointed under the Provincial Insolvency Act, 1920 (V 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 his death and payable to his nominee(s) under these rules shall, subject to any deductions authorized by these rules, vest in the nominee(s) and shall be free from any debt or other liability incurred by the deceased or the nominee(s) before the death of the member. Before paying the accumulated balance in the case of a deceased member the Trustees will ascertain that Estate Duty due has been paid or satisfactory arrangements for its payments have been made or that no Estate Duty is payable.

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29.12. Accounts

The accounts of the Fund shall be maintained by the Secretary.

- (i) An account in the name of “INDO-GERMAN TOOL ROOM CONTRIBUTORY PROVIDENT FUND” shall be maintained at a Post Office and/or a State Bank of India’s Branch, approved by the Trustees and all sums received on behalf of the Fund shall be credited to this account.
- (ii) The Saving Bank account shall be operated upon by the Chairman and Secretary of the Trustee Committee jointly. The Chairman shall have power to authorize any Member of the Committee to operate the account on behalf of himself or/and the Secretary in the absence of himself or both of them.

29.22. Audit

The Accounts of the fund shall, as soon as practicable after the close of the each financial year, be audited by the Auditors of the IGTR and the Auditors fees and all expenses on account of audit shall be charged to the IGTR CPF.

29.23. Expenses

All expenses incurred by the Trustees in connection with the management of the Fund, shall be a charge o the IGTR CPF.

29.24 Final Decision

All cases which may hereafter arise and which may not be fully provided for in those rules shall be submitted to the Trustee(s) and its decision shall be final. Any differences of opinion arising between the Trustees and the member or members of the Fund shall be decided by the Governing Council, whose decision in all matters of dispute will be final and legally binding on the member(s) and Trustees. Trustees arbitrator’s decision involving an interpretation of the provisions of the Income Tax Act, 1961 and the rules made thereunder must be communicated to the Commissioner of Income Tax.

29.25 Indemnity

The IGTR or the Trustees shall not be responsible for any loss sustained by the Fund from any investments or charge or sale of investments or through any deposit of securities or

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cash with any Bank or Banks made in accordance with these rules. All such losses shall be deemed to be losses to the fund and shall be borne by the respective members in proportion to and in relation to the amount at their credit.

29.26. Closure of the fund

The Fund may be closed with consent of all those who are members of the Fund at that time. In the event of closing and winding up the Fund the Trustees shall realize the assets at their disposal and shall, after liquidating all liabilities to the fund, pay to the members all accumulated balances due to them in full or on pro-rata basis. Such action of the Trustees will be subject to the prior approval of the Commissioner of Income Tax and tax due, if any, from the payment made on the closure may be leviable in accordance with the provisions of the Income Tax Act, 1961.

30.0 GROUP INSURANCE SCHEME

30.1 General

Indo-German Tool Room Aurangabad, may help to arrange Group Insurance for its employees through any Insurance Agency to provide them insurance protection at as little cost as possible and at the same time enable them to save more for post-retirement needs. IGTR shall however have no financial liability in the matter

30.2. Short title and commencement

- a) The scheme shall be called the Indo-German Tool Room Aurangabad Employees' Contributory Group Insurance Scheme or in short scheme.
- b) The scheme will come into force with effect from the date it is approved by the Governing Council and will be finalized in consultation with the Life Insurance Corporation of India.

30.3 Definition :

In this scheme, unless there is anything repugnant to the subject or context :

- a) "The scheme" shall mean the same as 2 (a) above.
- b) "The Corporation" shall mean the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956.

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- c) “The member” shall mean an employee of the Indo-German Tool Room Aurangabad, who has been admitted to the membership of the scheme.
- d) “Entry date” shall mean in relation to a member admitted to the scheme on the effective date and (b) in relation to new member to be admitted to the scheme, shall be only on the annual renewal date.
- e) “Nominee” shall mean the person or persons who has/have been nominated by the member as beneficiary.

30.4. **IGTR to represent on behalf of Members**

The IGTR will act for and on behalf of the members in all matters relating to the scheme and every act done by agreement made with and notice given to Corporation by the IGTR shall be binding on the members.

30.5 **Eligibility**

- a) Every employee shall join the scheme
- b) It will be a condition of service for a future employee that he shall become a member of the scheme on the relevant date
- c) The future entrants in the service shall join the scheme on the renewal date
- d) No member shall withdraw his membership from the scheme so long as he satisfies the conditions of eligibility.
- e) The following categories of employees will not be eligible to join the scheme:-
 - 1) Persons on deputation to the IGTR.
 - 2) Persons on re-employment with IGTR after superannuation
 - 3) Trainees and Apprentices with or without stipend

30.6 **Evidence of age**

The IGTR shall arrange for submission of evidence of age in respect of each member at the time of entry into the scheme.

30.7 **Evidence of Health**

An employee will be admitted into the scheme without any medical examination provided he is not absent on grounds of sickness on the entry date.

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30.8 Entry date for a new employee

A new employee will be admitted into the scheme only on the annual renewal date.

30.9 Contribution and Assurance Benefits

The employees are grouped into four categories based on their designation, scale of pay and Assurance Benefits will be available as follows :-

Cost and benefits :

Employees will contribute towards Group Insurance at the rates indicated against each category and the same will be deducted on monthly basis from their salary bills :-

(Group having membership more than 100 members)

Sr.No.	Sum assured	Monthly contribution	Description of Insurable Members / Class / Categories
I	1,20,000	120	General Manager / Dy. General Manager / Sr.Managers / Managers
II	90,000	90	Sr.Engineers / Sr.Instructors / Admn.Officer / Accounts Officer
III	60,000	60	Supervisors / Engineers / Instructors & other office staff
IV	30,000	30	Sub-staff / Peons /Drivers

(Group having membership between 50 to 100 members)

I	80,000	80	General Manager / Dy. General Manager / Sr.Managers/Managers
II	60,000	60	Sr.Engineers /Sr.Instructors / Admn.Officer/Accounts Officer
III	40,000	40	Supervisors/Engineers/Instructors & other office staff
IV	20,000	20	Sub-staff / Peons /Drivers

30.9 As and when the membership will exceed 50, higher insurance cover will be allowed by increasing in the insurance premium as indicated above.

30.10 **Benefits on death prior to normal retirement date**

On the death of the member while in service prior to normal retirement date, the sum assured under the scheme in force shall become payable to the IGTR for the benefit of the nominee.

30.12 **Termination of Assurance**

The Assurance on the life of a member shall immediately terminated upon the happening of any of the following events :-

- a) On retirement on the normal retirement date i.e. superannuation.
- b) On cessation in the service.

30.13 **Restraint on anticipation or encumbrance**

The benefits assured under the scheme are strictly personal and cannot be assigned charged or alienated in any way.

30.14 **Master Policy**

The Corporation will issue a single Master Policy incorporating all the Assurance effected under the scheme.

30.15. **Jurisdiction**

All Assurance issued under the scheme shall be subject to the provisions of the Insurance Act, 1938, as amended, the Life Insurance Corporation Act, 1956, the Income Tax Act, 1961 and to any legislation subsequently introduced. All benefits under the scheme arising on the death of any member shall be payable in Indian Rupees.

30.16 **Appointment of Beneficiary of Nominee**

Every member shall appoint one or more person to be his Beneficiary or Beneficiaries like his wife or child / children or dependents. In the event of death of the member, while in service, the benefits under the scheme will be paid to the Beneficiary or Beneficiaries appointed by the member in the prescribed form which may be obtained from the LIC. If the member does not have a wife or child / children or dependents, he shall appoint his legal personal representative to be his Beneficiary.

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30.17 The quantum of benefits payable under the scheme

- a) On unfortunate death of any employee the insurance amount along with the accumulated savings amount with interest @ 11% standing to the credit of the deceased will be paid to the nominee.
- b) On cessation of service or on retirement, the entire accumulated amount with interest at 11% standing to the credit of the employee in his savings account will be refunded to him.

30.18 The IGTR reserves the right to discontinue the scheme substituted it by a scheme which may be equally or more beneficial to the employee or by a scheme which the law may require the IGTR to introduce in future or to amend the Rules thereof of any annual entry date.

30.19 Interpretation

If any doubts arises relating to the correct interpretation of these rules, the matter will be referred to the Governing Council and whose decision shall be final.

31. IGTR EMPLOYEES (CONDUCT) RULES 1993

31.1 Short title and commencement

These rules may be called the Indo-German Tool Room Aurangabad Employees (Conduct) Rules, 1993.

31.2 Interpretation :- In these rules unless the context otherwise requires :

- (a) “IGTR” mean Indo-German Tool Room Aurangabad
- (b) “Governing Council” means the Governing Council of the IGTR.
- (c) “Chairman” means Chairman of the Governing Council of the IGTR
- (d) “Management” means, the Chairman of the Governing Council or such other members or nominees as may be authorized in this behalf by the Governing Council / Chairman.
- (e) “General Manager” means General Manager of the IGTR.

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(f) “Employee” means any person who holds a post under the IGTR other than a casual employee, a person paid from contingencies or a person whose conditions of service are governed by the Standing orders.

(g) “Members of the family” in relation to an employee includes :

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

(ii) son or daughter or step-son or step-daughter of the employee and wholly dependent on him, but does not include a child or step-child who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law;

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

(h) Words denoting the masculine gender shall include the feminine gender.

(i) Words denoting the singular number shall include the plural number and vice versa.

31.3. Application : These rules shall apply to all employees of the IGTR.

31.4 General :-

(1) Every employee shall at all times : -

- (i) maintain absolute integrity;
- ii) maintain devotion to duty; and
- (iii) do nothing which is unbecoming of an employee

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

ii) No employee shall, in the performance of his official duties or in the exercise of powers conferred on him, act otherwise than in his best judgment except when he is acting under the direction of his official superior and shall, where he is acting under such direction, obtain the direction in writing, wherever practicable, and where it is not practicable to obtain the

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direction in writing, he shall obtain written confirmation of the direction as soon thereafter as possible.

Explanation : Noting in clause (ii) of sub-rule (2) shall be construed as empowering an employee to evade his responsibilities by seeking instructions from, or approval of, a superior officer or authority when such instructions are not necessary under the scheme of distribution of powers and responsibilities.

31.5 Employment of near relatives of employees in private firms enjoying IGTR patronage

(1) No employee shall use his position or influence directly or indirectly to secure employment for any member of his family in any private firm.

(2) (i) No employee shall, except with the previous sanction, permit his son, daughter or other dependent to accept employment in any private firm with which he has official dealings or in any other firm having official dealings with the IGTR. Provided that where the acceptance of the employment cannot await prior permission or is otherwise considered urgent, the matter shall be reported and the employment may be accepted provisionally subject to the permission being obtained subsequently.

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

Provided that no such intimation shall be necessary if he has already obtained the sanction of, or sent a report to, the IGTR under clause (i)

(3) No employee shall in the discharge of his official duties deal with any matter or give or sanction any contract to any firm or any other person if any member of his family is interested in such matter of contract in any other manner and the employee shall refer every such matter or contract to his official superior and the matter or contract shall thereafter be disposed of according to the instructions of the authority to whom the reference is made.

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31.6 Taking part in politics and elections

- (1) No employee shall be a member of, or be otherwise associated with, any political party or any organization which takes part in politics, nor shall take part in, subscribe in aid of, or assist in any other manner, any political movement or activity.
- (2) It shall be the duty of every employee to endeavour to prevent any member of his family taking part in, subscribing in aid of, or assisting in any other manner, any movement or activity which is, or tends directly or indirectly to be, subversive of the Government as by law established, and where an employee is unable to prevent a member of his family from taking part in, or subscribing in aid of, or assisting in any other manner, any such movement or activity, he shall make a report to that effect to the IGTR.
- (3) If any question arises whether any movement or activity falls within the scope of this rule the decision of the Management thereon shall be final.
- (4) No employee shall canvass or otherwise interfere with or use his influence in connection with, or take part in, an election to any legislative or local authority.

Provided that

- (j) an employee qualified to vote at such election may exercise his right to vote, but where he does so, he shall give no indication of the manner in which he proposes to vote or has voted ;
- (ii) an employee shall not be deemed to have contravened the provision of this rule by reasons only that he assists in the conduct of a election in the due performance of a duty imposed on him by or under any law for the time being in force.

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

31.7. **Joining of association by employees**

No employees shall join, or continue to be a member of, any association:

- (a) which has not obtained the recognition of the IGTR; or
- (b) recognition in respect of which has been refused or withdrawn by the IGTR
- (c) the objects or activities of which are prejudicial to the interests of the IGTR or to the interest of the sovereignty and integrity of India or public order or morality.

31.8 Demonstration and strikes

No employee shall –

- (i) engage himself or participate in any demonstration which is prejudicial to the interests of the IGTR and the interest of the Sovereignty and integrity of India, the Security of the States, friendly relations with foreign states, public order, decency or morality, or which involves contempt of court, defamation or incitement to an offence, or which directly or indirectly affects the working and the administration of the IGTR or contributes directly or indirectly to the impediment in the working of the IGTR or any of its projects ;
- (ii) resort to or in any way abet any form of strike in connection with any matter pertaining to his service or the service of any other employee.

31.9 Connection with press or radio :-

- (1) No employee shall, except with the previous sanction own wholly or in part, or conduct, or participate in the editing or management, or any newspaper or other periodical publication.
- (2) No employee shall, except with the previous sanction or in the bona fide discharge of this duties, participate in a radio broadcast or contribute any article or write any letter either anonymously pseudonymously or in his own name or in the name of any other person to any newspaper or periodical.

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

31.10 Criticism of Government and of the IGTR

No employee shall, in any radio broadcast or in any document published anonymously pseudonymously or in his own name or in the name of any other persons or in any communication to the press or in any public utterance, make any statement of fact or opinion:-

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- (i) which has the effect of an adverse criticism of any current or recent policy or action of the Central Government or a State Government or the IGTR;
- (ii) which is capable of embarrassing the relations between the Central Government and the Government of any State, or the IGTR and the Central Government or the Government of any State;
- (iii) which is capable of embarrassing the relations between the Central Government and the Government of any foreign State or of the IGTR with Central or a State Government.

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

31.11 **Evidence before committee or any other authority**

- (1) Save as provided in sub-rule (3), no employee shall, except with the previous sanction of the IGTR, give evidence in connection with any enquiry conducted by any person, committee or authority.
- (2) Where any sanction has been accorded under sub-rule (1), no employee giving such evidence shall criticize the policy or any action of the IGTR or of the Central or a State Government.
- (3) Nothing in this rule shall apply to –
 - (a) evidence given at an enquiry before an authority appointed by the Government, Parliament or a State Legislature; or
 - (b) evidence given in any judicial enquiry; or
 - (c) evidence at any departmental enquiry ordered by competent authority.

31.12 **Unauthorized communication of information**

No employee shall, unless generally or specifically empowered by the IGTR, or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or any part thereof or information to any employee or any other person to whom he is not authorized to communicate such document or information.

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31.13 **Subscriptions**

No employee shall, except with the previous sanction of the IGTR, ask for or accept contributions to, or otherwise associate himself with the raising of any funds or other collections in cash or in kind in pursuance of any object whatsoever.

13.14. **Gifts**

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

Explanation

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

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

Note : An employee shall avoid accepting lavish hospitality or frequent hospitality from any individual having official dealings with him or from private firms, organizations etc.

(2) On occasions such as weddings, anniversaries, funerals or religious functions, when the making of a gift is in conformity with prevailing religious or social practice, an employee may accept gifts from his near relatives but he shall make a report to the IGTR if the value of any such gift exceeds :

- (i) rupees one thousand in the case of an employee holding posts equivalent to Group A & Group B in Government of India ;
- (ii) rupees five hundred in the case of an employee holding any posts equivalent to Group C in Government of India and
- (iii) rupees two hundred in the case of an employee holding any posts equivalent to Group D in Government of India.

(3) On such occasions as are specified in sub-rule (2), an employee may accept gifts from his personal friends having no official dealings with him, but he shall make a report to the IGTR if the value of any such gift exceeds.

- (i) Rs. 400/- in case of an employee holding any posts equivalent to Group A&B posts in Government of India;

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- (ii) Rs.200/- in case of an employee holding Group 'C' equivalent post'
- (iii) Rs.100/- in the case of an employee holding Group 'D' equivalent post.

(4) In any other case, an employee shall not accept any gift without the sanction of the IGTR if the value thereof exceeds.

- (i) Rs. 150/- in the case of an employee holding any Group 'A' or Group 'B' equivalent posts;
- (ii) Rs.50/- in the case of an employee holding any Group 'C' and Group 'D' equivalent posts.

31.15 **Acceptance of dowry :**

No employee should give or take or abet the giving or taking of dowry nor should he demand dowry, directly or indirectly from the parents or guardian of a bride or bridegroom, as the case may be.

31.16. **Public demonstration in honour of employee**

No employee shall, except with the previous sanction of the IGTR, receive any complimentary or valedictory address or accept any testimonials or entertain any other employee at any meeting or entertainment held in his honour, or in the honour of any other employees:

Provided that nothing in rule shall apply to :

- (i) a farewell entertainment of a substantially private and informal character held in honour of an employee or any other employee on the occasion of his retirement or transfer or any person who has recently quit the service : or
- (ii) the acceptance of simple and inexpensive entertainment arranged by bodies or institutions of employee of the IGTR.

NOTE : (i) Exercise of pressure or influence of any sort of any employee to induce him to subscribe towards any farewell entertainment even if it is of a substantially private or informal character, and the collection of subscriptions from employees or Group 'C' and Group 'D' equivalent posts under any circumstances for the entertainment of any employee not belonging to Group 'C' and Group 'D' equivalent posts.

(ii) For the purpose of these rules the employees of the IGTR have been divided into 4 categories viz. Group 'A' equivalent, Group 'B' equivalent, Group 'C' equivalent and Group 'D' equivalent.

31.17 Private Trade or employment

- 1) No employee shall, except with the previous sanction of the IGTR engage directly or indirectly in any trade or business or undertake any other employment:

Provided that an employee may, without such sanction, undertake honorary work of a social or charitable nature of occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer; but he shall not undertake or shall discontinue, such work if so directed by the IGTR.

Explanation : Canvassing by an employee in support of the business of Insurance agency, commission agency, etc., owned or managed by his wife or any other member of his family shall be deemed to be a breach of this sub rule.

- 2) Every employee shall report to the IGTR if any member of his family is engaged in a trade or business or owns or manage an Insurance agency or commission agency.
- 3) No employee shall, without the previous sanction of the Institute except in the discharge of his official duties, take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 1956, (1 of 1956) or any other law for the time being in force or any cooperative society for commercial purposes :

Provided that an employee may take part in the registration promotion or management of a cooperative society substantially for the benefit of IGTR's employees registered under the Cooperative Societies Act, 1912, (2 of 1912) or any other law for the time being in force or of a literary, scientific or charitable society registered under the societies Registration Act, 1860 (21 of 1860) or any corresponding law in force.

- 4) No employee may accept any fee for any work done by him for any public body or any private person without the sanction of the competent authority.

31.17 A. Investment, lending and borrowing

- (1) No employee shall speculate in any stock, share or other investment.

Explanation : Frequent purchase or sale or both, of shares, securities or other investments shall be deemed to be speculation within the meaning of this sub rule.

- i) All Group 'A' & 'B' equivalent officers of the IGTR should send an intimation to the prescribed authority in case the total transaction in shares, securities, debentures or mutual fund schemes, etc. exceed Rs.50,000/- during a calendar year.
- ii) The employee of the IGTR should not purchase shares out of the quota reserved for friends and associate of Director of Companies.

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- (2) No employee shall make, or permit any member of his family or any person acting on his behalf to make, any investment which is likely to embarrass or influence him in the discharge of his official duties.
- (3) If any question arises whether any transaction is of the nature referred to in sub rule (1) or sub rule (2), the decision of the IGTR thereon shall be final.
- (4) (i) No employee shall, save in the ordinary course of business with a bank or a firm of standing duly authorized to conduct banking business, either himself or through any member of his family or any other person acting on his behalf.
 - (a) lend or borrow money, as principal or agent, from any person within the local limits of his authority or with whom he is likely to have official dealings, or otherwise place himself under any pecuniary obligation to such persons, or
 - (b) lend money to any person at interest or in a manner whereby return in money or in kind is charged or paid; provided that an employee may, give to or accept from a relative or a personal friend, a purely temporary loan of a small amount free of interest, or operate a credit account with the bona-fide tradesman or make an advance of pay to his private employee.
- (ii) When an employee is appointed or transferred to a post of such nature as would involve him in the breach of any of the provisions of sub rule (2) or sub rule (4), he shall forthwith report the circumstances to the competent authority and shall thereafter act in accordance with such other a may be made by such authority.

31.18 Inventions and Patents

No employee shall, without the previous consent in writing of the IGTR, apply for patent or exclusive privilege in respect of any invention under any enactment, if such invention is made by him when in the service of the IGTR and he shall, in the event of a patent.

Or exclusive privilege under any such enactment to make, sell and use such invention or allow others to do so, being granted to him, grant to the IGTR the unqualified right to adopt and use the said invention without its being obliged to pay any royalty or other consideration therefore. He shall not assign charge or transfer in any manner whatsoever his original or any extended patent or exclusive.

Privilege in respect of the said invention, without the previous consent in writing and without providing for the unqualified use, free of charge to the IGTR, of the said invention and further he shall on demand, execute in

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favour of the IGTR such letter of licence, or other deed or document for the purpose as it may advise.

Provided always that the IGTR at any time within six months of the receipt of any intimation from the employee that he has acquired such patent or exclusive privilege in India or abroad shall have the right to require the employee to transfer and assign such patent or exclusive privilege to the IGTR for such consideration as the IGTR shall at its discretion fix and if such right be exercised the employee shall execute all such deeds of assignment, grants and assurance and do all such acts, deeds and things for vesting in the IGTR and/or its nominees, the ownership of the patent or exclusive privilege and the full benefit thereof as the IGTR shall require.

31.19 Insolvency and habitual indebtedness

An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee against whom any legal proceeding is instituted for the recovery of any debt due from him or for adjusting him as an insolvent shall forthwith report the full facts of the legal proceeding to the IGTR.

NOTE : The burden of proving that the insolvency or indebtedness was the result of circumstances which, with the exercise of ordinary diligence, the employee could not have foreseen, or over which he had no control, and had not proceeded from extravagant or dissipated habits, shall be upon the employee.

31.20 Movable, Immovable and Valuable Property

- (1) Every employee shall on his first appointment to any service or post and thereafter at such intervals as may be specified by the IGTR submit a return of his asset and liabilities, in such form as may be prescribed giving the full particulars regarding :
 - (a) The immovable property inherited by him or owned or acquired by him or held by him on lease or mortgage either in his own name or in the name of any member of his family or in the name of any other persons.
 - (b) Shares, debentures and cash including bank deposits inherited by him or similarly owned, acquired or held by him.
 - (c) Other movable property inherited by him or similarly owned, acquired or held by him and
 - (d) Debts and other liabilities incurred by him directly or indirectly.

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NOTE : In all returns, the value of items of movable property worth less than rupees ten thousand may be added and shown as a lump sum. The value of articles of daily use such as clothes, utensils, crockery, books, etc., need not be included in such return.

NOTE : Every employee who is in service on the date of the commencement of these rules, shall submit a return under this sub rule on or before each date as may be specified by the IGTR after such commencement.

- (2) No employee shall, except with the previous knowledge of the competent authority, acquire or dispose of any immovable property by lease mortgage, purchase, sale, gift or otherwise either in his own name or in the name of any member of his family :

Provided that the previous sanction of the competent authority shall be obtained by the employee if any such transaction is :

- (i) with a person having official dealings with the employee : or
- (ii) otherwise than through a regular or a reputed dealer.

- (3) Every employee shall report to the competent authority every transaction concerning movable property owned or held by him either in his own name or in the name of a member of his family, if the value of such property exceeds Rupees ten thousand in the case of an employee holding any Group A or Group B equivalent post or rupees five thousand in the case of an employee holding any Group C or Group D equivalent post.

Provided that the previous sanction of the competent authority shall be obtained if any such transaction is –

- i. with a person having official dealings with the employee : or
- ii. otherwise than through a regular or a reputed dealer.

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

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- (5) The IGTR may exempt any category of employees belonging to Group 'C' or Group 'D' equivalent posts from any of the provisions of this rule except sub rule (4).

EXPLANATION : For the purposes of this rule, the expression 'movable' property includes –

- a) Jewellery, insurance policies the annual premium of which exceeds rupees one thousand or one sixth of the total annual emoluments received from IGTR whichever is less, shares, securities and debentures.
- b) Loans advanced by such employees whether secured or not :
- c) Motor cars, motor cycle, horses, or any other means of conveyance; and
- d) Refrigerators, radios and radiograms, other consumer durables.

31.21 Vindication of official acts

- 1. No employee shall, except with the previous sanction of the IGTR, have recourse to any court or to the press for the vindication of any official act which has been the subject of adverse criticism or an attack of defamatory character.
- 2. Nothing in this rule shall be deemed to prohibit an employee from vindicating his private character or any act done by him in his private capacity and where any action for vindicating his private character or any act done by him in private capacity is taken, the employee shall submit a report to the competent authority regarding such action.

31.22 Influence :

No employee shall bring or attempt to bring any political or outside influence to bear upon any superior authority of the IGTR for the furtherance of his interest in respect of matters pertaining to his service.

31.23 Bigamous marriages

- (a) No employee who has a wife living shall contract another marriage without the previous sanction of the IGTR notwithstanding that such subsequent marriage is permissible under the personal law for the time being applicable to him.
- (b) No female employee shall marry any person who has a wife living without obtaining such previous permission.

31.24 Application for employment elsewhere

An employee who desires to apply for posts and appointments elsewhere may forward his application direct to the concerned quarters under intimation to the Personnel Department except in the following cases :

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- a) During the period of bond where the employee has to serve the IGTR for a specified period.
- b) During suspension or where disciplinary case is pending against him.

NOTE : For the purpose of this rule, any application for scholarship or fellowship offered by any outside authority shall be deemed to be an application for employment elsewhere.

31.25 Restriction on the employment of other employees as private servants

No employee shall engage any other employee of the IGTR as his private servant in any capacity.

31.26 Return of property, equipment, tools, etc. belonging to the IGTR

Every employee leaving before leaving the service, shall return any of the property or equipment of tools, belonging to the IGTR issued or lent to him in connection with his employment. The cost of such property, equipment or tools not so returned shall be liable to be deducted from his pay or other amounts on any account due to him.

31.27 Consumption of Intoxicating Drinks and Drugs

An employee shall –

- a) Strictly abide by any law relating to Intoxicating drinks or drugs in force in any area in which he may happen to be for the time being;
- b) Take due care that the performance of his duties is not affected in any way by the influence of any intoxicating drinks or drugs;
- c) Not appear in a public place in a state of intoxication;
- d) Not habitually use any intoxicating drink or drug to excess.

31.28 Misconduct

Any breach of these rules shall be deemed to constitute misconduct punishable under IGTR Rules. Without prejudice to the generality of the term 'Misconduct', it shall be deemed to include the following :

- i) Obtaining employment by the concealment of antecedents, which would have prevented the employee's employment under the IGTR, had they been known before his appointment, to the authority which appointed him;

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- ii) Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his superior, or commission of any acts subversive of discipline or of good behaviour;
- iii) Participation in an illegal strike or abetting, inciting instigating or acting in furtherance thereof;
- iv) Willful slowing down in performance of work malingering or abetment or instigation thereof or interference with the work of other employees;
- v) Theft, fraud or dishonesty in connection with the business or property of IGTR;
- vi) Taking or giving bribes or any illegal gratification;
- vii) Absence without leave or overstaying the sanctioned leave without sufficient grounds or proper or satisfactory explanation of absence from the employee's appointed place of work without permission or sufficient cause;
- viii) Habitual late attendance;
- ix) Breach of rules, regulations or orders applicable to employees;
- x) Collection or canvassing for collection without the permission of the IGTR of any money except in accordance with the rules of the IGTR for the time being in force;
- xi) Engaging in any employment, business or trade;
- xii) Drunkenness, riotous, disorderly or indecent behaviour, gambling, extortion or committing nuisance on the premises or any of its constituent units, offices, projects, etc.
- xiii) Habitual negligence or neglect of work or indiscipline.
- xiv) Willful damage to work in process or to any property of the IGTR;
- xv) Interference with any safety devices installed in or about the establishment;
- xvi) Holding meetings inside the premises of the establishment without previous permission of the IGTR;
- xvii) Distribution or exhibition of any newspaper, hand bills, pamphlets or posters without the previous sanction of the IGTR;
- xviii) Disclosure to any unauthorized person of information relating to the IGTR's business or relating to defense or security measures, or communicating

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directly or indirectly to any outside party any documents or information which may have come into his possession, or of which he may have secured knowledge in the course of his official duties, unless expressly permitted by the IGTR;

- xix) Smoking within the premises of the establishment where smoking is prohibited;
- xx) Failure to inform the IGTR of any notifiable or contagious disease contracted by the employee or any member of his family;
- xxi) Conviction in a court of law for any criminal offence involving moral turpitude;
- xxii) Misrepresentation regarding name, age, qualification, previous service or experience or emoluments at the time of employment;
- xxiii) Unauthorized removal or defacement of notice on the Notice Board; and
- xxiv) Abatement of or attempt to commit any of the above acts of misconduct.

31.29 Interpretation and removal of doubts

If any question or doubt arises as to the application or interpretation of any of these rules, it shall be referred to the Governing Council whose decision shall be final.

31.30 Delegation of Powers

The Governing Council may by general or special order, direct that any power exercisable by it under these rules shall, subject to such conditions if any, as may be specified in the order, be exercisable also by such office or authority as may be specified in the order.

31.31 Authorities competent to accord sanction on behalf of the IGTR

The Governing Council, or the Chairman, with the approval of the Council, may by general or special order, specify the authority or authorities –

- (b) To which applications for grant of sanction or permission shall be made or report or information made or submitted, by employees, on any or all the matters with respect to which these rules prescribed such application for sanction or permission, or making or submission, or such report or information; and
- (c) Which shall be competent to accord such sanction or to grant such permission to an employee, on behalf of the IGTR.

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32 DISCIPLINARY AND APPEAL RULES FOR THE EMPLOYEES

32.1 These Rules may be called Disciplinary and Appeal Rules for employees of Indo German Tool Room, Aurangabad.

32.2 They shall come into force with immediate effect.

32.3 They are applicable to all employees of the Indo German Tool Room, Aurangabad other than those covered by Standing Orders.

32.4 Disciplinary and Appellate Authority

Following are the Disciplinary and Appellate Authority for all employees of Indo German Tool Room, Aurangabad covered by Standing Orders.

Sr. No.	Categories of Posts	Disciplinary Authority	Appellate Authority
1.	General Manager (Grade Pay of Rs.8,900/-)	Govt. of India	Govt. of India
2.	Dy. General Manager (Grade Pay of Rs.8,700/-)	Chairman, Governing Council	Governing Council
3.	Group 'A' – Equivalent posts other than those mentioned vide (1) & (2) above, (Grade Pay not less than Rs. 5,400/-)	General Manager	Chairman, Governing council
4.	Group 'B' – Equivalent posts (Grade Pay more than Rs. 4200/- but less Rs. 5,400/-)	General Manager	Chairman, Governing Council
5.	Group 'C' – Equivalent posts (Grade Pay Rs. 1800 and more but less Rs. 4,200/-)	Head of Admin. Dept.subject to the level of Manager and above as designated by GM.	General Manager

Disciplinary authorities are empowered to institute disciplinary proceedings against employees and impose penalties after observing procedures laid down hereinafter.

32: Approved in 20th G.C. dt. 11.10.1999.

32.5 Nature of Penalties

The following penalties may for good and sufficient reasons be imposed on an employee of the IGTR who is found guilty of misconduct or a breach of any rules or orders issued by the competent authority, namely :

Minor

- (i) Censure;
- (ii) Withholding of increments;
- (iii) Recovery from pay of the whole or part of any pecuniary loss caused to the IGTR negligence or breach of order.

Major

- (iv) Reduction to a lower service, grade or posts, or to a lower time scale, or to a lower stage in a time scale;
- (v) Removal
- (vi) Dismissal from service, which shall ordinarily be a disqualification for future employment.

Explanation

The following shall not amount to a penalty within the meaning of these rules :

- i) Reversion to a lower service grade or post of an employee officiating in a higher service, grade or post on the ground that he is considered after trial to be unsuitable for such higher service, grade or post or on administrative grounds unconnected with his conduct;
- ii) Reversion to his permanent service, grade or post of an employee appointed on probation to another service grade or post during or at the end of the period of probation in accordance with the terms of his appointment or the rules and orders governing probation;
- iii) Replacement of the service of an employee whose service have been borrowed from Central Government or State Government or an authority under the Control of Central or State Government at the disposal of the authority which has lent his services;

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- iv) Termination of service of an employee in accordance with the terms and conditions of his appointment.

Procedure for Imposing Major Penalties

An order imposing any of the penalties specified in clause (iv) to (vi) of rule 5 shall be passed after an enquiry held in the manner hereinafter provided viz.

1. The Disciplinary Authority shall frame definite charges on the basis of allegations on which the enquiry is proposed to be held. Such charges together with a statement of the allegations on which they are based shall be communicated in writing to the employee concerned and he shall be required to submit within such time as may be specified by the disciplinary authority :
2. The Disciplinary Authority may enquire into the charges itself, or if considers it necessary so to do, it may either at the time of communication the charges to the employee under clause (i) or at the time thereafter appoint a Committee of Enquiry or Inquiring Officer for the purpose.
3. The employee shall for the purpose of preparing his defense be permitted to inspect and take extracts from such official records as he may specify, provided that such provision may be refused, if for reasons, to be recorded in writing, in the opinion of the disciplinary authority, such records are not relevant for the purpose or it is against the interest of the IGTR to allow him access thereto.
4. On receipt of the written statement of defense or if no such statement is received within the time specified the disciplinary authority, the committee of the enquiry or the Inquiry Officer may enquire into such of the charges as are not admitted.
5. The Inquiring Authority shall in the course of enquiry consider such documentary evidence and take such oral evidence as may be relevant or material in regard to charges. The employee shall be entitled to cross examine witnesses, examined in support of the charges and to give evidence in person.
6. At the conclusion of the enquiry, the Inquiring Authority shall prepare a report of the inquiry, recording its findings on each of the charges together with the reasons thereafter. If the opinion of such authority the proceedings of the enquiry established charges different from those originally framed. It may record findings on such charges provided that findings on such charges shall not be recorded unless the employee has admitted the facts constituting then or has had an opportunity of defending himself against them.
7. The record of inquiry shall include :

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- (a) The charges framed against the employee and the statement of allegations furnished to him;
 - (b) Written statement of defense, if any;
 - (c) Oral evidence taken in the course of the enquiry;
 - (d) The documentary evidence considered in the course of the enquiry;
 - (e) The orders, if any, made by the disciplinary authority and the Inquiring Authority in regard to the enquiry and
 - (f) The report setting out the findings on each charge and reasons thereof;
8. The Disciplinary Authority shall, if it is not Inquiring Authority, consider the record of the Inquiry and record its findings on each charge.
9. If the Disciplinary Authority, having regard to its findings on the charges, is of the opinion that any of the penalties specified in clauses (iv) to (vi) of Rule 5 should be imposed, it shall :
- (a) Furnish to the employee a copy of the report of the Inquiring Authority and where the Disciplinary Authority is not the Enquiring Authority, a statement of its findings together with brief reasons of disagreement if any with the findings of the Enquiring Authority; and
 - (b) Give notice stating the action proposed to be taken in regard to him and calling upon him to submit within a specified time such representation as he may wish to make against the proposed action.
10. The Disciplinary Authority shall consider the representation, if any, made by the employee in response to the notice given under clause (b) of Rule 9 and determine what penalty if any, should be imposed on the employee and pass appropriate orders on the case.
11. If, however, the Disciplinary Authority having regard to its findings is of the opinion that any of the penalties specified in clause (i) to (iii) of Rule 5 should be imposed, it shall pass appropriate orders in the case.
12. Orders passed by the Disciplinary Authority shall be communicated to the employee who shall also be supplied with a copy of the report of the Inquiring Authority and a statement of its findings together with the brief reasons for disagreement, if any, with the findings of the Enquiring Authority, unless they have already been supplied to him.

Procedure for Imposing Minor Penalties

1.No order imposing any of the penalties specified in clauses (i) to (iii) of Rule 5 shall be passed except after :

- (a) An employee is informed in writing of the proposal to take action against him and or the allegations on which it is proposed to be taken and given an opportunity to make any representation, he may wish to make; and
- (b) Such representation, if any, is taken into consideration by the Disciplinary Authority.

2.The record of proceedings in such cases shall include:

- a) A copy of the intimation to the employee of the proposal to take action against him;
- b) A copy of the statement of allegations communicated to him;
- c) His representation, if any; and
- d) Orders on the case together with reasons thereof.

32.5.1 The penalties enumerated in clause 5 above may be imposed on any one or more on the following grounds :

- i) Obtaining employment by concealing of antecedents, which would have prevented the employees employment under the IGTR had they been known before his/her appointment to the authority which appointed him/her;
- ii) Willful insubordination or disobedience, whether, or not in combination with others, of any lawful and reasonable order of his superior, or commission of any acts subversive of discipline or of good behaviour;
- iii) Participation in an illegal strike or abetting, inciting instigating or acting in furtherance thereof;
- iv) Willful slowing down in performance of work maligning or abetment or instigation thereof or interference with the work of other employees;
- v) Theft, fraud or dishonesty in connection with the business or property of the IGTR;
- vi) Taking or giving bribes or any illegal gratification;
- vii) Absence without leave or overstaying the sanctioned leave without sufficient grounds or proper or satisfactory explanation of absence from the employee's appointed place of work without permission or sufficient cause;

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- viii) Habitual late attendance;
- ix) Breach of any rules, regulations or orders applicable to employees.
- x) Collection or canvassing for collection without the permission of the IGTR of any money except in accordance with the rules of the IGTR for the time being in force;
- xi) Engaging in any outside employment, business or trade;
- xii) Drunkenness, riotous, disorderly or indecent behaviour, gambling, extortion or committing nuisance on the premises or any of its constituent units, offices, projects, etc;
- xiii) Habitual negligence or neglect of work or indiscipline.
- xiv) Willful damage to work in process or to any property of the IGTR;
- xv) Interference with any safety devices installed in or about the establishment.
- xvi) Holding meetings inside the premises of the establishment without previous permission of the IGTR;
- xvii) Distribution or exhibition of any newspaper, hand bills, pamphlets, or posters without the previous sanction of the IGTR;
- xviii) Disclosure to any unauthorized person of information relating to the IGTR's business or relating to defense or Security measures, or communicating directly or indirectly to any outside party any documents or information which may have come into his possession, or of which he may have secured knowledge in the course of his official duties, unless expressly permitted by the IGTR;
- xix) Smoking within the premises of the establishment where smoking is prohibited;
- xx) Failure to inform the IGTR of any notifiable or contagious disease contracted by the employee or any member of his family;
- xxi) Conviction in a court of law for any criminal offence involving moral turpitude;
- xxii) Misrepresentation regarding name, age, qualification, previous service or experience or emoluments at the time of employment;
- xxiii) Unauthorized removal or defacement of notice on the Notice Board; and
- xxiv) Abetment of or attempt to commit any of the above acts of misconduct;
- xxv) Any other sufficient grounds.

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Appeal

1. Every employee shall be entitled to appeal to the Appellate Authority specified in Rule from an order passed by a disciplinary authority imposing on him any of the penalties specified in Rule 5.
2. No appeal shall be entertained unless such appeal is preferred within a period of forty five days from the date of which a copy of the order appealed against is delivered to the appellant.
3. Every person preferring an appeal shall do so in his own name.
4. The appeal should be made to the Appellate Authority copy to be forwarded to the authority which made the order appealed against. It shall contain all points on which the appellant relies and shall not contain disrespectful / improper language.
5. The authority which made the order appealed against shall on receipt of copy of the appeal shall forward the same with its comments without delay and without waiting for any direction from Appellate Authority.
6. In the case of an appeal against an order imposing any of the penalties specified in Rule 5, the appellate authority shall consider :
 - a) Whether the procedure laid down in these rules has been complied with and if not whether such non-compliance has resulted in failure of justice.
 - b) Whether the findings of the disciplinary authority are warranted by the evidence on record,
And pass orders confirming, reducing or setting aside the penalty.
The authority which makes the order appealed against shall give effect to the orders passed by the Appellate Authority.
7. The order passed by the Appellate Authority shall be final.
8. Governing Council is empowered to draw up a panel of Inquiry Officer either for expediting inquiry or for any other reasons if so desired.
9. When prescribed procedure need not be followed : Following are the special circumstances where the prescribed procedure need not be followed, before ordering punishment :

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- 1) Where a penalty flows from conduct which had led to conviction on a criminal charge, or
- 2) Where the Disciplinary Authority is satisfied for reasons to be recorded in writing that it is not reasonably practicable to hold an enquiry in the manner provided, or
- 3) Where the Disciplinary Authority is satisfied that in the interest of the security of the State, it is not expedient to hold an enquiry in the manner provided.

In cases under category (1), the disciplinary authority has to peruse the judgment of the criminal court and take into account the gravity of the misconduct committed, its impact on the administration and other extenuating circumstances or redeeming features. Once it is concluded that the employee's conduct is blameworthy and punishable, it may impose such penalty as it is competent to do after giving an opportunity to the employee of making representation on the penalty proposed to be imposed. The penalty should neither be grossly excessive, nor out of all proportion to the offence committed or one not warranted by the facts and circumstances of the case.

Regarding category (2), detailed guidelines have been laid down in this regard. Inquiry should not be dispensed with lightly or arbitrarily or out of ulterior motives or merely in order to avoid the holding of an inquiry or because the IGTR's case is weak and is, therefore, bound to fail. Further, it is a constitutional obligation that the disciplinary authority should record in writing (preferably in the order itself) the reasons for its satisfaction that it was not reasonably practicable to hold the inquiry. The reason, though brief, should not be vague or not just a repetition of the language of the relevant rule.

33. RETIREMENT / SUPERANNUATION

33.1 Every employee shall retire on completing the age of **60 years**.

33.2 Retirement from service will become effective on the afternoon of the last date of the month on which an employee attains the age of **60 years**.

33.3 The last day of retirement on attaining the age for superannuating will be treated as a working day even if it falls on Sunday or holiday.

33.4 The Governing Council may extend the period of service of any employee beyond the age of superannuation for a period of not exceeding two years in a really deserving and exceptional cases in the interest of the IGTR.

33.2: Approved in 20 th G.C. dt. 11.10.1999.

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33.5 Nothing in these rules shall affect the powers of the Governing Council to employ any person above the age of 60 years on contract basis for a specified period in interest of the IGTR.

33.6.If an employee is declared incapacities by a competent medical authority for further service, he shall be retired by the Appointing Authority on account of his such permanent incapacitation.

34 GRATUITY RULES

34.1 As per Gratuity Act 1972 and

34.2 Those who are not covered by Gratuity Act 1972 will be covered by Central Government Rules as applicable to Central Government employees.

34.3 All employees of IGTR to be covered under Group Gratuity cum Life Assurance Scheme with LIC of India. The Group Gratuity cum Life Assurance Scheme trust can be formed and the account to be opened with any Nationalized Bank. The account should be operated by the General Manager and either two Senior Managers/Managers.

34: Approved in 20 th G.C. dt. 11.10.1999
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APPOINTING AUTHORITIES FOR VARIOUS CATEGORIES OF POSTS IN AUTONOMOUS BODIES UNDER O/o DC(MSME)

Sr. No.	Categories of Posts	Appointing Authority
1.	General Manager (Grade Pay of Rs.8,900/-)	Govt. of India
2.	Dy. General Manager (Grade Pay of Rs.8,700/-)	Chairman, Governing Council
3.	Group 'A' – Equivalent posts other than those mentioned vide (1) & (2) above, (Grade Pay not less than Rs. 5,400/-)	General Manager
4.	Group 'B' – Equivalent posts (Grade Pay more than Rs. 4200/- but less Rs. 5,400/-)	General Manager
5.	Group 'C' – Equivalent posts (Grade Pay Rs. 1800/- & more but less Rs. 4,200/-)	Head of Admin. Dept. subject to the level of Manager and above as designated by GM

32: Approved in 20th G.C. dt. 11.10.1999.

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**DISCIPLINARY & APPELLATE AUTHORITIES FOR VARIOUS CATEGORIES
OF POSTS IN AUTONOMOUS BODIES UNDER SIDO**

Sr. No.	Categories of Posts	Disciplinary Authority	Appellate Authority
1.	General Manager (Grade Pay of Rs.8,900/-)	Govt. of India	Govt. of India
2.	Dy. General Manager (Grade Pay of Rs.8,700/-)	Chairman, Governing Council	Governing Council
3.	Group 'A' – Equivalent posts other than those mentioned vide (1) & (2) above, (Grade Pay not less than Rs. 5,400/-)	General Manager	Chairman, Governing council
4.	Group 'B' – Equivalent posts (Grade Pay more than Rs. 4200/- but less Rs. 5,400/-)	General Manager	Chairman, Governing Council
5.	Group 'C' – Equivalent posts (Grade Pay of Rs. 1800/- & more but less Rs. 4,200/-)	Head of Admin. Dept.subject to the level of Manager and above as designated by GM.	General Manager

32: Approved in 20th G.C. dt. 11.10.1999.

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APPENDIX

List of Forms / Formats

Sr. No.	Rule & Para	Subject	Annexure
1.	3.6 (3)	Format for inviting applications through advertisement	I
2.	7.2	Form of Oath of Allegiance	II
3.	7.3	Form of Oath of Allegiance for foreign nationals	III
4.	8.1	Form of marriage declaration	IV
5.	18.5	Format for check list for accepting resignation	V
6.	28.5	CPF Declaration Form from employees for membership of the Trust	VI

ANNEXURE-I

FORMAT FOR INVITING APPLICATION THROUGH ADVERTISEMENT

NAME OF THE POST APPLIED FOR :

- 1) Full Name
- 2) Father's Name
- 3) Address : 1) Permanent
 2) Present
- 4) Date of Birth
- 5) Whether belongs to SC/ST
- 6) Educational Qualifications
- 7) Technical & Professional Qualification both Essential & Desirable as per Recruitment Rules
- 8) Experience details in years and months indicating name and address of the present organization, post held, nature of duties performed, salary drawn with passport size photograph.
- 9) Attested copies of relevant certificate in respect of Date of Birth, qualifications, experience should be enclosed with the application.
- 10) Incomplete applications will be rejected.
- 11) If information provided is found false at any stage, the candidature will be liable for rejection. Candidates applying for more than one post should apply separately. Persons working in Govt. Quasi-Govt. or Public Sector undertaking should apply through proper channel with an advance copy. Please write on the envelope name of the post applied for.
- 12) Application should reach on or beforeaddressed to The General Manager, Indo German Tool Room, Aurangabad.

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ANNEXURE-II

FORMAT FOR OATH OF ALLENGIANCE (Rule / Para 7.2)

I, _____ do swear /
solemnly affirm that I will be faithful and bear true allegiance to India and to the
Constitution of India as by law established, that I will uphold the sovereignty and
integrity of India and that I will carry out the duties of my office loyally, honestly and
with impartiality.

(So help me God)

		Designation	:
Station	:	Name in Block letters	:
Dated	:	Designation	:

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ANNEXURE-III

(FORMAT FOR OATH OF ALLEGIANCE FOR FOREIGN NATIONALS) (Rule / Para 7.3)

I, _____ a citizen of
holding a post in the Indo German Tool Room, Aurangabad (a Government of India
Society) do swear / solemnly affirm that having the faith and allegiance and I owe
to * _____ aforesaid, be faithful to India and to the
Constitution of India as by law established and that I will carry out the duties of my
office loyally, honestly and with impartiality.

(So help me God)

	Signature	:
Station	:	Name in Block letters :
Dated	:	Designation :

* Here insert the name of the Country concerned.

ANNEXURE-IV

(FORMAT FOR MARRIAGE DECLARATION)
(Rule / Para 8.1)

1. I, Shri / Shrimati / Kumari

Declare as under :

(a) That I am unmarried / a widower / a widow.

(b) That I am married and have only one wife living.

(c) That I am married and my husband has no other living wife, to the best of my knowledge.

(d)* That I am married and have more than one wife living, application for grant of exemption is enclosed.

(e)* That I am married to a person who has already one wife, or more living. Application for grant of exemption is enclosed.

2. I solemnly affirm that the above declaration is true and I understand that in the even of the declaration being found to be incorrect after my appointment, I shall be liable to be dismissed from service.

Place :

Signature :

Date :

Designation :

* Delete clauses not applicable

* Applicable in the case of clauses (a), (b) and (c) only

.....2/-

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**APPLICATION FOR GRANT OF EXEMPTION
(Vide Para 1 (d) / 1 (e) of the Declaration)**

To

Sir,

I request that in view of the reasons stated below, I may be granted exemption from the operation of restriction on the recruitment to service of a person having more than one wife living _____. Women who is married to a person already having one wife or more living.

Yours faithfully,

Signature :

Station :

Designation :

Date :

Office :

**(FORMAT FOR CHECK LIST FOR ACCEPTING RESIGNATION)
(Rule / Para 18.5)**

Part – I : General Information

1. Name & present designation :
2. Section / Department to which attached :
3. Any post, other than that the present appointment held during 6 months prior to the month in which resignation is tendered :
4. Permanent residential address :

Part – II : Points to be checked up before accepting resignation

5. The date on which the employee wants to be relieved from service :
6. (i) Whether any inquiry or investigation or disciplinary case is pending or contemplated :
(ii) Whether under suspension :
7. Whether the employee concerned has executed any bond for servicing the Tool Room for a specific number of years on account of his being given specialized training / fellowship / scholarship for studies or deputed for training whether in India or abroad and if so, the bond period is over :
:
8. Time required for filling up the post and /or making alternative arrangements :
9. Authority competent to accept resignation i.e. Appointing Authority :

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Part – III : If resignation is accepted, points to be checked before relieving the employees

10. Whether alternative arrangements :
have been made for discharge of the
duties of the post including
arrangements for taking over charges
of cash/stores in the custody of
the employee (wherever applicable)
11. Whether the employee has surrendered :
and obtained 'No Demand Certificate'
in respect of :
 - i) Identity card issued by Tool Room :
 - ii) Library :
 - iii) Typewriter, brief cases, cycles :
liveries etc. (wherever applicable)
 - iv) Tools / equipments / calculators :
computers etc.
12. Arrangements made for recovery of :
outstanding advance / loans, if any,
taken or any other category of dues viz.
 - i) Amount of loan / Advance / due :
if any
 - ii) Any other dues, such as
amounts due to be recovered :
from or settled by the
employees in respect of
money / Material entrusted to him
in the course of his official duties
13. Whether the employee is in occupation :
Tool Room accommodation? If so,
whether the dues in respect of such
accommodation has been settled and
a 'No Demand Certificate' obtained?
14. Whether accounts in respect of water, :
Electricity charges in respect of

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Tool Room accommodation has been settled

15. Whether any cash deposits / security :
of sufficient value has been taken
where it is not found possible to
make a correct assessment of the
dues immediately

16. Leave sanctioned to the official :
from previous half year and any
leave sanctioned extra, if so,
leave salary paid. The Personal
file and service book may also
be forwarded

17. Any other section concerned :

Signature :

Designation :

ANNEXURE VI

**(Format for CPF Declaration Form from employees, for membership of the Trust)
(Rule / Para 28.5)**

I, _____ hereby declare that I have read the rules of the Contributory Provident Fund and that I agree to be bound by them and by any subsequent additions to and alterations in the same as may from time to time hereafter be made therein. I hereby agree to become a member of the fund with effect from _____ and the subscription and the arrears, if any, being collected from my salary.

I hereby also declare to subscribe at _____% of my salary as defined in Rule 2 (ix).

I hereby also agree that the arrears from the date mentioned above may be recovered in _____ monthly installments.

As witness my hand this _____ day of _____ one thousand nine hundred and _____.

Signature of Subscriber :

Designation :

Witness : 1. Signature : _____ 2. Signature : _____

Address : _____ Address : _____

Occupation : _____ Occupation : _____

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