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**DELHI STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
(STAFF SERVICE) RULES, 1978**

1. Short Title, Commencement And Application:

(i) These rules may be called the Delhi State Industrial Development Corporation Ltd. (Staff Service) Rules, 1978.

(ii) They shall come into force with effect from the 9th August, 1978.

(iii) They shall apply to all employees of the Corporation including those on contract or on deputation in respect of all matters not regulated by the contract or by the terms of the deputation as the case may be.

2. Definitions:

In these rules, unless there is anything repugnant to the subject or context:-

(a) "Board of Directors" means the Board of Directors of the Corporation.

(b) "Chairman" means the Chairman of the Corporation.

(c) "Managing Director" means the Managing Director of the Corporation.

(d) "Corporation" means the Delhi State Industrial Development Corporation Limited incorporated under the Companies Act, 1956 (No. I of 1956).

(e) "Secretary" means the Secretary of the Corporation. .

(f) "Appointing Authority" in relation to an employee means the authority empowered to make appointment to the category or grade of post which the employee for the time being holds.

(g) "Disciplinary Authority" in relation to the imposition of a penalty on an employee or a person employed by the Corporation on daily wage, adhoc basis and consolidated pay including persons employed under Apprenticeship Training Scheme and Subsidised scheme or holding a post by any other nomenclature by which it may be described, means the authority competent under these rules to impose on him that penalty;

(h) "Employee" means a person who in the whole time regular service of the Corporation, but does not include a person employed by the Corporation on daily wage, ad-hoc and consolidated pay including persons employed under Apprenticeship Training Scheme, and subsidized Scheme.

(i) "Pay" has the same meaning as in Rule 9(21)(a) of the Fundamental Rules of the Central Government as amended from time to time.

(j) "Wage" has the same meaning as defined in the Industrial Dispute Act and means all remuneration capable of being referred in terms of money, which should be payable to an

employee -in respect of his employment or of work done in such employment but does not include: -

(i) Any bonus, which does not form part of the remuneration payable under the terms of employment.

(ii) The value of any housing accommodation, supply of light, water, medical attendance or other amenity or service excluded by general or special order of the Management.

(iii) Any contribution paid by the Corporation to the Provident Fund of the Employees and the interest thereon.

(iv) Any travelling allowance or value of any travelling concession.

(v) Any sum paid to an employee to defray special expenses entailed on him by the nature of his employment such as over time allowance, reimbursement of medical expenses, etc.

(vi) Any gratuity payable on termination of employment.

(k) "Members of Family" in relation to a Corporation servant includes:-

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

(ii) Son or daughter, mother or father, or sister of the employee wholly dependent on him, but does not include a child (including a step child) who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law.

3. (i) Duration of employment of all persons employed by the Corporation on Contract or short term basis shall be governed by the stipulations made in this behalf in the appointment letter of each individual employee.

(ii) "Probationer" is an employee who is provisionally employed with a view to being considered for employment of longer duration than the period of probation. The Corporation has the right to extend the probationary period stipulated in his letter of appointment unless the services are otherwise terminated within or on the completion of the probationary period without assigning any reasons. Probationary period shall not be less than one year or two years, as the case may be, according to the provisions of the instructions in the matter of recruitment.

(iii) "Confirmation": An employee shall be confirmed in the post he has been appointed if the Management is satisfied with his performance during the period of probation.

(iv) "Temporary Employee" is an employee who has not completed 3 years continuous service in the corporation.

(v) "Employee on contract" or "On foreign service" means an employee who has been engaged on contract by the corporation for a limited or fixed period or an employee deputed by some other organisation for training or service of the Corporation and who is likely to be reverted to that organisation.

(vi) Apprentice shall not be treated as employee of the Corporation and any allowance or stipend during the period of training shall be governed by the provisions of Apprentice Act.

(vii) Employees working in operational side of Mines, Quarries & Emporium etc. of the Corporation shall be governed by the provisions of respective Acts viz. Mines Safety Act & Shops & Establishments Act.

4. Classification of Posts:

All posts in the Corporation shall be classified as under or as may be prescribed by the Government of India from time to time: -

(i) Group 'A' posts carrying a pay or a scale of pay with a maximum of not less than Rs. 1300/-

(ii) Group 'B' posts carrying a pay or a scale of pay with a maximum of not less than Rs. 960/- but less than Rs. 1300/.

(iii) Group 'C' posts carrying pay or a scale of pay with a maximum of not less than Rs. 350/- but less than Rs. 960/-

(iv) Group 'D' posts carrying a pay or a scale of pay the maximum of which is less than Rs. 350/-

5. Exhibition of Service Rules:

(i) At commencement a copy of these Rules shall be pasted on the Notice Board.

(ii) These Rules may be amended from time to time, as may be considered necessary by the Corporation. All amendments or modifications made in these Rules shall be notified from time to time and pasted on the Notice Board.

6. Interpretation of Staff Rules:

If any doubts arise relating to the correct interpretation of these Rules, the decision of the Board of Directors thereon shall be final and binding.

7. Saving:

(i) Nothing contained in these Rules shall operate in derogation of any law applicable or to the prejudice of any right of employees under an agreement, settlement or award for the time being in force or written contract of service.

(ii) Matters not specifically covered in these Service Rules shall be governed by the provisions of the corresponding Rules and Regulations applicable to Central Government employees.

8. Nature of appointment:

The Management shall have the power to appoint employees in the following vacancies:-

- (a) Permanent
- (b) Temporary
- (c) Casual
- (d) Apprentice

The appointment in these vacancies shall be made either by regular employment or on contract basis or on deputation,

9. Strength of Staff:

(i) The Board of Directors or the authority, which is delegated, the powers shall, from time to time, determine the strength of the staff, both permanent and temporary, under the various categories required for carrying out the functions of the Corporation.

Provided that the Chairman shall have full powers to create (a) Posts on permanent basis carrying 11 time scale of pay maximum of which shall not exceed Rs, 1600/- and (b) posts in the interest of the Corporation for a period not ordinarily exceeding six months carrying a scale of pay the maximum of which shall not exceed Rs. 2250/-

(ii) The Managing Director shall have full powers to create (a) Posts on permanent' basis carrying a scale of pay maximum of which shall not exceed Rs. 1200/- and (b) posts in the interest of the Corporation for a period not ordinarily exceeding six months carrying a scale of pay maximum of which shall not exceed Rs. 1600/-

10. Appointing Authority;

(i) Appointments to posts in Group 'A' (other than that of Managing Director) Group 'B' Group 'C' and Group 'D' shall be made by the Managing Director subject to the provisions of sub-rule (ii) of Rule 9. Appointments to Posts in Group 'A' (other than that of Managing Director) shall be made by the Chairman, subject to the Provisions of sub-rule (i) of the Rule 9.

(ii) The Management may appoint committees to function as Staff, Selection Committee /Departmental Promotion Committee for appointment/promotion to various categories of posts for drawing up a panel of names for the posts concerned for the consideration of the appointing authority.

11. Furnishing of Security by Employees:

An Employee dealing with cash/stores/securities, investments and valuables shall, if so required by the Managing Director, furnish for the faithful discharge of his duties, such security in cash as the "Managing Director" in his discretion, may determine and execute a security bond in the form prescribed in Annexure-I. The security so furnished shall be invested by the Corporation in such manner as the Managing Director may determine from time to time. In case the security is given in cash, interest at the rate of 6 per cent per annum shall be allowed to the employee concerned,

12. (a) Appointments :

All appointments to posts in the Corporation (including promotions) will be made in accordance with the instructions in the matter of Recruitment, which may be framed for each category of post.

(b) Commencement of Service:

The service of a person appointed by the Management shall be deemed to have commenced from the working day on which he/she reports for duty in response to a valid appointment letter before lunch break, otherwise the service shall be deemed to have commenced from the next day.

(c) Training:

The employee may be required to undergo training for such period or periods as may be considered necessary by the Management from time to time. Management may require an employee to sign the service bona on such terms and conditions as may be deemed necessary in the event an employee is sent on training for a period exceeding sixty days.

(d) Direct Recruitment:

(i) Source of direct recruitment shall be: -

- (a) Application received in response to advertisement.
- (b) Nominees sponsored by the Employment Exchange.

(ii) The Application may be accompanied by a postal order of the value as may be prescribed by the Appointing Authority from time to time.

(iii) All applications received on or before the prescribed or extended date, if any, and accompanied by postal orders will be entered serially in register to be maintained by the Establishment Division for each category of posts for which recruitment is to be made. The applications shall be entered in the chronological order of receipt.

(iv) On receipt of postal orders lists shall be drawn by the Establishment Division showing numbers and date, value of postal orders with names of candidates and passed on to Finance Division.

(v) The screening of all the applications and of the candidates sponsored by Employment Exchange will first be done by the Establishment Division. Thereafter under orders of the Managing Director or the Chairman as the case may be, letters for Interviews/tests, should be issued by the Establishment Division under certificate of posting/registered cover.

The selection will be made by the Selection Committee as provided in the instructions in the matter of recruitment for different categories of posts.

(vi) The Selection Committee will prepare a panel of names of candidates in order of merit, names of candidates of equal merit being arranged according to the Seniority. in age. The number of candidates in the panel should be equal to the number of existing vacancies and those anticipated during the next six months plus fifty percent thereof. Such a panel will remain operative for a period of one year.

(vii) The candidates who are considered fit for inclusion in "Merit" list may be arranged in the order of interest merits. In preparation of panel, the Selection Committee shall pay due attention to the Circulars/Orders/instructions issued by the Delhi Administration/Central Government from time to time in the matter of safeguarding adequate representation of members of scheduled castes/tribes.

(viii) Merit and the required experience will be the primary consideration governing recruitment. Written and/or typing test may be held for the candidates called for interview, if and, when necessary.

(ix) The recommendations of Selection Committee will be of an advisory character and the Appointing Authority may reject the recommendation or revise the panel for reasons to be recorded in writing.

(x) The constitution of the Selection Committee shall be as in *Annexure-A*

13. Annual confidential Reports in respect of the employees of the Corporation will be prepared in such forms as may be prescribed for each category. The Confidential Reports will be filled up in line with the Financial Year i.e. from 1st April to 31st March. Given

in the table is the list of Reporting Officers, Reviewing Officers and Competent Authorities in relation to each category/grade of posts.

TABLE
LIST OF REPORTING OFFICERS, REVIEWING OFFICERS AND
COMPETENT AUTHORITIES IN RELATIONS TO EACH
CATEGORY/GRADE OF POSTS

Holders of Posts the maximum of the time scale of which does not exceed: (1)	Reporting Officer (2)	Reviewing Officer (3)	Competent Authority (4)
Rs. 900/-	Section Officer Asstt. Manager Dy. Manager	Divisional Manager! officers of corresponding or higher rank at the head of the Division concerned.	General Manager Secretary
Rs. 1300/-	Divisional Manager officers of corresponding or higher rank at the head of the Division concerned.	General Manager Secretary	Managing Director
Rs. 1800/-	General Manager!	Managing Director	Chairman
Rs. 2250/-	Managing Director	Chairman	Chairman

NOTE: In the case of employees/officers, who are not appointed in the time-scales of pay, their fixed salary shall be reckoned for the purpose of the limits specified in column (1) of the above table.

14. The increment shall be granted from first of month in which it accrues.

15. Probation:

Every employee shall, on appointment to any post (whether on promotion or otherwise), be on probation in that post for a period as specified in the recruitment instructions commencing from the date of appointment; provided that such period may be further extended for a period of six months at a time.

16. (1) Every person appointed for the first time to any post in the Corporation shall before joining duty in that post be required to furnish a medical certificate of fit ness in the form prescribed in Annexure-II. His or her appointment shall be subject to his or her having been found fit in the medical examination. The certificate shall be obtained from MBBS Doctor or as may be prescribed by the corporation from time to time.

(i) Provided that no such certificate need be furnished where the person to appointed is one who has retired from Government Service on any ground) other than medical grounds, or who has already been medically examined and t found fit by a competent medical authority referred to in this sub-rule in connection with any previous employment in the Central Government or & State Government or an institution and a period of not more than three month has not lapsed after such retirement or after leaving such previous employment on any ground other than medical ground.

(ii) No certificate need be furnished by a person who is to be appointed on deputation from the Central Government or State Government or Public Under- taking.

(2) The fee, if any J for such medical certificate shall be paid by the employee concerned.

17. Record of Age :

Every employee must declare on his first appoilltment or on being required to do so by the Corporation, his date of birth according to the Christian Era/ National Calendar and produce confirmatory documentary evidence thereof e.g. Matriculation or school leaving certificate or Birth Certificate from Municipality or Police and in the absence thereof such evidence as may be acceptable to the Corporatioll. If any employee is unable to produce for reasons beyond his control documentary evidence of his age, he shall state his age and make a written declaration Affidavit that the age as stated by him is correct. Such an employee shall be. sent to the Medical Officer authorized by the Corporation for examination and his opinion as to the employee's age shall be final and binding on the employee as well as the Corporation. The date of birth recorded with the Corporation at the time of his first appointment shall not be altered except in case of a clerical error.

18. Transfers:

All employees shall be liable to be transferred at the discretion of the Management of the Corporation from one job to another subject to his suitability. All employees shall be liable to be transferred to any place in India or abroad.

19. Change of Address:

Every employee must notify to the Corporation his residential address on joining the Corporation's Service and must also notify immediately of any change of his residential address.

20. Service Record:

(a) The Service Record in respect of each employee shall be maintained on the same lines as maintained in Central Govt. Offices.

(b) Every event in an Employee's Official career shall be entered into the Service Record. Each entry shall be attested by an officer of the Corporation duly authorised in this behalf; any erasures, or over-writings shall invariably be signed by the attesting officer.

21. Attendance and Late Coming:

(a) All employees shall be at work at the time fixed and notified by the Corporation.

(b) Attendance shall be marked daily according to the method prescribed by the Corporation from time to time for each Section or Branch or Division.

(c) Employees who are required to sign the attendance register will mark the time (hour and minute) of arrival and leaving duty under the relevant date column the attendance register.

(d) An employee shall not absent himself/herself from duty without the prior permission of the authority competent to sanction the leave nor shall he/she absent himself/herself from duty in case of sickness or disability without a report duly supported by a Medical certificate issued by a Registered Medical Practitioner provided that in case of temporary in-disposition (i.e. up to three days) the production of Medical Certificate may not be insisted upon.

22. Identity Cards and Permits:

(i) It shall be a condition of employment that employees shall comply with all instructions/orders issued by the Corporation relating to the identity cards required in connection with their employment in the corporation, which may be either with or without any photograph.

(ii) The identity card or permit shall not be transferable.

23. Safety Rules:

All employees shall be bound to observe all safety rules notified from time to time by the Corporation and to use safety equipment and other precautions, when necessary. Breach of this Rule shall be deemed as misconduct and the employee concerned shall be liable to punishment in accordance with these rules.

24. Application for Employment Elsewhere:

An employee seeking employment elsewhere shall forward his application through the Corporation. The Corporation reserves the right to withhold any such application without assigning any reason in which event, however, the employee concerned will be free to resign from service in accordance with the terms of his employment. The employee will be duly informed as to whether his application has been forwarded or with-hold.

25. Resignation:

(i) No employee other than the Managing Director or a person on deputation from the Central Government or any State Government or an Institution shall leave or discontinue his service in the Corporation except after giving one month's notice in writing of his intention to do so to the appointing authority in case of temporary employees and 3 months in case of permanent quasi permanent employees.

(ii) If an employee leaves or discontinues his service in the Corporation in contravention of the provisions of sub-rule (i), the employee shall be liable to disciplinary action. In addition he shall pay as compensation to the Corporation a sum equal to his / her pay as defined in Central Civil Services (Temporary Services) Rules, 1965 for the period of notice or for the period by which the notice given falls short of the prescribed period, at the rate at which he/she was paid immediately before the date of his leaving the service or discontinuance there from.

Provided that the Managing Director/Chairman may, for reasons to be recorded in writing, waive, either wholly or in part the requirement as to payment of such Terminal compensation.

26. Termination of Service:

(i) Notwithstanding anything contained in any of the rules of these regulation~, the Management may terminate the services of any employee other than the Managing Director at any time by giving him notice in writing for a period not less than that prescribed in Rule 25, if the Management in its considered opinion is satisfied that it is expedient to terminated the service of such employee on account of :

i. Non availability of the service arising out of prolonged or irregular absence without permission of the Management or any other reasons.

ii. Loss of confidence in the employee.

iii. Possible threat to the security and the interest of the Corporation. Provided that the Corporation shall give to an employee whose services are so terminated, pay for the period by which the notice actually given falls short of the prescribed period.

(ii) The Corporation may at any time and without assigning any reasons, terminate the services of any employee who has not completed his probation.

(iii) The power to terminate the service shall be exercised by the Appointing Authority as defined in Rule 10 (i).

27. Reversion:

An employee promoted from a lower post to a higher post shall be deemed to be on probation for such period as may be prescribed and may be reverted under the orders of the appointing authority, without notice or assigning any reasons thereof at any time during the probation period.

NOTE: An employee who has been temporarily promoted to officiate Of with a fixed tenure in a temporary tenure vacancy shall not be deemed to be on trial and shall be liable to reversion at any time by the competent authority.

28. Guiding Principles for Promotions:

Standards for Promotion:

(a) An employee shall be considered for promotion in the higher grade in with the provisions of recruitment rules and depending on availability in higher post in the line of promotion.

(b) Standard for promotion laid down for each category o(post will be adhered to by D. P. Committee (where prescribed standards are considered too rigorous to meet practical requirements, these may be revised by Board of Directors.)

(c) Pay on promotion will be fixed in accordance with the principles laid down in the fundamental rules.

(d) Whenever any case for promotion is considered, a Departmental Promotion Committee will be constituted under the orders of the Managing Director/Chairman, which will recommend suitable names to the appointing authority.

(e) Panels prepared by Departmental promotion committee shall remain in the custody of General Manager incharge of Personnel Division, who shall submit the name to the Managing Director, for his formal approval, and promotions shall be made as per these panels. The panels shall remain in force for a period of one year. The appointing

authority may ignore any name for promotion for adequate' reasons to be recorded in writing.

(f) The constitution of the Departmental Promotion Committee shall be as in Annexure-A.

29. Superannuation, Extension of Service and Invalidation:

(i) Every employee shall retire on attaining the age of 58 years. The Board of Directors will at its discretion grant extension in suitable cases in the exigencies of Corporation's work, provided that no extension shall be granted beyond the age of sixty years.

(ii) Notwithstanding anything contained in sub-rule (I) an employee shall, on invalidation by the appropriate medical authority, cease to be in service on account of complete and permanent incapacitation determined in accordance with the relevant rules applicable to Central Govt. Employees from time to time.

30. Scales of Pay:

By and large the Corporation has adopted the various scales of pay as applicable in the Central Government. The scales of pay presently applicable for various categories of posts in the Corporation under non-technical and technical order are given in Annexure-B.

31. Dearness, house rent, Compensatory, Increment, C.P.F. and other allowances:

(i) Unless otherwise stipulated in the term" and conditions of employment, every employee shall be entitled to such allowances and at such rates as are approved by the Board of Directors accordance with the guidelines of the J.P.E. from time to time. The present rate of H. R.A. admissible to the employees of the Corporation is 30% subject to production of receipt for employees in receipt of pay in excess of Rs. 750/- P.M.

(ii) Dearness allowance will be the same as admissible to employees of the corresponding category in the Central Government.

(iii) Contributory provident fund: Every employee of the Corporation shall become a member of the Corporation, C.P.F. from the date on which he became so eligible under the provisions of the Contributory Provident Fund Rules.

32. Charge Allowance:

An employee may be required to hold additional charge of an equivalent or higher post, in addition to his own duties. An employee holding such additional charge for a period

not less than 30 days shall be entitled to a charge allowance equivalent to 20% of the minimum of the pay scale applicable to the post of which he is holding, the charge.

33. Medical facilities:

All the employees shall be entitled to Rs. 200/- per quarter on account of medical facilities. The grant of Medical facilities may be reviewed by the Board from time to time.

34. Overtime Allowance:

The Corporation may grant overtime allowance to its employees belonging to Group 'C' or Group 'D.' who are required to work on Sundays or Holidays or to put in extra hours of work on week days .in connection with the Corporation's work at the rates applicable to Central Govt. employees from time to time.

Provided that no overtime allowance shall be payable to any such employee without the approval of the Managing Director/Chairman.

35. Leave Travel Concession:

Leave travel concession during Earned and Casual leave shall be allowed to employees of the Corporation on the same basis as prescribed by the Government of India from time to time.

36. Tours/Travelling Allowance/Daily Allowance etc.

(i) **Tours:** Any employee shall be liable to be sent on tour under the orders of Management anywhere within or outside the country. No employee shall proceed on tours with. out approval of competent authority.

(ii) **Travelling Allowance:** Reimbursement of the travelling expenses will be admissible only when an employee has to travel on Corporation's business with the permission of the Management beyond the limit as may be prescribed by the Management.

(iii) **Mode of Travel:** Such reimbursement of the travelling expenses shall be claimed by the employee of different categories as per the schedule given below :-

Grade	Basic Salary	Mode of Travel
A	Rs. 1800 and above	By Air or first class in train or by air-conditioned class in train if accommodation in first class is not available; ordinary cabin in steamer and luxury ST.
B	Rs. 1300 to 1799	By first class in train, ordinary cabin in steamer or luxury cabin if ordinary is not available, luxury ST.
C	Rs. 400 to 1299	By first class in train, cabin in steamer, luxury service of ST.
D	Below Rs. 400	Second class by train, Upper deck OD steamer ordinary class by ST.

II. Under special circumstance, the Management may permit any employee to travel by higher class than the one to which he is entitled.

(iv) Shortest/Longest Route: The employee shall make application in the prescribed form for conducting the tours and obtain the approval of the Management before proceeding on tour. The tour programme shall indicate the destination, the dates on which the tours are intended to be conducted and the routes in which the tours shall be conducted. Save exceptional- circumstances, the employee shall adhere to the tour programme sanctioned by the management.

(v) Rules of Daily allowance (within India): (a) The employee shall be entitled to daily allowance while on tour as per the schedule given below for their total absence from HQ. For the purpose of this rule all the state and Union Territories capitals, Divisional Head Quarters of Maharashtra and other State and Steel cities of Durgapur, Tatanagar, Rourkela, Bhilai, Burnapur, Bokaro, Bhadravati will be treated as 'A' Class cities and other places will be deemed to be 'B' Class cities:

SCHEDULE

Basic Salary	Amount of Daily	Allowance
	A Class, Cities	B Class Cities
Rs. 1300 and above	Rs. 60/-	Rs. 35/-
Rs. 400 to Rs. 1299	Rs. 35/-	Rs. 20/-
Below Rs. 400	Rs. 15/-	Rs. 10/-

(b) The daily allowance shall be computed on the total period of absence from the Head Quarters on 24 hour basis or part thereof provided that for absence of less than 12 hours but more than six hours the daily allowance admissible shall be half of the applicable rate.

(c) For the purpose of computation of daily allowance, the duration of the tour shall be deemed to have commenced from the date and time of departure of mode of travel till the date and time of the arrival of the mode of the travel to the Headquarters.

(vi) Reimbursement of actual conveyance charges:

The actual conveyance charges incurred by any employee during the period of tour and also from residence or office to the starting place of any mode of travel shall be reimbursed to the employees as under:-

Employees of "A & B" Grades	Actual fare by public bus or 25 paise per K. M. for journey by Motor Cycle/Scooter, or 60 paise per K. M. for journey by full taxi/own car.
Employees of "C & 0" Grades	Actual fare by public bus, or 25 paise per K. M. for journey by Motor Cycle/Scooter. They will not be eligible for travel by full taxi/own car.

(vii) Advance of T.A.

(a) The employees proceeding on tour with proper sanction of the Management shall be entitled to claim advance against probable expenses to be incurred during the tour.

(b) The employees shall render account for advances so taken within 15 days from the date of return from tour and he shall refund the balance amount, if any, In case the employee who has taken the said advance fails to render the account within the stipulated period he shall be liable to disciplinary action, as may be decided by the Management;

(viii) Rates of daily allowance on foreign tours:

In respect of foreign tour undertaken by the employee duly sanctioned by the Management the rates of daily allowance and special allowance shall be same as allowed in individual case by Reserve Bank of India as prescribed by the Government of India.

(ix) Submission/scrutiny of Traveling allowances claims :

All traveling allowance claims shall be submitted through the General Manager concerned who should scrutinize the claim and the reasonableness of the expenses and should forward the claim for check and payment by the Finance Division.

(x) Travelling allowance no source of profit:

It is a fundamental principle that travelling allowance should not be a source of profit but a reimbursement of expenses. All claims for actual expenses shall be supported by relevant vouchers and receipts. While scrutinising travelling allowance claims this principle should be borne in mind. In cases where it is found or there is a reasonable doubt that the rules are misused to augment the income or false particulars are given in the travelling allowance claim, the person shall be liable to disciplinary action.

(xi) Relaxation of Rules:

The Management may relax the provisions of these rules in individual cases

37. Application of rules, regulations and orders of the Central Government in Certain Circumstances:

All matters, for which specific provision has not been made in these rules shall, as possible and to such extent as may be considered appropriate by the Corporation be regulated in the same manner as in the case of Central Government servants.

38. Leave:

(a) Leave in case of employees on deputation: Employees on deputation from the Central Government or a State Government or any Institution shall continue to be entitled to leave, other than casual leave, under the rules which they would be subject to in their parent department. An employee on deputation to the Central Govt. or a State Govt. or an Institution shall be governed by the Rules and Regulations of the Corporation regarding leave other than casual leave.

(b) Every employee shall be governed in the matter of leave by the provisions contained in Government of India, Central Civil Services (Leave) Rules, 1972 as amended from time to time.

(c) Leave cannot be claimed as a matter of right by any employee. When the exigencies of work so require, the sanctioning authority has the discretion to refuse or revoke, leave of any description. Any employee already on leave may be re-embarked by that authority, if it is in the interest of the work of the Corporation. An employee who is permitted to leave station during leave by the sanctioning Authority shall before proceeding on leave intimate his postal address while on leave and shall inform the said authority of any subsequent change in address during the period of leave. The following kinds of leave will be admissible to the employees in the Corporation: -

(i) Earned leave to be calculated at 1/11 of the duty period in accordance with rules obtainable in Government of India. Earned leave can be accumulated upto \ 80 days at any point of time.

(ii) 12 days casual leave in a year on full pay shall be admissible during a calendar year subject to the restriction that not more than 8 days leave shall be allowed at one time. Casual leave may be granted in conjunction with Sundays or Holidays but cannot be sanctioned in conjunction with any other kind of leave.

(iii) Study Leave: Study leave may be granted to an employee, subject to the exigencies of work of the Corporation, to enable him undergo a special course of study consisting of higher studies or specialised training in a professional or technical subject having direct and close connection with his sphere of duty.

(i) Study leave out of India shall not be granted for the prosecution of studies for which adequate facilities exist in India.

(ii) Study leave shall not ordinarily be granted to an employee who has not completed five years service under the Corporation or who is to retire within three years of the date on which he is expected to return to duty after expiry of the study leave.

(iii) Study leave shall not be granted to an employee with such frequency as to make him lose contact with his regular work.

(iv) The maximum amount of study leave which may be granted to an employee shall not ordinarily exceed twelve months at any one time or two years in the whole period of service.

(v) Study leave may be combined with other kinds of leave but in no case the grant of such leave in combination with leave other than extraordinary leave shall involve total absence of more than twenty eight months from the regular duties of the employees.

(vi) An employee who is granted study leave shall be required to execute a bond prescribed in Annexure-III before the leave commences.

(vii) If any employee resigns or retires from service without returning to duty after a period of study leave or within a period of three years after return to duty, he shall be

required to refund double the amount of leave salary and any other expenses incurred on his account by the Corporation together with interest there on during each leave. Provided that the Corporation may relax this provision where an employee on return to duty from study leave is forced to retire on medical grounds.

(viii) During study leave an employee shall draw leave salary equal to half average pay.

(ix) Study leave shall count as duty for promotion, increment and seniority but not for the purpose of computing any other leave.

(x) Study leave shall be treated as leave on half average pay and shall not be taken into account in reckoning the aggregate amount of leave on half average pay taken by the employee towards the maximum period admissible.

(e) Maternity Leave: A female employee shall be eligible for the grant of maternity, leave on full pay for a period which may extend upto the end of three months from the date of its commencement or to the end of six weeks from the date of confinement whichever is earlier.

39. Authority to grant leave:

1. Managing Director	All kinds of leave to Group 'A' & 'B' officers and study leave in respect of all categories.
2. General Manager	All kinds of leave other than study leave to Group 'c' & 'O' employees under their respective charges, provided the period of leave does not exceed 30 days and no substi is required.
3. General Manager	All kinds of leave other than study leave to all Group 'C & (Personnel) 'D' employees in cases where the period of leave exceed 30 days.
4. Divisional Managers	Casual leave to employees of Groups 'c' and 'D' working in the divisions.

Note :- Record of casual leave will be maintained in the respective Divisions. All applications for the grant of earned leave will be passed on to the Estt / Personnel Division along with the recommendation of the General Manager.

40. Group gratuity cum-life assurance scheme:

All employees of the Corporation will be governed by the 'Rules of Group Gratuity-Cum-life Assurance Scheme as at Annexure-IV.

41. Seniority

The seniority of the employees of this Corporation will be determined in accordance with the general principles for determination of Seniority in Central Services, as given in Annexure-V.

42. Delhi State Industrial Development Corporation Limited Employees Provided Fund Trust Regulations:

The Employees Provident Fund Trust shall be regulated in accordance with the regulations governing the Fund as at Annexure-VI.

43. Code of Conduct and Discipline:

A. General Conduct:

(i) An employee shall, at all times discharge his duties with absolute integrity and devotion. He shall safe-guard and promote at all time the interest of the Corporation. He shall be courteous in his behavior and polite in his dealings.

(ii) An employee shall undertake and perform all the duties in such manner, capacity and place as may be directed by the Management from time to time.

(iii) An employee shall conform and abide by the rules and shall comply with and obey all orders and directives given to him from time to time in furtherance of the interest of the Corporation by any person or persons under whose jurisdiction, superintendence or control he is placed.

(iv) An employee shall always remain loyal to the Corporation and shall make conscientious efforts to preserve and maintain the prestige of the Corporation.

B. Promotion of Corporation's Prestige:

(i) An employee shall preserve, maintain and promote the prestige of the Corporation and try his best for the fulfillment of the objectives of the Corporation.

(ii) An employee shall maintain complete secrecy of all information about the Corporation obtained by him during the course of discharge of his duties. He shall not communicate directly or indirectly or disclose or transfer any paper or documents of the Corporation to any employee of the Corporation or to any person outside to the Corporation or unless so authorised by the Management.

C Punctuality in attendance:

(j) An employee shall be punctual and regular in attendance except in case of unforeseen circumstances.

(ii) An employee habitually attending office late, shall be subject to such penalty as may be prescribed under the rules framed in this behalf.

D. Absence from Head Quarters: No. employee shall remain absent from duty or leave his Headquarters without prior permission of the Management, except under unforeseen circumstances. Where an employee is unable to obtain permission from the Management for remaining absent from duties or leave Head Quarters, he shall seek post facto permission of the Management within 72 hours of his so doing.

E. Influence: No employee shall bring any pressure or influence on any person or authority in the Corporation from within the Corporation or from outside, for his personal benefit in the Corporation.

F. Behaviour: An employee shall always maintain cordial relations with each other and shall strive to maintain decency, decorum and dignity of the Corporation.

G. Joining of Association: No employee shall become member, active or otherwise, of any organisation, association, society, clubs, whose objects are detrimental to the interest of the country or generally against the public morality.

H. General Elections: No employee shall contest for election as a member of Village Panchayat Samity, Zila Parishad, Municipal Council and Municipal Corporation or any State or Central Legislative bodies.

I Demonstration etc.: No employee shall participate in any demonstration, morchas, gheraos and dharna etc. during working hours.

J. Restriction on contribution to Press, Radio, Broadcast:

(i) No employee shall utilise any publicity or communication media for disseminating any information or expressing any opinion, which are likely to adversely affect the image or prestige of the Corporation or its Management or its employees.

(ii) No employee shall express or make any statement or do any act, which will reflect adversely on the relationship between the Government and the Corporation.

(iii) No employee shall, except with the prior permission of the Management own wholly or in part or conduct or participate in editing or managing any newspaper or other periodical publications.

K. Restriction on other employment etc.: No employee shall, except with the permission of the Management, engage directly or indirectly in any trade, vocation, profession, business or undertake any employment gainful or otherwise.

L. Acceptance of subscriptions donations etc.: No employee, without the permission of the Management, shall solicit, collect or accept any subscription, grant-in-aid, donation or any fund or for any other reason from persons, firms, body corporated or any other organizations connected with the Corporation.

M. Acceptance of gifts etc.: No employee except with the sanction of the Management. solicit or accept or permit members of his family to accept any presents either in cash or in kind, from any person, firms, body corporate or organisations connected with the Corporation.

Family for the purpose of this rule shall include self, wife or husband, minor sons and daughters, dependent sons and daughters, dependent parents and dependent brothers. and sisters.

N. Borrowing, speculation in stocks and shares:

(i) No employee shall borrow money except from recognized financial institutions, in any case, the employee shall refrain from borrowing money from any person directly or indirectly associated with the Corporation.

(ii) No employee shall indulge in speculation on the stock exchange provided nothing in rule shall prohibit an employee from making a bonafide investment from his own funds in recognized securities and shares.

O. Indebtedness:

(i) An employee shall always avoid falling in debts and shall conduct his financial affairs so as to ensure solvency at all times.

(ii) An employee failing to keep himself solvent as provided above shall render himself liable for suitable disciplinary action as may be decided by the Management.

P. Acquisition or disposal of property:

(i) No employee, except with the knowledge of the Management, shall acquire or dispose of any-immovable property by way of lease, mortgage, sale, gift or other- wise either in his own name or in the name of any member of his family.

(ii) Every employee shall on his first appointment and thereafter at the interval of every 12 months or at any such time the Management may deem fit shall submit the returns in the prescribed form indicating all immovable property acquired or inherited in his own name or in the name of any member of his family and also submit particulars as

prescribed if any movable property purchased by him during the period exceeding Rs. 3000/- in value.

Q. Bigamous Marriages: No employee shall marry for the second time except after obtaining divorce from the spouse or on death of the spouse.

R. Consumption of alcoholic drinks:

(i) An employee shall observe rules and regulations prescribed by the Government in regards to consumption of intoxicating drinks.

(ii) An employee shall ensure that consumption of alcoholic drink the discharge of his official duties at any time.

(iii) No employee shall consume alcoholic drinks during office hours and shall not be found in the office premises under the influence of alcoholic drinks.

(iv) No employee shall consume or serve any alcoholic drink in premises.

(v) An employee shall desist from excessive alcoholic drinks.

(vi) No employee shall be found under the influence of liquor in any place.

S. Giving of Evidence: No employee shall give evidence before any authorities in respect of matter relating to Corporation without prior approval of the Management.

T. No employee of the Corporation who is on leave, other than leave preparatory to retirement, shall take service or accept any employment, which involves acceptance of remuneration. Employees on leave preparatory to retirement may accept such service or employment after obtaining the sanction of the Management.

44. Misconduct:

The term misconduct shall deem to include the followings:

(i) Wilful insubordination or disobedience, whether or not in combination with or any lawful and reasonable order of his superiors.

(ii) Wilful slowing down in performance of work, whether or others, even arising out of malingering.

(iii) Unwarranted interference with the work of other employees.

(iv) Theft, fraud or dishonesty in connection with the business or property entrusted with the Corporation or the property belonging to any other employees within the premises of the Corporation.

- (v) Taking or giving bribes in cash or in kind.
- (vi) Habitual negligence or neglect of work.
- (vii) Habitual late attendance.
- (viii) Wilful damage or loss to the Corporation's goods or property.
- (ix) Habitual absence without leave or absence without proper authorization for more than 10 days.
- (x) Holding meeting inside the premises without permission of the Management.
- (xi) Wilful act or commission on the part of an employee which is derogatory to the image of the Corporation or its Management.
- (xii) Furnishing at the time of appointment, false or misleading information or willfully suppressing of any information regarding any of the particulars required or called for from the employee.
- (xiii) Abetment of or attempt to commit any of the above acts of misconduct.
- (xiv) Riotous or disorderly behaviour inside or outside the premises of the Corporation, or commissioning of any act subversive or discipline or good behaviour.
- (xv) Breach of any rule or proviso of these regulations or any other rules as may be prescribed from time to time.
- (xvi) Striking work or inciting others to strike work in contravention of any law.
- (xvii) Distribution or exhibition of any handbills, pamphlets or posters in and outside the premises without the sanction of the Management.

45. Penalties:

- (i) Anyone or more of the following penalties may be imposed by the Management on any employee of the Corporation for any of the misconduct (mentioned under rule 44 of the service regulations and subject to such conditions).
 - (a) Censure
 - (b) Stoppage of increment with or without effect on future increments.
 - (c) Fine as may be permissible under existing law, which may be in, force from time to time or loss of pay and allowance for period of suspension.

(d) Reduction to a lower post or grade.

(e) Compulsory retirement.

(f) Dismissal.

(ii) No employee shall be imposed with any punishment mentioned above by any authority subordinate to authority competent to make appointment to the post or such other authority to whom necessary powers are delegated by the Management.

46. Procedure for imposing punishments:

1. The Management may censure, fine or stop the increment without future effect for any of the following acts of misconduct alleged to have been committed by the employee:-

(i) Habitual negligence or neglect of work.

(ii) Habitual late attendance.

(iii) Wilful damage or loss to the Corporation or to the Corporation's goods or property.

(iv) Distribution or exhibition of any handbills, pamphlets or posters in and outside the premises without the sanction of the Management.

(v) Wilful act or omission on the part of any employee, which is derogatory to the image of Corporation or its Management, or its employees.

(vi) Furnishing of wrong information at the time of appointment. Provided, the Management shall obtain an explanation from the employee alleged to have committed any of the aforesaid misconducts prior to awarding the punishment.

Provided further that the Management shall not impose fine on any employee belonging to the rank of officers.

2. The management shall not impose on any employee any penalty other than mentioned in the aforesaid clause for any of the act or acts or omissions constituting in misconduct as provided under clause 44 without communication to the employee the charge or charges in writing and without giving him a reasonable opportunity for defending himself against such charge or charges and/or to show cause against the action proposed to be taken against him.

3. For this purpose; the Management may themselves enquire into the charges, reported against the employee or if it considers necessary may appoint an enquiry committee or enquiry officer for the purpose.

Provided that the Management shall not be required to follow the procedure mentioned in the aforesaid clause for taking suitable disciplinary action against any employee, who has been convicted in any court of law for any criminal offence involving moral turpitude.

Provided further that the Management, if satisfied for reasons to be recorded in writing that it is not reasonably practicable to follow the procedure under this regulation, it may consider the circumstances of the case and the charges reported against the, employee and take such disciplinary action as it deems fit.

4. The Management may prescribe separate rules for the purpose of ensuring speedy and fair conduct of disposal of appeals if any received from any employee against the orders of the Management based on the enquiry.

5. As far as possible the disciplinary enquiry should be completed within six months. Any further extension in the holding of the enquiry will require the approval of the Chairman after recording the reasons thereof in writing.

47. Suspension:

A. The Management may place any employee under suspension pending disciplinary proceedings against him, provided the Management is satisfied the continuance of any employee on duty shall:

- i. Endanger the security and/or interest of Corporation.
- ii. Jeopardize the enquiry proceedings contemplated or pending against the employee.

B. The continuance of an employee on duty shall be deemed to endanger the security and/or interest of the Corporation if :

- i. The employee is reported to have committed an act constituting criminal offence involving moral turpitude.
- ii. If criminal proceedings are pending against an employee in the court of law or are under investigation.

48. Charge Sheet:

(i) The order of suspension shall be communicated to an employee in writing and shall be followed as soon as possible by a charge sheet against the employee unless the services of such employee are terminated under rule 26.

(ii) The Management may direct any employee under suspension while issuing the order of suspension that he shall not leave the Head quarters without express permission of Management during the period of suspension.

49. Subsistence Allowance:

An employee under suspension is entitled to the following payments. :

A subsistence allowance at an amount equal to the leave salary and Dearness Allowance, which the employee would have drawn if he had been on leave on half pay.

Provided that where the period of suspension exceeds 12 months, the Management shall be competent to vary the amount, of subsistence allowance for any period subsequent to the period of the first 12 months as follows :-

i) The amount of subsistence allowance may be increased by a subsistence allowance admissible during the period of the first 12 months if in the opinion of the Management the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee.

ii) The amount of subsistence allowance may be reduced by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of first 12 months, if in the opinion of Management the period of suspension has been prolonged due to reason to be recorded in writing directly attributable to the employee.

iii) No payment under sub-rule (i) above shall be made unless the employee furnishes a certificate every month to the effect that he has not accepted any-private employment or has engaged himself in trade or business during the period in question.

50. Reinstatement:

When an employee placed under suspension is reinstated, the period of his suspension will be regulated as under:

On being fully exonerated of the charge reported against him, the period of suspension suffered by him will be treated as period on duty and he will be entitled for the full pay and allowance admissible to him for such period after reducing subsistence allowance already drawn by him.

In other cases, such portions of his pay and allowance for the period of suspension as may be decided by the Management.

51. Appeals:

(i) Every employee shall be entitled to prefer an appeal hereinafter provided against the order passed by an authority imposing on him any of the penalties specified in Rule 45.

Provided that a probationer shall have no right of appeal against the orders of his discharge.

(ii) In the case of an appeal against an order imposing any penalty specified in rule 45. the appellate authority, shall consider:

a) whether facts on which the order was based have been established;

b) whether facts established afford sufficient ground for taking action; and

c) whether the penalty is excessive or inadequate, and after such consideration shall pass such order as it thinks proper.

(iii) An authority against whose order an appeal is preferred under these rules, shall give effect to any order made by the appellate authority.

(iv) Every employee preferring an appeal shall do so in his own name,

(v) Every appeal referred under these rules shall contain, all material statements and arguments relied by the appellant, shall contain no disrespectful or improper language and shall be complete in itself. A copy of every such appeal shall be submitted to the authority against whose orders the appeal is preferred.

(vi) An appeal not preferred within three months after the date on which the appellant was informed of the order appealed against and no reasonable cause is shown for the delay shall not be entertained: Provided the Management may waive this condition in deserving cases.

(vii) Employees can make a personal representation to the Chairman, Board of Directors through the proper channel.

(viii) Appeals not to be addressed to Directors or State Government:

Appeal shall not be addressed to the Ministers or officers of State Government or to the Directors of Board personally and any such action shall be deemed to be a breach of discipline.

(ix) No appeal shall be against an order passed on an appeal.

52. Liveries:

The scale of uniforms to be supplied to certain employees of the Corporation shall be as in the Table below:

TABLE SHOWING THE SCALE OF UNIFORMS TO BE SUPPLIED TO CERTAIN EMPLOYEES

SI. No.	Categories of staff entitled to receive free uniform	Periodicity of supply	Item
1	Drivers	Every year during April/May	Cotton Uniform a) Two full pants b) Two full shirts with Corporation's Monogram. c) One pee cap
2.	All Group 'D' employees.	-do-	Cotton Uniform a) Two full pants b) Two full shirts
3.	Drivers and all other 'D' Group employees.	Once in two years (Sept. - Oct.)	Woolen Uniform a) One full pant b) One coat full sleeves with Corporation's Monogram.
4.	Drivers and all other Group 'D' employees	Once in two years	a) One umbrella b) One pair of chappals or sandels c) One pair o leather boots.

NB : THE STAFF ENTITLED TO GET UNIFORMS FROM THE CORPORATION SHALL BE ENTITLED TO WASHING ALLOWANCE AT THE RATE OF RS. 3/- PER MONTH

FORM OF SECURITY BOND

Know All Man By These Presents that

I,..... son/daughter/wife/widow of Shri
ordinarily residing at am held and firmly
bound to the Delhi State Industrial Development Corporation (hereinafter referred to as
"the CorporAtion") in the sum of Rs Rupees to be paid in cash
for which payment well and truly to be made. I bind myself, my heirs, executors,
administrator and legal representatives by these presents.

Signed and dated thisday ofone thousand nine
hundred.....

Whereas the above bounden(hereinafter referred to as "the
employee") was on the..... day of.....19 appointed to and now
holds the post of in the Corporation AND WHEREAS the said
..... by virtue of bolding such post is bound to collect or receive
property and money which may come into his/her bands or possession or under his/her
control, and to keep and render true and faithful accounts of his/her dealings there with
AND WHEREAS the employee is bound to keep such property and money in the form
and manner that may from time to time, be laid down by the Corporation, and also to
prepare and submit such returns, accounts and other documents as .may from time to time
be required of him/her.

AND WHEREAS the employee has, in pursuance of Rule of the
Delhi State Industrial Development Corporation (Staff Service) Rules 1978, agreed to
deposit the above mentioned sum of Rs (Rupees) in the foresaid
manner as security for the due and faithful performance by the employee of the duties of
the said post and of any other post requiring security to which he/she may be appointed at
any time and all other duties which may be required of him/her while holding any such
post as aforesaid and for the purpose of securing and indemnifying the Corporation
against all loss, injury, damage, costs or expenses which the Corporation may, in any
way, suffer, sustain or pay, by reason of the misconduct, neglect, over-sight or any other
act or omission of the employee or of any person or persons acting under him/her or for
whom he/she may be responsible.

AND WHEREAS the employee has entered into the above written bond in the sum of Rs
..... (Rupees) conditioned for the due performance by him/her of the
duties of the said port as aforesaid and of other duties pertaining there to which may be
required of him/her and to indemnify the Corporation against loss from or by reason of
the acts or defaults of the employee and of all and, every person aforesaid.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND IS

Such that if the employee has whilst holding the said post as aforesaid, always duly performed and fulfilled the duties of the said post and other duties which may from time to time be required of him/her and shall duly pay to the Corporation as it may direct or to the persons lawfully entitled thereto all such moneys and securities for money and properties which are payable or deliverable to the Corporation or to the persons lawfully entitled thereto and shall come into his/her possession "or control by reason of the said post and shall duly account for and deliver up all moneys, papers and other property which shall come into his/her possession or control by reason, of the said post and the employee his/her heirs, executors, administrators or legal representatives shall pay or cause to be paid to the Corporation the amount of any loss or defalcation within twenty four hours after the amount of such loss and/or defalcation shall have been demanded from the employee by the General Manager & Secretary of Corporation or any other officer duly/authorized in this behalf by the Corporation, such demand to be in writing and left at the office or last known place of residence of the employee and shall also at all times indemnify and save and keep harmless the Corporation from all and every loss, injury, damage, actions, suits, proceeding costs, charges or expenses which have been Of, shall or may at any time or times hereafter during the service or employment of the employee in such post as aforesaid be sustained, incurred, brought, sued or commenced or paid by the Corporation by reason of any act embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience; omission or insolvency of the employee or of any person or persons acting under him/her or for whom he/she may be responsible then the above written bond shall be void and of' no effect otherwise the same shall be and remain in full force and virtue.

PROVIDED ALWAYS and it is hereby declared and agreed that the said sum of Rs..... (Rupees) after delivery and deposit thereof as aforesaid shall be and remain with the Corporation for the time being, as such security, as aforesaid with full power .I to the General Manager & Secretary of the Corporation for the time being as occasion shall require to apply the said sum of Rs..... (Rupees...) or any part thereof, in and towards the indemnity of the Corporation or otherwise as aforesaid.

AND it is hereby further agreed that in the event of the death of the employee or on his/her final termination of the service from the Corporation, or in the event of the employee ceasing to hold any post requiring security the said sum of Rs (Rupees) or so much thereof as shall then remain in deposit and shall not have been applied or appropriated as aforesaid shall be returned on the expiry of six month from the date of death or final termination of service of the employee or of his/her ceasing to hold a post requiring security as the case may be, to his/her legal representatives or to him/her, as the case may be without interest, and this bond shall remain with the Corporation for recovering any loss, injury, damage, costs or expenses that may have been sustained, incurred or paid by the Corporation owing to any act, neglect or default of the employee or any such other person or persons as aforesaid and which may not have been

discovered until after his/her death or the termination of his/her said service, or ceasing to hold any post for which the security was required.

PROVIDED ALWAYS THAT THE RETURN AT any time of the said security shall not be deemed to affect or prejudice the right of the Corporation to take proceedings upon or under this bond against the employee or against his/her heirs, executors, administrators or legal representatives after his/her death, in case any breach of conditions of this bond shall be discovered after return of the said security and the responsibility of the employees, of his/her estate, as the case may be, shall at all times continue, and the Corporation shall be fully indemnified against all such loss or damage as aforesaid at any time.

PROVIDED FURTHER that nothing herein contained nor the security hereby given will be deemed to limit the liability of the employee in respect of matters aforesaid to the forfeiture of the said sum of Rs (Rupees.....) or any part or parts thereof and that should the said sum be insufficient to indemnify the Corporation in full for any loss or damage sustained by it in respect of matter of aforesaid or any of them the employee shall pay to the Corporation on demand such further sum as shall be deemed by the General Manager & Secretary of the Corporation to be necessary, in addition to the said sum of Rs (Rupees) to cover such loss or damage as aforesaid and that the Corporation shall be entitled to recover such further sum payable as aforesaid in any manner open to it.

Signed the above Bounden

On

in the presence of

Signature of witness

Signature

signed for and on behalf of the Corporation by the General Manager & Secretary of the Corporation duly authorized in that behalf in the presence of

Signature of witness

Signature

NOTE: This bond is to be executed at the cost of the Bounden on a non-judicial stamp paper of requisite value according to the schedule of the state in which it is executed.

**ANNEXURE-II
RULE-16**

FORM OF MEDICAL CERTIFICATE

I, do hereby certify that I have examined Shri/Shrimati/Kumari a candidate for employment in the Delhi State Industrial Development Corporation and cannot discover that he/she has any disease (communicable or otherwise) Constitutional weakness or bodily infirmity Except

I consider/do not consider this a disqualification for employment in the Delhi State Industrial Development Corporation. Shri/Shrimati/Kumari 's age according to his/her own statement is years, and by appearance, about years.

(Name & Designation of the Medical Officer)

Signature of the Candidate

(Seal of the Medical Officer)

ANNEXURE-III
RULE-38 (D) (VI)

BOND FOR AN EMPLOYEE PROCEEDING ON STUDY LEAVE KNOW ALL MEN BY THESE PRESENTS THAT WE Shri RESIDENT OF In the district of At present employed as in the DELHI STATE INDUSTRIAL DEVELOPMENT CORPORATION (hereinafter called "the Obligor" and Shri son of resident of(hereinafter called "the surety") do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the said Delhi State Industrial Development Corporation (hereinafter called the Corporation) on demand the sum of Rs..... (Rupees) together with interest thereon from the date of demand at seven and half percent per annum AND TOGETHER WITH All costs as between attorney and client and all charges and expenses that' shall or may have been incurred by the Corporation

Whereas the obligor is granted study leave by the Corporation.

AND WHEREAS for the better protection of the Corporation, the obligor has agreed to execute this bond with such condition as hereunder is written:

AND WHEREAS the said surety has agreed to execute, this bond as surety on behalf of the above bounden Shri

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of the obligor Shri resigning from service without returning to duty after the expiry or termination of the study leave or at any time within a period of three years after his return to duty the obligor and the surety shall for with pay to the Corporation on demand the said sum of Rs. (Rupeesonly) together with interest thereon from the date of demand at seven and a half percent per annum.

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

PROVIDED ALWAYS THAT the liability of the surety hereunder shall not be impaired or discharged by reason of time being granted or by any for bearance, act or omission of the Corporation or any person authorised by it (whether with or without the consent or knowledge of the surety) nor shall it be necessary for the Corporation to sue the obligor before suing the surety Sh for amounts due hereunder.

Signed and dated thisday of on thousand nine hundred and

Signed and delivered by the obligor
above named Shri
in the presence of :

Witnesses 1.
2

Signed and delivered by the surety
above-named Shri in
the presence of Accepted

Witnesses :-1. for and on behalf of the Delhi
2. State Industrial Development Corporation Ltd.

NOTE: This bond is to be executed at the cost of the bounden on a non-judicial stamp paper of requisite value according to the Schedule of the State in which it is executed.

**DELHI STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
RULES OF GROUP GRATUITY CUM LIFE ASSURANCE SCHEME**

SECTION-I

DEFINITIONS ELIGIBILITY & REQUIREMENTS FOR MEMBERSHIP

1. Definitions:

In these Rules, the headings shall not effect the construction and unless repugnant to the subject or context, masculine shall include feminine and the following words and expressions shall have meanings assigned to them as follows:

(i) "The Company/the Employer" shall mean 'Delhi State Industrial Development Corporation and shall include any company, Corporation or association which may, by purchase, amalgamation or otherwise take over in whole or in part the business of the company which shall enter into a Deed, in such form as the Trustee shall require, undertaking to continue the obligations of the Company under these presents and releasing the Company from all further liabilities thereof;

(ii) "The Corporation" shall mean the life Insurance Corporation of India, established under Section 3 of the Life Insurance Act, 1956.

iii) "The Commissioner of Income-Tax" shall mean the person appointed as such under sub-section (i) of section 117 of the Income-Tax Act, 1961 and having jurisdiction over the Fund; -

(iv) "The Trust Deed" shall mean the Trust Deed, executed by the Company and all amendments made thereto from time to time;

(v) "The Fund" shall mean the Gratuity fund as described in the Trust Deed;

(vi) "The Scheme" shall mean the Delhi State Industrial Development Corporation Employees Group Gratuity-Cum-Life Assurance Scheme, described in these Rules;

(vii) "The Rules" shall mean the Rules or the Scheme as set out below and as amended from time to time;

(viii) "The Trustees" shall mean the Trustees for the time being of the Fund;

(ix) "The Employees" shall mean the Employees of the Employer other than apprentices, personal & domestic servants and shall be deemed to include whole time bonafide

working Directors who do not own beneficially shareholding carrying more than 5% voting rights in the Company;

(x) "Eligible Employees" shall mean the person who shall be eligible to benefit by these Rules as more particularly set forth in Rule 3 below;

(xi) "Members" shall mean persons who, as eligible employees, join the Scheme and become entitled to benefits hereunder;

(xii) "Original Members" shall mean Eligible Employees who become members of the Scheme on the Effective Date;

(xiii) "Nominee" shall mean the person nominated by the Members from among the members of his family which for the purpose of the employees covered by payment of Gratuity Act, 1972 shall be deemed to consist of:

(a) in the case of a female member herself, her husband, her children whether married or unmarried, her dependant parents and the dependant parents of her husband-and the widow and children of her predeceased son, if any, and;

(b) in the case of a male member, himself, his wife, his children, whether married or unmarried, his dependant parents and the widow and children of his predeceased son, if any;

NOTE: The employees who are not covered by the payment of Gratuity Act, the "Family" means the employees spouse, legitimate children, step children and dependent parents, sisters and minor brothers.

The employees who do not have a family at the time of making a nomination he may make the nomination in favour of any person or persons.

xiv) "The Policy" shall mean the Master Policy, which incorporates the Assurances effected under these Rules for the benefit of the Members and which Policy shall be held by the Trustees;

(xv) "The Effective Date" in relation to the Scheme shall mean the first day of December, 1975, the date as from which the scheme takes effect;

(xvi) "Annual Renewal Date" in relation to the Scheme shall mean the 1st day of December, 1976 and the 1st day of December in each subsequent years;

xvii) "Entry Date" shall mean (a) in relation to the original members, the Effective Date and (b) in relation to new members admitted to the Scheme after the Effective date, the 1st day of the month which is coincident with or which next follows the date on which they become eligible;

(xviii) "Renewal Date" in relation to the member, shall mean the relevant Annual renewal Date subsequent to the Entry Date;

(xix) "Superannuation Date" shall mean, in respect of the Member, the date on which he attains the age of 58 years, on attainment of which the Member shall vacate the employment;

(xx) "Service" shall mean continuous and uninterrupted service rendered by the Member to the Employer and includes service which is interrupted by sickness, accident, leave, lay-off, strike or lock-out or cessation of work not due to any fault of the Member concerned. For the purpose of calculating the amount of Gratuity a period of 6 months or over shall be reckoned as one year. In the case of a Member who is not in uninterrupted service for one year, he shall be deemed to be in continuous service if he has been actually employed by the Employer during the period for not less than 240 days.

(xxi) "Salary" shall mean all emoluments which are earned by the Member while on duty or on leave, in accordance with the terms and conditions of his employment and which are paid or are payable to him in cash and shall include dearness allowance but shall not include bonus, commission, house rent allowance, over time and any other allowance.

2. The Trustees to Act for the Employer and Members:

The trustees shall act for and on behalf of the Employer and the members and every act done by the Trustee, in consultation with or on instructions of the Employer, in matters where the Employer has discretion under the Rules or is concerned, shall be binding on the Employer and the Members. Every act done by agreement made with and notice given to the Corporation by Trustees, shall be binding on the Employer and the Members.

3. (a) Eligibility :

The employees who satisfy the following conditions shall be eligible to participate in the Scheme; "Employees who, on the Entry Date", are aged not less than 18 years and have been actually employed by the Employer for not less than 240 days.

Employees who are in the Service of the Employer on the Effective Date and satisfy the above conditions shall join the Scheme as from that date. Present Employees who do not satisfy the above condition on the Effective Date and Employees appointed by the Employer after the Effective Date shall join the Scheme on the Entry Date, which is coincident with, or which next follows the date on which they satisfy the said condition.

It shall be a condition of service for future Employees that they must join the Scheme on the Entry coincident with or next following the date on which they become eligible.

(b) No member shall withdraw from the Scheme while he is still an Eligible employee in the Service of the Employer.

4. Evidence of Age:

Evidence of age of every Eligible Employee Satisfactory to the Corporation shall be furnished before he is admitted to the Membership of the Scheme and if the age of the Member be conclusively approved later to have been incorrectly stated in the evidence submitted, shall correspond to the benefits under the Assurance Effected under the Scheme what he would receive had his correct age been stated on the Entry Date. The corporation shall have the right to make such adjustment in the benefits as it may in its absolute discretion decide having regard to the normal practice in this behalf for the time being in force.

5. Evidence of Insurability:

For the purpose of effecting Assurance under Term Assurance Plan in respect of the Member, evidence of insurability Satisfactory to the Corporation will be required prior to each Eligible Employee's entry into the Scheme and on each occasion when an increase in sum assured under the Assurance is to be granted.

If, in the opinion of the Corporation, the evidence submitted is not satisfactory or other special hazards exist, the Corporation may vary the terms of acceptance of the risk in respect of the Member. In case the evidence submitted makes the life of the Member ineligible for insurance on his Entry Date for initial Sum Assured or on any subsequent Renewal Date on which the Member is declared to be uninsurable, the Corporation's decision about the insurability of the employee shall be final binding on the Members and the Trustees.

SECTION II

6. Contributions:

(i) Annual contribution: There shall be duly paid for each Member annually in advance on the Entry Date and Subsequent Annual Renewal Dates, such contributions as are required to secure the Assurances herein after described. The contributions shall be paid through the future service of the Member until his Superannuation Date, unless determined earlier under the Rules.

When the sum assured under the Assurance is changed, the annual contributions payable for the Member shall be appropriately adjusted. The contributions shall be ascertained by the Corporation under the appropriate plans of Assurances.

(ii) Additional Contributions: In addition to the contributions payable under paragraph (i) above, the Employer shall pay to the Trustees contributions of an amount which shall be determined by the Corporation and the Corporation shall require the Employer to pay

these additional contributions to the Trustees for the purpose of the Scheme. The said contributions shall, however, not be paid to the Corporation but shall be held by the Trustees in the Surplus Account or any other Account as the Trustees may deem appropriate. The Trustees shall have absolute and uncontrolled discretion of utilize out of these contributions of the Surplus Account any sum, which together with the benefits under the scheme, may be required to make up the whole of the amount of gratuity due to the Member under the provisions of Appendix-I hereto.

PROVIDED HOWEVER that if the balance to the credit of Surplus Account together with the sum payable under the provisions of the Rules is insufficient to make up the whole of the amount accrued and payable to the Member according to the said Appendix-I, the Employer shall pay to the Trustees such additional contribution as may be required to make up the deficiency in the gratuity payable to the Member.

(iii) SPECIAL CONTRIBUTION; Subject always to any general or specific directions given by the Commissioner of Income-Tax, the employer may pay sums to Trustees by way of special Lump Sum contributions and upon paying such sums shall give instructions to the Trustees as to their allocation for the benefit of all or specified Members of their dependants and the dates as of which the said contributions may be appropriated. The contributions shall be paid by the Employer to secure the benefits vesting absolutely or contingently in the Member in respect of the Members Services prior to the date of his admission to the Membership of the Scheme.

PROVIDED THAT in any case the contributions payable by the Employer in respect of any Member in terms of paragraph (i) and (ii) and (iii) hereof shall not exceed 8- 1 /3% of the salary of the Member for the year in respect of which the contribution is paid.

(iv) The expenses of administration of Fund and the Scheme incurred by the Trustees shall be borne by the Employer, the Employer shall, not claim such expenses as deductible expenses in computing his business profits or losses for the purpose of Income- Tax Assessment.

SECTION III

7. Assurances:

(a) Assurances: Subject to the provisions of Rule 5, appropriate Assurance on the life of each Member under a plan suitably combining one year Renewable Group Term Assurance with pure endowment (with return of premiums) will be effected to secure the benefits as described in section IV below. All Assurances necessary to provide the benefits shall be effected only with the Corporation.

(b) Changes in Assurances: Subject to the Provision of Rule 5, when the Member's salary is changed, the Assurance effected in respect of him will be appropriately adjusted, Such adjustment in assurance shall be effected on the Annual Renewal Date which is

coincident with or which next follows the date on which the change in Salary becomes effective.

(c) Limitation of Assurance: If the contribution payable in respect of the Member under Rule 6 are not sufficient to secure the benefits as described in Section IV below the benefits in respect of the Member shall be reduced to an amount as can be secured by the contributions.

SECTION IV

8. Benefits on Survival to Superannuation date:

Upon a Member's retirement at Superannuation Date, there shall become payable to the Trustees, for the benefit of the Member, an amount equal to 15 days salary as on the Annual Renewal Date last preceding the superannuation Date multiplied by the total number of years of service completed by the member, subject to a maximum 20 months salary or Rs. 30,000/- which ever is less. The Trustees shall pay the benefits to the member in accordance with the Provisions of Appendix (1).

Members who have not rendered 5 years' service. shall not be entitled to any benefits hereunder, The assurances effected in respect of such Members should be surrendered by the Trustees and the Surrender Value credited to Surplus Account.

9. Benefits on death whilst in Service before superannuation date:

In the event of death of the Member before Superannuation Date whilst he is in Service of the Employer, there shall be paid to the Trustees a sum which shall be the total of:

(i) The sum, if any for which the Member's life was insured under Term Assurance on the Date of death, &

(ii) the value of Assurance under Pure Endowment.

The Trustees shall pay to the Nominee the benefits in accordance with the provisions of Appendix-I

10. Benefits on Retirement After Superannuation Date or Death Whilst In Extended Service:

If, with the consent of the Employer, a Member remains in Service after Superannuation Date, No further contributions will be payable in respect of him. The payment of benefits will be deferred until his actual retirement or death during such extended service. Upon the Member's actual retirement or death there shall be paid to the Trustees the sum that would have become payable had the member retired at Superannuation date, together with interest thereon at the rate to be determined by the Corporation on the said date calculated upto the date of his actual retirement or upto the date of death, as the case may

be, and the Trustees shall pay to the member or the nominee, as the case may be, the benefits in accordance with the provision of Appendix-I

11. Retirement Prior to Superannuation Date or Resignation or Disablement Due To Accident or Disease:

If the member retires before the Superannuation Date, the Surrender Value of the Pure Endowment effected in respect of him shall become payable to the Trustees and the Trustees shall pay to the Member the benefits in accordance with the provision of Appendix-I.

Terms Assurance Cover shall cease as from the date the Member ceases to be in Service.

12. Adjustment in the Benefits in Cessation of Service:

(a) Any balance of the value of Assurance remaining over after payment of the Gratuity as ascertained according to provisions of Appendix-I hereto having regard to the total service completed by the Member and the circumstances in which he ceases to be in the Service shall be transferred by the Trustees to the Surplus Account.

(b) If the amount of Gratuity payable to the Member according to the provision of appendix-I hereto exceeds the benefits payable to the Trustees under the Assurance effected, the Trustees shall be entitled to pay the excess due to the Members out of the Surplus Account.

(c) If the funds in the hands of the Trustees in the Surplus Account and the value of the Assurance hereunder are not sufficient to pay the whole of the gratuity payable to the Member under. Appendix-I the Trustees shall utilise the additional Contributions payable in respect of the Member to make up the difference in the amount of gratuity.

(d) If a Member is not entitled to any benefits under the provision of Appendix-I hereto, the Trustees shall surrender the Assurance effected on his life for immediate cash value and the surrender value so realized shall be transferred to the Surplus Account.

13. Surrender Value:

Pure Endowment effected under the Scheme will acquire Surrender Value immediately upon payment of the first year's premium in full. The Surrender value will be calculated accordance with the Rules of the Corporation. One year renewable Term Assurance are not entitled to any surrender value.

SECTION V.

14. Miscellaneous provisions:

The benefits assured under the Scheme are strictly personal and cannot be assigned, in charged or alienated in any way or shall not be liable to attachment in execution of any Civil, Revenue or Criminal Court.

15 Surplus Accounts:

Any additional contributions paid by the Employer under Rule 6 and the value of any of the Assurances in respect of a Member, which do not vest in him for any reason and lapse to the fund, shall be transferred to an account, which shall be called the "Surplus Account".

The Trustees may, at their discretion, utilise the amounts lying to the credit of the Surplus Account in Part or Full payment of contributions payable in any year in respect of all or any of the then current Assurances or to provide additional benefits to all the Members or their beneficiaries.

16. Discontinuance of The Contributions:

(a) In the event of the discontinuance of the contribution to the Scheme, the Trust hereunder shall, however, continue until the assets of the scheme have been distributed as provided in the Trust Deed.

(b) The Pure Endowment Assurances will be converted into paid-up assurances for reduced benefits which will become payable on the Superannuation Date of the Member or the value of Assurance shall become payable on cessation of Service or on the death of the Member.

Alternatively, the Trustees may surrender the Master Policy and realize the I Surrender value thereof.

17. Jurisdiction:

All Assurances issued under the Scheme shall be Indian Contracts. They will be subject to the Laws of India including the Indian insurance Act, 1938, as amended, the Estate Duty Act; 1953 as amended, the Life Insurance Corporation Act, 1956, the Income-Tax Act, 1961, the payment of Gratuity Act, 1972 whichever applicable and to any legislation subsequently introduced. All benefits under the scheme shall be payable only in India. Should anything contained in these rules, or in any amendment made there of be repugnant to any provision or provisions of the Income-Tax Act, 1961, or the Income Tax Rules, 1962 it shall be ineffective to the extent of such repugnance; any such repugnance shall be removed by the Trustees, if so directed by t be Commissioner of Income-Tax. If anything contained in these Rules is in contravention of the Provision of the payment of

Gratuity Act, 1972, or the Rules made there under, the provisions of the said Act and Rules shall prevail.

18. Rates of Premium and Conditions of Assurance:

The rates of premium and conditions under which the Corporation is prepared to arrange the scheme shall be subject to an arrangement between the Trustees and the Corporation. By giving three months written notice, taking effect on and from the next following annual Renewal Date, the conditions of Assurance and rates of premium may be amended from time to time in respect of all Assurances on the lives of the Scheme and additions to Assurances of existing members to be effected on and from the date of expiry of such notice. Assurances existing at the, time of such alterations or alterations shall not be effected in anyway.

By giving three months' notice in writing effective on the next following Annual Renewal Date, the Corporation has the right to terminate the Term Assurance and reissue 'them on such terms and conditions as the Corporation shall decide.

19. Master Policy:

The Corporation will issue a single Master Policy Incorporating all the Assurances effected by the Trustees for the benefit of the existing and new Members of the Scheme.

20. Income-Tax and other Taxes:

(a) In any case where the Trustees or the Corporation are liable to account to the Income-Tax authorities for Income-Tax on any payment made under the Rules, the Corporation or the Trustees shall deduct a sum equivalent to such tax from any such payment made and the Corporation or the Trustees shall not be liable to the Members for the sum so deducttd.

(b) Estate Duty: Where any liability to Estate Duty arises in respect of any benefits, the Trustees shall apply the benefit or part of it in payment of such duty including any interest thereon and deduct the amount so paid from the benefits or may postpone the payment of the benefits until the liability has been provided for, to their satisfaction.

PROVIDED THAT if the Beneficiary satisfies the Trustees that duty 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 manner prescribed by them.

(c) If the Gratuity Fund and Scheme for any reason cease to be approved by the Commissioner of Income-Tax, the Trustees shall nevertheless remain liable to tax any benefits paid to any Member or his Beneficiary.

21 Nomination:

(a) Every Member will be allowed to make a nomination conferring on one or more members of his family the right to receive the benefits in the event of his death before the benefits become payable or having become payable, have not been paid. The nomination shall be made in the Form given in Appendix-II or III as the case may be and shall be delivered to the Trustees.

(b) If a member nominates more than one person, he shall in his nomination, specify the amount or shall be payable to each of the nominees in such manner as to cover the whole of his benefits that may be payable in the event of his death.

(c) Where a member has a family at the time of making a nomination, the nomination shall be in favour of one or more members belonging to his family. Any nomination made by the member in favour of a person not belonging to his family shall be invalid.

(d) If at the time of making a nomination, the member has no family, the nomination may be in favour of any person or persons, but if the Member subsequently acquires the family, such nomination shall forthwith be deemed to be invalid and the member may be allowed to make a fresh nomination in favour of one or more members of his family.

(e) A nomination made by a member may, at any time, be modified by him, after giving a written notice to the Trustees in the manner as prescribed by the payment of gratuity Act, 1972 wherein applicable. If the nominee predeceases the Member, who may thereupon make a fresh nomination in respect of such interest. If the member has not made a nomination, then the benefits shall be paid to his heirs.

(f) A nomination or its modification shall take effect to the extent it is valid on the date on which it is received by the Trustees.

22. Interpretation of Rules:

It shall be a condition of membership of the Scheme that on any question arising on any point of interpretation of these rules or any point relating to admission of new Members and cessation of Membership, the decision of the Trustees shall be final. If the decision has any bearing on the provisions of part C of the fourth Schedule of the Income-Tax Act, 1961 or the Rules made there under, it shall be forthwith reported to the Commissioner of Income-Tax and if the Commissioner of Income-Tax so requires, the Trustees shall review the decision.

APPENDIX-I

CONTINGENCIES ON THE HAPPENING OF WHICH BENEFITS BECOME PAYABLE	BENEFITS
<p>1. After the Member has rendered service of not less than 5 years upon retirement on or after superannuation Date.</p> <p>2. Upon death of the Member whilst in service after Superannuation date or upon the Member becoming disabled due to accident or disease (rendering the employee incapable of performing work which he was capable of performing before the accident or disease resulting in such disablement).</p> <p>3. In the event of the death of the Member before superannuation date whilst in the service of the employer.</p>	<p>15 days' salary of the member as on the date of retirement for each year of service subject to a maximum of 20 months salary or Rs. 30,000 which ever is less.</p> <p>15 day's salary of the Member as on the date of death or disablement for each year of service subject to a maximum of 20 months' salary or Rs. 30,000 whichever is less.</p> <p>(a) In respect of a Member who is declared to be insurable and for whom life cover has been granted:</p> <p>15 days' salary of the member as on the Annual Renewal Date last preceding the date of death for each year of his anticipated service upto the Superannuation Date but for his earlier death subject to a maximum of 20 months salary or Rs. 30,000 whichever is less.</p> <p>PROVIDED THAT the benefits payable hereunder shall not the less than the benefits in paragraph (c) below.</p> <p>NOTE:- "Anticipated Service" shall mean the Service which the Member would have completed had he lived upon his Superannuation Date.</p> <p>(b) in respect of member who is declared to be insurable on the entry date and/or Annual Renewal Date, but uninsurable on subsequent Annual Renewal Dates:</p>

<p>4. After the Member has rendered service for not less than 5 years upon his retirement or resignation from service of the employer, prior to Superannuation Date</p>	<p>i. Sum for which the Members' Life was assured by the Corporation under Term assurance on the date of death of the Member and</p> <p>ii. The value of Assurance under Pure Endowment.</p> <p>PROVIDED THAT the total benefits payable vide (i) and (ii) above shall not be less than the benefits in paragraph (c) below:</p> <p>(c) In respect of a Member who is declared to be uninsurable on the Entry Date and Annual Renewal Dates:</p> <p>15 days' Salary of the Member as on the date of death. for each year of Service upto the date of death, subject to maximum of 20 months' Salary or Rs. 30,000 which ever is less.</p> <p>15 day' salary of the Member as on the date of leaving service for each year of service, subject to a maximum of 20 months' Salary or Rs. 30,000 whichever is less.</p>
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NOTES:

1. Gratuity shall be wholly forfeited In case of termination of service of the Member

- (a) for riotous or disorderly conduct or any other act of violence on his part, or
- (b) for any act which constitutes an offence involving moral turpitude, provided such offence is committed by him in the course of his employment.

2. In case of termination of Service for any act, wilful omission or negligence by the Member causing any damage or loss to or destruction of property belonging to the Employer, gratuity above shall be forfeited to the extent of the damage or loss so caused.

3. All gratuity benefits payable in respect of any Member under the scheme shall be paid only in a lump sum.
4. Salary for the purpose of this Appendix shall mean Salary as defined in Rule I (xxi).
5. Service for the Purpose of this Appendix shall mean service as defined in Rule I (xx).
6. The Gratuity Amount will not exceed Rs. 30,000 in any case.

FORM OF NOMINATION

The Trustees

1. Shri / Smt. / Kum. whose particulars are given in the statement below, hereby nominate the person (s) mentioned below, to receive the gratuity standing to my credit, in the event of my death before that amount has become payable, or having become payable, has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name's) of the nominee(s).

2. I hereby certify that person(s) mentioned is/are a member(s) of my family

3. I hereby declare that I have no family.

4. (a) My father/mother/parents is/are not dependent on me,
(b) My husband's father/mother/parents is/are not dependent on my husband.

5. I have excluded my husband from my family by a notice, dated the... 6. Nomination made herein invalidates my previous nomination.

NOMINEE (S)

Name in full with Full address of Nominee(1)	Relationship with the Member	Age of the Nominee	Proportion . by which / gratuity Will be shared.

STATEMENT

1. Name of Member in Full
2. Sex
3. Religion
4. Whether Married/Unmarried/Widow/Widower
5. Department/Branch
6. Post held with Tickets or Serial No.. if any.
7. Date of appointment
8. Permanent Address.

Village District	Thana State	Sub Division	Post Office

PLACE:

DATED:

Signature/Thumb Impression of the Member

DECLARATION BY WITNESS

Nomination signed/thumb impressed before me:

Name in Full & Full
Address of witnesses
1.
2.

Signature of
Witnesses
1.
2.

PLACE:

DATED:

CERTIFIED BY THE TRUSTEES

Certified that the particulars of the above nomination have been verified and recorded.

DATED:

Signature of the Trustees

ACKNOWLEDGEMENT OF THE MEMBER

Received the duplicate copy of nomination filed by me and duly certified by the Trustees.

DATE:

Signature of the Member

NOTE: Strike out the words/paragraph not applicable.

**TO BE FILLED IN WHERE PAYMENT OF GRATUITY ACT, 1972 IS NOT
APPLICABLE**

APPENDIX-III

FORM OF NOMINATION

Name of Fund: _____ Gratuity Fund: _____

1. Name of Employee _____ Surname _____
(In block letter)

2. Sex _____

3. Religion _____

4. Father's Name _____

5. Husband's Name _____ (for married women only)

6. Marital status _____
(whether unmarried, married, widow or widower)

7. Date of birth Day Month Year

8. Permanent Address:

Village Thana Taluk/Sub Division
Post Office District State

I hereby nominate the person(s) mentioned below to receive the amount of Gratuity in the event of my death before that amount becomes payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said person(s) in the manner shown against their names

Name and address of nominee or nominees	Nominee's relationship with member	Age of	Amount or share of Gratuity to be paid to each nominee**

* I. Certified that I have no family and should I acquire family hereafter the above nomination should be deemed as cancelled.

*2. Certified that my father/mother/sister(s) minor brother(s) is/are dependent upon me.

Dated this day of at

TWO WITNESS TO SIGNATURE

1. (Signature of the member)

2.

Certified that the above declaration has been signed by Shri/Shrimati before me after he/she has read the entries

*the entries have been read over to him/her by

Dated: (Signature of the trustees or any person authorised by the trustees in his behalf.)

* Delete in applicable words.

** This column should be filled in so as to cover the whole of the amount of Gratuity that may be payable in the event of the death.

**GENERAL PRINCIPLES FOR DETERMINATION OF SENIORITY IN THE
CENTRAL SERVICES**

4. Direct Recruits:

Notwithstanding the provisions of para 3 above, the relative seniority of all direct recruits shall be determined by the order of merit in which they are selected for such appointment, on the recommendations of the U.P .S.C. or other selecting authority persons appointed as a result of a subsequent selections.

Provided that where persons recruited initially on a temporary basis are confirmed subsequently in an order different from the order of merit indicated at the time of the appointment seniority shall follow the order of confirmation and not the original order of merit.

5. Promotees:

(i) The relative seniority of persons promoted to the various grade shall be determined in the order of selection for promotion. Provided that where persons promoted initially on a temporary basis are confirmed subsequently in an order different from the order of merit indicated at the time of their promotion, seniority shall follow the order of confirmation and not original order of merit.

(ii) When promotions to a grade are made from more than one grade, the eligible shall be arranged in separate lists in the order of their relative seniority in their respective grades. Thereafter, the department Promotion Committee shall select persons for promotion from each list upto the prescribed quota and arrange all the candidates selected from different lists in a consolidated order of merit, which will determine the seniority of the persons on promotion to the higher grade.

NOTE: If separate quotas for promotion have not already been prescribed in the relevant recruitment rules, the Ministries/Departments may do so now, in consultation with the commission wherever necessary.

6. Relative seniority of Direct Recruits and Promotees :

The relative seniority of direct recruits and of Promotees shall be determined according to the rotation of vacancies between direct recruit and Promotees which shall be based on the quotas of vacancies reserved for direct recruitment and promotion respectively.

EXPLANATORY MEMORANDUM

General Principle 5 (i): Where promotions are made on the basis of selection by a D.P.C- the seniority of such promotees shall be in the order in which they are recommended for such promotion by the Committee. Where promotions are made on the basis of seniority subject to the rejection of the unfit, the seniority of persons considered fit for promotion at the same time shall be the same as the relative seniority in the lower grade from which they are promoted. Where however, a person is considered as unfit for promotion and is superseded by a junior, such person shall not, if he is subsequently found suitable and promoted, take seniority in the higher grade over the junior persons who had superseded him.

General Principles 5 (ii): Illustration: where 75% of the vacancies in the grade of Head Clerk are reserved for promotion from the grade of Upper Division Clerk and 25% from the grade of Storekeeper, the eligible Upper Division Clerks and Storekeeper shall be arranged in separate lists with reference to their relative seniority in these grades. The D.P.C. will make selection of three candidates from the list of U.D.C. and I from the list of Storekeeper. Thereafter the selected persons from each list shall be arranged in a single list in a consolidated order of merit assessed by the D.P.C. which will determine the seniority of the persons on promotion to the higher grade.

General Principles : 6 A roster should be maintained based on the reservation for direct recruitment and promotion in the Recruitment Rules. Where the reservation for each method is 50% the roster will run as follows:

(1) Promotion, (2) Direct Recruitment, (3) Promotion, (4) Direct Recruitment and so on. Appointment should be made In accordance with this roster and seniority determined accordingly.

Illustration: Where 75% of the vacancies are reserved for promotion and 25% for direct recruitment, each direct recruit shall be ranked in seniority below 3 promotees. Where the quotas are 50% each, every direct recruitment shall be ranked below a promotee. If for any reason, a direct recruit or a promotee ceases to hold the appointment in the grade, the seniority list shall not be re-arranged merely for the purpose of ensuring the proportion referred to above.

ANNEXURE-VI

DELHI STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD EMPLOYEES PROVIDENT FUND TRUST REGULATIONS

1. Name:

These regulations shall be called Delhi State Industrial Development Corporation Limited Employees Provident Fund Trust Regulations, They shall come into force with effect from 1st July, 1976.

2. Definition:

In these Regulations, unless there is anything repugnant in the subject or context,

(i) "Corporation" means the Delhi State Industrial Development Corporation Limited.

(ii) "Member" means any person in the service of the Corporation either at the Head Office or elsewhere who has been duly admitted as subscriber to the Delhi State Industrial Development Corporation's Employee's Provident Fund Trust,

(iii) "Trustees" mean the members of the Board of the Fund for the time being as hereinafter provided.

(iv) "Fund" means the Delhi State Industrial Development Corporation Limited Employees' Provident Fund.

(v) "Family" means: -

(a) In the case of male member, his wife, children, whether married or unmarried, dependent parents and the widow or widows and children of his deceased son; provided that if a member proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall no longer be deemed to be a part of her husband's family in matters to which these regulations relate unless the member subsequently intimates by express notice in writing to the Trustees that she shall continue to be so regarded.

(b) In the case of female member her husband, children whether married or unmarried, dependent parents, her husband's dependent parents and the widow or widows and children of deceased son by notice in writing to the Trustees expresses her desire to exclude her husband and his dependent parents from her family, the husband shall henceforth be deemed to be no longer a member of the member's family in matters to which these regulations relate, unless the member subsequently cancels formally in writing any such notice

(vi) "Children" means legitimate children and includes adopted children if under the personal law of the member adoption of a child is legally recognized.

(vii) "Continuous Service" means uninterrupted service and includes service which is interrupted by sickness, accident, authorised leave, strike when it is not illegal, or cessation of work not due to the employee's fault.

(viii) "Employer" means the Delhi State Industrial Development Corporation Limited.

(ix) "Employee" means a person in the employ of the Corporation for wages/salary in any kind of work, manual or otherwise, in or in connection with the work of the Corporation, and who gets his wages/salary directly or indirectly from the Corporation and includes any person employed by or through a contractor in or in connection with the work of the Corporation. '

(x) "Basic wages" means all emoluments which are earned by an employee while on duty or on leave with wages in accordance with the terms of the contract of employment and which are paid or payable in cash to him, but does not include :-

(a) the cash value of any food concession.

(b) any dearness allowances (that is to say, all cash payments by whatever name called paid to an employee on account of a rise in the cost of living), house rent allowance, overtime allowance, bonus, commission or any other similar allowance payable to the employee in respect of his employment or of work done in such employment;

(c) any presents made by the Corporation,

(xi) "Act" means Employees Provident Fund and Family Pension Fund Act, I - 52. All other words and expressions shall have the meanings respectively assigned to them in the Employees Provident Fund & Family Pension Fund Act, 1952 and the scheme framed there under.

3. Constitution of Trust:

The Fund shall, subject to the Rules and Regulations herein contained, constitute an irrecoverable trust for benefit of the members and no moneys belonging to the Fund in hand of the Trustees shall be recoverable by the Corporation under any pretext whatever, nor shall the Corporation have any lien or charge of any description on the same save as herein provided.

4. Board of Trustees:

(i) Subject to the provisions hereinafter contained, the Fund shall vest in and be managed by a Board of Trustees. The Trustees shall have the entire control of the Fund including

making of investments and sale of securities. The costs, charges." and expenses of administering the Fund shall be borne by the Corporation.

(ii) The Trustees may make assignment of the duties and delegate such powers to the Corporation for day to day administration of the Fund as they may consider necessary from time to time.

(iii) The Board of Trustees shall consist of not less than six Trustees consisting of equal number of representatives of employees and the employer. The election of employees' representatives will be held in accordance with procedure approved by Regional Provident Fund Commissioner. One of the Trustees representing the employer shall be nominated by the Corporation to be the Chairman of the Board of Trustees.

(iv) The Trustees will held office for a period of one year from the date of appointment, to be renewed annually thereafter.

(v) Whenever any Trustee is transferred from Head Office, or dies, resigns, or becomes in the opinion of the Corporation unqualified incompetent or incapable of action or ceases to be an employee of the Corporation, any such casual vacancy shall be filled by :-

(a) Holding fresh election in case the vacancy occur in a seat held by a representative of the employees or

(b) By nomination by the employees in the case the vacancy occurs in seat held by the employer's representative.

(vi) At any meeting of the Trustees, three Trustees shall constitute quorum provided that of those present at least one is employer's representative and one is employee's representative. Chairman of Board of Trustees shall have a casting vote in addition to and not instead of his own vote as a Trustee. The decision of majority at any meeting of the Trustees at which a quorum is present shall be final.

5. Investment of Funds:

(i) The Trustees shall cause to establish and maintain in the name of the Fund with the State Bank of India an account which shall be operated in such manner as the Trustees may resolve. All moneys to the credit of such account shall be dealt within accordance with these Rules. Cheques will be signed at least by two Trustees.

(ii) All moneys of the Fund not immediately required for the purpose of the Fund and the interest on the accumulated balances of the contributions shall be invested in accordance with instruction issued by the Government or India from time to time.

6. Membership:

(i) Every employee who is appointed in the service of the Corporation shall be entitled and required to become a member of the Fund from the beginning of the month following that in which he completes six months continuous service or has actually worked for not less than 120 days or has been declared permanent by the Corporation whichever is earlier.

Re-employed Government servants shall also be eligible to become members of the Fund from the date of their re-employment, if the period of re-employment is more than one year. When the term of re-employment is initially for a year or less but is later extended so as to exceed one year, the employer's contribution with interest will be credited only after the completion of one year's re-employed service.

(ii) Employees appointed on contract terms will be entitled to become members of Fund from the date of their appointment.

8 Nominations :

(i) Every member shall send a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the event of his death before that amount has become payable or having become payable has not been paid. The nomination shall be in such form as the Trustees may from time to time prescribe. The nomination should be sent to the Corporation for registration in the books of the Fund. A member may in his nomination, distribute the amount that may stand to his credit in the Fund amongst his nominees at his own discretion, provided that if at the time of making the nomination the member has family, the nomination shall not be in favour of any person or persons other than the member of his family.

(ii) if a member nominates more than one person, he shall specify in the nomination the amount of share payable to each of the nominees.

(iii) A member may any time cancel a nomination by sending a notice in writing to the Corporation provided that the member shall, along with such notice send a fresh nomination made in accordance with the provisions of these regulations.

8. Contributions:

(i) The Corporation shall make in respect of each member, a Contribution to the Fund at the rate of 8 per cent of the basic pay and dearness allowance including cash value of any food concession and retaining allowance, if any, payable to him.

(ii) A member's contribution shall be equal to the contribution payable by the Corporation in respect of him.

(iii) A member may at his option be allowed to contribute upto 15 of his pay plus Dearness allowance but the Corporation's contribution shall remain as under sub Regulation (i) above.

(iv) The contribution of members shall be recovered from their pay bills.

(v) If member is sent on deputation, he shall remain subject to the Regulations in the same manner as if he were not so sent.

(vi) Each contribution shall be calculated to the nearest quarter of a rupee; 12.5 paise or more to be counted as the next higher quarter of a rupee, and less than 12.5 paise being ignored.

9. Transfer of Accumulations:

If a person joining the Corporation was previously employed in another Establishment covered by the Act and if his balance in the Fund there is transferred to the Corporation for credit to his C.P.F. Account he shall be admitted as a member of the Fund from the date of appointment.

10. Interest:

(i) The Corporation shall credit to the account of each member interest at the same rate as is fixed by Government of India for credit to C.P. Fund accounts of its employees from time to time.

(ii) Interest shall be credited on 31st March of each year in the member's accounts in the following manner :-

(a) On the amount at the credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year-interest for twelve months;

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

(c) on all sums credited to the member's account after the 31st March of the preceding year interest from the month of credit upto the 31st March of the current year. In case the cash deposit by a member towards repayment of advance, interest will be allowed from the month following that in which deposit is made.

(iii) The total amount of interest shall be rounded to the nearest rupee; 50 Paise and above being rounded to the next higher rupee and any sum less than 50 paise being ignored.

11. Temporary withdrawals:

(i) The Trustees may allow members to withdraw advance from the fund:

(a) to meet expenses incurred in connection with illness of a member or members of his family or dependent parents; and

(b) to meet expenses in connection with any marriage, funerals, or ceremonies which by the religion of the member it is incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred.

(ii) The withdrawals under this Regulation shall not exceed 3 months Pay and D.A. of the member or total of his own contribution with interest standing to his credit, whichever is less.

(iii) A second withdrawal under this Regulation shall not be allowed until the first withdrawal has been fully repaid.

(iv) Advance drawn under this Regulation shall be repaid in not more than 24 monthly installments. Recovery will commence from the pay of the month following that in which the advance was drawn. In the case of a member who was on leave without pay, recovery will commence from pay of the month following that in which he joined duty on return from leave.

12. Withdrawals for house Building etc.

(i) The Trustees may sanction to a member an advance of an amount not exceeding his twenty for months pay and D.A. or his own total contributions standing to his credit with interest hereon, whichever is less; for purchasing a dwelling house, or a dwelling site or for the construction of a dwelling house.

(ii) No advance under this Regulation shall be sanctioned unless a member has completed seven years' membership of the Fund and his own total contribution with interest thereon standing to his credit in the Fund and is not less than Rs. 1,000/- (iii) Where an advance is sanctioned for the construction of dwelling house the construction shall be completed within six months of the drawl of advance. In the case of purchase of a dwelling house or a dwelling site, the purchase shall be completed within six months of the drawal.

(iv) No second advance shall be admissible to a member under this Regulation.

Iv) The amount withdrawn under this regulation shall be non-refundable.

13. Withdrawal for Payment of Insurance Premia:

(i) (a) Where a member desires that premium due on a policy of Life Insurance taken by him on his own life should be financed from his Provident Fund Account, he may apply in such form and in such manner as may be prescribed by the Commissioner;

(b) On receipt of such application the Commissioner, or, where so authorised by the Commissioner, any other Officer subordinate to him may make payment on behalf of the member to the Life Insurance Corporation of India towards premium due on his policy:

Provided that no such payment shall be made unless the premium is payable half-yearly or yearly.

(c) any payment made under sub-paragraph (b) shall be made out of and debited to the member's own contribution with interest thereon standing to his credit in the Fund.

(d) no payment shall be made under sub-paragraph (b) unless the member's own contribution in his Provident Fund Account with interest thereon is sufficient to pay the premium; and where the payment is to be made on the first prepremium; sufficient to the premium for two year.

(e) no payment shall be made towards a policy unless it is legally assignable by the member to the Central Board;

(f) The Commissioner shall before making payment in respect of existing policies, satisfy himself by reference to the Life Insurance Corporation that no prior assignment to the policy exists and the policy is free from all encumbrances;

(g) on educational endowment policy or marriage endowment policy shall be financed from the Fund, if such policy is due for payment in whole or in part before the member attains the age of 55 years.

(ii) Where a policy of Life Insurance of a member is financed from his Provident Fund Account, the Commissioner may:

(a) Convert the Insurance Policy into a paid-up, one when the credit in his Provident Fund on account of his share becomes inadequate for the payment of any premium;

(b) Pay late fee and interest out of the member's own contribution in his Provident Fund Account, if any premium cannot be remitted to the Life Insurance Corporation in time because of delay in sending to the Commissioner the policy duly assigned to the Central Board or any other reason for which the member or his employer may be responsible,

(iii) (a) The policy shall, within six months of the ,first payment under paragraph (i), be assigned by endorsement thereon, to the Central Board and shall be delivered to the, Commissioner.

(b) Notice of the assignment of the policy shall be given by the member to the life Insurance Corporation and the acknowledgement of the said notice by the Corporation shall be sent to the Commissioner within three months of the date of assignment.

(c) The terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Commissioner to whom the details to the alteration or of the new policy shall be furnished in such form as he may specify:

(d) if the policy is not assigned and delivered as required under sub-paragraph (a) or is assigned otherwise than to the Central Board, or is charged or encumbered or lapses: any amount paid from the Fund in respect of such policy shall, with interest thereon be repaid by the member forthwith to the Fund. In the event of default, the employer shall, on receipt of such directions as may be issued by the Commissioner in this behalf, deduct the amount in lump sum or in such installments as the Commissioner may determine from the emoluments of the member and pay it to the Fund within such time and in such manner as may be specified by the Commissioner. The amount so repaid or recovered shall be credited to the member's account in the Fund.

(iv) So long as the policy remains assigned to the Central Board, any bonus accruing on it may be drawn by the Central Board or where authorised by the Central Board, by the Commissioner, and adjusted against the payment made on behalf of the member under paragraph (i).

(V) (a) Where the accumulations standing to the credit of the member are withdrawn under regulation (19) or when the member repays to the Fund the amounts of premium paid by the Board with interest thereon at the rate provided in regulation 10 the Central Board or where authorised by the Central Board, the Commissioner, shall reassign by endorsement thereon the policy to the member together with a signed notice of reassignment addressed to the Life Insurance Corporation.

(b) if the member dies before the policy has been reassigned under sub-paragraph (a) the Central Board or where authorised by the Central Board, the Commissioner, shall reassign by the endorsement thereon, the policy to the nominee of the member if a valid nomination subsists and if there be no such nominee; to such person as may be legally entitled to receive it together with a signed notice of reassignment addressed to the Life Insurance Corporation.

(vi) If a policy matures or otherwise falls due for payment during the currency of its assignment, the Central Board or, where so authorised by the Central Board, the Commissioner, shall realize the amount assured together with bonus, if any, accrued thereon, place to credit of the member the amount so realized, or the whole of the amount paid from the Fund in respect of the policy with interest thereon, whichever is less, and refund the balance, if any, to the member.

14 Interest on Withdrawals:

(i) In respect of advances which are repaid in not more than 12 monthly installments an additional installment equivalent to 4 per cent of the amount of advance shall be recovered on account of interest and in respect of advance which are repaid in more than 12 monthly installments two such installment each equivalent to 4 per cent of the amount of advance shall be recovered on account of interest.

(ii) Recoveries of interest made under this Regulation shall be credited to the account of the member in the fund and shall be rounded to the nearest rupee.

15. Member's Accounts:

The Fund shall maintain an account of for each member, which will show separately: -

- (a) The amount of the member's contribution and interest thereon; and
- (b) The amount of employer's contribution and interest thereon.

16. Annual Accounts of the Fund:

On or as soon as may be, after 31st March each year, the Trustees shall cause a proper Receipt and Payment Account and a Balance Sheet to be drawn up in the respect of all transactions pertaining to the Fund during the 12 months ended such 31st March. In making up the Balance Sheet the investments will be valued at cost.

17. Audit:

The accounts of the Fund shall be audited yearly by the Headquarter Auditors of the Corporation. The copy of the audited accounts will be forwarded to the Regional Provident Fund Commissioner.

18. Annual Statement of Member Accounts:

(i) For each financial year, the Corporation shall furnish to each member, after the accounts have been audited, a statement of his account showing opening balance at the beginning of the year, contributions during the year, interest credited at the end of year, withdrawals made etc. and balance at the end of year.

(ii) Members should satisfy themselves of the Correctness of annual statement of accounts. If a member does not lodge written objection within six months, his account shall be considered to be correct.

19. Circumstances in Which Accumulations are Payable to a Member:

(i) A member may withdraw the full amount standing to his credit in the Fund :-

(a) On retirement from service of the Corporation;

(b) On leaving the service of the Corporation as a result of permanent and total incapacity for work due to bodily or mental infirmity certified by the Medical Officer appointed by the Corporation;

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

(d) In the case of employees appointed on contract terms, on leaving the service of the Corporation in accordance with their contract of appointment.

(ii) In cases other than those specified in sub-Regulation (i), Trustees may permit a member to withdraw subject to the provisions of Sub-Regulation (iii), the amount standing to the credit in the Fund, if he has not been employed in any establishment to which the Act applies for a continuous period of not less than six months immediately preceding the date on which he makes the application for withdrawal. –

(iii) When a member withdraws any amount under sub-Regulation (ii) the following provisions shall apply, namely: -

(a) 75% of the employer's contribution and interest there on shall be forfeited to the fund if the period of his membership of the fund is less than 3 years;

(b) 50% of the employer's contributions and interest thereon shall be forfeited to the fund if the period of membership is 3 years or more but less than 5 years;

(c) No part of employer's contribution with interest thereon shall be forfeited if the period of membership is five years or more;

(d) any sum forfeited to the fund under this Regulation shall not be returned the employer but shall be credited to the Reserve & Forfeited ACCOUNT of the Fund.

(iv) Where a member leaves the service of Corporation and obtains employment in another establishment to which the Act applies, the entire accumulation standing to his credit in the fund will be transferred to the credit of his provident Fund in the new Establishment if such Establishment is an exempted one.

If the establishment is not exempted the accumulation will be transferred to the Regional Provident Fund Commissioner in whose jurisdiction the Establishment is located.

20. Accumulations of a Deceased Member to Whom payable:

(i) On the death of a member before the amount standing to his credit has become payable or where the amount has become payable before death but is/was not paid before death :-

(a) If a nomination made by the member subsists, the amount standing to his credit in the Fund or that part thereof to which the nomination relates, shall become payable to his nominee or nominees in accordance with such nomination; or

(b) If no nomination subsists or if the nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall become payable to the members of his family in equal shares provided that no share shall be payable to : (1) sons who have attained majority ; (2) sons of a deceased son who have attained majority; (3) married daughters whose husbands are alive; (4) married daughters of a deceased son whose

husbands are alive, if there is any member of the family other than those specified in (1) to (4) above. The widow or widows and the child, children of a deceased son shall receive between them in equal parts only the share which that son would have received, if he had survived the member and had not attained the age of majority at the time of the member's death.

(ii) In any case to which the above provisions of clauses (a) and (b) do not apply whole amount shall be payable to the persons legally entitled to it.

21 Deduction From The Accounts Of Member Dismissed For Serious And Wilful Misconduct:

(i) Notwithstanding any thing contained in these Regulations if a member is dismissed by the Corporation for serious and wilful misconduct, the Trustees shall have the power to forfeit employer's contribution upto a maximum of the employer's contribution for two complete years and that of the period of the urgent year.

(ii) Before exercising the power of forfeiture conferred by sub-Regulation (i) the member concerned shall be called upon by notice in writing to show cause to the Trustees why the forfeiture shall not be made and shall decide the amount of forfeiture after taking into account any representation made by the member.

(iii) A forfeiture made under sub-Regulation (i) may be revived by the Trustee either of its own motion or at the request of the employer or the member.

(iv) Any amount forfeited from the individual account of a member under sub-Regulation (i) shall not be returned to the employer but shall be credited to the Reserve & Forfeiture Account of the Fund.

22. Death Relief Fund

(i) The Trustees shall set up a Death Relief Fund to be created out of the whole or part of money accruing from forfeiture of employer's contribution under these Regulations and profits from investments in the Fund in excess of interest credited to individual-accounts for affording financial assistance to the nominees/heirs of the deceased of members in the manner and to the extent specified in sub-Regulation. (ii)

(ii) If the amount at the credit of a deceased member falls short of Rs. 750/- by any sum, that sum will be paid from the Death Relief Fund to his/her nominee/heir. The amounts standing to the credit of a deceased member will be total of the following amounts namely"

- (a) Amount actually at the credit;
- (b) amount of non-refundable advance if any taken by the member;
- (c) Balance of refundable advance if any taken by the members; and
- (d) Interest accruing on balances.

(iii) Benefit under this Rule will be admissible to the nominees/heirs of only such a deceased member whose pay i.e., basic wages and dearness allowance does not exceed Rs. 503/- at the time of his death. Nominees/heirs of a deceased member who joins the Fund after at the age of 54 years will not be eligible to this benefit.

23. Family Pension:

(i) The family Pension Scheme, 1971 under the Act will apply to:

(a) all employees admitted as Members of the Fund on or after 1st March, 1971.

(b) all those employees who were members of the Fund prior to 1st March, 1971 and have opted for the Family Pension Scheme.

(ii) In respect of members covered by the Family Pension Scheme, from out of contribution of the employer and the members, a part thereof namely 1/6% of the members pay and D.A., from out of contributions of employer as well as of employee shall be transferred to Family Pension Fund maintained by the Government.

(iii) Such employees shall be entitled to benefits in respect of Family Pension and Life Insurance as admissible under the Scheme.

24. Reserve and Forfeiture Account:

(i) The Funds in this account shall be comprised of the followings :

(a) Any sum forfeited to the Fund as per Rule 19 (iii) (d) and 21 (iv),

(b) Any sum remaining after payment of provident fund by postal money order to the members.

(ii) The amount forefeited under this account may be utilized for the following purposes:

(a) adhoc payment of Rs. 30.00 to the heirs of a deceased member as an aid for procuring a succession or a guardianship certificate for getting the provident fund dues if such a certificate is necessary:

(b) payment of a sum to the nominees/heirs of a deceased member provided that .the total amount including the sum proposed to be paid does not exceed Rs. 750/- (the intention is that a sum of Rs. 750/- should be assured of such nominees/heirs.)

(c) For meeting money order commission on remittance from the provident fund to outgoing members/their heirs.

(d) For declaring the rates of interest so that it is .not lower than that fixed under the Employees' Provident Fund Scheme.

(e) Reimbursement of the cost of medical treatment of a member either in part, or in whole if the member was on leave without wages, and did not enjoy any benefit under the Employees' State Insurance Scheme. A member may be given Rs. 40/- per month for the period he is on leave without wages and does not enjoy any benefits under the Employees' State Insurance Scheme subject to the maximum of Rs. 100/- per member at any time;

(f) For making good the capital loss on the conversion of securities and other instruments This should, however be limited to cases of absolute necessity

25. Application of Act and State:

All matters for which these Rules do not specifically provide shall be governed by the provisions of the Act and Scheme framed there under. In case of any doubt the matter shall be referred to the Regional Provident Fund Commissioner whose decision shall be final and binding.

ANNEXURB-A

RULE-12 (d) and RULE-28

The following Committees are hereby constituted to perform the functions of staff selection \ Committee / Departmental Promotion Committee for appointment/promotion to the various categories of posts in the DSIDC as shown against each category:-

Category	Constitution
1. All posts under Group 'A' Category	<ol style="list-style-type: none">1. Chairman2. Managing Director3. Director of Industries, Delhi Admn., Delhi.4. General Manager (Personnel)5. General Manager concerned under whose, charge the post (s) is/are required to be filled.
2. All posts under Group 'B' Category	<ol style="list-style-type: none">1. Managing Director2. General Manager (Personnel)3. General Manager concerned.4. Financial Controller5. Divisional Manager (Personnel)
3. All posts under Group 'C' Category	<ol style="list-style-type: none">1. General Manager (Personnel)2. General Manager concerned.3. Dy. Financial Adviser4. Divisional Manager (Personnel)5. Assistant Manager (Personnel)
4. All posts under Group 'D' Category	<ol style="list-style-type: none">1. Divisional Manager (Personnel)2. Chief Administrative Officer (G. A.)3. Divisional Manager concerned under whose charge post (s) is/are required to be filled.4. Assistant Manager (Personnel)

The Management may also co-opt 2 to 3 members depending on the situation with any of the above Committees from the field of specialization by drawing them from any Govt. Department Public Undertakings or private institution and eminent members from public.

ANNEXURE- B
RULE- 30

DELHI STATE INDUSTRIAL DEVELOPMENT CORPORATION
TIME SCALES OF PAY APPLICABLE
TO THE VARIOUS CATEGORIES OF
POSTS IN THIS CORPORATION.

GROUP-A

Rs. 700-1300 Rs. 700-40-900-EB-40-1100-50-1300
Rs. 900-1400 Rs. 900-40-1100-EB-50-1400
Rs. 1100-1600 Rs. 1100-50-1600
Rs. 1500-1800 Rs. 1500-60-1800
Rs.1800-2250 Rs. 1800-100-2000-125/2-2250
Rs, 2000-2250 Rs. 2000-125/2-2250

GROUP-B

RI.650-960 Rs. 650-30-740-35-880-EB-40-960
Rs.650-1200 Rs. 650-30- 740-35-810-EB-35-880-40-1000-EB-40-1200
Rs 840-1200 Rs. 840-40.1000-EB.40-1200

GROUP-C

Rs.210-290 Rs. 210-4-226-EB-4-250-EB-S-290
Rs.260-350 Rs. 260-6-326-EB-8-3S0
Rs.260-400 Rs. 260-6-290-EB-6-326-8-366-EB-8-390-10-400
Rs.330-560 Rs. 330-10-380-EB-12-600-15-560
Rs.425-700 Rs. 42S-15-560-EB-20-700
Rs.425-800 Rs. 425-15-S00-EB.15-560-20-700-EB-25-800
Rs500-900 Rs. 500-20-700-EB-2S-900
Ri.550-900 Rs 550-25- 7S0-EB-30-900

GROUP-D

Rs.196-232 Rs. 196-3-200-EB-3-232
Rs.210-270 Rs. 210-4-250-EB-5-270