

Service Rules, Regulations & Delegation of Administrative and Financial Powers

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**राष्ट्रीय डिजाइन संस्थान
NATIONAL INSTITUTE OF DESIGN**

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SERVICE RULES/DELEGATION OF POWERS

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GENERAL SERVICE RULES

1. SALARIES

Pay-scales, allowances and ad-hoc bonus of the employees in various approved posts, shall be as prescribed by the Central Government from time to time. Any revision of pay-scales or allowances or ad-hoc bonus for the employees would require prior approval of the Government of India, in consultation with Ministry of Finance, Department of Expenditure.

2. PROBATION

Appointments shall be on probation for twelve months. The period of probation may be extended at the discretion of the Institute. Periodical reports about the performance of the employee shall be made during the period of probation. If, at the end of the probationary period, or such period as may be extended, the performance of an employee is found to be satisfactory, he /she shall be confirmed in the service of the Institute and a separate letter of confirmation issued to him/her. In the absence of such a letter of confirmation, the appointment shall stand terminated on the expiry of the probationary period. The services of an employee are liable to termination without notice during the period of probation or such extended period as the case may be.

3. INCREMENTS/GRADE CHANGE/PROMOTIONS

(A) The Annual increase of 3% in pay (maximum 4% which will be at the sole discretion of the Institute and will be given subject to satisfactory, efficient and diligent work based on performance and recommendations of the Staff Performance Evaluation & Development Committee/Core Performance Evaluation Committee) – is drawn as matter of course from the 1st of July every year, except when it is withheld as a statutory punishment. If an employee is on leave or is availing joining time on the 1st of July, the increased pay will be drawn only from the date on which he/she resumes duty and not from the first of July.

Qualifying period for earning an increment is 6 months on 1st July.

The employees against whom disciplinary cases are pending will have to await the result of the pending disciplinary proceedings before grant of increment.

(B) In cases where an employee reaches the maximum of his/her pay band, he/ she shall be placed in the next higher pay band after one year of reaching such a maximum. At the time of placement in the higher pay band, benefit of one increment will be provided. Thereafter, he will continue to move in the higher pay band till his/her pay in the pay band reaches the maximum of PB-4, after which no further increments will be granted.

(C) The performance of all employees will be evaluated periodically as per systems/norms in vogue by the Staff Performance Evaluation & Development Committee/Core Performance Evaluation Committee as the case may be. Grant of accelerated rate of increments/Grade Change/Promotions/Career progression opportunities will be subject to such performance evaluation and recommendations of the concerned Evaluation Committee and approval of the Competent Authority.

4. DISCIPLINARY ACTION FOR MISCONDUCT

4.1 The authority which appoints a member of the staff of the Institute hereinafter referred to as "employee" or person, may suspend, discharge, dismiss, or award any penalty prescribed below for the misconduct or for breach of the terms and conditions of his/

her appointment. The respective appointing authorities for different categories of employees are listed in clause 4.13.

List of Penalties

- a. Censure
- b. Fine up to a maximum of two per cent of the employee's monthly emoluments.
- c. Withholding of consideration of any promotion for a specific period.
- d. Recovery from pay of the whole or part of any pecuniary loss caused by the negligence or breach of order.
- e. Withholding of increments of pay for a specific period.
- f. Suspension from service for a prescribed period.
- g. Dismissal or removal or termination from service.
- h. Reduction to a lower stage in time scale of pay or grade or post for a specific period.
- i. Compulsory retirement.

4.2 The following acts and omissions shall be treated as misconduct:

- a. Willful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a supervisor.
- b. Theft, or dishonesty in connection with the Institute's activities or property.
- c. Willful damage to or loss of the Institute's goods or property.
- d. Taking or giving bribes or any illegal gratification.
- e. Habitual absence without leave or absence without leave for more than 10 days.
- f. Habitual late attendance.
- g. Habitual breach of any law applicable to the Institute.
- h. Riotous or disorderly behavior during working hours at the Institute or any act subversive of discipline.
- i. Habitual negligence or neglect of work.
- j. Frequent repetition of any act or omission for which a fine may be imposed to a maximum of 2 per cent of emoluments in a month.
- k. Striking work or inciting others to strike work in contravention of the provisions of any law, or rule having the force of law.

4.3 Where a disciplinary proceeding against an employee is contemplated or is pending or where criminal proceedings against him/her in respect of any offence are under investigation or trial and the Institute authorities are satisfied after prima facie investigation and due opportunity of explanation given to the concerned employee, that it is necessary or desirable to place the employee under suspension, he/she may, by order in writing, be suspended by the competent authority with effect from such date as may be specified in the order. A statement setting out in detail the reasons for such suspension will also be recorded.

4.4 An employee who is placed under suspension under clause (a) below shall, during the period of such suspension, be paid a subsistence allowance at the following rate namely:

- a. Where the departmental enquiry contemplated or pending the subsistence allowance shall, for the first ninety days from the date of suspension, be equal to one half of the basic wage, dearness allowance and other compensatory allowances to which the employee would have been entitled if he/she was on leave with wages. If the departmental enquiry gets prolonged and the employee continued to be

under suspension for a period exceeding ninety days, the subsistence allowance shall for such period be equal to three-fourths of such basic wages, dearness allowance and other compensatory allowances. Provided that where such enquiry is prolonged beyond a period of ninety days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding ninety days, be reduced to one fourth of such basic wages, dearness allowance and other compensatory allowances.

- b. Where the enquiry is by an outside agency, or as the case may be, where criminal proceedings against an employee are under investigation or trial, the subsistence allowance shall, for the first one hundred and eighty days from the date of suspension, be equal to one-half of his/her basic wages, dearness allowance and other compensatory allowances to which the employee would have been entitled to if he/she was on leave. If such enquiry or criminal proceedings get prolonged and the employee continued to be under suspension for a period exceeding one hundred and eighty days, the subsistence allowance shall for such period be equal to three-fourths of such wages.

Provided that where such enquiry or criminal proceeding is prolonged beyond a period of one hundred and eighty days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding one hundred and eighty days, be reduced to one-fourth of such wages.

- 4.5** In the enquiry, the employee shall be entitled to appear in person or to be represented by an employee of the Institute or an office bearer of the Association.
- 4.6** The proceedings of the enquiry shall be recorded either in English or Hindi or Gujarati. However, the Institute shall arrange for translation of the proceedings at the request of the employee, if and when necessary.
- 4.7** The proceedings of the enquiry shall normally be completed within a period of three months. Provided that the period of three months may, for reasons to be recorded in writing, be extended by such further period as may be deemed necessary by the Enquiry Officer.
- 4.8** If on the conclusion of the enquiry or, as the case may be, of the criminal proceedings, the employee has been found guilty of the charges framed against him/her and it is considered, after giving the employee concerned reasonable opportunity of making representation on the penalty proposed, that an order of dismissal or suspension or fine or stoppage of annual increment or reduction in rank would meet the end of justice, the competent authority shall pass an order accordingly.

Provided that where an order imposing fine or stoppage of annual increment or reduction in rank is passed under this clause, the employee shall be deemed to have been on duty during the period of suspension and shall be entitled to the same emoluments as he/she would have received if he/she had not been placed under suspension, after deducting the subsistence allowance paid to him/her for such period.

- 4.9** If on the conclusion of the enquiry, or as the case may be, of the criminal proceedings, the employee has been found to be not guilty of any of the charges framed against him/her, he/she shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he/she would have received if he/she had not been placed under suspension, after deducting the subsistence allowance paid to him/her for such period.

- 4.10** The payment of subsistence allowance under these rules shall be subject to the employee concerned not taking up any employment during the period of suspension.

- 4.11** In awarding punishments under this rule, the competent authority shall take into account the gravity of misconduct, the previous record, if any, of the employee and any other extenuation or aggregating circumstances that may exist. A copy of the order passed by the competent authority shall be supplied to the employee concerned.

4.12 Order of discharge or dismissal: No order of discharge or dismissal shall be passed under the proceeding rule unless the specific charges on which such order is to be passed, are framed against the person in writing, and given to the said person, so that he/she shall have reasonable opportunity to show cause why the proposed action should not be taken against him/her, and submitting an explanation in writing within such time as may be prescribed by the appointing authority; provided that the requirements may be waived if the facts on the basis of which action is to be taken, have been established in a court of law or intimation for a period of not less than one month or where it is for any other reason impracticable to communicate with him/her. In every case where all or any of the requirements of this rule are waived, the reasons for so doing shall be recorded in writing.

- 4.13 Appeals :** An employee who has been discharged or dismissed shall have a right to appeal against any order passed by the competent authority to an authority referred to as 'Appellate Authority' as listed under:

| Grade Pay of Posts | Appointing Authority | Authority Competent To impose penalty | Appellate Authority |
|---|----------------------|---------------------------------------|---|
| All Staff in the Grade Pay of Rs.2400/- or below | Secretary | Secretary | Director |
| All Staff in the Grade Pay of Rs.2800/- and above | Director | Director | Standing Committee of the Governing Council |

Every appeal shall comply with the following requirements:

- a. it shall be written in English, or if not written in English, it shall be accompanied by a translation in English and shall be signed
- b. it shall be couched, in concise, polite and respectful language and be free from irrelevant matter,
- c. it shall contain all material statements and arguments relied on and shall be complete in itself.
- d. it shall specify the relief desired.
- e. it shall be submitted to the authority which made the order appealed against within a period of three months from the date on which the Appellant receives a copy of the order appealed against, provided further that a copy of the appeal may be submitted direct to the appellate authority.

- f. it shall not be addressed to the authorities listed above or to any member of the Governing Council by name, and any such action shall be deemed a breach of discipline.

4.14 Consideration of Appeals: In the case of an appeal against an order of discharge or dismissal, the appellate authority shall consider:

- a. whether the procedure prescribed in the preceding paras has been complied with, and, if not, whether such non-compliance has resulted in a miscarriage of justice.
- b. whether the findings are justified, and
- c. whether the penalty imposed is excessive, adequate or inadequate and pass orders:
 - i. setting aside, reducing, confirming or enhancing the penalty, or
 - ii. Remitting the case to the appointing authority or to any other authority with such direction as it may deem fit in the circumstances of the case; Provided that the appellate authority shall not impose any enhanced penalty unless the appellant is given an opportunity of making any representation which he/she may wish to make against such enhanced penalty.

4.15 Implementation of orders in Appeal: The authority which made the order appealed against shall give effect to the orders passed by the appellate authority.

4.16 Review of orders in disciplinary cases: The authority specified above before which an appeal against an order imposing any of the penalties specified in clause 4.1 may of its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case, and pass such orders as it deems fit, as if the employee had preferred an appeal against such an order, but no such review will be undertaken three months after the date of the order to be reviewed.

4.17 Council's power to review: Notwithstanding anything contained in above, the Governing Council may, on its own motion, after calling for the records of the case, review any order which is made or is appeal able under these rules.

4.18 An employee who has been discharged or dismissed or imposed any of the punishment listed in clause 4.1 by an order passed by the Governing Council can make a request to the Council for reconsideration of its decision, within one month from the date of receipt of the decision of the Governing Council. The Council, after reconsideration, may arrange to communicate its decision to the employee concerned. Once such reconsideration is communicated, the decision of the Council will be final and no further appeal will lie against such a decision of the Council.

4.19 Pay and allowances on acquittal: If an employee of the Institute has been discharged or dismissed and charges are not proved against him/her, the appellate authority may grant to him/her for the period of absence from duty :

- a. if he/she is fully exonerated, the full pay to which he/she would have been entitled if he/she had not been discharged or dismissed, and by an order to be separately recorded, any allowance of which he/she was in receipt prior to this discharge or dismissal.
- b. if not fully exonerated, such proportion of such pay and allowances as the appellate authority may prescribe.
The period of absence from duty will be treated as period spent on duty in case of (a) above, and it will not be treated as period spent on duty in case of (b) above unless the appellate authority directs to the contrary.

5. DUTIES AND TASKS

Employees shall diligently and faithfully carry out instructions given to them by their superiors in connection with the work, and to the best of their power, skill and ability improve and further the interests of the Institute.

Employees shall at all times during the period of their service conduct themselves soberly and carry out diligently and faithfully all orders and directions given to them by all persons in authority over them, and also observe and conform to all rules and regulations and arrangements of the Institute for the time being in force and improve and further the interests of the Institute to the best of their power, skill and ability.

6. APPLICATIONS FOR OTHER POSTS

During the period of their service, employees shall not secure or try to secure any other post without previously informing the Institute in writing about the same and applications for such other posts shall be forwarded through the Institute.

Employees will devote their whole time and attention exclusively to the duties entrusted to them and will not engage them to work for any other person or company in any capacity whatever, nor do any private business or engage in any occupation for gain without previous permission of the Institute in writing.

7. TRANSFER

Employees' services are liable to be transferred on a temporary or permanent basis anywhere in India during their service in the Institute.

8. RETIREMENT

8.1 On Superannuation

Employees are liable to be retired from the services of the Institute on attaining the age of 60 years, or earlier if they are found medically unfit. However, as far as faculty is concerned, retirement would be affected at the end of the semester in which they reach the age of superannuation, so that educational programmes in respect of courses assigned to such faculty members do not get disrupted mid-semester (effective from 2 Dec 1998).

8.2 Voluntary Retirement (effective from 18th May,1993)

- a. An employee of the institute may opt for voluntary retirement by giving 3 months notice, after he/she has completed 15 years of regular service at NID.
- b. Employees retiring voluntarily from NID services would be entitled to receive retirement benefits as under:
 - i) Encashment of privilege-leave and half pay leave as in case of normal retirement on superannuation.
 - ii) Weightage up to five years will be added to the actual service of the employee for calculation of gratuity payable, provided that total service including weightage does not go beyond the date of normal superannuation.
 - iii) Since the Institute does not have any pension scheme, the Institute will pay employer's contribution towards Provident Fund, at the rate last paid, up to a maximum period of five years, provided the period of service after adding weightage does not go beyond the date of normal superannuation.

- iv) The weightage mentioned at (ii) and (iii) above will be used for calculation of qualifying service for gratuity payable and for employer's PF contribution only and shall not confer any other benefits like notional increase in pay, etc.
- c. Employees under suspension will not be entitled to the benefits of Voluntary Retirement.
- d. Employees seeking voluntary retirement shall not be re-employed at NID on regular basis thereafter.

9. PRESENTS/COMMISSIONS

Employees shall not take any presents, commission, or any sort of gratification or benefit in cash or kind from any person, party or firm or company having dealings with the Institute and if they are offered any, they shall immediately report the same to the Institute in writing. Should they receive any, the same should be handed over to the Institute.

10. WORKING-HOURS

Hours of work per week at the Institute will be observed as per Central Government instructions prevalent from time to time. Hours of attendance will be regulated to suit the duties entrusted to every employee. To cope with educational and professional work requirements beyond working hours and on weekends/holidays, the Institute shall resort to staggering by giving 3 weeks' advance notice, but in case of urgency the notice period can be reduced at the discretion of the Institute to the shortest possible time having regard to the nature of the urgency.

Employees will not at any time absent themselves from their work without the permission of the Institute. Each employee is expected to maintain punctuality in attendance. Habitual late attendance will render him/her liable to disciplinary action.

11. OVERTIME ALLOWANCE

Central Government rules and procedures, with regard to regular and contract employees entitled to overtime allowance, rates of overtime allowance per hour, limit of overtime payable to an employee per month as also any other rules for Overtime Allowance, will apply at NID, as prevalent from time to time. However, the Director may waive the limit of overtime allowance payable to an employee in a month, in respect of work relating to client projects whenever such relaxation is absolutely essential to meet exigencies.

Before engaging employees to work on Overtime, prior sanction of the Competent Authority shall be obtained.

12. HOLIDAYS

Holidays on account of National holidays and festivals, as well as restricted holidays will be observed at the Institute as per approved lists circulated by Central Government for every calendar year. Employees will be allowed to avail of restricted holidays out of the restricted holiday list, provided sanctioned in advance by the Competent Authority.

13. AUTHORSHIP OF BOOKS/PERIODICALS/ ARTICLES

Employees shall not, without the previous written consent of the Institute at any time during the currency of service agreement, publish any book, booklet or leaflet or brochure or pamphlet or contribute any article to any review, periodical, newspaper, etc., whether for remuneration or otherwise. However, staff members contributing articles or write-ups

in various journals/publications with NID's permission will be allowed to retain royalty/remuneration receivable out of such contributions.

Royalty payable to the authors of Publications either published by NID itself or published in collaboration with commercial publishers will be as under (Introduced w. e. f. 1 April 1996):

- a. Publications which have a clearly identifiable author(s) or editor(s) will be eligible for payment of royalty. However, Institutional publications such as the Young Designers, Reflections on Design, Design Concerns, Craft Documentation series, collection from Design Folio etc., will not be entitled for royalty, even if it may be possible to clearly identify a person or a group of persons as editors.
- b. 10% of actual cash receipts of sale of a publication will be given as royalty to the author/s. The trade discounts given to individual buyers will be deducted while calculating the actual cash receipts.
- c. In case, there is more than one author/editor of a publication the amount of royalty will be equally divided between them.
- d. Payment of royalty would be done once a year, i.e. at the close of the financial year.
- e. In case of a joint publication (between NID and other commercial publication house), the Publications Department will negotiate separate royalty structure with the author and publisher, using the NID royalty structure as guideline.
- f. In addition to the royalty, the author(s) and editor(s) will be entitled to receive 6 copies of the publication free of cost.
- g. This policy will apply only to printed publications.

14. REIMBURSEMENT OF EXPENDITURE ON BOOKS/PERIODICALS

(Modified on 1st April 2014)

The above facility hitherto given only to faculty members of the Institute shall also be available to senior level supervisory officials in the grade pay of Rs. 7,600/- and above. Expenditure on books, periodicals, news papers and e-books, educational audio-visual materials, such as slides, films, video/audio tapes, sound records, micro-films etc. of their own choice for personal study purposes. Bills for such purchases shall be reimbursed subject to authorization by the Activity Chairperson (Education), as under:

- a. Expenditure on books, periodicals and educational audio-visual materials will be reimbursed fully up to Rs.3,000/- per year, and thereafter the reimbursement will be limited to 50% of purchase value. Total reimbursement in any financial year will be further subject to a ceiling of one months' basic pay of the concerned faculty member. For this purpose the financial year will be counted 1 April to 31 March next year.
- b. The reimbursement facility not availed by the faculty / supervisory officials, either partially or fully in a particular year, will be allowed to be carried forward to next year. However, at the end of the next financial year no further carry forward will be permissible. For purpose of accounting, a block of two years will be taken into account.

15. (A) HONORARIUM/LECTURE FEES/EXAMINATION FEES, ETC.

Whenever faculty/staff officially deputed and lecture fees/honorarium/examination fees, etc., are received by them, the same will be deposited with NID. However, whenever such invitations are made directly to a particular staff/faculty member and if NID's facilities such as office, TA/DA, etc., are not involved, the individual concerned will be allowed to retain the fees so received. However, before any faculty/staff undertake any kind of assignment on behalf of any other organization; prior permission of the Director will be obligatory.

(B) PRIZES AND AWARDS

Whenever NID officially submits entries for competition, any prize or award received from such participation will be deposited with NID, irrespective of the fact whether the award is declared in the name of NID or in the name of the faculty member who worked on it. However if a designer participates in a prized competition with the prior permission of the Institute as an individual (and as distinct from institutional participation) he or she may be permitted by the Director to retain the prize/ award received.

16. LEAVE

Employees of the Institute will be eligible to leave as indicated below. For purposes of leave, the yearly period will coincide with academic year, i.e. from 1 July to 30 June. The employees will get leave at such time and of such duration, as the Institute may grant as per leave rules.

16.1 Casual Leave

Eight days for every year with full pay (modified w.e.f. 1 July 1998). Casual leave shall not be combined with any other kind of leave. Casual leave shall not be accumulated, and leave not availed of during any particular year shall expire at the end of that year.

16.2 Privilege Leave

- a. After confirmation, an employee earns privilege leave at the rate of 30 days per year. Privilege leave may be accumulated upto a maximum of 300 days (modified w.e.f. 1 July 1997). During privilege leave an employee will draw leave salary at the same rate as the last pay drawn by him/ her before proceeding on leave. Closed holidays may be prefixed and/or suffixed to a spell of privilege leave, but closed holidays intervening the period of leave will be counted as leave period.
- b. Employees will not be allowed to take any privilege leave while on probation. Privilege leave in respect of probation period, at the rates stipulated above will, however, be credited to their account on their confirmation. They will be entitled, on confirmation, to refund of any leave salary in respect of any leave which they had to take and for which salary had been cut.
- c. 15 days PL shall be credited in advance to the leave account of all employees every six months (July/ December as the case may be) and leave account maintained accordingly. However, employees will not be entitled to take $\frac{1}{2}$ PL/HPL.

16.3 Leave without Pay

If an employee desires to proceed on leave and does not have privilege leave to his/her credit, he/ she may be granted leave without pay, but such leave without pay should be got sanctioned invariably before availing of such leave, otherwise it will amount to break in service. Period of leave without pay will not be counted for earning increment.

16.4 Maternity Leave/Paternity Leave

- a. Maternity leave may be granted to an employee with full pay for a period which may extend up to 180 days (modified w.e.f. 1.9.08) from the date of its commencement or confinement. Such leave, for a period not exceeding 45 days in the entire service of an employee, may also be granted in case of miscarriage, including abortion, provided that the application for the leave is supported by a medical certificate from the NID Medical Officer.
- b. Maternity leave may be combined with leave of any other kind, but any leave applied for in continuation of the former, may be granted only if the request is supported by a medical certificate from the NID Medical Officer.

- c. Half-pay leave up to maximum of 120 days commuted to 60 days with full pay may also be granted to a female employee in continuation of maternity leave, without production of a medical certificate.
- d. Maternity leave will not be admissible for more than two times during the entire period of service of the employee at the Institute. However, if a female employee already has one child at the time of joining the Institute, she will be entitled to avail of maternity leave facility only once from NID; while if any employee already has two or more children at the time of joining NID, she will not be entitled to avail of maternity leave from NID at all.
- e. Maternity leave shall not be debited against the leave account and shall count for increment. Maternity leave with pay will be limited to once in three years.
- f. Paternity leave of 15 days duration may be granted to male employees with less than two surviving children during the confinement of their wives and can be applied for leave upto 15 days before or upto six months from the date of delivery. Paternity leave shall not be debited against the leave account and may be combined with any other kind of leave. (Introduced w.e.f. 12 February 1998).

16.5 Child Care Leave (Introduced w.e.f. 1.9.2008)

Child Care Leave has been introduced to women employees having minor children for a maximum period of two years i.e. 730 days during their entire service for taking care of up to two children whether for rearing or to look after any of their needs like examination, sickness etc. Child Care Leave shall not be admissible if the child is eighteen years of age or older. It may be availed of in more than one spell. Child Care Leave shall not be debited against the leave account. Child Care Leave may also be allowed for the third year as leave not due (without production of medical certificate). It may be combined with leave of the kind due and admissible.

These provisions are subject to the following conditions:

- i. CCL cannot be demanded as a matter of right. Under no circumstances can any employee proceed on CCL without prior proper approval of the leave by the leave sanctioning authority.
- ii) The leave is to be treated like Earned Leave and sanctioned as such.
- iii) Consequently, Saturdays, Sundays, Gazetted holidays etc. falling during the period of leave would also count for CCL as in the case of Earned Leave.
- iv) CCL can be availed only if the employee concerned has no Earned Leave to her credit.
- v) CCL shall not be admissible if the child is 18 years or older.
- vi) During CCL the employee shall be paid leave salary equal to pay drawn before proceeding on leave.

16.6 Half-pay Leave

- a. All confirmed employees of NID will be entitled to half-pay leave at the rate of half-pay and allowances admissible at the rate of 20 days for every completed year of service.
- b. Half-pay leave due may be granted on medical certificate or on private affairs for not exceeding 90 days at a time.
- c. An employee who has been granted half-pay leave on medical certificate shall not return to duty unless he/she is certified fit by the NID Medical Officer. An employee has option to use his/ her half-pay leave due to him/her converting it into half the number of due leave on full pay only if the leave is on medical grounds.

- d. Half-pay leave up to a maximum of 180 days of such leave can also be commuted during the entire service when such leave is utilized for an approved course of study.

16.7 Sabbatical Leave

Sabbatical leave provides for sabbatical/study leave for the regular faculty engaged in teaching and research work. Such leave would be utilized by faculty members for research documentation work, authorship of books/periodicals/etc, and for study or teaching in other institutions/organizations. The faculty will be allowed to avail of sabbatical leave subject to the following conditions, as modified on 1 April 1990.

- a. Sabbatical leave will be granted with the specific approval of the Core Evaluation Committee, which will review the performance record of the concerned faculty member.
- b. Sabbatical leave with pay and allowances will be restricted to maximum two occasions in the career of a faculty member at NID. On first occasion, Sabbatical leave will be restricted to a maximum period of one year after six years' or more, of regular service at NID. On the second occasion a faculty member may be granted six months' sabbatical leave after three years' of regular service after re-joining/ or one year's sabbatical leave after six years' of regular service after re-joining.
- c. No facilities of the Institute, including that of assistance of other staff/faculty, should be utilized during Sabbatical leave availed by the faculty-members. Any exceptions would require specific approval of the Director and would be reported to the Standing Committee.
- d. During the period of Sabbatical Leave, the Institute would pay to the faculty member full salary with allowances as applicable from time to time. If during such leave period, the faculty member receives any remuneration, scholarship, honorarium etc. from any source, he/she will be required to surrender it to the Institute. Provided, however, that if a faculty member is paid by any organization either TA/DA or a consolidated allowance to meet local living expenses, the Director may allow the faculty member to retain such allowances.
- e. It will be obligatory on the part of the faculty members availing of sabbatical leave to make a presentation and submit report/documentation to the Evaluation Committee of their achievements on return from sabbatical leave.

16.8 Consultancy Leave

Effective from July 1998. Consultancy Leave has been introduced for the faculty, replacing the earlier faculty incentives viz. Study Tours for Faculty Development and Professional Leave. The decision to institute the privilege of individual consultancy assignments is firmly based on the principle of mutual faith and trust in the relations between the Institute and its faculty. Many situations fraught with possibilities of conflict of interest may arise. These would need to be resolved by the Institute's management and its faculty keeping in mind that the basis of this scheme is that in every such case the Institute's interest would have the priority. Nurturing the values and processes that have been built over the years, the integrity of the faculty commitment to NID objectives would be the foundation for such a relationship between the Institute and practicing faculty.

- a. The privilege of individual consultancy has been offered to the faculty subject to the basic pre requisite that the faculty member has, during the past year, fully honored his/her commitments to the Institutional tasks in design education, outreach programmes, design consultancy service, research, administration and publications. The Director would review the above aspects in June every year while according approval to faculty members for undertaking consultancy assignments on a year to year basis.

- b. Faculty members undertaking individual consultancy assignments would be required to contribute a specified percentage of consultancy fees to the Institute from such assignments, as contribution to the general overheads of the Institute. In addition, the Institute reserves the right of overall information and review of the faculty member's individual consultancy assignments. Faculty members would have to therefore submit to the Director a list of consultancy assignments with necessary details (such as the nature of the assignment, fees charged etc.) every quarter.
- c. 'Professional Conduct' for NID faculty and students, acting as professional designers. It would be mandatory for the faculty wishing to do individual consultancy to individually sign and adhere to this 'code of conduct' while undertaking professional projects and assignments.
- d. For their individual consultancy assignments faculty members may utilize their office space, secretarial assistance, library resources and NID's communications infrastructure such as telephone, fax, E-mail, Internet etc. Outstation use of the Institute's communication infrastructure would be charged to individual faculty member as per actual usage.
Faculty members shall not utilize any facilities or resources of the Institute for their individual consultancy assignments, such as studio and workshop facilities, etc. Nor would they utilize any assistance or help of other staff members other than secretarial staff specifically assigned to them.
- e. A degree of circumspection would need to be exercised by the faculty member in allocating time and place for meetings with their private clientele which should in no way hinder the Institute's activities. Similarly, faculty members would be expected not to utilize official tours for private consultancy purposes.
- f. Faculty members undertaking individual consultancy assignments would do so on their own, i.e. they would handle the contracting procedures, receipts/payments/ accounts etc. without utilizing any facilities of NID. Any tax liabilities arising from such earning would also be handled by the faculty members themselves and the Institute would not be liable to calculate/deduct/deposit any taxes on this account.
- g. Faculty members may accept design consultancy assignments or designing and supervision work, but shall not themselves undertake any production work. Faculty members will not be allowed to set-up their own consultancy studios/firms, either in their own name or in the name of any near relative, join any studio or firm on partnership basis, which would require their attention on continuing basis year-round. Faculty members would be expected not to publicly solicit assignments.
- h. Concerned faculty members will be allowed 35 days (Five weeks of 25 working days consultancy leave+5 Weekends totaling 10 days) during the academic year to each faculty member for undertaking individual consultancy assignments. Faculty members shall not undertake private consultancy work during their other holidays or during privilege leave period. Mandatory work-load for each faculty member would be 37 weeks in a year to meet their commitments towards institutional tasks in education, design service & research, outreach programmes, administration and publications. The minimum work-load for each faculty member towards design education has been calculated @ 18 weeks in a year and a minimum of 19 weeks would be devoted to design service & research, outreach, publications and administrative tasks depending on the priority requirements in each of these areas. The division of 18 and 19 weeks each between education and other activities would not be rigid. It would vary according to priority requirements in each of these areas of institutional activity.

- i. Consultancy leave of 25 working days in a year, would be regulated on the same basis as casual leave. Faculty members may avail of consultancy leave, for whatever number of days necessary, with the prior approval of the Chairman, Professional Education Programme. Consultancy leave would be sanctioned by the Chairman, PEP when there are no commitments pending or time table clashes towards all institutional tasks.
- j. Academic year July to June would be considered for availing the Consultancy Leave and any number of days remaining un-availed on 30th June would not be allowed to be carried forward to next year.
- k. The faculty should not accept consultancy fees/design fees @ less than Rs.3500/- per day or the minimum rate being charged by the Institute from time to time, whichever is higher, in order to uphold the status and value of the Institute's faculty resources. However, in respect of consultancy fees chargeable by the faculty while accepting assignments from the voluntary agencies, these would be decided by the Institute on case to case basis as per directions of the Governing Council. As regards contribution to the general overheads of the Institute, this would be calculated at the rate of **35%** of actual consultancy fees/design fees received by the faculty for the number of days for which private consultancy was provided by him/her subject to the minimum rate of Rs.3500/- per day mentioned above, except in the case of assignments from the social sector, for which the rate would be decided on case to case basis.
- l. As an institutional norm, the Director of the Institute would not undertake private consultancy.
- m. The Institute's Governing Council, after a great deal of deliberation, research and discussion has defined the boundaries within which the scheme would operate. However, the onus of responsibility in ensuring that the scheme succeeds in fulfilling the objectives it has set to achieve remains firmly in the hands of the Institute's management and of its faculty. Acknowledging the possibility of clashes of values while operating this scheme it was decided that the policy of allowing private consultancy would be, in the first instance, offered for a two-year period on experimental basis, during which period the effectiveness would be monitored by the management. Continuation or jettisoning of the policy thereafter would depend on the outcome of the experiment.

16.9 Terminal Leave Encashment (Effective from July 1984)

- a. On retirement/termination/death, privilege leave and half-pay leave lying to the credit of an employee will be allowed to be encashed in full at the rate of salary (basic pay + DA) last drawn by the employee. In cases of voluntary retirement (introduced w.e.f. 18 May 1993) same benefits as above are admissible.
- b. In case of resignation, half the number of days of privilege leave only lying to the credit of the employee will be allowed to be encashed at the rate of salary (basic pay + DA) last drawn by the employee.

16.10 General

- a. Period of leave without pay will not count for earning leave. Period of leave without pay will also not count for earning increment. Any kind of leave may be availed of only after proper sanction which may be subject to exigencies of work. The sanctioning authority shall have the right to refuse leave or revoke the sanction already given if exigencies of work so demand, of which the sanctioning authority shall be the sole judge.

- b. No privilege leave can be claimed by a person after he/she has tendered his/her resignation or he/she has been discharged. An employee may however, be allowed to take causal leave according to the rules during the notice period when he/she is working in the Institute.

17. CHILDREN'S EDUCATION ALLOWANCE (modified w.e.f. 1.9.2008)

- a. NID would reimburse Tuition fee, admission fee, laboratory fee, special fee charged for agriculture, electronics, music or any other subject, fee charged for practical work under the programme of work experience, fee paid for use of any aid or appliance by the child, library fee, games/sports fee and fee for extra-curricular activities to employees entitled to receive Children Education Allowance as may be decided by the Government of India and adopted by NID from time to time. Such reimbursement will include reimbursement for purchase of one set of text books and notebooks, two sets of uniform and one set of school shoes which can be claimed for a child in a year.
- b. Employees who are in regular scale entitled to claim the reimbursement for fees and expenses and children education allowance from the Institute in respect of only two children from Nursery to 12th. If any employee has more than two children this facility would be available only for any two of them for their education.
- c. The spouses of employees who avail of such assistance for their children from any other organisation or institution are not entitled to this facility from NID.

18. TRANSPORT ALLOWANCE

Transport Allowance as decided by the Government of India and adopted by NID from time to time is payable to the employees based on their station of duties and not based on their station of residence. (Modified w.e.f.1.9.2008)

Transport Allowance can be drawn only if the employee is present at least for one day during any particular calendar month. For the purpose of drawing Transport Allowance authorized leave shall not be construed as being present on duty. Employees on deputation / training / tour and not present physically during any particular calendar month at the Headquarters of duty shall not be entitled to draw Transport Allowance.

19. Transport Allowance to Handicapped Employees

- a. Blind and orthopaedically handicapped employees shall be eligible for Transport Allowance at double the normal rates. In case, however, such handicapped employees are provided residential accommodation either at the campus or within one kilometer from the campus, the Transport Allowance shall be admissible only at normal rates (modified w.e.f. 1 August.1997).
- b. The disability will have to be certified by the NID Medical Officer for grant of conveyance allowance. The orthopaedically handicapped should have a minimum of 40% permanent partial disability of either upper or lower limbs or 50% of both upper and lower limbs together. The blind employees entitled to this allowance are those who are either totally blind or have a vision of less than 3/60 or a field vision of less than 10° in both eyes.
- c. The allowance is not payable to employees under suspension.

20. INCENTIVE FOR FAMILY PLANNING (modified w.e.f. 1.9.2008)

- a. Employees or their spouses undergoing sterilization operation may be granted Family Planning Allowance in the form of Personal pay at the rates corresponding to the Pay Band and Grade Pay as may be decided by Government of India and adopted by NID from time to time and also a rebate of 0.5% in interest rate in House-Building Advance.

- b. Either the employee or his/her spouse may have the operation. For availing the incentive, the couple should not have more than two living children and age of the male should not be over 50 years while that of the female not over 45 years at the time of operation.
- c. Sterilization certificate issued by the hospitals/nursing homes will need to be countersigned by NID Medical Officer for availing incentive.
- d. The Personal pay will be related to the Grade Pay corresponding to the post against which the employee concerned had initially earned or will earn the Family Planning Allowance. This allowance will thereafter remain constant for the remaining service of that employee, and will also not be absorbed in future promotions or change in pay-scales.
- e. If an employee is under suspension, the benefit will not be given effect during the period of suspension.

21. CANTEEN SUBSIDY

All employees in regular pay scale will be paid canteen subsidy as decided from time to time. This subsidy is paid to regular staff members of NID along with their salary every month.

22. FOOD GRAINS ADVANCE

All employees in the regular pay scale can draw food grain advance every year as decided from time to time and to be recovered in installments. This advance would be interest free and shall be recovered from the salary of the employee in 10 equal installments.

23. Immediate Relief of the family of deceased employees, w.e.f. April 2014

Lump sum financial help/assistance at the time of death of an employee during the service period shall be **Rs. One lakh** irrespective of basic pay of the deceased employee.

24. Reimbursement of monthly communication expenses: w.e.f. April 2014

| Grade Pay | Reimbursable amount |
|-----------|----------------------|
| 1650 | |
| 1800 | Rs.300/- per month |
| 1900 | |
| 2400 | Rs.500/- per month |
| 2800 | |
| 4200 | Rs.750/- per month |
| 4600 | |
| 5400 | Rs.1,000/- per month |
| 6600 | |
| 7600 | Rs.1,500/- per month |
| 8700 | |

The amount shall be reimbursed on the basis of self-declaration by the concerned employee.

25. HOUSE BUILDING ADVANCE:

1. Eligibility: -

- a. All the confirmed employees shall be made eligible, without a cap of minimum service period in NID in any capacity.

2. Purpose: -

- a. Acquiring a plot and constructing a house thereon.
- b. Constructing a new house on the plot already owned by the official or jointly with his/her spouse.
- c. Getting a plot under Co-operative Schemes and building a house, where title will vest in the of the official after the house is built.
- d. Purchase of house/flat under 'Self-Financing Housing Schemes' and 'Co-operative Group Housing Societies'.
- e. For purchase of house / flat from private parties, i.e. registered builders, architects, house building societies, etc.,

Purchasing of house built under the schemes of State Housing Boards, Local Authorities like DDA/AUDA/GUDA/AMC/BMC under which, the land is on long term lease by the Government/ Local Authorities and house/flat to be purchased having marketable titles with No Due Certificate (in case of purchase under resale) from the concerned authority may also be considered for grant of HBA. (w.e.f.April 2014)

3. Conditions: -

- a. The official should not have availed of any loan or advance for the purpose from any other source like Financial Institutions, Banks, Housing Board, other semi-Government or Local Bodies, Development Authorities, etc.
- b. The official or spouse or minor child should not already own a house in the town/urban agglomeration where the house is proposed to be constructed or acquired.
- c. The title to the land should be clear.
- d. Advance for ready-built house or flat is admissible for outright purchase only.
- e. House / Flat constructed / Acquired with the help of HBA to be used for residential purpose only.
- f. In case of more applications than the available funds for disbursement, the applications of the employees with the more years of service at NID shall be given preference.

4. General Conditions:-

- a. House Building Advances (HBA) shall be sanctioned to regular employees of NID within the budget provisions available every financial year. In case of more applications than the available fund /budget, priority shall be given as per the nos. of years of service of the applicant in NID.
- b. An irrevocable general power of attorney shall be taken from the borrower to protect the interest of NID, by virtue of which the property equitably mortgaged can be sold in case the borrower fails to make payment of the amount advanced with interest. The said power of attorney shall become operative only when the borrower fails to make payment.
- c. The borrower is required to produce and deposit all the original papers, receipts, share certificates and any other papers, pertaining to his/her titles in the Society / Property with NID with a separate letter addressed to NID mentioning therein about the description of such documents, date and other aspects.

- d. The borrower is required to file / submit an affidavit in favour of NID stating that he/she has not borrowed any amount from any person on the property for which HBA from NID is sought and that he/she has executed all the original documents in favour of NID with full knowledge and consequences thereof, in case of failure to make the payment to NID for the loan advanced to him/her. In the affidavit, the applicant shall also declare that the official, or spouse or minor child is not owning a house in the town/urban agglomeration where the house is proposed to be constructed or acquired.
- e. A pledge of Gratuity of the borrower is obtained stating that in case of failure to repay loan with interest, the Gratuity will be paid to NID towards loan amount and interest thereon.
- f. As provided in HBA rules of the Institute, a surety bond executed by two permanent employees of the Institute of adequate status is obtained to cover the risk.
- g. Registered mortgage deed is obtained from the borrower drawing House Building advance besides pledging his/her gratuity and collateral security as is applicable.
- h. At the time of execution of the Sale Deed, an equitable mortgage deed is also executed at the borrower's expense.
- i. The first charge of mortgage for such property would be with NID. However, where the cost of the house purchased out of House Building Advance support from NID is more than the amount advanced by NID, NID will allow the 2nd mortgage for a sum not exceeding the actual value recorded in the Sale Deed less the House Building Advance provided by NID. The 2nd mortgage will be allowed only for Nationalized Banks / Government of India owned Financial Institutions.
- j. The employees of NID standing surety on behalf of other borrowers will not be allowed to stand surety for more than one borrower besides availing the House Building advance themselves.
- k. All other rules and procedures of Central Government as regards House Building Advances (as prevalent from time to time) shall be observed.

5. For dwellings acquired in Registered Cooperative Housing Societies

The Borrower who has acquired dwelling in Registered Cooperative Housing Societies, should mortgage their right, title and interest in the Society in the following manner:

- a. An undertaking from the Co-operative Society, duly resolved in its meeting, should be submitted to NID to the effect that in case the borrower fails to make the payment to NID, the said Society shall allow NID to sell, transfer in any manner whatsoever and deal with the property mortgaged to NID by the member of the Society who is the employee of NID to whom HBA has been given by NID. It should also be mentioned in the said resolution and undertaking of the Society that the Society shall permit and allow NID to take actual physical possession of the property in question, including entering the name of NID as a possessor, occupier and member of the said Society in the eventuality of non-payment by the member of the Society who is an employee of NID.
- b. The Society should also pass resolution in favor of NID to the effect that the Society has recorded and noted the charge of the NID in the record of Society for a particular amount representing HBA Loan and interest thereon and the same shall be submitted to NID.

6. Amount of Advance: -

- a. In the following cases, the amount of advance admissible an amount equivalent to 100 Basic Pay (Pay in Band + Grade pay) or Rs.30.00 lakhs or cost of the house or repaying capacity, whichever is least.
 - Construction of a new house on an existing plot.
 - Purchasing a plot and constricting a house thereon.
 - Purchase of a ready-built house or flat.
- b. The advance will be limited to the estimated cost of construction.
- c. Only one advance is admissible during the entire service.
- d. The amount of advance shall be restricted to the repaying capacity of the official.
- e. In case, both husband and wife are confirmed employees of the Institute, advance is admissible to only one of them.

7. Disbursement of Advance:

- a. **For purchase of land and construction: Single-storeyed house:** 40% or the actual cost of the plot for purchase of plot on execution of agreement in prescribed form and production of Surety Bond, 50% of the balance on execution of the mortgage deed and the balance, on the construction reaching roof level of the ground floor.
- b. **For purchase of land and construction: Double-storeyed house:** 30% or the actual cost of plot on executing the agreement in prescribed form, 50% of the balance on execution of the mortgage deed and the balance, on the construction reaching roof level of the ground floor.
- c. **For purchase / construction of flat or purchase of a house:** In one lumpsum.
- d. **For purchase of house / flat from Co-operative Group Housing Societies:** 30% on execution of mortgage deed and balance in suitable installments on receipt of demand.

8. Repaying Capacity: -

The repaying capacity of the official will be computed on the following basis: -

| Length of remaining Service | Repaying Capacity |
|---|--|
| Officials retiring after 20 years | 40% of (Basic pay + DP + Stagnation increment.) |
| Officials retiring after 10 years but not more than 20 years. | 40% of (Basic pay + DP + Stagnation increment.), 65% of Retirement Gratuity may also be adjusted. |
| Officials retiring within 10 years. | 50% of (Basic pay + DP + Stagnation increment.), 75% of Retirement Gratuity may also be adjusted. |

9. Time-limits for utilization of advance:

- a. **Purchase of Land: -** Should be completed and the Sale Deed produced within 2 months, failing which the advances should be refunded in lump.
- b. **Purchase of House: -** Acquisition and mortgage to Institute should be completed within 3 months. Extension of time-limit may be granted by on merit of each case by the Competent Authority.
- c. **Construction of new flat: -** Should be utilized within the financial year, unless extension of time-limit is granted.
- d. **Purchase of ready built flat/house: -** To be utilized within one month, unless extension of time-limit may be granted by Competent Authority.
- e. **Surety: -** In addition to execution of mortgage / agreement, the surety of an approved confirmed official is necessary before releasing the sanctioned advance or any part thereof.

10. Construction:

- a. Adherence to Plans:** - The construction should be exactly according to the approved plan of the local authorities and specification, on the basis of which the advance was sanctioned. Prior concurrence of the local authority, necessary for any deviation.
- b. Time-limit:** - The construction should be completed within 18 months of the date on which the first installment is drawn. Extension of time-limit is permissible by the Head of the Institute, if the work is delayed due to circumstances beyond the employee's control.
- c. Insurance:** -
1. On completion of construction / purchase, the house should be insured by the official at his cost against fire, flood, earthquake and lightning for the full value of the house. The Insurance policy should be deposited with the Institute and the premium receipt should be produced for inspection. The insurance should be kept alive till liquidation of advance.
 2. The employees may get their house / flat insured from any of the four Nationalized General Insurance Companies of their choice, irrespective of its location in India.
- d. Maintenance:** -The house should be maintained in good repair at owner's cost and kept free from all encumbrances. The official should pay all taxes regularly and furnish a certificate annually to that effect. Annual inspection may be carried out by the authorised officials for checking up the maintenance.

11. Second mortgage: -

- a. Creation of Second Charge:** - If an employee wants to avail of a further loan (in addition to the HBA) from any financial institution, he may create a second charge on the property subject to the following conditions:-
1. Loan to be obtained should be from recognized financial institutions like Banks, Government Financial Corporations, Co-operative Housing finance Institutions, Public Companies, formed and registered in India with the specific purpose of financing housing like Housing Development Finance Corporation Limited.
 2. Second charge can be created in respect of loan for meeting the balance required value of the house / flat, after adjusting the HBA already advanced.
 3. Prior permission of the Head of the Institution should be obtained. For the financial year 2010-11 and till further orders, the rates of interest shall be as per following slabs.
- b. Interest:** - As per NID norms in vogue.
- c. Rate of Interest:** - 8% for the advances granted.
- d. Concessional Interest to employees for promoting Small Family Norm: -**
The rate of interest will be half percent less for an employee who undergoes sterilization:-
1. If the employee is male, he is not over 50 years of age and his wife is between 20 and 45 years of age. If the employee is female, she must not be above 45 years and her husband must not be over 50 years of age.
 2. Has one to three living children.
 3. Has had the sterilization operation in an approved hospital / clinic.
 4. The concessional interest shall be effective from the month of declaration, if done after the release of the first installment of the advance but before the final installment is drawn.

NOTE 1. : The sterilization operation can be undergone by the employee or his/her spouse.

NOTE 2. :- The rebate is admissible only in cases where the sterilization is done on or after 1-9-1979 irrespective of date of release of the first installment of the advance but before final installment is drawn.

e. Repayment of Advance: -

1. The entire amount of advance together with interest is repayable in maximum 20 years, 180 monthly installments for principal and 60 installments for interest.
2. The amount of recovery will be fixed in whole rupees.
3. The official may elect to repay in a shorter period than that agreed to.

f. Commencement of Recovery: -

1. In the case of construction of new house on an existing plot, recovery will commence from the pay for the month following the completion of the house or from the pay for the 18th month after the date of payment of the first installment, whichever is earlier.
2. In the case of advances taken partly for purchase of land and partly for construction, recovery will commence from the pay for the month following the completion of the house from or the pay for the 24th month after the date on which the installment for purchase of land was drawn by the official, whichever is earlier.
3. In the case of ready-built house or flat, recovery will commence from the pay for the month following that in which the advance is taken.

g. Adjustment of a portion from retirement / death gratuity: - In the case of employees retiring within 20 years, apportion of the advance and / or interest may be left to be adjusted from the retirement / death gratuity if a suitable clause to that effect is inserted in the mortgage deed.

h. Failure to repay: - If the official fails to repay the balance of the advance with the outstanding interest amount on or before the date of retirement, cessation of service the Institute may enforce recovery from retirement / death gratuity, leave salary or by sale of the house or in any other manner, including taking possession of the mortgage property and disposing of the same for the recovery of any balance and left to be recovered.

26. ACCIDENT INSURANCE

All employees in regular pay scale are covered by Insurance for accidental risk, while working in the studios/workshops/laboratories, etc., or while travelling of each employee subject to such maximum risk coverage as may be decided from time to time. The Institute also covers its students (both in UG and PG Programmes) against accidental risk from year to year.

27. MEDICAL EXAMINATION

All members of staff will be subject to medical examination by Medical Practitioner(s) approved by the Institute and their appointment will be subject to satisfactory medical report. Members of the staff may also be required to undergo periodical medical examination, at the discretion of the Institute. Fees for such medical examination(s) will be borne by the Institute.

28. CONTRIBUTORY PROVIDENT FUND

All employees of NID shall be covered by the EPF Scheme/ NDI PF Scheme as is applicable and the contributions to the scheme shall be as decided from time to time.

29. EMPLOYEES' GRATUITY SCHEME

NID has an Employees' Gratuity Scheme for its regular employees. This scheme is recognized by the Commissioner of Income Tax under the provisions of the Income Tax Act 1961. Contributions of the Institute to the Employees Gratuity Scheme as well as investment of the Funds is done as per pattern prescribed by Government from time to time. Rules and Regulations of Employees' Gratuity Scheme are attached separately.

30. OFFICIAL RESIDENTIAL ACCOMMODATION

Employees shall use as a licensee, Institute's quarters or any other accommodation if required by the Institute for convenience of work allotted to them by paying such fee or compensation as may be fixed by the Institute for the same. The same may, if the Institute chooses, be deducted from their monthly salary. Employees shall also vacate or transfer or shift the quarters, immediately if and when required by the Institute. It is clearly understood that by using the Institute's quarters employees shall not obtain any tenancy rights. Rules and Regulations for residential accommodation at the Campus are attached separately.

31. DESIGN, DEVELOPMENT, PROCESS, TECHNIQUES. ETC.

Employees will hold in a fiduciary capacity for the benefit of the Institute and will disclose fully to the Institute immediately upon origination or acquisition thereof any and all inventions, discoveries, improvements, know-how processes, methods, formulae, products, compositions, devices, tools, machines, appliances, design, or apparatus, whether or not patentable and whether or not registrable to trademark, design or copyright, which are made, discovered or otherwise, during the term of his/her employment by the Institute and for one year thereafter and which may be directly or indirectly useful in, or relate to any research or development programme of the Institute or the composition, development, manufacture, production, sale, distribution, application or use of any and all manner of articles or compositions, developed, used or sold or suitable for development, use or sale, by the Institute or any other articles or composition of like or similar nature. At the request of the Institute the employee will make application in due form for Indian patents and foreign patents of said inventions, discoveries, improvements, processes, and devices and will assign to the Institute all rights, title and interest in and to said inventions, discoveries, improvements, processes, know-how devices and patents and applications thereof or patents thereon, and also will execute any instruments necessary or which the Institute may deem desirable in connection with any continuations or reissues thereof or in the conduct of any proceedings or litigation in regard thereto.

32. DOCUMENTS, CATALOGUES, SAMPLES, CORRESPONDENCE, ETC.

Employees shall undertake and agree that all Institute's property including all correspondence addressed to or by them or to the Institute including press and other copies of such correspondence and all vouchers, books, documents, papers, records (including all notes, books containing notes or records of business or prices of the products dealt in) or samples or other goods belonging to the Institute and other market data, catalogues and literature, circulars and other papers and documents or effects or articles or property of any nature whatsoever relating to the Institute's business which shall come into their possession in the course of their employment or otherwise, shall be the absolute property of the Institute, and that they will at any time during the currency of this agreement or upon the termination thereof from any cause whatsoever deliver the same to the Institute on demand without claiming any lien whatsoever thereon.

33. NOTICE PERIOD FOR RESIGNATION/TERMINATION

Service agreement between NID and any employee may be terminated by either party by giving 30 days' notice in writing, to the other party. In the event of the Institute giving 30 days' notice in writing terminating the agreement, the employee will serve the Institute for the whole 30 days' period of notice and if he/she quits employment or remain absent from duty during the said 30 days' period or any part thereof, he/she will not only forfeit salary for the period of absence but shall also be liable to pay the Institute a sum equivalent to 30 days' salary as and by way of liquidated damages and the Institute will be entitled to appropriate the amount from any monies due to the employee on any account whatsoever. The Institute may if it so desires, terminate services of an employee by payment of 30 days' wages in lieu of notice and on receipt of such payment the services of such employee will forthwith terminate.

34. BONDS/AGREEMENTS FOR TRAINING ABROAD/IN INDIA

Employees will be required to sign a further contract as per Institute rules in force at the time when they are deputed for training in India or abroad on behalf of the Institute, as indicated below. This will, however, not apply to those employees who have completed fifteen years or more of regular service at NID.

a. Training within India:

| | | |
|---|---|---|
| 1 | For training up to one minimum year duration | A bond to serve NID for a period of one year thereafter |
| 2 | For training more than more than one year thereafter duration | A bond to serve NID for a period of three years. |

b. Training Abroad:

| | | |
|---|--|--|
| 1 | Trips sponsored abroad for consultancy projects or on other assignments (not connected with training or study tour) | No bond |
| 2 | Sponsorship for attending minimum seminars or conferences | A bond to serve NID for a period of one year on return |
| 3 | Study tour abroad either minimum independently sponsored or connected with assignments/ attendance of conferences/seminars | A bond to serve NID for a period of one year on return |
| 4 | Specific Training sponsored abroad for 1 year or less | A bond to serve NID for a period of three years on return. |
| 5 | Specific Training sponsored more than 1 year | A bond to serve NID for a period of five years on return. |

Notes:

- a. The above conditions of bonds will apply irrespective of the fact whether a seminar or conference or training abroad or within India is sponsored directly by NID or arranged by NID through any other National or International organisation.
- b. NID will provide full salary to the employee/his/her family during the period of any of the assignments noted above.
- c. The period of assignments will be treated as 'on active duty' and all service benefits during that period will be accrued as if the person was on actual duty.
- d. For trips sponsored to countries where climatic conditions require warm dress, NID would pay a subsidy of Rs. 3000 (modified on 10 July 1995) for purchase of such clothes. No employee will be entitled to this subsidy more than once in a period of five years.

- e. All staff/faculty sponsored for training/study tour/seminar/conference, etc, whether in India or abroad will be required to submit a detailed report and must make presentation to the NID Community on his/her return which will be duly evaluated by the Evaluation Committee.
- f. The above mentioned support is being provided by the Institute with the understanding that the course would be completed in specific period and would not be defaulted on any count (or extension approved in special case). In the event the staff member not completing the course or progress found to be inadequate or found jumping the bond/ agreement during its validity period, or in the event of termination of his/her services by NID on account of misconduct, he/she will be required to pay back to NID a sum equal to four times the monthly salary last drawn, together with all expenditure incurred by NID on such assignment within India or abroad as certified by NID's auditor.

35. Declaration of Movable/Immovable property

The employees are required to declare details of the movable/immovable property owned/ acquired by them/their dependant family members as is required from time to time.

36. JURISDICTION

In case of any dispute on any matter arising out of or relating to service agreement or otherwise, however, Ahmedabad will be considered as the place where the cause of action has arisen and the appropriate court of Ahmedabad will alone have jurisdiction.

TRAVELLING AND DAILY ALLOWANCE RULES

1. Employees of the Institute, as well as temporary project appointments, consultants and visiting faculty shall be eligible for traveling and daily allowances, while on authorized official tour in India, at the rates fixed from time to time. On completion of each tour, the employees/ project staff/consultants/visiting faculty will submit their T. A. bills within a period of 15 days as per NID rules, duly supported by hotel bills, expenditure vouchers, air-ticket jackets or railway tickets etc. In the absence of air ticket jackets/railway tickets/bus tickets, the TA bills shall not be entertained unless specifically approved by the Director.
2. Lodging, Boarding and other incidental expenses for employees of the Institute, as well as temporary/ project appointments, consultants or visiting faculty, traveling on duty outside India shall be at the UNDP per diem rates as prevalent from time to time. Such employees/Project Staff/Consultants/Visiting Faculty will restrict their expenditure to the total amount released by the Institute, if the tour abroad lasts for the exact number of days for which foreign exchange has been sanctioned. In case their tour abroad lasts for less number of days, they will be required to refund the proportionate balance amount to the Institute, in foreign exchange. On return they will submit their TA bills for travel abroad, duly supported by air-ticket jackets within 15 days. For the Indian component of the foreign tours, the rules applicable to tours within the country will apply.
3. In cases where transport, boarding and lodging are provided to employees/project staff/ consultants/ visiting faculty at the Institute's expenses or at the expenses of client or other organizations they will be entitled to daily allowance at one-fourth of the normal rate to cover out-of-pocket expenses.
4. Employees/project staff/consultants/visiting faculty shall not avail of any leave while on tour. If this becomes necessary under unavoidable circumstances, the employees/project staff/ consultants/visiting faculty will be entitled to DA and Hotel accommodation charges only for actual number of days spent on duty out station. However, both way travel expenses will be paid provided the duration of the tour (including duty period and leave period) does not exceed ten days (counted from date of commencement of tour to the date of return). Otherwise only one-way fare will be payable.
5. The DA rates do not include expenses incurred on taxies or other local transport. Employees/ project staff/ consultants/visiting faculty will hire taxies where it is unavoidable. As far as possible other modes of conveyance like scooter-rickshaw, bus transport, etc., should be availed of.
6. The Institute may reimburse actual food expenses on production of bills/receipts, subject to a maximum of double the normal D.A. rates as and when faculty/staff have to spend on food more than the normal D.A. entitlement. Faculty/Staff may either claim the normal D.A. or reimbursement for any day spent out station, whichever is feasible.
7. The rates of daily allowance will be admissible only for out station work where the employees/ project staff/consultants/visiting faculty has to spend a night outside Ahmedabad. Otherwise, only incidental expenses will be admissible on submission of details.

MEDICAL REIMBURSEMENT RULES

- The NID Medical Officer will be available at the dispensary for one hour in the morning and one hour in the evening on working days (these timings are subject to change or extension).
- There will also be a compounder working at the dispensary.
- Medicines and drugs required for minor ailments will be available at the dispensary. Special medicines or drugs prescribed by NID Medical Officer will have to be obtained by the patient from the market to be administered by NID's Medical Officer.
- The NID Medical Officer would be available for visits consultation etc. at other time also on such charges/fees as may be prescribed from time to time to be paid by the employee. His address, telephone number and charges will be notified from time to time
- The NID Medical Officer will maintain a panel of consultants, viz., surgeons, physicians, cardiologists, pediatricians, ophthalmologists, etc., who/which can be consulted on the recommendation of NID Medical Officer. Payment of consultation and investigation charges, etc should be made to the consultants in cash. Reimbursement of consultation and investigation charges, etc., will be subject to certification by the NID Medical Officer.
- Employees of NID on regular rolls and their families can make use of the NID dispensary and services of the NID Medical Officer in cases of sickness.
- "Family" would be confined to NID employee's spouse, dependent children and parents (in case of a female employee, dependent parents or in-laws based on a one time declaration) (modified w.e.f.1.2.2009)
- Charges for medicines, visits, etc., should be settled by NID employees directly.
- Reimbursement of Medical Expenses(modified w.e.f.1.2.2009): 75% Medical expenses (cost of medicines, consultation, hospitalization, operation, and other related expenses (except dietary charges, cost of specs, dentures, treatment of disease acquired out of intemperate habits or moral turpitude) incurred by NID employees for their self and family would be reimbursed subject to certification by the NID Medical Officer. However, such medical expenses for treatment taken from Government / Municipal hospitals will be reimbursed fully.
Expenditure on the following items is not reimbursable:
Providing spectacles, dentures, treatment of diseases acquired out of intemperate habits or moral turpitude.
- Expenses incurred for medical treatment outside of these facilities would not be reimbursed by NID (any exception to this rule will have to be certified as essential by NID's Medical Officer and the Secretary of NID). All medical bills/claims for reimbursement, etc., should be countersigned by NID's Medical Officer.**
- Reference to consultants or other specialists would be on the recommendation of the NID Medical Officer only. Bills for hospitalization, consultation etc. would be eligible for reimbursement only on being certified by NID Medical Officer, at the rates mentioned above.

ISSUE OF UNIFORMS AND WASHING ALLOWANCE

The Institute issues Uniforms to its regular employees in the **Grade Pay of Rs.2,400/-** or below, working in various studios, housekeeping, Drivers, Gardeners, Security. It is compulsory for all employees who are issued uniforms to attend duties in uniforms only. (Items of uniform, its quantities as well as periodicity of issue is indicated below). A Washing allowance of Rs. **60/-** per month (**modified w.e.f. 01.09.2008**) is payable to the employees who are issued uniforms for meeting expenses on washing, ironing, etc.

A. UNIFORMS ISSUED TO MALE EMPLOYEES

| Sr.No. | Description | Frequency | Remarks |
|--------|-----------------------------------|-------------------------|---|
| 1. | Terricot Shirt (Half Sleeve | 2 pieces in a year } | 67% Polyester + 33% cotton Fabric of Ambica/Mafatlal/ or any other standard mill |
| 2 | Terricot Pants | 2 pieces in a year } | |
| 3 | Bata/BSC Shoe | 1 pair in a year | |
| 4 | Nylon Socks | 2 pairs in a year | |
| 5 | Bata/BSC Slipper | 1 pair in a year | |
| 6 | Jersey (Woollen) (Full Sleeve) | 1 piece once in 3 years | |

B. UNIFORMS ISSUED TO FEMALE EMPLOYEES

| | | | |
|---|-----------------------------------|-------------------------|--|
| 1 | Saree: Terricot Polyester | 2 pieces in a year | 67% Polyester + 33% cotton Fabric of Khatau/ Ambica/ Mafatlal or other standard mill |
| 2 | Blouse Terricot/Polyester | 2 pieces in a year | Matching Blouse pc. 2X2 |
| 3 | Chappal/Lady Shoe Bata/BSC | 1 pair in a year | |
| 4 | Slipper Bata/BSC | 1 pair in a year | |
| 5 | Jersey (Woollen) (Full Sleeve) | 1 piece once in 3 years | |

C. DEPARTMENTAL ISSUE OF LIVERY ITEMS

| | | |
|---|--------------------------------------|-----------------------|
| Name plates (to all staff in receipt of uniforms) | | 2 Nos. every 3 years |
| Watchmen | Cap | 1 piece every year |
| | Cord | 1 piece every year |
| | Whistle | 1 piece every 3 years |
| | Leather Belt | 1 piece every 5 years |
| | Gumboots | 1 piece every 5 years |
| | Lathis | 1 piece every 3 years |
| | Shoulder Bags | 1 piece every 3 years |
| | Raincoat | 1 piece every 3 years |
| | Woolen Overcoat | 1 piece every 5 years |
| Gardeners | Raincoat | 1 piece every 3 years |
| | Gumboots | 1 piece every 5 years |
| Maintenance Staff | Raincoat | 1 piece every 3 years |
| | Gumboots | 1 piece every 5 years |
| Dispatch Rider(Messenger) | Raincoat | 1 piece every 3 years |
| | Gumboots | 1 piece every 5 years |
| All Studio Staff | Hand Napkins | 2 pieces every year |
| Drivers | Umbrella (to be kept in the vehicle) | 1 piece every 3 years |

LEAVE TRAVEL CONCESSION/HOME TRAVEL CONCESSION

1. Leave Travel Concession is admissible to all the employees and families of the confirmed employees of the Institute, who have completed one year of continuous service on the date of journey performed by the employee or his/her family as the case may be. The concession is admissible twice during a block of four years, i.e. one HTC during the first two calendar years and one LTC any time in the four year block for a place anywhere in India to be specified before availing of the concession on each occasion.
 - a. However, an employee (including unmarried) having his/her family away from headquarters can avail of Home Travel Concession for himself/herself only every year, instead of having it for both self and family once in two years. Employees availing HTC to home town every year for self alone, are not entitled to LTC to any other place in India. Employees intending to avail of HTC for self only every year (instead of HTC/LTC for self and family) will be required to make such a declaration at the commencement of each block of four years.
 - b. If an employees' spouse and/or dependent children are living in a place other than his/her headquarters, and if they claim HTC to home town, their claim will be limited to the amount admissible for journey from the employee's headquarters to the home town only. Similarly spouse or dependent children residing away from the employee's headquarters may claim LTC to any place in India, limited to the amount admissible from the employees' headquarters to the declared place of visit.
2. The employees and their families, who are unable to avail themselves of LTC/HTC in specified calendar years will be allowed a grace period of one year thereafter for availing the concessions. In the event of the return journey falling in the succeeding calendar year, the concession would be counted against the year in which the outward journey commenced.
3. Full reimbursement shall be allowed for HTC visits to home-town also (as in the case of LTC tour to any place in India) without any deduction. Secondly in view of the possibilities of misuse and difficulties of verifying bonafides of HTC/LTC claims, the reimbursement facility has been withdrawn when such tours are undertaken by cars/vans/buses owned and operated by private operators. There is however no bar to travel by cars/vans/buses where these vehicles are operated by Tourism Development Corporations or State Road Transport Corporations or transport services operated by Government or local bodies or when the travel is undertaken by railways.
4. Family means the employee's wife/husband as the case may be, his/her unmarried children and parents (father and mother or step parents - modified w.e.f. 1.9.2008) who are wholly dependent on the employee.(with effect from 13.08.2003) HTC/LTC facility shall be available to only two surviving children of the employees. (The restriction of two surviving children shall not, however, apply in respect of existing children of an employee as on 12 Feb. 1998, or a child born within one year thereafter, or in case of multiple births after the first child). Secondly, LTC/HTC facility would be restricted to only one wife, w.e.f. 12 Feb.1998. Where the employee's wife/husband is employed in a Government or semi-Government Organization/Institute where such concession is admissible, the concession is admissible to the family on the scale admissible to the employee or employee's wife/husband and not both.
5. Hometown means the permanent home town as given in the application of the employees or such other place as declared by them duly supported by reasons such as ownership of immovable property, or permanent residence of near relatives. The declaration of home town once made shall be treated final but in exceptional cases the Director may authorize a change on individual merits of the case.
Travel entitlement for HTC/LTC purposes, (Modified w.e.f. 1.9.2008), is indicated below:

| Grade Pay (1) | Travel Entitlement (2) |
|---|---|
| Officers drawing grade pay of Rs.10,000/- and above and those in pay scale of HAG + and above | Business / Club Class by air /AC First Class by train |
| Officers drawing grade pay of Rs.7600, Rs.8700 and Rs.8900 | Economy Class by air /AC First Class by train |
| Officers drawing grade pay of Rs.5400 and Rs.6600 | Economy Class by air / AC II Tier class by train |
| Officers drawing grade pay of Rs.4200, Rs.4600 and Rs.4800 | AC II Tier class by train |
| Officers drawing grade pay below Rs.4200 | First Class/ AC III Tier / AC Chair car by train |

No Daily Allowance shall be admissible on travel by LTC/HTC.

Claims in respect of HTC / LTC by air shall be by the most economical class by direct flight wherever available and in case where direct flight is not available, by shortest way of sector connection and by Minimum Economy Class / apex fare wherever applicable.

6. It is permissible to the employees to travel in a class higher or lower than that to which they are entitled but the Institute's share for reimbursement of LTC/HTC claims for both outward and return journey computed together, shall be restricted to the actual fare paid or the fare for the class to which they are entitled, whichever is less.

Note: Employees who are entitled to travel on HTC/LTC by First class/AC chair car/ AC-3-Tier sleeper may, at their discretion, travel by AC-2-Tier sleeper in cases where any of the trains connecting the originating and destination stations by the direct shortest route, do not provide these three classes of accommodation. Where the employees or their families travel by air or by road or by steamer between places connected by rail the extent of the Institute's assistance is limited to what would have been admissible had the journey been performed by rail in the authorized class or the actual expenses, whichever is less.
7. In respect of the places which are not connected by rail, the employees may travel by steamer/ road/air where an alternative means of travels is either not available or is more expensive. In such cases the institute would reimburse the actual fare for sea/road journey, in the entitled class. As for journey by sea and by River Steamer/by Road the entitlement would be as under (w.e.f from 13.08.2003).

Journey by Sea or by River Steamer:

| Pay range | A & N Islands & Lakswadeep Islands (Shipping Corp. of India) | Others |
|-------------------------------|--|---|
| Grade Pay Rs.5400/- and Above | Deluxe Class | Highest Class |
| Grade Pay Rs.4200/- to 4800/- | First/"A" Cabin Class | If there be two classes only on the steamer, the lower class |
| Grade Pay Rs.2400/- to 2800/- | Second/"B" Cabin Class | If there be three classes, the middle or second class. If there be four classes, the third class. |
| Below Grade Pay Rs.2400/- | Bunk Class | The lowest class |

Journey by Road:

| # | Pay range | Entitlement |
|---|-------------------------------|---|
| 1 | Grade Pay Rs.5400/- and Above | Actual fare by any type of public bus, including Air-conditioned bus; or At prescribed rates for AC Taxi (when the journey is actually performed by AC Taxi) for journey to the places not connected by rail, subject to condition that the claim shall be restricted to the bus fare by entitled class or the fare actually paid, whichever is less. |
| 2 | Grade Pay Rs.4200/- to 2400/- | Same as at (i) above with exception that journeys by air-conditioned bus will not be permissible. |
| 3 | Below Grade Pay Rs.2400/- | Bus Fare by Ordinary Bus |

In all cases of travel by Taxi, production of fare receipts will be necessary

8. The liability of the Institute for the cost of railway fare between Ahmedabad and the home town or a specified place other than the home town is limited to the fare by the shortest route calculated on a through ticket basis, or the actual fare by direct trains by shorter routes from Ahmedabad to the point nearest to destination.
9. The concession is restricted to journeys within India. The concession is admissible only in the case of journeys performed by the employees during regular leave or casual leave as the case may be irrespective of the duration. The condition of leave shall not apply to the journeys performed by the members of the families of the employees. The concession is not admissible to an employee who proceeds on regular leave and then resigns the job without returning to duty.
10. The employees should inform the Institute before undertaking journeys for which the concession under this scheme is claimed. They should produce evidence of their having actually performed the journeys by submitting original railway tickets, bus tickets, air tickets counterfoil etc. HTC/LTC claims will not be entertained in the absence of original railway tickets/bus tickets/air ticket counterfoils, etc.
11. To enable the employees to avail HTC/LTC, advance up to 80% of estimated cost of travel both ways may be granted one week before the Railway reservations open in respect of the commencement of outward journey. (The advance can be drawn separately for self and family, if the travel plans are so programmed). The employees should furnish Rail/Air tickets for checking within ten days of withdrawal of advance. In cases where advance drawn remains partly or fully un-utilized either because (a) travel tickets were not booked, or (b) travel tickets were booked in a class lower than the one for which advance was drawn, or (c) tickets were cancelled after booking, the outstanding amount of advance is recoverable in one lump sum along with penal interest @ 15% per year from the date of withdrawal to the date of recovery. However, when the advance drawn becomes refundable either partly or fully for reasons beyond the control of the employee, the Institute may waive charging of interest.
12. LTC/HTC claims should be submitted invariably within 15 days from the date of return journey. If not, the outstanding advance will be recovered from the salary of the concerned employee in one lumpsum, with penal interest @ 15% per year from the date of withdrawal to the date of recovery. In such cases the LTC/HTC claims, as and when submitted, would be treated as if no advance was drawn.

13. The employees may be allowed encashment of 10 days privilege leave at the time of availing HTC/ LTC (introduced w.e.f. 1 Sept. 2008), subject to the conditions that:
 1. Limited to 10 days of earned leave on one occasion without linkage to the number of days and nature of leave availed and 60 days in the entire career.
 2. Will not be deducted while computing the maximum admissible for encashment at the time of quitting service.
 3. The balance at credit should be not less than 30 days after deducting the total of leave, if any availed plus leave for which encashment was availed.
 4. Where both husband and wife are Government servants, encashment of leave will continue to be available to both, subject to maximum limit of 60 days to each of them.

VEHICLE ADVANCE RULES

Advance for Purchase of vehicle (w.e.f April 2014)

1. Advances to the confirmed employees of the Institute for the purchase of two-wheelers and four wheelers, may be sanctioned subject to the following conditions and subject to availability of funds:

a. **For Two wheelers**

A maximum of Rs. 65,000/- or 90% of the cost whichever is least. However in respect of eco-friendly/ electronic vehicles, the institute may advance up to 100% of the cost or four times Basic Pay whichever is least.

b. **For Four wheelers (only for category 'A' employees)**

A maximum of Rs. 4.50 lakhs or 90% of the cost or 12 times Basic Pay whichever is least. All the above advances would be paid to those who employees who are applying for the first time and then to those who are applying for the second time after fully repaying the earlier loan. The Standing Committee also approved increasing the number of loans for purchase of 20 two-wheelers and 5 four wheelers in a financial year.

Considering the fast obsolescence of the vehicles, the Standing Committee directed that grant of advance for the old vehicles may be discouraged and such advances should not be granted to any 3-year or more old vehicles.

2. The advance will be given as far as possible on first-come-first-served basis. If there are more applications than the funds available, the Director will make selection on seniority basis, provided that those employees who had availed of this loan facility at any time before will be given low priority, as compared to those who have never availed such facility earlier.
3. An advance may be given only when it is in the interest of the Institute that the employees should use the vehicles in discharge of their duties.
4. The advance shall be recovered by deductions from the monthly salary of the employees concerned in maximum 50 installments for all two-wheelers vehicles and four wheelers and the repayment of the advance shall commence from the first day of the next month after it is drawn.
5. The advance shall bear 8% interest for two wheelers loans and four wheelers loans or such other rate as may be fixed by the Institute from time to time. The interest will be calculated on balance outstanding on the last day of each month. The amount of interest calculated accordingly will be recovered in one or more installments, each such installment being not less than the installments by which the principal was recovered. The recovery of interest will commence from the month following that in which the whole of the principal has been repaid.
6. The employee is expected to complete his negotiations for the purchase and to pay finally for the vehicle within fifteen days from the date on which the employee draws the advance. Failing such completion and payment, the full amount of the advance drawn together with the interest must be refunded to the Institute. It will be ensured that advance is given to only those employees who hypothecate the vehicle to NID, duly recorded in the RC book (for this purpose the cheque for advance/loan amount shall be drawn in favour of the dealer/supplier of the vehicle) and in case after drawing the advance the hypothecation is not done in favour of NID, the entire amount would be recovered with penal interest of additional 2% from the concerned employees, besides taking disciplinary action.

7. The employee will be required to insure his/her vehicle against full loss by fire, theft, accident etc. and to intimate the Insurance Company that the amounts which become payable under the insurance policy in respect of the loss or damage to the motor vehicle (which loss or damage is not made good by repairs or replacement) shall be paid to the Institute. The amount for which the vehicle is insured during any period should not be less than the outstanding balance of the advance with interest accrued at the beginning of the period and the insurance should be renewed from time to time until the amount due is completely repaid.
8. If the employee decides to sell the vehicle before the loan together with interest is fully repaid, he/she should take prior permission of the Institute and the sale proceeds should be utilized so far as may be necessary towards the repayment of the outstanding balance.
9. In every case when an application is received for vehicle advance, the Institute will consider the applicant's capacity to repay the loan. In this respect the decision of the Institute will be final.
10. An employee will be required to produce Cash Memo/Bill, Insurance Policy, Hypothecation in RTO Book etc. as evidence of purchase of vehicle. In case of failure to do so, full amount of advance will become refundable. The full amount will be recovered from the employee from his/her salary/other dues payable to him/her as may be decided by the Institute.
11. A second advance for purchase of a vehicle will be payable to an employee only after full payment of the loan with interest thereon, and after a lapse of five years from the withdrawal of earlier advance

ADVANCES FOR PURCHASE OF TOOLS/EQUIPMENT

The Institute provides refundable interest -bearing advances to the regular teaching faculty as well as Technical and Administrative staff in category "A" for purchase of tools, equipment, cameras, etc. in order to facilitate their work in Education. Research and Consultancy.

1. Advance for purchase of tools/equipments has been increased to a maximum of Rs.50,000/- subject to the following (effective from April 2014):

Maximum loan Payable

| | |
|--|-------------|
| Employees in Grade Pay below Rs.4200 | Rs.25,000/- |
| Employees in Grade Pay of Rs.4200 to Rs.5400 | Rs.35,000/- |
| Employees in Grade Pay above Rs.5400 | Rs.50,000/- |

The total disbursement of loan under the Scheme of vehicle/tools advance will be limited to Rs.50.00 lakhs in a financial year. Preference will be given to those who apply for the first time and a subsequent loan will be given only to those who have fully paid back the earlier loan in the normal course.

2. In every case when an advance is to be granted, the Institute will consider the applicant's capacity to repay the loan. In this respect the decision of the Director will be final.
3. By way of security for such advances, the faculty/staff member will pledge his/her gratuity to the Institute, provided it is not already pledged for any other loan and provided that the approximate amount of gratuity due at the time of pledging, equals the amount of loan. Alternatively, the faculty/ staff member will have to furnish a surety bond of two permanent employees of the Institute of status not lower than that of the applicant himself/herself. Employees furnishing surety will not be allowed to stand surety for more than one borrower at a time either in respect of Advances for Tools/Equipment or any other advances such as House-Building advances, besides availing advances themselves. In instances of default, both the guarantors will be jointly and severally responsible.
4. The advance shall be recovered by monthly deduction from the salary of the faculty/staff member in maximum 50 instalments and the deduction would commence from the first day of the next month after it is drawn.
5. The advance shall bear 8% interest (effective from June,2009), or such other rate as may be fixed by the Institute from time to time. The interest shall be calculated on balance outstanding on the last day of each month and shall be deducted from the salary after the recovery of the principal amount. Amount of each installment of recovery of interest shall not be less than the installment amount by which the principal amount has been recovered.
6. The faculty/staff members may complete their negotiations for purchase of equipment and apply for drawal of sanctioned advance, supported by proforma invoices of equipment to be purchased and after completion of guarantee formalities. At the time of drawal of advance the faculty/staff member will be required to execute an agreement authorising the Institute to recover the amount with interest thereon by monthly deductions from salary, and to expend the full amount of loan for the purpose for which it is sanctioned. The faculty/staff members will also undertake in the Agreement to complete the purchases within one month of the drawal of advance (or within such extended period as permitted by the Director),

and to submit to the Institute certified xerox copies of cash-memos/receipts in support of purchases made, (wherever cash memos are not available for equipment purchased, the faculty/staff members may submit insurance receipt for the equipment as well as a declaration of the equipment purchased stating its purchase price to show the utilisation of the loan amount). At the end of one month or at the end of the extended period, if any, amount of loan remaining un-utilised, either partially or fully, becomes refundable to the Institute with interest thereon, in one installment.

7. If the faculty/staff members decide to sell any item of equipment purchased under this loan scheme, before the entire loan has been repaid with interest thereon, he/she should take prior permission of the Institute and the sale proceeds should be utilised, so far as may be necessary; towards repayment of outstanding advance with interest thereon.

RESIDENTIAL ACCOMMODATION AT NID

1. The type and number of flats available at the Campus are indicated below:
'A' type flats 12 Nos.
'C' type flats 8 Nos.
'D' type flats 13 Nos.
'D'- 14 AB to
'D'- 16 AB 6 Nos.
E' type flats 8 Nos.
2. 'A' type flats:
All the flats would be used to accommodate service staff for maintenance of essential services at the campus, such as Security, Electricians, Plumber, Drivers, Attendants, and other essential staff.
3. 'C' and 'D' and "E" type flats:
These flats would accommodate on the campus selected faculty members and other staff to enable an on-going opportunity for interaction between the students and teachers both within and outside the classrooms. A few units would be used to attract new faculty to the Institute, since provision of residential accommodation is one of the very few incentives an educational institution can offer in trying to attract the best talent. Two or three flats would be furnished to accommodate the visiting professors particularly those who are on extended missions, since their constant presence at the campus will make it possible for the design community to draw maximum advantage from such visits.
Note: If any flats in types 'A'/'C'/'D' are left vacant after meeting the essential needs of the campus, these will be put in the General Allotment Category.
4. The choice of the employee in reserved category required to reside on the Campus, will be at the discretion of the Director. A formal letter offering residential accommodation on the campus will be issued to such employees, listing duties and responsibilities they have to undertake in addition to their normal tasks.
5. Employees offered reserved accommodation will be allowed permissible use of staff flats by an agreement. Such campus residents will be termed as licensees and the flats can be allotted to them irrespective of the fact whether they own their own houses in the city or not.

GENERAL ALLOTMENT

6. The remaining flats, if any, after accounting for the reserved flats, will be available for general allotment from time to time. A notice to this effect will be issued inviting applications from the employees for allotment.
7. Only those employees will be entitled to residential flat on the campus, in general allotment category, who do not own any house/flat in the city of Ahmedabad either in own name or in wife/husband's name or in dependent children's name at the time of notification. In case any employee acquires his/her own house in Ahmedabad city at any time subsequent to the allotment, he/she will lose entitlement to retain residential flat at the campus, and will be required to vacate within 30 days of such ownership (or within such extended period as the Director may allow).
8. Such staff members who avail of House Building Advance from the Institute at any time, for building their own houses/flats in Ahmedabad city will lose their entitlement to apply for or retain a residential flat on the campus. Those who are, at such time, in occupation of a flat on the campus will be required to vacate it within 90 days

of disbursement of final installment of HBA (or within such extended period as the Director may allow). If both husband and wife happen to be NID employees, both of them will lose entitlement to a staff quarter at the campus as and when one of them avails of HBA Loan for acquiring a house/flat in Ahmedabad city. However, if any staff member acquires a house/flat, by availing HBA loan facility in a place other than Ahmedabad city, he/she shall not lose entitlement to apply for or retain a residential flat at the campus.

9. Allocations in the general allotment category will be considered on the basis of seniority of service at NID, (whether at the time of initial allotments or subsequent allotments, as and when any flats fall vacant). If any employee who has been offered residential flat declines the offer, or fails to accept the flat within 7 days of the letter of offer (or within such extended period as allowed by the Director), the flat will be offered to the next employee eligible for that type of flats. In case the offer is accepted, the employee will be allowed 7 days to move into the flat and compensation will be charged from this date even if the employee does not actually move in till later.
10. At the time of initial allotment, or later, when a flat falls vacant, the senior-most employee who is already in possession of a flat of that type will have option to changeover to the vacant flat if he/she applies for such change. The procedure of interchange will continue till no more interchange of flats within the same type is sought. The remaining vacant flat will then be allotted to the new allotted as per allotment procedure.

COMPENSATION

11. Employees offered residential flats at the campus, whether in reserved category or in general allotment category will cease to be entitled to House Rent Allowance, effective from one week after acceptance of offer. The resident employees will in addition, effective from one week after the date of acceptance of the offer of allotment, pay license fees at flat-rates notified by the Institute from time to time in lieu of use of residential flats. In case an employee and his/her wife/husband both happen to be NID employees and are allotted a residential flat at the campus, the license fee will be charged from the one in whose name allotment has been made, whereas, both of them will cease to be entitled to HRA. This compensation will be recovered from the salary of the resident employees every month, or from any other dues.
12. The resident employees whether in reserved category or in general allotment category will pay actual electricity consumption at their flats as per meter readings every month. Such electricity charges also will be recoverable out of the salaries of resident employees.
13. The flats for the resident employees whether in reserved category or in general allotment category will not be furnished. However, if on the request of a resident employee, the Director approves any expenses on furnishing (such as provision of furniture, floor-coverings, curtains or any equipment) the resident employee will be required to pay compensation @1.5% per month on the total cost of such furnishing as determined by the Institute which will be final and binding on the resident employee. Such compensation will be recovered regularly out of the salary of the resident employee. The resident employee will also be responsible to make good any loss or damage to such items of equipment/furniture/furnishing (beyond normal wear and tear) caused by his/her negligence or otherwise. The decision of the Institute in this respect will be final and binding on the resident employee.

14. The conservancy tax, water tax, education cess or any other taxes, levied by the Ahmedabad Municipal Corporation in respect of staff flats shall be paid by the Institute since the residents do not receive HRA and also the residents are charged rent on flat rates as per Government norms.

RULES AND REGULATIONS

15. Resident employees are allowed permissible use of staff flats as licensees whether in reserved category or in general allotment category, provided by NID by a legal agreement, paying such compensation, electricity charges, or any other fees as decided by the Institute from time to time. These compensations will be recoverable from the salary of resident employees. The resident employees shall furnish an undertaking that by using the Institute's residential flats they shall not obtain any tenancy rights.
16. A resident employee will not sublet the residential flat allotted to him/her to any other person or persons.
17. When a resident employee is away from Ahmedabad for long periods, he/she may appoint a caretaker to look after the flat during that period of absence only, provided that the choice of the caretaker is approved by the Institute in writing. Only an employee of NID will be accepted as a caretaker.
18. Resident employees will be responsible for fittings and fixtures provided in the staff flats. Any loss or damage caused to such fittings/fixtures will be chargeable to the resident employee of that flat. The estimate of such loss or damage worked out by the Institute will be final and binding on the resident employees, and will be recoverable out of their salaries.
19. Resident employees shall not make any structural alterations or additions in the flats allotted to them, without prior permission of the Institute in writing. The resident employees, when allowed such alteration, will be responsible for any damage to the flat while carrying out alteration or while removing such fixtures at the time of vacating. The estimates of such damages as worked out by the Institute, will be final and binding on the employee, and will be recoverable out of his/her salary.
20. The resident employees whether in reserved category or in general allotment category, will not be entitled to any special pay for attending to any emergency duties at the campus or any other tasks beyond normal working hours, except that those who are entitled to overtime allowance will receive such allowance as per normal rules of the Institute, for actual hours of overtime work clocked.
21. The Director may, at his discretion, get any of the staff flats vacated at any time, if in his opinion repairs to such flat are of a nature requiring vacation. The flat will be allotted to the same employee after repairs are carried out. Alternative accommodation during the period of repairs may be provided, if available.
22. A resident employee will be evicted by the Director if he/she causes any disturbance or annoyance to other campus residents, or for any breach of peace or if the resident employee puts the premises to improper use or if the resident employee commits breach of any condition of the agreement vide which the residential flats are allotted.

23. The residential accommodation at the campus is allotted to an employee by virtue of his/her being an employee of NID at the time of allotment. The resident employee will therefore have to vacate the allotted flat within 30 days (or within such extended period as Director may allow) after the employee is transferred out of Ahmedabad or ceases to be on the rolls of the Institute for whatever reasons, such as resignation, retirement, termination of services or any other reason.
24. The spouse of the resident employee will have to furnish an undertaking to the Institute at the time of allotment of a residential flat, to the effect that in the event of death of the resident employee during his/her tenure of service, the flat occupied by the family will be vacated within 90 days (or within such extended period as the Director may allow).
25. A resident employee shall undertake to abide by all the above rules and regulations subject to deletions or modifications that may be made by the Institute, from time to time.

RESIDENTIAL FLATS/ROOMS IN GUEST HOUSE AND HOSTELS

26. Residential accommodation (flats or single rooms) available in the Hostels or Guest House may be allotted by the Director to any employee for the convenience of Institute's work, such as for carrying out the responsibility of Hostel Warden, Assistant Warden, etc. Employees given such accommodation shall undertake to vacate, transfer or shift as and when so decided by the Director. Such living accommodation may also be allotted only for a limited period of time and may be renewed for further period of time at the discretion of the Director. HRA is payable to the employees based on their station of duties and not based on their station of residence etc. (modified w.e.f. 1.9.08). Employees are entitled to draw HRA while they are on various leave including sabbatical.
27. Faculty/staff members, who are required to live in the Hostels/Guest house and shoulder responsibilities of Hostel Warden or staff residents on temporary basis, may be provided modestly furnished accommodation free of rental charges. Employees availing of the accommodation provided by the Institute either in the Campus or elsewhere in any capacity shall not be entitled to draw HRA. However, those employees given accommodation in the hostels as part of their duties of hostel administration will not be required to pay license fees. (modified w.e.f. 1.9.2008). These residents will not be required to pay any compensation to the Institute except electricity consumption on actual basis as per meter readings.

EMPLOYEES' PROVIDENT FUND SCHEME

NAME

1. The Fund shall be called "National Design Institute Employees' Provident Fund".

DEFINITIONS

2. In these rules unless there is anything repugnant in the subject or context:
 - a. "Institute" means National Institute of Design.
 - b. "Member" means a member of the Fund, who is also an employee of the Institute.
 - c. "Board" means the Board of Trustees of the Fund constituted under Rule 5 from time to time.
 - d. "Trustees" means the persons appointed as Trustees as provided below in whose names the moneys in respect of the Fund shall for the time being be held or by whom the said Fund shall be managed and administered.
 - e. "Salary" means the Pay in Pay band Plus grade pay plus dearness allowance received by each member of the fund from the Institute.
 - f. A "Nominee" means a person who has been appointed by a member on his behalf, in the manner hereinafter described, to act as his successor.
 - g. "Subscription" means the amount liable to be deducted under these rules from the salary of a member.
 - h. Word "Family" means any of the following persons who are wholly dependent on the member, viz, his wife, legitimate children, step-children, parents, sisters and minor brothers.

MEMBERSHIP

3. All the whole time excluded employees of the Institute in time scale including those with fixed tenures are eligible to become members of the fund. Every such employee who has become a member shall continue to remain a member during his/her employment in the Institute and shall subject to the rules for the time being force governing the fund.

The standing committee has approved to include covered category of employees also within the purview of NDI Provident Fund Trust administration. Accordingly, all NID Employees in the covered category and currently part of the PF administration of the RPF, Ahmedabad will also be part of the NDI PF Scheme administered by the NDI PF Trust w.e.f.1.1.2009. While statutory contribution of PF as per Employees Provident Fund Act will continue to be credited with the RPF in the concerned account, the remaining amount based on the NDI PF Scheme as calculated on the basic pay shall be credited to the account of the concerned employee with NDI Provident Fund Scheme.

The concerned employee undertake that whenever the statutory maximum limit for employee's/ employer's contribution is raised, the same would be accordingly credited to the concerned account no. of employees with RPF and only remaining amount would be credited to the NDI PF Scheme.

CONSTITUTION OF THE FUND

4. The Fund shall consist of subscriptions made to it by the members and contributions made to it by the Institute hereinafter mentioned, together with interest on the Members' subscription and interest on the Institute's contribution, if earned.
 - a. The Trustees of the Fund may, if a member so desires and if the Trustees deem fit, accept transfer from any other recognized provident fund, to the fund of the accumulated balance consisting of the member's own contribution as well as of so much of the amount of his previous employer's contribution as he/she was entitled to receive when he/she left the membership of that recognized Provident Fund. In such an event the transferred amount shall, for the purpose of the fund, be treated as accumulated balance of the member's contribution.

BOARD OF TRUSTEES

- 5.1 The fund shall be administered by a Board of Trustees which shall consist of three Trustees, two of whom shall be appointed by the Governing Council of the Institute and the third shall be elected by the members from among the members of the Fund at a General Meeting held specially for the purpose.

BOARD'S POWERS

- 5.2 Save in so far as any powers are hereunder reserved upto the Institute, the management, investment, administration and control of the Fund, shall in all respects be vested in the Board and the decision of the Board on all matters relating to the Fund, save as aforesaid, shall be final and binding on the members, their representatives and on the Institute. Provided that no decision of the Board affecting the interest of the Institute shall be binding on the Institute.

TERMS OF OFFICE OF THE BOARD

6. The terms of elected trustee shall be three years from the date of its election, but any member of a board may resign his office by a notice in writing to the Board.

VACANCY IN THE BOARD

7. Any vacancy in the Board shall be filled as soon as possible by nomination by the Institute or election by members, as the case may be, as provided in Rule 5 (1) above, but the Board may continue to act notwithstanding any such vacancy.

PROCEEDINGS OF THE BOARD

8. The board may meet together for dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum for the transaction of business. Unless otherwise determined by the Board, two members of the Board shall be a quorum. At every meeting of the Board one of three-members shall be elected Chairman of the meeting. Questions arising at the meeting of the Board shall be decided by a majority of votes, but in case of equality of votes, the Chairman of the meeting shall have a casting vote. A resolution by circular if signed by all the three Trustees shall be as valid and effective as a resolution passed at a meeting of the Board duly convened.

CARRYING ON OF BUSINESS OF FUND BY THE BOARD

9. The Board may authorize one of themselves to carry on the ordinary business of the Fund including payments to members provided, however, that all documents requiring the signature of the Board shall be deemed to have been properly signed if signed by any two members of the Board.

SUBSCRIPTION OF MEMBERS

10. Every member of the fund shall subscribe monthly to the fund an amount equivalent to 12% (as modified w.e.f. 1 April 2012) of his/her salary. A member may also, at his/her option, subscribe more than 12% of his/her salary. A member shall indicate the rate at which he/she wishes to subscribe. The subscription shall continue to be made at this rate unless the rate is altered by a member by intimating the Institute in writing. The altered rate shall not be applied until the 1st of April next when the financial year begins.

REALISATION OF SUBSCRIPTION

11. The subscription due from each member shall be realized by monthly deduction from his/her monthly salary by the Institute and the amount so deducted shall be handed over to the Board who shall credit the same to the account of each member, in the books of the Fund as on the last date of the month, to which the salary appertains.

Provided that,

- a. No fraction of a rupee in the salary shall be taken into account for the purpose of deduction and
- b. The subscription of any member absent on leave shall be assessed on the amount of pay to which he/she may be entitled during such period of leave under the terms of the leave granted, but no subscription shall be recovered when a member is on leave without pay.

CONTRIBUTION BY THE INSTITUTE

12. The Institute shall every month contribute to the account of each member an amount calculated at 12% (as modified w.e.f. 1 April 2012) of the salary of the member for the month but in no case shall the Institute's contribution be larger than the prescribed rate, irrespective of the members' subscription. The Institute shall hand over such amounts to the Board for crediting the same to the account of each member.

INVESTMENT

13. The moneys of the Fund not immediately required shall be invested in accordance with the provisions under the Indian Income-Tax Act, 1961 and the Indian Trust Act, 1882 and the rules made there under in respect of the investment of moneys of a Provident Fund recognized under the Income-Tax Act, 1961. Such investments shall be in the name of the Board and may, when the conditions of the investment permit be made payable or transferable to the order of any two trustees duly authorized by the Board in this behalf.

INTEREST

14. The account of each subscriber shall be credited with the interest calculated on monthly running balance basis with effect from the last day in each year in the following manner.
- 14.1 Any deficiency in the interest declared by the board of the trustees is to be made good by the employer to bring it up to the statutory limit.
 - 14.2 The rate of interest shall not be less than the interest declared by the employees provident fund organization to its members for the respective year.
 - 14.3 During current year, any withdrawal from the credit of member, the proposed interest to be calculated.

ACCOUNTS OF THE FUND

15. The Board shall maintain accounts of the Fund, which shall be in such form and for such periods and shall contain such particulars as the Central Board of Direct Taxes may prescribe from time to time.

MEMBER'S ACCOUNT

- 16,1 An individual account shall be maintained for each member in the form.
- 16,1 Every member shall be given a statement in which shall be duly entered the credits referred to in sub-rule (16.1) above and also the advances, if any, taken and the repayments made by him/her, provided that where no pass book is provided, a copy of the abstracts of the account shall as soon as convenient after the first day of April in each year, be given to each member.

- 16,2 The crediting of the Member's subscription and that of the Institute's contributions and interest shall not confer on any member any right in respect thereof except such as is expressly provided by these rules.

PAYMENT OF ACCUMULATIONS

- 17.1 If a member ceases to be a member by reason of his death or for any other reason, the amount standing to his/her credit in the Fund including interest, if earned, shall become payable to him/her or to his/her nominee subject to the provisions under rule 18 regarding payment of contribution by the Institute and interest thereon, if earned.

Explanation:

A member who ceases to be an employee of the Institute for any reason whatsoever shall be deemed to have ceased to be a member of the Fund for the purpose of these rules from the date on which he/she ceases to be in the services of the Institute.

- 17.2 No claim shall be entertained against the Fund if made more than three years after the date on which the amount due becomes payable.
- 17.3 Any amount due from the Fund shall cease to bear interest from the date on which the amount becomes payable.
- 17.4 Payment under sub-rule (1) above to the member or his/her nominee in the event of his/her death shall be made within three (3) months of the date it falls due. In the case of death of a member who has no subsisting nominations, it shall be competent for the Board to pay the amount due to the natural heir or heirs of the deceased member provided the Board is satisfied as to the heirship of the claimant or claimants. Any such payment shall be a complete and valid discharge to the Fund and to the Board in respect of such members' share and interest in the Fund.

PAYMENT OF INSTITUTE'S CONTRIBUTION

18. Notwithstanding any other provision in these rules, the accumulated amount of the Institute's contributions and interest thereon, if earned, shall be payable as under:
- 18.1 The whole of the Institute's contributions and interest thereon, if earned, shall be payable:
- a. on superannuation of a member
 - b. on the death of a member
 - c. on a member ceasing to be employed by the Institute:
 - i. having completed the tenure of employment/contract
 - ii. Retiring from the Institute's service owing to continued illness incapacitating for further employment and on production of medical certificate of such incapacity satisfactory to the trustees.
 - iii. by reasons only of reduction or reorganization and not through any fault of such member (of which the employer shall be the sole judge)
- 18.2 Members leaving the employment of the Institute for reasons other than the above, after service as stated below, shall be entitled to receive the Institute's contributions and interest thereon, if earned, as follows:
On completion of 5 years' service 100% of the Institute's contribution
- 18.3 The Trustees of the Fund shall not transfer the balance of the amount of Institute's contribution to the credit of a member to any other Provident Fund whether recognized or not, provided that if a member so desires, only that part of the Institute's contribution which is ascertained by the Trustees as payable to the member under Rule 18.1 and 18.2 above, may be transferred to any other Provident Fund.

FORFEITURE OF INSTITUTE'S CONTRIBUTION IN PARTICULAR CASES

19. A member dismissed for negligence, insubordination, incompetence, misconduct, fraud, breach of any agreement, or any other cause of like nature by the Institute shall be entitled only to repayment of the principal amount of his/her own subscription with interest upto the date of his/her dismissal, if earned.
- 19A. After making payment under clause 18 and 19, the balance of the contribution made by the Institute to the individual accounts of the members, and interest thereon credited, if any, to the account of such member, **shall be repaid to the Institute** in accordance with the provisions of clause 4 (4) of the Fourth Schedule Part A of the Income Tax Act, 1961.

MEMBERS' NOMINEE

20. Every member may nominate any person/persons to whom the amount standing to his/her credit shall be payable in the event of his/her death while in the service of the Institute or before his/her claim on the Fund shall have been discharged and may at any time revoke such nomination. All such nominations shall be in writing, signed by member and attested by two witnesses and shall be registered with the Institute. If more than one person shall have been nominated, and any of them dies, the survivors or survivor shall be entitled to be recognized by the Institute as a nominee for the purpose of this rule. A nomination once made can be revoked either by the nomination in the same way of another person or persons or by a written notice of cancellation signed and attested. No fresh nomination or notice shall be operative until duly registered with the Institute.

ATTACHMENT BY COURT

21. If any prohibitory order or attachment or process of Civil Court, be served upon the Board by which any moneys standing to the credit of the member shall be attached, ordered to be paid into Civil Court or ordered to be withheld from such member and such attachment, or order is not raised or rescinded by the Court, or if such member be adjudged as insolvent or files his/her petition on insolvency or makes any composition or arrangement with his/her creditors such moneys shall forthwith be transferred to the LAPSES AND FORFEITURES ACCOUNT and be dealt with accordingly.
- Provided always that the Board (without being under any legal obligation to do so) may in their absolute discretion, if they think fit, at anytime or times thereafter, give or apply such moneys or any part thereof to or for the benefit of such member or his wife/her husband or children or relatives.

TEMPORARY ADVANCES AND REPAYMENT

- 22.1 A temporary advance from the amount standing to the credit of a member or three months salary whichever is less may be granted to him/ her at the discretion of the Board in the following circumstances:
- To pay expenses incurred in connection with the illness of the employee or a member of his/her family;
 - to pay for the cost of passage to a place out of India of an employee or any member of his/her family;
 - to pay expenses in connection with marriages; funerals or ceremonies which by the religion of the employee it is incumbent upon him/her to perform;
 - to pay premia on policies of insurance on the life of the employee or of his wife/her husband 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 premia are from time to time handed over to the trustees for inspection by the Income-Tax Officer.

- to meet the cost of legal proceedings constituted by the employee for vindicating his/her position in regard to any allegations against him/her in respect of any act done or purporting to be done by him/her in the discharge of his/her official duty or to meet the cost of his/her defense when he/she is prosecuted by the employer in any court of law in respect of any official misconduct on his/her 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/her official duty or against employer in respect of any condition of service or penalty imposed on him/her.

- 22.2 For the purpose of rule (22.1) "family" means any of the following persons who are wholly dependent on the employee, namely; the employee's wife/husband, legitimate children, step-children, parents, sisters and minor brothers.

AMOUNT OF ADVANCE

- No such advance as provided for by the rule 22.1 shall exceed -
- 22.3 To meet the expenditure for additions or alteration of house with the proof of own house and estimate certified by engineer temporary advance for amount standing to the credit of member or six month basic whichever is less may be granted to him/her.

SECOND OR SUBSEQUENT ADVANCE

23. A second or subsequent advance shall not be granted until the previous advance together with interest is completely repaid.

RECOVERY OF ADVANCE, ETC.

24. The amount advanced shall be repaid by the member in such number of equal monthly installments as may fix by the Board of trustees not exceeding 36 installments.

A member, however, may at his option make repayment in a smaller number of installments than the number fixed. The installments shall be in whole rupees and in all cases it shall bear interest at one percent per annum above the rate which is payable for the time being on the balance in the Fund at the credit of the employee, such interest being calculated on the amount outstanding from time to time. Interest shall be payable by the member in the month succeeding the one in which, the last installment is paid and the time may be extended by one month more at the discretion of the Board. The Institute shall deduct such installments from the member's salary and pay the same to the Board. The deduction shall commence from the second monthly payment of salary made after the advance, or in the case of a member on leave without pay, from the second monthly payment made after his/her return on duty.

WITHDRAWAL (NON-REFUNDABLE)

- 25 The Board of Trustees may on an application from a member sanction for non-refundable withdrawal the amount standing to the credit of the member in the fund to meet the expenditure on building a house, or purchasing a site or house and a site and, also for additions, substantial alterations or improvements necessary to a house.
- 25.1 The withdrawal for the purpose specified in clause (25) above by any employee shall be subject to following conditions:
- The amount of withdrawal shall not be exceeding to actual cost of the house and/or of the site.
 - The amount of withdrawal shall not exceed the contribution lying in the credit of the member's (employee's) account.

- II. The employees shall have completed five years of p.f.membership in NID.
- III. The construction of the houses 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 a house and/or 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 withdrawal;
- VI. Where the withdrawal is for the construction of a house, it shall be permitted in two or more equal installments (not exceeding four), a 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 encumbrances 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 lump sum together with interest from the month of such withdrawal at the rate of one percent more than the rate of interest credited to the member's PF account.

ADVANCE OF 90 PERCENT OF MEMBER'S CONTRIBUTION

- 26. Notwithstanding anything contained in Rules 22 to 25, it shall be open to the Board to advance 90% of the amount contributed by a member and standing to his/her credit if the member takes leave preparatory to retirement. Provided that if he/she rejoins duty on the expiry of his/her leave such member shall refund the amount drawn with interest at the rate allowed by the Fund.

LAPSES AND FORFEITURE ACCOUNT

- 27. All lapses and forfeitures occurring at any time shall be transferred to a separate account called "the Lapses and Forfeitures Account" and shall be used and applied by the Board to meet any loss or depreciation of the investments of the money of the Fund or loss in varying the investments or in selling the securities for making payments or at their discretion for the benefit of the families of the members of the Fund whether past or present or in any other manner that they may think proper.

DECISION BY MAJORITY TO BE BINDING IN CASE OF DIFFERENCES OR DISPUTE

- 28.1 In the event of any difference or dispute arising between the Trustees regarding the execution or exercise by the Board of any of the Trusts, powers or discretions hereby vested in them, the decision of the majority of the Trustees shall be final and binding.
- 28.2 Any decision given by the arbitrators or trustees in the event of a dispute arising should be communicated to the Commissioner forthwith.

DISCHARGE IN FUND

- 29. Any payments authorized by these Rules shall operate as a discharge in the Fund either complete or pro-rata as the case may be.

BOARD NOT RESPONSIBLE FOR LOSS, ETC.

- 30.1 Any loss or diminution in value of the investments of the fund from whatever cause or source shall be borne by the Fund alone and Board shall incur no responsibility by reason or on account thereof.
- 30.2 No Trustee shall be responsible or chargeable save and except for moneys actually received by him/her notwithstanding his/her having signed any receipts for the sake of conformity or otherwise nor shall he/she be responsible or chargeable for the acts, defaults or neglects of his Co-Trustees nor of any bankers, brokers, auctioneers or other persons with whom or into whose hands any trust moneys or securities may be deposited or come, nor for the insufficiency or deficiency of any securities nor for any other loss unless the same shall happen through his own willful default or gross negligence.

EMPLOYEES' GRATUITY SCHEME

1. NAME AND SCOPE OF THE SCHEME

This gratuity scheme shall be called :
"THE NATIONAL INSTITUTE OF DESIGN EMPLOYEES' GRATUITY SCHEME".

2. DEFINITIONS

In these Rules the headings shall not affect the construction, and unless inconsistent with the subject or context, the masculine shall include the feminine, the singular shall include the plural and the following words and expressions shall have the following meanings:

- i. "Salary or Wages" shall mean basic pay and dearness allowance (modified w.e.f. 12 Feb. 1998) which is earned by an employee while on duty or on leave in accordance with the terms and conditions of his/her employment and which is paid or is payable to him/her in cash, but does not include any other allowances.
- ii. "Institute" or "Employer" shall mean NATIONAL INSTITUTE OF DESIGN.
- iii. "Continuous Service" shall mean uninterrupted service and includes service which may be interrupted on account of sickness or authorized leave or lay off or an accident or strike which is not illegal or a lock-out or a cessation of work which is not due to any fault on the part of the employee and shall date from the beginning of each employee's service.
- iv. "Employee" shall mean an employee of the Institute employed in India and shall also include an employee lent and seconded by the Institute to any other concern or to the Central or State Government but shall be restricted to persons who are Indian nationals or have acquired Indian nationality who are permanent employees but does not include an apprentice or a trainee or a probationer/rolling or a person hired for temporary or casual work.
- v. "Final cessation of services" means the termination of employment of an employee by the Institute but does not include termination of employment by reason of dismissal from services for misconduct, default or for any other sufficient cause.
- vi. "Year of service" shall mean the period of 12 calendar months from the date of joining the service of the Institute. In computing the number of years of continuous service, more than six month's period to be counted as full year and less than six months' period to be ignored.
- vii. "Trustee" shall mean the Trustees of NATIONAL INSTITUTE OF DESIGN EMPLOYEES' GRATUITY SCHEME for the time being.
- viii. All other expressions defined in the Income-tax Act and/or. Rules in relation to approved Gratuity Fund shall have the same meaning for the purpose of these rules.

3. DATE OF COMMENCEMENT OF THE SCHEME

This gratuity scheme shall be deemed to have come into effect from the 1st day of August, 1977 but the services of an employee for the purposes of calculation of gratuity shall be deemed to have begun from the date of his/her joining the services of the Institute.

4. BOARD OF TRUSTEES

The fund shall be administrated by a board of trustees which shall consist of three trustees shall be appointed by the Governing Council of the institute.

5. INVESTMENTS

The Trustees shall invest the funds of the Trust in accordance with the provisions of the Income-Tax Act, 1961 and the Indian Trust Act, 1882 and the rules thereunder in force from time to time.

6. TO WHOM PAYABLE

The Gratuity shall become due and payable by the Institute to an employee upon the final cessation of his/her services by or with the Institute or in case of his/her death to his/her legal heirs or nominee or nominees as hereunder prescribed and shall be calculated and paid in accordance with the provisions hereinafter appearing, PROVIDED that no gratuity shall be payable to an employee who is dismissed by the Institute for misconduct, default or for any other sufficient cause.

7. CALCULATION OF GRATUITY

Gratuity shall be calculated as follows:

- i. On termination of service by the Institute or retirement or superannuation on attaining the age of 60 years. 15 days' salary at the rate it was last paid for each year of continuous service subject to a maximum of 16-1/2 months' salary or Rs. 10,00,000/- whichever is less, (modified w.e.f.1.9.2008). Explanation:15 days' salary shall be calculated by dividing the monthly salary last paid by 26 and multiplying the quotient by fifteen.
- ii. In the event of death during service : (effective from 1 Jan. 1986.)
 - a. Less than 1 year service Two times salary at the rate it was last paid.
 - b. Service 1 year to less than 5 years Six times salary at the rate it was last paid
 - c. Service 5 years to less than 20 years Twelve times salary at the rate it was last paid.
 - d. Service 20 years or more Half the salary for every completed six monthly period, subject to a maximum of 33 times the salary at the rate it was last paid or Rs. 10,00,000/- whichever is less (modified w.e.f.1.9.2008).
- iii. On voluntary retirement or resignation:
 - a. Less than 5 years service Nil
 - b. After 5 years' continuous service 15 days' salary at the rate it was last paid for each year of continuous service subject to a maximum of 16-1/2 months' salary or Rs. 10,00,000/- whichever is less, (modified w.e.f.1.9.2008). Explanation: 15 days' salary shall be calculated by dividing the monthly salary last paid by 26 and multiplying the quotient by fifteen.
- iv. Notwithstanding anything herein above contained, the gratuity payable to an employee shall be wholly forfeited if the services of such employee have been terminated:
 - a. for any act, willful omission or negligence causing any damage or loss to, or destruction of property belonging to the Institute, or
 - b. for his/her riotous or disorderly conduct or any other act of violence on his/her part, or
 - c. for any act which constitutes an offence involving moral turpitude, committed by him/her in the course of his/her employment.

8. GRATUITY WHEN PAYABLE

The amount of gratuity due and payable by the Institute to any employee under the scheme shall be paid to the employee or his/her nominee within a period of 30 days from the date from which he/she becomes entitled thereto.

9. INSTITUTE'S RIGHT OF DEDUCTION

The Trustees shall be entitled to deduct on behalf of the Institute from and out of the gratuity payable by it hereunder, any sum or amount due by the employee to the Institute on account of house rent, loans, or on any other account whatsoever, if the amount so due cannot be adjusted against the undisbursed salary or wages, or other payments due by the Institute to the employee.

10. DEDUCTION OF TAXES, ETC.

- a. The Trustees at the time of making any payments due to members in accordance with these Rules, shall deduct there from Income-tax, if any, payable under the Income-Tax Act/Rules.
- b. Where any liability of estate duty arises in respect of any benefits, the Trustees may apply the benefit or part of it in payment of such duty (including any interest thereon) and deduct the amount so paid from the benefit or may postpone the payment of the benefit until the liability has been provided for to their satisfaction. PROVIDED that where the beneficiary of a deceased member claiming the benefits hereunder satisfy the Trustees that duty, if any, has been paid or shall be paid or that no duty is due, the Trustees shall have the discretion to pay the benefits subject to the beneficiary furnishing indemnity or indemnities in the form and the manner specified by them.
- c. If the Scheme for any reason ceases to be approved by the Commissioner of Income-Tax, the Trustees shall nevertheless remain liable to tax on benefits paid out of the scheme in so far as such benefits are secured by the contributions made before the Scheme ceased to be approved by the Commissioner of Income-Tax under the provisions of part C of the Fourth Schedule of the Income- Tax Act 1961.

11. MEDICAL EXAMINATION

If an employee claims to be disabled physically or mentally and requests the Institute to be allowed to retire or resign from service on account of such disability, the Institute at its own cost, will appoint a qualified medical practitioner of its choice to examine him/her and gratuity will be paid to such an employee at the rates mentioned in Rule 6 (i) hereof only if the medical practitioner certifies permanent physical or mental disability, necessitating termination of his services with the Institute. If the medical practitioner comes to the conclusion that there is no such permanent disability, the expenses incurred by the Institute for and incidental to such medical examination will be recovered from the employee concerned, and if the employee still insists on resigning from the services of the Institute he/she will be paid gratuity to the extent mentioned in Rule 6(iii) hereof.

12. NOMINATION

- i. Save as hereinafter provided, if an employee dies before receiving the gratuity payable to him/her hereunder, gratuity will be paid by the Institute to his widow, children or dependents who may be nominated by such employee. Before recognizing any nominee, the Institute may require him/her to obtain a grant of probate or letters of administration or other legal representation as the case may be from a competent court in India; PROVIDED NEVERTHELESS THAT in any case where the Trustees in their absolute discretion think fit it shall be lawful for the Trustees to dispense with the production of probate or letters of administration or such other legal representation upon such terms as to indemnify or otherwise as the Trustees, in their absolute discretion, may consider adequate.
- ii. An employee covered by this scheme shall make a nomination in the prescribed form set out in the schedule hereto conferring the right on his/her nominee or nominees to

receive the amount payable to such member in terms of this Scheme in the event of his/her death.

- iii. Any such member may, in his/her nomination, distribute amongst his/her nominees the amount payable to him/her in such proportion as he/she thinks fit.
- iv. A nomination made as aforesaid by any member may at any time be cancelled or modified by the member by a fresh nomination made in the form prescribed in the schedule.
- v. If any person who shall have been nominated as aforesaid shall, at the time of such nomination, be a minor under a legal disability to give an effective discharge, the member making the nomination shall at the time of such nomination appoint a person of full age, who is capable of giving such discharge, to whom the amount payable to such member as aforesaid is to be paid for and on behalf of the person so nominated as aforesaid so long as he/she shall be a minor or under a legal disability as aforesaid. The receipt of the nominee or nominees and/or the said person of full age shall be a good and sufficient discharge for the amount paid.
- vi. All nominations or modifications thereof must be deposited with the Institute.
- vii. Notwithstanding anything contained herein, the Institute hereby reserves the right to withhold the payment of the gratuity to a nominee until he/she has obtained a probate or letters of administration or other legal representation from a competent court in India, or to require him/her to furnish to the Institute an indemnity in respect of the gratuity payable to him/her on such terms as the Institute may in its absolute discretion consider adequate.

13. DISPUTE, ETC.

The decision of the Institute shall be final in all respects upon all matters, questions and disputes relating to or connected with the benefits under the Rules, or as to meaning or effect of any rule, or arising out of the same, or the rights of the employee, including all disputes or differences which may arise between the Institute and any employee or his/her beneficiary or his/her legal representatives and such decision shall be binding on such employees or his/her beneficiary or his/her legal representatives. If such decision has any bearing on the provisions of the Income Tax Act or Rules, it shall be forthwith reported to the Commissioner of Income Tax and if he/she so requires, the Trustees shall review the decision.

13. Where there is any repugnance between any of these Rules and any provision of the Income Tax Act or Rules, the repugnant rule will be void and the Trustees shall, if so required by the Commissioner of Income-Tax remove the repugnant rule.

14. Any arrangements for winding up of the fund or its amalgamation with another fund shall be subject to the prior approval of and to such conditions as may be imposed by the Commissioner of Income-Tax.

15. INSTITUTE'S RIGHTS TO ALTER OR MODIFY RULES

The Institute reserves the right to alter, vary, modify, suspend, cancel or withdraw the Scheme without prior notice. PROVIDED HOWEVER THAT no amendment in the rules, objects or conditions of the fund shall be made without prior approval of the Commissioner of Income-Tax.

SECURITY REGULATIONS AT CAMPUS

1. MAIN GATE AND REAR GATE

The rear gate between the Institute and residential area and Gate near the Extension block/Service Staff Quarters will be operated the same way as the main gate and all security rules and regulations regarding entry of visitors, movement of materials/equipment, etc., would apply.

2. GATE PASS FOR MATERIAL MOVEMENT

The studios/laboratories/departments possessing inventoried equipment would maintain a register for issue and receipt of various equipment issued to faculty/staff/students for Institute activities as per the proforma given by the Internal Auditor. For taking out such equipment, in place of the Gate pass, material movement slips as per proforma given by the Internal Auditor, would be issued as a token of authorization to be given at the gate. Signatories to these material movement slips would be nominated by Director and intimated to the Head, General Administration for information of the Security at the gate. All other existing rules of issue of returnable and non-returnable gate pass in respect of materials which are not inventoried in Departments, by the authorized signatories, would continue. In charges of studios should ensure that all movement of material/equipment under their charge should be issued with due authorization and would need to be noted at the gate by the security while taking it out. It would be the responsibility of the security to ensure that only such quantity and items as mentioned in the material movement slip/gate pass are allowed to be taken out. Students taking personal models/project work to the hostels to continue work would need to get a note issued by their faculty guide or coordinator of the discipline.

2.1 No person is permitted to take out any Institute material or property from the Main gate, Rear gate or Hostel gate or Extension block/Service Staff Quarters Gate without a proper gate pass/material movement slip issued by the authorized Heads of Departments.

2.2 No person is permitted to take Institute material or property to the residential area without a proper gate pass issued by the authorized Heads of Departments.

3. VISITORS TO THE MAIN CAMPUS

Arrangements are being made to locate Public Relations Office/Reception near the main gate and when such arrangements are made all enquiries from visitors/guests, issue of visitors pass, maintenance of visitors register, etc., would be handled by Public Relations Office/Reception. Till such time, the existing system of issue of visitors/guest pass at the Main/Rear gate, after checking with the concerned official before sending in the visitors/guests, etc., as already notified earlier would continue. However, regular visitors/guests such as visiting faculty, consultants, suppliers, etc., will be issued yearly identity cards for unrestricted entry to the campus. Family members of faculty/staff need not sign the visitors register nor will they require any guest pass. Visitors after office hours will be allowed only when the concerned faculty/staff member is available in the office/studio. Unless prior arrangements are made, the Institute will not be open for visitors on holidays.

4. HANDLING OF KEYS

Faculty/Staff requiring obtaining the keys to any department for working late or working on holidays would have to obtain prior written authorization of the Department Heads concerned on the work permission form. All staff/faculty members receiving any key/s to any department will be required to sign the key register at the main gate while taking the key/s and depositing the same back at the gate. Department Heads at their discretion may make permanent authorization to selected faculty/staff members for issue of key/s after office hours and during holidays. In all other cases, specific authorization for each occasion will be made.

5. PARKING

Faculty/staff/students will park their vehicles at the parking zone near the main gate. Visitors may also use this facility, if space is available. Entry to the main campus with vehicle is not permitted. Staff cars and visitors' vehicles, allowed entry to main campus in exceptional situations, will be thoroughly checked by security.

6. WORKING ON HOLIDAYS/AFTER OFFICE HOURS

Except those who have been permanently authorized to receive key/s by the concerned Department Heads, all faculty/staff members are required to take prior authorization of the Head of Department for working in offices/studios/departments after 9.00 p.m. on normal working days and during anytime on holidays. Permission to work beyond 11.30 p.m. on normal working days would be given only in exceptional circumstances. On holidays such work permissions will be restricted between 9.00 a.m. and 6.00 p.m.

6.1 All employees except those who have been permanently authorized to receive key/s after office hours and during holidays, coming to the main complex for work on holidays/after office hours would take prior permission of the concerned Department Heads and would sign the register kept at the gate for the purpose.

6.2 The permission forms for late working on normal working days should be sent to the Head, General Administration under the signature of the Department Head, before 4 pm of the day for which permission is requested.

6.3 The permission forms for work on holidays should be sent to the Head, General Administration under the signature of their Department Heads on the previous working day before 4 pm.

6.4 After late work, all departmental/office fans, lights, should be switched off and doors and window panels should be closed by the individual to whom permission has been granted and the key handed over to the gate. Department heads are requested to ensure this. Failure to respect this requirement may lead to withdrawal of this privilege.

7. PERSONAL BELONGINGS

Whenever faculty/staff/students/visitors carry in their personal belongings to the main complex they may show the same at the gate and obtain necessary identification slip so that there would not be any difficulty while taking the same back on their return. In case this is not done, security personnel at the gate would ask for necessary clarification/identification for taking such personal materials by the faculty/ students/staff. In case of visitors, if the personal belongings are not shown at the gate and identification slip not obtained during entry, the concerned Head of Department/Faculty would arrange gate pass issued for taking out personal material/equipment, etc., by such visitors. In order to identify NID equipment, etc., inventoried in various studios/ laboratory/department the concerned Department Head would make arrangement for marking such equipment, etc., in their possession with NID symbol for identification.

8. RESIDENTIAL AREA

The system of signing at the Hostel gate by Staff residents/their guests and other staff members visiting the residential area (excluding the Hostel) is not required at the hostel gate/extension block/Service Staff quarters gate. No gate pass is required for taking out personal belongings by staff residents and their guests at these gates. However, if visitors to the residential faculty and staff are not accompanied by the concerned faculty/staff and whenever prior information is not provided, security staff at the gate would check with the concerned faculty/staff members on telephone before sending in the visitors/guests.

9. MATERIALS BROUGHT FOR CONSUMPTION AFTER OFFICE HOURS

All materials brought to the main complex for immediate use/consumption after office hours/during holidays must be entered in the register kept for this purpose at the gate invariably at the time of bringing in such material.

10. IDENTITY CARD

All faculty/staff/students would be issued with identity cards and the same will be shown to the security personnel on demand for verification.

11. PHYSICAL CHECK BY SECURITY

The security staff may make random physical check of the personal bags/baggage of staff, students and faculty. However, on such occasions, the Security Officer and/or the Head, General Administration may remain personally present at the Gate.

12. GENERAL

Any persons found misusing any facility of the Institute or found engaged in any unauthorized activity contrary to the regulations mentioned above would be detained by security staff and strict action taken against them. In case of any difficulty in security regulations on account of unforeseen circumstances, etc., Head, General Administration may be contacted for necessary clarification/guidance.

DELEGATION OF ADMINISTRATIVE AND FINANCIAL POWERS

1. CREATION OF NEW POSTS

For every ensuing year, the Institute will submit to the Governing Council for its consideration and approval, a manpower plan, giving details and justification of proposals for creation of new posts. Within the approved manpower plan, new posts will be created, subject to observance of ban-orders issued by the Government from time to time, as under:

- a. Creation of new posts in the Grade Pay of Rs. 2400/- or below, to be sanctioned by the Director.
- b. Creation of new posts in the Grade Pay of Rs.6600/- or below, to be sanctioned by the Standing Committee of the Governing Council.
- c. Creation of new posts in Grade Pay of Rs. 7600/- pay would require prior approval of the Government of India, in consultation with the Ministry of Finance, Department of Expenditure.

2. APPOINTMENTS

When appointments to sanctioned or vacant posts are to be made, the Head of the Department puts up the proposals to the Director. The following procedure is adopted:

- a. All appointments to posts except those that are part-time and casual should be suitably advertised.
- b. On receipt of applications in response to the advertisement and on the basis of applications already available at NID, the Director appoints a selection committee.
- c. On the recommendations of the Selection Committee, if the post is in the Grade Pay of Rs. 2400/- or below, the appointment is made by the Secretary and reported to the Director.
- d. If the post is in the Grade pay of Rs.2800/- or above, the appointment is made by the Director and reported to the Standing Committee.

3. INCREMENTS

- a. Normal increments in respect of all posts at NID will be granted by the Director.
- b. Accelerated increments in respect of any posts with grade pay Rs.2400 or below, will be granted by the Director.
- c. Proposals for grant of accelerated increments in respect of posts with grade pay Rs. 2800 or above will be placed before the Standing Committee.

4. RESIGNATIONS, DISCIPLINARY ACTION AND TERMINATION

If the Head of the Department is not satisfied with the work of any staff member, he/she brings up the matter before the Director. Resignations and terminations of appointments are to be approved by the appointing authority.

5. BUDGET ESTIMATES : RECURRING AND CAPITAL

All annual recurring/non-recurring budget estimates for submission to Government to be approved by the Standing Committee and to be ratified by the Governing Council.

6. ANNUAL BUDGETARY ALLOCATIONS

- a. Out of the anticipated recurring income in any financial year, (inclusive of Government grants, earning from Consultancy and other income), the expenditure on committed budget-heads, such as salaries, wages, institutional overheads (like Gratuity, PF Contribution, taxes, telephone, electricity, medical reimbursement, maintenance, etc.,) will first be reserved. The remaining available income will then be allocated amongst various faculties/activities based on their approved annual plans.

- b. The Activity Chairpersons/Heads of Dept./Coordinators will then operate their budget provisions so allocated, on items of expenditure such as travel, material purchase, overtime if any, entertainment and any other miscellaneous heads. Even though budgetary allocations will be made on annual basis, the expenditure by Chairmen will be regulated on quarterly basis in order to balance the cash-flow situation since Government grants are receivable quarterly.
- c. The Activity Chairpersons/Heads of Dept./Coordinators will need to closely monitor their budgetary operations and ensure that no over-runs take place. If necessary, mid-year re-ordering of priorities may be done in order to complete the important activities on priority basis.

7. BUDGET OPERATING CENTRES

- a. Education
- b. Research & Publication
- c. P G Campus
- d. Design Consultancy Services
- e. Outreach Programmes
- f. Knowledge Management & Info.Services
- g. General Administration
- h. Finance & Accounts
- i. R & D Campus, Bangalore
- j. NID Lab /DVC
- k. Furniture Design
- l. Graphic Design
- m. Textile Design
- n. Ceramic & Glass Design
- o. Lifestyle & Acce.Design
- p. SDM/Design Science Lab
- q. Centre for Bamboo Initiative
- r. Apparel Design
- s. Exhibition Design
- t. Inter Disc.Design Studies
- u. Toy Design & Dev.Centre
- v. Director's Office
- w. Corporate Communications & Media Relations' Office
- x. Transportation & Automobile Design
- y. Film & Video/Animation Design
- z. Land, Building & Maintenance

Note : TA bills and other expense vouchers of Activity Chairpersons/Heads of Dept. shall be submitted to the Director for approval.

8. SCOPE AND COVERAGE OF BUDGET-OPERATION

The delegation of powers amongst various budget-operating Centres will cover the following items of expenditure:

- a. Travel requisitions for regular, temporary project staff, consultants and visiting faculty.
- b. Cash advances required for travel.
- c. Cash advances required for purchase of petty materials.
- d. Sanctioning of material indents.
- e. Sanctioning of miscellaneous expenses such as honorarium for visiting faculty/ consultants, sanctioning bills for entertainment expenses, etc.

- f. Sanctioning payments for minor services obtained from outside agencies such as Xeroxing work, making of photoprints, etc.
- g. Sanctioning of overtime on client-projects, as authorised by the Activity Chairperson, Design Consultancy Services.
- h. Operation of imprest accounts (wherever necessary, the Director may revise the limits of imprest accounts).

9. SANCTIONING OF EXPENDITURE (modified w.e.f. 1 July 1995)

- a. Expenditure on recurring items within the approved budget.
 - i. Vice-chairperson and Coordinators Upto Rs. 5,000/-
 - ii. Activity Chairperson, Discipline Coordinators Upto Rs.10,000/- and Heads of Dept.
 - iii. Director Over Rs. 10,000/-
- b. Expenditure on approved Non-recurring and Capital items:
 - i. Secretary & Head General Administration Upto Rs.10,000/-
 - ii. Director Over Rs. 10,000/-
- c. Expenditure on any items not within the approved budget:
 - i. Director Upto Rs. 10,000
 - ii. All proposals to be approved by the Over Rs. 10,000 Standing Committee.

The delegated powers to sanction expenditure as well as to certify final payments cannot be re-delegated further.

10. OPERATION OF BANK ACCOUNTS

- a. In respect of NID's Bank Accounts, all cheques, bills and other negotiable instruments will be drawn or endorsed jointly by any two of the authorized signatories as notified from time to time.
- b. All bills should be passed for payment by the concerned Chairmen of Activities/ Discipline Coordinators/Heads of Departments.
- c. All counterfoils of the cheques should be initialed by the Controller of Finance & Accounts as also by both the attorneys.

11. ACCOUNTING AND MONITORING PROCEDURES:

- a. Budget code numbers will be assigned to all the budget operating Activity Chairpersons/ Coordinators/Heads of Dept. who will indicate these budget codes on all indents, requisitions for accounting purpose.
- b. The personal assistants attached to the Activity Chairpersons and Discipline Coordinators will be trained to keep a provisional budget monitoring system in a register or in budget sheets specifically printed for the purpose in order to ensure that the Activity Chairpersons /Heads of Dept/Coordinators do not authorize any over-runs in expenditure.
- c. By the middle of every month the Accounts Dept will circulate information about booked expenditure in each area upto the end of previous month for cross verification. (The Accounts figures will not however indicate expenditure still in the pipelines).
- d. The final expenditure vouchers, such as journal and invoice vouchers for travel, material purchases and other payments, as well as cash payment vouchers will be signed by the respective Activity Chairpersons / Discipline Coordinators/Heads of Depts. before the Accounts Dept. books the expenditure in the ledger accounts.

- e. The Activity Chairpersons /Heads of Depts/Coordinators operating various budget centres will provide necessary explanations/justifications in respect of expenditure authorised by them as and when there are any Audit queries (Internal, Statutory or Govt.) pertaining to such sanctions/expenditure.

12. PURCHASES AND SUPPLIES

- a. Activity Chairpersons/Discipline Coordinators/Heads of Departments may sanction purchase indents upto a maximum of Rs. 10,000/- at a time, while the Vice-chairman and Coordinators may sign upto Rs. 5,000/- at a time and send the indents to Purchase Dept. for action (Indents of value over Rs. 10,000/- maybe sent directly to the Director for sanction).
- b. The Purchase & Stores Officer will ascertain the specifications and quality of material indented and place orders for materials upto a maximum of Rs. 6000/- (as modified w.e.f. 14 Feb. 1997) or make cash purchases when necessary, without inviting quotations. Such purchase orders upto the value of Rs.6000/- will be signed by the Purchase & Stores Officer.
- c. For purchases of the value of more than Rs. 6,000, a minimum of three quotations will be obtained by the Purchase Officer, (after ascertaining the acceptable quality and specifications) and will prepare a comparative statement. Such purchase orders will be signed by the Purchase & Stores Officer and Head,Gen. Administration. after verifying the quotations. Wherever necessary the specifications will be cross checked with the indenting Dept. before placing orders.
- d. For purchase of the value of Rs.1,25,000/- (as modified w.e.f. 14 Feb. 1997) or more, quotations shall be invited by issuing public notice in newspapers by the Secretary's office (unless such supplies fall in category 'e' below). Orders for supplies will be placed based on competitive quotations received after prior approval of the Director.
- e. Standardised supplies i.e. supplies under DGS & D rate contract, supplies from manufacturers/wholesalers at list prices, or supplies from Government or Semi-Government outlets will be procured without quotations.
- f. Various formalities of obtaining rates/quotations, preparation of comparative statements, seeking approvals, and placing purchase orders for supplies will be handled only by the Secretary's Office.
- g. For purchase of Machinery, Equipment, Furniture or any other items of technical nature (whether recurring or non-recurring supplies), the Director shall appoint a Technical Committee to assist the Secretary for purchase of such technical items, as required from time to time, depending on the nature of items to be purchased.
- h. The Purchase & Stores Officer will keep a track of the materials ordered and take appropriate follow-up action to ensure that the materials are obtained in specified time.
- i. Any requests from any Departments to purchase a particular material from a particular trader only, will be entertained in circumstances when : (i) the price quoted by that trader is the lowest, or (ii) any other justifiable reason.

13. STORES/ISSUE/CONSUMPTION RECORDS

- a. All supplies received through a 'Delivery Slip' on working days will be entered in stores register. On holidays and in the evenings, if any material is received, the Security Personnel at the Gate will certify its receipt in the Institute.
- b. The Stores Personnel will enter the supplies in the relevant stock registers and issue the material to the indenting department. (The Stores will arrange to deliver the materials to the indenting departments twice a day once in the morning and once in the afternoon).
- c. The indenting departments must verify that the material being issued to them is as per specifications and quality indented - if not, the material should be immediately returned to Stores for replacement.

- d. Each department will be required to maintain a raw materials consumption register, which the Internal Auditor will help them to start with. This is a long pending requirement of Audit, and year after year, the Audit has been raising objections.
- e. The Activity Chairpersons /Discipline Coordinators/Heads of Departments will ensure that materials received in their studios/Departments are kept under safe custody and utilized only for the authorized work, and no materials are used without their approval.

14. INTERNAL REQUISITIONS

- a. All internal requisitions for services from Studios/Departments will be authorised by the Coordinators/ Activity Chairpersons /Vice-chairmen/Project Heads concerned. Wherever new furniture/facilities or purchase of materials are involved, such requisitions will need to be sanctioned by the Director.
- b. No internal requisitions need to be prepared for any maintenance services. Any maintenance assistance required may please be intimated to the Maintenance Coordinators over the phone.
- c. The servicing Departments/Studios need not compute any charges for services rendered in respect of Institute's activities such as Education, Research or Outreach. However, for any services rendered, including the use of material, on client funded projects, the servicing Dept. must ensure that the charges are computed and the second copy of the requisition is sent to Accounts Dept. for charging the client budgets.
- d. In case the servicing Depts/Studios require purchase of any materials for providing internal services to the requisitioning Depts, the material-purchase indents will be prepared by servicing Departments as per normal purchase procedures.

15. TRAVEL REQUISITIONS

- a. Travel requisitions as well as cash advance forms may be authorized by the budget operating Activity Chairpersons /Vice-chairmen/Heads of Depts./Coordinators within the budget provision allocated to them for the purpose. Such travel requisitions may be sent directly to Administration for travel bookings and cash advance forms to Accounts Department for cash payments on specified dates.
- b. However, in cases where the faculty/staff is not entitled to the class of travel recommended, (as per NID's TA/DA rules) the prior sanction of the Director for enhanced entitlement may please be obtained, before travel booking is requested. TA bills along with the cash balance must be submitted to Accounts Department within 15 days of completion of the tour. The sanctioning authority will ensure that TA bills and cash balances are submitted promptly on completion of tours.
- c. The Activity Chairpersons /Discipline Coordinators/Heads of Depts., before they authorise further travel bookings or cash advances may please ensure that the concerned faculty/Staff/students have submitted the previous TA accounts and refunded the cash balances, if any. In cases where such TA bills or cash advances are outstanding, no further bookings or advance be authorised, unless with the approval of the Director.

16. CONTRACTS/TENDERS/WORK-AWARDS

- a. Proposals for award of contracts/work orders, whether for project work, or for Institute's work, upto the value of Rs. 10,000/- (as modified w.e.f. 1 July 1995) shall be sanctioned by the Activity Chairpersons n/ Heads of Dept. concerned, while proposals for contracts/work orders over the value of Rs. 10,000/- shall be submitted to the Director for sanction.

- b. Contracts/work orders (whether labour only or for labour-cum-material) upto the value of Rs. 6,000/- (as modified w.e.f. 14 Feb. 1997) may be placed without calling quotations.
- c. For contracts/work orders over the value of Rs. 6,000/- and upto the value of Rs. 25,000/- in respect of labour work only, while upto the value of Rs. 50,000/- (as modified w.e.f. 14 Feb. 1997) in respect of labour-cum-materials, quotations from selected parties (minimum three) shall be called for based on drawings, details, specifications and quantities by the concerned Head of the Dept. For work over these limits statutory requirement of newspaper tender must be observed by the Head, General Administration, unless this requirement is specifically waived by the Director in view of justifications provided.
- d. All proposals, quotations, comparative statements, etc. upto the value of Rs. 10,000/- shall be approved by the Activity Chairpersons /Discipline Coordinators/ Head of the Department, while those over the value of Rs. 10,000/- (whether limited quotations or public tendering), shall be reviewed by the ACC from the view point of essentiality of intended work, procedures followed for tendering, reasonableness of rates, etc. and submit its recommendations to the Director for his approval. After Director's approval, work order shall be issued by the Head, General Administration.
- e. For all requirements of occasional work, such as white washing, painting work etc public tenders by newspaper advertisements shall be invited and annual rate contract shall be approved for award of such work. Procedure for sanctioning, and review of essentiality of such work shall remain as detailed above.

Policy regarding labour contracts

While awarding labour contracts for any kind of work, the Institute must ensure that requirements of various labour legislation, such as Contract Labour Act, Minimum Wages Act, Workmen's Compensation ACT, ESI, EPF Act etc. are fully complied with since the ultimate responsibility for compliance of such legislation lies with the principal employer. The labour contractors must comply with the following requirements before any work order is issued.

- a. Registration with the Labour Commissioner's office under the Contract Labour Act, and a valid licence for the number of employees the Contractor proposes to engage at NID.
- b. Registration with PF Commissioner's Office with valid Code number for compliance with provisions of EPF Act, and submission of regular challans in this regard.
- c. Valid Insurance under Workmen's Compensation Act for the number of employees engaged by the Contractor or ESI coverage registration.
- d. Certification of wage disbursement every month.
- e. Submission of EPF Contribution or ESI Contribution challans.
- f. Earnest money deposit (@ Rs.5,000/- to Rs.10,000/-per worker to be engaged) or 10% retention amount in lieu thereof, which could be utilised to meet liabilities, in instances where the Contractor has committed any lapses.

As a matter of policy, labour contracts should be awarded only in case of new construction projects or for maintenance services which cannot be done by normal maintenance staff and which can be specified and quantified to be completed in a specific period for justifiable reasons; or for occasional work like white washing once a year, etc. Work of perennial and regular nature should be executed by the regular staff of the Institute only, and should not be contracted out in any case.

17. MAJOR DESIGN SERVICE PROJECTS (SPONSORED BY CLIENTS)

- a. In respect of major design service projects, sponsored by clients, involving a budget of upto Rs. 5.00 lacs (including design fees), terms, conditions and time-schedules will be approved by the Activity Chairperson, Design Consultancy Services, while for projects over Rs.5.00 lacs and upto Rs.10.00 lacs, approvals will be accorded by the Director. In both these instances, notes will be submitted to the Standing Committee for information/ratification. For projects involving budgets over Rs.10.00 lacs proposals will be submitted to the Standing Committee for approval.
- b. All expenditure on major projects within the client approved budget to be sanctioned jointly by the Project Head and Activity Chairperson, Design Consultancy Services, as per clause 9 (a) above.
- c. Any expenditure on items not included in the budget will be incurred with the approval of the Director and with the concurrence of the client.
- d. An Appointments and Contracts Committee for approval of temporary appointments of Staff/ Consultants for client sponsored projects as well as for temporary appointments for Institute's work shall be constituted. The Committee will also review all proposals, quotations, comparative statements (as detailed out at Sr.No.16 above) in respect of Contracts, tenders, work awards, from the view point of essentiality of intended work, procedures followed for tendering, reasonableness of rates, etc. and submit its recommendations to the Director. The Appointments and Contracts Committee shall be constituted as under:
 - i. Activity Chairperson, Professional Education Programme
 - ii. Activity Chairperson, Design Consultancy Services
 - iii. Secretary & Head, General Administration
 - iv. Controller of Finance & Accounts

(By invitation: Project head/Coordinator/Chief Visualiser of the concerned Project.)

The Chairmanship of the Committee will be on rotational basis amongst the four permanent members, for a period of one year at a time. The Head, General Administration will keep minutes and records of ACC deliberations.

Temporary Appointments of Staff/Consultants

The Appointment and Contracts Committee will approve temporary appointments and other terms of service of staff/consultants on various projects as well as for leave vacancies or additional temporary requirements for Institute's work, subject to the following directions: (rates of remuneration as approved by the Standing Committee for such temporary appointments from time to time).

- a. In Appointment and Contracts Committee, requisitions for immediate and short-term arrangements of less than 60 days duration should be considered, without getting list of candidates from Employment Exchange.
- b. Before actual work on any project starts, the project Head/ Activity Chairperson, Design Consultancy Services should draw up a man power plan for the project with details of qualifications/experience etc. well in advance for requirements anticipated for more than 60 days, so that necessary list/clearance can be obtained from Employment Exchange before taking up the matter in Appointment and Contracts Committee.
- c. For leave vacancies or additional temporary requirements if duration of such requirement is more than 60 days, a list from local Employment Exchange should be sought.

18. DISPOSAL OF OBSOLETE MACHINERY/EQUIPMENT/FURNITURE AND OTHER SCRAP MATERIALS

Whenever any machinery, equipment, furniture or other waste materials are intended to be disposed off, the Activity Chairpersons/Heads of Departments /Co-Ordinator will send a note with details of items to be disposed as well as justifications to the Director. After the Director accords approval, the person who has been assigned the task for disposal, will cross check with inventory registers to ascertain whether any items listed in such notes are registered as capital assets. Procedures for items registered as Capital assets as well as for those which are not, are indicated below:

a. Disposal of items not listed in Assets Register

- i. Those items which are not listed in the capital assets register (such as wood waste, metal waste, glass & ceramics waste etc) will be sorted and stacked aside in lots by the concerned person, (duly authorized by the Head of Dept) for disposal.
- ii. Advertisements will be issued in local dailies inviting request for proposals for empanelment with the institute. Qualified scrape dealers shall be empanelled for a period of one or two years for inviting sealed quotations along with Earnest Money Deposit.
- iii. Based on the competitive and highest rates of particular scrap dealers, the waste materials will be disposed off occasionally in lots whenever sufficient quantity is accumulated. All such sale of scrap will be as per actual weight measured at NID or at the weight-bridge. Final weight will be certified by Stores Asst.
- iv. The scrap dealer will be required to pay the value of scrap in advance, before he is issued gate pass and is allowed to cart away the scrap.
- v. All the relevant documents, i.e. quotations, Director's sanction, offer letter, weight slip, cash receipt etc. will be attached with the relevant vouchers.

b. Disposal of items listed in Assets Register

- i. For disposal of those items which are listed in the capital assets register, approval of the Standing Committee or Governing Council will be sought for disposal. Proposals will then be submitted to the Ministry/DIPP for its sanction.
- ii. On receipt of Ministry's sanction, the items shall be disposed off as per procedures laid down in the General Finance Rules (GFR) of Govt. of India.
- iii. Entries of sale will be made in the Assets Register, as well as in the Master list and the relevant documents will be handed over to the Controller of Finance & Accounts.

19. WRITE OFF

The Director shall approve proposals for Write-off, both credit and debit outstandings, upto Rs.10,000/- Such write-offs shall be reported to the Standing Committee at its next meeting. For Writeoff of items over Rs.10,000/- proposals shall be submitted to the Standing Committee for approval.

20. GOVERNMENT GRANT BILLS

Bills for Government grants, pre-receipts and undertakings will be signed by the Secretary on behalf of the Institute.

21. DEPUTATION/FELLOWSHIPS

Deputation and award of Fellowships to Faculty/Staff/Students will be approved by the Standing Committee.

22. OUT STATION JOURNEY BY STAFF CAR

All out station journey by staff car to be approved by the Director.

23. LEGAL DOCUMENTS

- a. Law suits/plaints/affidavits/vakalatnama/written statements and other applications and authorisations in court cases and before other competent authorities under law to be filed by the Secretary/ Head, General Administration for and on behalf of the Institute.
- b. Retainership of professional advisers such as legal practitioners to be approved by Director and to be reported to the Standing Committee.
- c. Engagement of advocates, legal advisers, in specific cases membership of other institutions/ associations to be approved by the Director.
- d. Show-cause notices, suspension orders, charge sheets and other disciplinary action matters to be issued by the Secretary or Head, General Administration on behalf of the Institute with the approval of the Director.
- e. Agreements/bonds/contracts/issue of tenders to be signed by the Secretary or Head, General Admn. on behalf of the Institute with the approval of the Director.

24. OTHER MATTERS TO BE REFERRED TO THE STANDING COMMITTEE FOR APPROVAL

- a. Change in working conditions and privileges.
 - b. Recognition of Unions.
 - c. Registration under any Acts and connected matters.
 - d. Appointment of NID Staff on other bodies; and outside assignments taken by staff with remuneration to be approved by the Standing Committee. Those without remuneration to be approved by the Director.
 - e. All proposals involving the Director will be placed before the Standing Committee.
 - f. Matters concerning internal organization of NID.
- For Information**
- g. Strikes, Accidents, etc.
 - h. Loss of property involving an amount of over Rs. 5000/-.

APPOINTMENT OF VISITING FACULTY & HONORARIUM

Honorarium payable to Visiting Faculty at different levels on per day basis has been calculated as follows (effective from November 2009):

| Categories | Eligibility (Post Qualification Experience- Teaching/Research / Professional - in Years | For a half day (3 hrs.) session | For a full day (6 hrs.) session |
|----------------------------|---|---------------------------------|---------------------------------|
| Visiting Faculty Leave One | Above 15 years | 1,250/- | 2,500/- |
| Leave Two | Between 10-15 years | 1,000/- | 2,000/- |
| Leave Three | Between 5-10 years | 750/- | 1,500/- |
| Leave Four | Up to 5 Years | 500/- | 1,000/- |

The above rates may be reviewed after 5 years period.

Before inviting a visiting faculty for the first time detailed bio-data (updated as for the period under review) should be obtained and sent to the office of the Chairperson, Education. The Activity Chairperson, Education will scrutinize the bio-data and on this basis of a holistic assessment of qualifications, experience, professional standing, ability in teaching/research etc., the individual will be positioned in one of the above level.

1. Visiting Faculty means those individuals who have demonstrated a high capability in teaching /practice in design, architecture, and other professional subjects.
2. There will be no payment for preparation time. In case the visiting faculty is involved in assessment of the course work and writing of reports, he/she may be compensated for an appropriate time i.e. half an hour per student or so. Such duration may be rounded off to half day or full day units as the case may be.
3. Out station visiting faculty will be paid full day honorarium irrespective of their extent of duration in teaching during the day provided the deliverables expected in the teaching-learning process are achieved. They will also be provided free accommodation in the Guest House / Extension Block/Hotel. In case the involvement is more than a week we may pay honorarium for the intervening Saturday(s) provided the visiting faculty's services are actually utilized on such days.
4. Travel: Involvement of any visiting faculty must be planned well in advance so that we are able to take advantage of the apex fare tariff being offered by various airlines. All outstation-visiting faculty may be allowed to travel by air subject to the following:
 - a) Visiting Faculty with 10 years' or more experience will be reimbursed normal airfare. We should however ask those in this category also to travel under apex fare/super saver or low cost airline tariff as far as possible.
 - b) Visiting faculty with less than 10 years of experience will be reimbursed apex/fare low cost airline only. If for any reason they are not able to avail this concessional fare, their travel under normal fare will need prior sanction by the Director.
5. Normally, visiting faculty should not be engaged for more than 5 days in a week. However, if at NID's request a visiting faculty is taking classes on a Saturday or holiday NID may pay the honorarium for such days. However, in no case a visiting faculty will be paid for more than six days in a week.
6. Honorarium payable for sitting on Diploma Jury will be Rs.1500/- (to compensate the participation in the jury and the time spent in reading the document).
7. Based on qualification and experience a lump sum monthly remuneration may be determined.
8. Travel and accommodation provided to visiting faculty as per NID's norms decided by time to time.