# Service Regulation Rules of FDDI

## 1. Employees (Conduct, Discipline and Appeals) Rules of FDDI

## EMPLOYEES (CONDUCT, DISCIPLINE AND APPEALS) RULES OF FDDI

**1. TITLE:**

These Rules will be called "Employees (Conduct, Discipline and Appeals) Rules of FDDI."

**2. SCOPE:**

These Rules will cover all employees of FDDI including regular employees, contract employees, fixed tenure employees, Consultants and ad-hoc employees.

**3. COMMENCEMENT:**

These Rules will come into force with effect from the date of issue of these Rules.

**4. DEFINITIONS:**

In these Rules, unless the context indicates otherwise:

a) "Act" means The Footwear Design and Development Institute Act, 2017.

b) "Institute" means the Footwear Design and Development Institute (FDDI).

c) "Governing Council" shall have the same meaning as defined in the Act.

d) "Regulations" means the FDDI Service Regulations.

e) "Managing Director" shall have the same meaning as defined in the Act.

f) "Secretary" shall have the same meaning as defined in the Act.

g) "Executive Director" shall have the same meaning as defined in the Act.

h) "Employee" means any person appointed to Service or post in connection with the affairs of the Institute.

i) Government – means the Government of India.

j) Family – In relation to an employee includes;

(i) The spouse of the employee, whether residing with him/her or not but does not include a spouse, separated from the employee by a decree or order of a competent Court;

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

(iii) Any other persons related, whether by blood or marriage to the employee or to such employee's spouse and wholly dependent on such employee.

k) Public servant – means and includes a person as mentioned in section 21 of the Indian Penal Code as amended from time to time.

l) Service – means service in connection with the affair of the Institute.

m) Appointing Authority – in relation to an employee means:

(i) The Authority empowered to make appointment to the category of post which the employee is for the time being a member or to the grade in which the employee is for the time being included; or

(ii) The Authority empowered to make appointment to the grade or post which the employee for the time being holds; or

(iii) The Authority which appointed the employee to such grade or post as the case may be or whichever Authority is the highest authority;

(iv) Where the employee having been a permanent member of any other service or having substantively held any other permanent post, has been in continuous employment of the Institute, and has not been absorbed in the Institute, the Authority which appointed him to that service or to the post.

n) Competent Authority: Unless otherwise specified in these rules, 'Competent Authority' shall mean the Managing Director of the Institute.

## 5. MISCONDUCT

**5.1** Every employee of the Institute shall at all times maintain absolute integrity, maintain devotion to duty, and do nothing which is unbecoming of a public servant. Every employee of the Institute holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his/her control and authority. Failure to observe discipline and to abide by the condition of service and conduct rules, to which he/she is subject to under the Service Regulations, will render an employee liable to disciplinary action. The Appointing Authority of the employee shall be his/her Disciplinary Authority.

**5.2** Without prejudice to the generality of the term' misconduct', the following acts of omissions and commission shall be treated as misconduct: -

1) Theft, fraud or dishonesty in connection with the business or property of the Institute or of property of another person within the premises of the Institute.

2) Taking or giving bribes or any illegal gratification.

3) Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his/her superior.

4) Possession of pecuniary property or resources disproportionate to the known sources of income by the employee or on his/her behalf by another person, which the employee cannot satisfactorily account for.

5) Furnishing false information regarding name, age, father's name, qualifications, ability, or previous service or any other matter germane to the employment at the time of employment or during the course of employment.

6) Acting in a manner prejudicial to the interest of the Institute.

7) Absence without leave or over-staying the sanctioned leave for more than four consecutive days without sufficient grounds or proper satisfactory explanation.

8) Habitual late or irregular attendance and habitual absence from his/her seat with a view to avoid work.

9) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.

10) Riotous or disorderly or indecent behavior during working hours at the Institute or any act subversive of discipline.

11) Damage to any property of the Institute.

12) Interference or tampering with any safety devices installed in or about the premises of the Institute.

13) Drunkenness or riotous or disorderly or indecent behavior in the premises of the Institute or outside such premises where such behavior is related to or connected with the employment.

14) Gambling within the premises of the Institute.

15) Smoking within the premises of the Institute where it is prohibited.

16) Collection of any money without the permission of the competent authority within the premises of the Institute except as sanctioned by any law of the land for the time being in force or rules of the Institute or as sanctioned by the Competent Authority.

17) Sleeping while on duty.

18) Striking work or inciting others to strike work in contravention of the provisions of any law, or rule having the force of law.

19) Commission of any acts subversive of discipline or of good behavior.

20) Absence from the employee's appointed place of work without permission or sufficient cause.

21) Abetment of or attempt at abetment of any act which amounts to misconduct.

22) Purchasing properties, machinery, stores, etc. from or selling properties, machinery, stores etc. to the Institute without express permission in writing from the competent authority.

23) Holding meetings, demonstrations, slogan, shouting, etc. within the premises of the Institute without permission of the Managing Director.

24) Slowing down of work after reporting for duty.

25) Unauthorized use or subletting of the Institute's quarters.

26) Acceptance of gift from subordinate employees.

27) Gherao

28) Picketing within the office premises.

29) Sympathetic strike.

30) Avoiding or refusing to receive official communication.

31) Carrying lethal weapons inside office premises except under any law.

32) Engaging in any private trade or business.

33) Canvassing in support of any business or Insurance agency, commission agency etc. owned or managed by the employee or his/her spouse or any other member of his/ her family.

34) Spreading rumours or giving false information which tends to bring disrepute to the Institute or its employees or spreading panic among them.

35) Occupying or taking possession in an unauthorized manner or refusal to vacate or deliver possession of Institute's quarters or any of its premises, owned or hired when required to do so by the Institute.

36) Refusal to accept a charge sheet or order or any other communication from the Institute or any of its authorized officers.

37) Bringing in or attempting to bring himself/herself or through any other person any outside influence to bear upon any superior authority to further his/her interest in matters pertaining to his/her services in the Institute.

38) Non-submission of Annual Property Return.

39) Commission of any act which amounts to criminal offense involving moral turpitude.

40) Any other act of omission or commission due to which the Institute's property/reputation/working environment is affected or hampered.

***Note: The above Instances of misconduct are illustrative in nature, and not exhaustive.***

**6. EMPLOYMENT OF NEAR RELATIVES OF THE EMPLOYEES OF THE INSTITUTE IN ANY COMPANY OR FIRM ENJOYING PATRONAGE OF THE INSTITUTE.**

(1) No employee shall use his/her official position or influence directly or indirectly to secure employment for any person related, whether by blood or marriage to the employee or to the employee's wife or husband, whether such a person is dependent on the employee or not.

(2) No employee shall, except with the pervious sanction of the Competent Authority, permit his/her son, daughter or any member of the family to accept employment with any company or firm with which he/she has or ever had official dealings or with any company or firm having official dealings with the Institute.

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

(3) No employee shall, in the discharge of his/her official duties, deal with any matter or give or sanction any contract to any company or firm or any other person if any member of his/her family is employed in that company or firm or under that person or if he/she or any member of his/her family is interested in such matter or contract in any other manner and the employee shall refer every such matter or contract to his/her official superior and the matter or the contract shall thereafter be disposed of according to the Instruction of the Competent Authority.

**7. TAKING PART IN POLITICS AND ELECTIONS AND ENGAGING IN SUBVERSIVE ACTIVITIES.**

(1) No employee of the Institute shall be a member of, or be otherwise associated with, any political party or any organization which takes part in politics nor shall he/her take part in, subscribe in aid of, or assist in any other manner, any political movement or activity.

(2) No employee of the Institute shall take part, subscribe in aid of or assist in any other manner any movement or activity which is, or tends directly or indirectly to be, subversive of the Government as by law established. It shall also be his/her duty to endeavor to prevent any member of his/her family from taking part in, or subscribing in aid of or assisting in any other manner, any such movement or activity and where he/she is unable to do so, he/she make a report to that effect to the Managing Director.

(3) If any question arises whether a party is a political party or whether any organization takes part in politics or whether any movement or activity falls within the scope of sub-rule (2), the decision of the Managing Director thereon shall be final.

(4) No employee of the Institute shall canvass or otherwise interfere with, or use his/her influence in connection with or take part in an election to any legislature or local authority.

Provided that:

(i) An employee of the Institute qualified to vote at such election may exercise his/her right to vote, but where he/she does so, he/she shall give no indication of the manner in which he/she proposed to vote or has voted;

(ii) An employee of the Institute shall not be deemed to have contravened the provisions of this sub-rule by reason only that he/she assists in the conduct of an election in the due performance of a duty imposed on him/her by or under any law for the time being in force.

**EXPLANATION**– The display by an employee of the Institute on his/her person, vehicle or residence of any electoral symbol shall amount to using his/her influence in connection with an election within the meaning of this sub-rule.

**8. TAKING PART IN DEMONSTRATIONS**

No employee shall engage himself/herself or participate in a demonstration which involves incitement to an offense.

**9. CONNECTION WITH PRESS OR RADIO OR TELEVISION OR SOCIAL/DIGITAL MEDIA**

(1) No employee shall, except with the previous sanction of the Competent Authority, own wholly or in part, or conduct or participate in the editing or management of a newspaper or other periodical publication.

(2) No employee shall except with the previous sanction of the Competent Authority or in the bonafide discharge of his/her duties, participate in a radio/Television/Social/Digital Media broadcast or contribute any article or write any letter either in his/her own name or anonymously, pseudonymously, or in the name of any other person to any newspaper or periodical or social/digital media. Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

**10. CRITICISM OF GOVERNMENT AND THE ORGANIZATION**

No employee shall in any radio broadcast or in any document or any other media published in his/her own name or anonymously, pseudonymously or in the name of any other person or in any communication to the Press or in any Public utterance, make any statement of fact or opinion: -

(a) Which has the effect of adverse criticism of any policy or action of the Central Government or a State Government or of the Institute or

(b) Which is capable of embarrassing the relations between: -

(i) The Central Government and the Government of any State/Government of any foreign State,

(ii) The Institute and the Central Government or any State Government or Government of any foreign State,

(iii) The Institute and the public.

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

**11. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY**

(1) Save as provided in sub-rule (3) herein, no employee shall, except with the previous sanction of the Competent Authority, give evidence in connection with any inquiry conducted by any person, committee, or authority.

(2) Where any sanction has been accorded under sub-rule (1) above, no employee giving such evidence shall criticize the policy or any action of the Central Government or a State Government, or of the Institute.

(3) Nothing in this rule shall apply to: -

(a) Evidence given at any inquiry before an authority appointed by the Government, Parliament or a State Legislature or any Corporation;

(b) Evidence given in any judicial inquiry, or

(c) Evidence given at any departmental inquiry ordered by authorities subordinate to the Government/Institute.

**12. UNAUTHORIZED COMMUNICATION OF INFORMATION**

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

## 13. GIFTS or DOWRY

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

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

**NOTE:**

(i) An employee shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealing with him/her.

(ii) An employee may accept gifts from his/her near relatives or from his/her personal friends having no official dealings with them, on occasions such as wedding, anniversaries, funerals, or religious functions, when the making of gifts is in conformity with the prevailing religious or social practices, but he shall make a report to the competent authority if the value of the such gift exceeds Rs.10,000/-

(iii) No employee shall accept any gift without the sanction of the competent authority if the value of gift exceeds Rs.2000/- except as in (ii) above.

Provided that when more than one gift has been received from the same person/firm within a period of 12 months, the matter shall be reported to the competent authority if the aggregate value of the gift exceeds Rs.2000/-.

(2) No employee of the Institute shall

(i) Give or take or abet the giving or taking of dowry; or

(ii) Demand, directly or indirectly, from the parents or guardian of a bride or bridegroom, as the case may be, any dowry.

**Explanation**: For the purposes of this Rule "DOWRY" has the same meaning as in the Dowry Prohibition Act 1961 (28) of 1961.

## 14. PUBLIC DEMONSTRATIONS IN HONOUR OF INSTITUTE'S EMPLOYEES

No employee shall, except with the previous sanction of the Competent Authority, receive any complementary or valedictory address or accept any testimonial or attend any meeting or entertainment held in his/her honor, or in honor of any other employee. Provided that nothing in this rule shall apply to:

(1) A farewell entertainment of a substantially private and informal character held in honor of an employee or any other employee on the occasion of his/her retirement or transfer or leaving the service of Institute, or

(2) The acceptance of simple and inexpensive entertainment arranged by public bodies or institutions.

**NOTE**: Exercise of pressure or influence of any sort on any employee, to induce him/her to subscribe towards any farewell entertainment even if it is of a substantially private or informal character, is forbidden.

**15. PRIVATE TRADE OR EMPLOYMENT**

(1) No employee shall, except with the previous sanction of the Competent Authority, engage directly or indirectly in any trade or business or undertake any other employment;

Provided that an employee may, without such sanction, undertake honorary work of a social or charitable nature or occasional work of a literary, academic, artistic or scientific character, subject to the condition that his/her official duties do not thereby suffer.

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

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

(3) No employee shall without the previous sanction of the Competent Authority, except in the discharge of his/her official duties take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 1956 (1 of 1956) or other law for the time being in force or any co-operative society for commercial purposes;

Provided that an employee may take part in the registration, promotion or management of a Consumer/House Building Co-operative Society, substantially for the benefit of employees of the Institute, registered under the Co-operative Society Act, 1912 (2 of 1912) of any other law for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860), or any corresponding law in force.

(4) No employee may accept any fee or any pecuniary advantage for any work done by him/her for any public body or any private person without sanction of the Competent Authority.

(5) A retired employee should give intimation to Institute, if he/she takes up any commercial employment within two years of their retirement specifying inter-alia whether or not they have had any official dealing while in service, with the private employer, with whom they are taking up commercial employment.

**Note**: 'Commercial employment' means employment in any capacity including that of an agent under a company, co-operative society, firm or individual engaged in trading, commercial, industrial, financial or professional business and includes also a directorship of such company and a partnership of such firm, but does not include employment under a body corporate wholly or substantially owned or controlled by the Central Government or a State Government. It also includes setting up practice either independently or as a partner of a firm, as adviser or consultant in matters in respect of which the retired employee –

i. Has no professional qualifications and the matters in respect of which the practice is to be set up or is carried on are relatable to his/her official knowledge or experience, or

ii. Has professional qualifications but the matters in respect of which such practice is to be set up are such as are likely to give his/her client an unfair advantage by reason of his/her previous official position, or has to undertake work involving liaison or contact with the offices or officers of the Government or the Institute.

iii. Retirement- means retirement on Superannuation/Voluntary Retirement/ resignation/Compulsory Retirement (both as a result of disciplinary action and under clause 12 of Service Regulation of FDDI) and termination.

**16. INVESTMENT, LENDING AND BORROWING**

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

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

(2) No employee shall make, or permit any member of his/her family or any person acting on his/her behalf to make any investment which is likely to embarrass or influence the discharge of his/her official duties.

(3) If any question arises whether any transaction is of the nature referred to in sub rule (1) or (2), the decision of the Competent Authority thereon shall be final.

(4) No employee shall, save in the ordinary courses of business with a bank or financial institutions, either himself/herself or through any member of his/her family or any other person acting on his/her behalf;

(a) Lend or borrow or deposit money as a principal or an agent, to/or from or with any person or firm or company with whom he/she is likely to have official dealing or otherwise place himself/herself under any pecuniary obligation to such person or company; or

(b) Lend money to any person at interest or in a manner whereby returning money or in kind is charges or paid;

Provided that an employee may give to or accept from a relative or a personal friend a purely temporary loan of a small amount, free of interest, or operate a credit amount with a bona-fide tradesman.

Provided further that nothing contained in this sub-rule shall apply in respect of any transaction entered into by an employee with the prior sanction of the Competent Authority.

(5) When an employee is appointed or transferred to a post of such nature as would involve him in the breach of any of the provisions of these rules, he/she shall forthwith report the circumstances to the Competent Authority and shall thereafter act in accordance with such order as may be made by such authority.

**17. INSOLVENCY AND HABITUAL INDEBTEDNESS**

(1) An employee shall avoid habitual indebtedness unless he/she proves that such indebtedness or insolvency is the result of circumstances beyond his/her control and does not proceed from extravagance or dissipation.

(2) An employee who applies to be, or is adjusted or declared insolvent shall forthwith report the fact to the Competent Authority.

**18. MOVABLE, IMMOVABLE AND VALUABLE PROPERTY**

(1) No employee shall, except with the previous knowledge of the Competent Authority, acquire, or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise either in his/her own name or in the name of any member of his/her family. The construction of a house or any addition to the immovable property shall, however, require prior sanction of the Appointing Authority.

(2) No employee shall, except with the previous sanction of the Competent Authority, enter into any transaction concerning any immovable or a movable property with a person or a firm having official dealings with the employee or his/her subordinates.

(3) Every employee shall report to the Competent Authority any transaction in movable property either in his/her own name or in the name of any member of

his/her family within one month of such transaction, if the value of such property exceeds Rs.40,000/-

***Explanation no. I.***

The term "every transaction concerning movable property owned or held by him" includes all transactions of sale or purchase.

For purposes of this sub-rule, the definition of movable property would include: -

(a) Jewelry, insurance, policies the annual premia of which exceeds Rs.2500/- or one-sixth of the total annual emoluments received from the Company whichever is less, shares, securities and debentures;
(b) Loans advanced by such employee whether secured or not;
(c) Motor cars, motor cycles, or any other means of conveyance; and
(d) Refrigerators, radios (radiograms and television sets), mobile phones or any other electronic devices.

***Explanation No. II***

Transaction entered into by the spouse or any other member of family of an employee of the Institute out of his/her or her own funds (including stridhan, gifts, inheritance etc.) as distinct from the funds of the employee of the Institute himself/herself, in his/her or her own name and in his/her or her own right would not attract the provision of the above sub-rules.

(4) (A) Every employee shall as on the 1st September 2018 or on first appointment in the Institute, whichever is later, submit a return of assets and liabilities in the prescribed form giving the particulars regarding: -

(a) The immovable property, property inherited by him/her or owned or acquired by him/her or held by him/her on lease or mortgage, either in his/her own name or in the name of any member of his/her family or in the name of any other person;

(b) Shares, debentures, and cash including bank deposits inherited by him/her or otherwise owned, acquired or held by him/her either in his/her own name or in the name of any member of his/her family or in the name of any other person;

(c) Other movable property inherited by him/her or otherwise owned, acquired or held by him/her, either in his/her own name or in the name of any member of his/her family or in the name of any other person, if the value of such property exceeds Rs.10,000/-.

(d) Debts and other liabilities, incurred by him directly or indirectly;

(B) Every employee shall by 31st January of every year, submit a return of immovable property inherited/owned/acquired as on 31st December of the previous year in the prescribed form.

(5) The Competent Authority may, at any time, by general or special order require an employee to submit, within a period specified in the order, a full and complete statement of such movable or immovable property held or acquired by him/her or on his/her behalf or by any member of his/her families may be specified in the order. Such statement shall, if so required by the Competent Authority, include details of the means by which or the source from which such property was acquired.

(6) Notwithstanding anything contained in sub-rule (2) above, no employee shall, except with the previous sanction of the Competent Authority;

(a) Acquire, by purchase, mortgage, lease, gift or otherwise, either in his/her own name or in the name of any member of his/her family any immovable property situated outside India;

(b) Dispose of, by sale, mortgage, gift or otherwise grant any lease in respect of any immovable property situated outside India which was acquired or is held by him/her either in his/her own name or in the name of any member of his/her family.

(c) Enter into any transaction with any foreigner, foreign Government/foreign organization or concern:

(i) For the acquisition, by purchase, mortgage lease, gift or otherwise, either in his/her own name or in the name of any member of his/her family, of any immovable property.

(ii) For the disposal of by sale, mortgage, gift or otherwise, or the grant of any lease in respect of any immovable property which was acquired or is held by him/her either in his/her own name. or in the name of any member of his/her family.

## 19. CONVASSING OF NON OFFICIAL OR OTHER INFLUENCE

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

## 20. BIGAMOUS MARRIAGES

(1) No employee shall enter into, or a contract, a marriage with a person having a spouse living; and

(2) No employee, having a spouse living shall enter into, or contract, a marriage with any person; Provided that the Governing Council may permit an employee to enter into, or contract, any such marriage as is referred to in clause (1) or clause (2), if it is satisfied that: -

(a) Such marriage is permissible under the personal law applicable to such employee and the other party to marriage; and

(b) There are other grounds for so doing.

## 21. ADOPTION OF SMALL FAMILY BY INSTITUTE'S EMPLOYEES

Every employee shall as far as practicable adhere to two child norms.

## 22. CONSUMPTION OF INTOXICATING DRINKS AND DRUGS:

An employee shall:

(1) Strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he/she may happen to be for the time being;

(2) Not be under the influence of any intoxicating drinks during the course of his/her duties and shall also take due care that the performance of his/her duties at any time is not affected in any way by the influence of such drinks or drug.

(3) Not appear in a public place in a state of intoxication;

(4) Not use in excess any intoxicating drug or drinks.

## 23. PENALTIES:

The following penalties may be imposed to an employee, as hereinafter provided, for misconduct committed by him/her and for any other good and sufficient reasons: -

**(i) Minor Penalties: -**

(a) Censure;

(b) Recovery from an officer's pay of the whole or part of any loss caused to the Institute on account of his/her negligence, default or breach of any regulations or orders of the Institute;

(c) Withholding of increments(s) of pay, with or without cumulative effect, for period to be specified by the Disciplinary Authority;

(d) Withholding of promotions;

(e) Reduction to a lower stage in the same scale of pay, with or without cumulative effect, for a period to be specified by the Disciplinary Authority, and not adversely affecting his/her terminal benefits;

(f) Provided further that in any exceptional case and for special reasons recorded in writing any other minor penalty may be imposed.

**(ii) Major Penalties:**

(a) Reduction of a lower Scale of pay or post;

(b) Compulsory Retirement;

(c) Removal from service which shall not be a disqualification for future employment under the Government or a Corporation/Company/ Institute owned or controlled by the Govt.;

(d) Dismissal from service which shall ordinarily be a disqualification for future employment under the Government or a Corporation/ Company / Institute owned or controlled by the Govt.;

Provide that, in every case in which the charge of possession of assets disproportionate to known sources of income or the charge of acceptance from any person of any gratification, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, is established, the penalty mentioned in clause (c) or (d) shall be imposed.

(e) Provided further that in any exceptional case and for special reasons recorded in writing any other penalty may be imposed.

**Note**: Whenever the Disciplinary Authority comes to the conclusion that the punishment of reduction to a lower stage in the same scale of pay or reduction to lower scale of pay is warranted for a proven misconduct and passes order accordingly, the pay which the concerned employee would draw on such reduction in the same scale of pay or in lower scale of pay should be invariably indicated in the order imposing the penalty on the concerned employee so that the orders are clear and unambiguous.

**Explanation**: The following shall not amount to penalty within the meaning of this rule:

i) Withholding of increment of an employee on account of his/her work being found unsatisfactory or not being of the required standard or for failure to pass prescribed test or examination.

ii) Non-promotion of an officer whether in a substantive or officiating capacity after consideration of his/her case to a grade or post for promotion to which he/she is eligible;

iii) Reversion of an officer officiating in a higher grade or post to a lower grade or post on the ground that he/she is considered to be unsuitable for such higher grade or post or on any administrative ground unconnected with his/her conduct;

iv) Reversion of an officer on probation in any grade or post to his/her previous grade or post or during or at the end of the period of probation in accordance with the terms of his/her appointment or the rules and orders governing such probation;

v) **Termination of the services**:
   i) of an officer who is on probation during or at the end of the period of his/her probation in accordance with the terms of his/her appointment or the rules and orders governing such probation; or
   ii) of a temporary employee in accordance with the provisions of his/her appointment; or
   iii) of an employee employed under a contract/fixed term in accordance with the terms of such contract; or
   iv) of an employee as a result of premature retirement or premature termination of the contract.

vi) Ordinarily, the order of compulsory retirement made in accordance of the Rule 12 of the Service Regulation of the Institute shall not amount to penalty.

**24. SUSPENSION** :

Where a disciplinary proceeding against an employee is contemplated or is pending or where criminal proceedings against him/her in respect of any offence are under investigation or trial or the official is engaged in activities prejudicial to the interest of the institute or of the state, and the disciplinary authorities are satisfied, that it is necessary or desirable to place the employee under suspension, he/she may, by order in writing, be suspended by the Disciplinary Authority with effect from such date as may be specified in that order. A statement setting out in detail the reasons for such suspension will also be recorded.

**24.1 Deemed suspension**: An employee has been deemed to have been suspended:

(1) If he/she remains in police custody exceeding 48 hours, the employees shall be deemed to be under suspension from the date of commencement of the police custody.

(2) If he/she is convicted for an offence and sentenced to imprisonment for a period exceeding 48 hours and is not forthwith dismissed, removed or compulsorily retired, the employee shall be deemed to be under suspension from the effective date of imprisonment consequent to the conviction.

(3) When a penalty of dismissal, removal or compulsory retirement, imposed on an employee under suspension, is set aside on appeal and the case is remitted for further inquiry or action, the order of his/her suspension shall be deemed to have continued in force from the date of original order of dismissal, removal or compulsory retirement.

(4) When a penalty of dismissal, removal or compulsory retirement, imposed on an employee under suspension, is set aside by a Court of law and the Disciplinary Authority decides to hold further inquiry in the same case, the employee shall be deemed to have been placed under suspension from the date of original order of dismissal, removal or compulsory retirement.

Provided that no such further inquiry shall be ordered unless it is intended to meet a situation where the court has passed an order purely on technical grounds without going into the merits of the case.

(5) In cases of deemed suspension, the Disciplinary Authority shall issue a formal order of suspension as soon as the facts come to his/her notice making the order effective from the deemed date of suspension as above.

**24.2 Review of Suspension:**

(1) An order of suspension shall be reviewed by the Disciplinary Authority before the expiry of 90 days from the date of suspension. In consequence to undertaking this exercise of review, suspension order can be extended or revoked. If it is decided to extend the suspension order, such an order of suspension is to be reviewed before the expiry of extended period of suspension. Extension in one go can be for a period of upto 180 days at a time.

(2) The Disciplinary Authority shall review the suspension well in time. The Disciplinary Authority may constitute a committee which shall give its recommendations whether to extend or to revoke the suspension.

(3) Review Committee may take a view regarding revocation/ continuation of suspension keeping in view of the facts and circumstances of the case and also taking into account that unduly long suspension while keeping the employee in hardship, involve payment of subsistence allowance without the employee performing any useful service to the Institute and make its recommendation.

(4) No such review of suspension shall be necessary in case of deemed suspension of an employee who continues under detention at the time of completion of 90 days of suspension. 90 days of period of review in such cases shall count from the date of release of the employee from detention or the date on which the fact of his/her release from detention is intimated to his/her appointing authority whichever is later.

**24.3 Treatment of the period of suspension:**

**24.3.1.** When the employee under suspension is reinstated, the Disciplinary Authority may grant to him/her the following pay and allowances for the period of suspension: -

(a) if the employee is exonerated and not awarded any of the penalties mentioned in rule 23 above, the full pay and allowances which he/she would have been entitled to if he/she had not been suspended, less the subsistence allowances already paid to him/her; or

(b) If on the conclusion of the inquiry or, as the case may be, of the proceedings, the employee has been found guilty of all or any of the charges framed against him/her and the Disciplinary Authority passes an order imposing penalty, the employee shall be entitled to only those emoluments paid to him/her for such period of suspension.

(c) In a court case, if the employee is placed on probation or let off on benefit of doubt by the court, the employee is placed on probation or let off on benefit of doubt by the court, the employee shall be entitled to only those emoluments paid to him/her for such period of suspension.

**24.3.2.** In a case falling under sub-clause

24.3.1.(a) the period of absence from duties will be treated as a period spent on duty. In a case falling under sub-clause

24.3.1.(b) the period of absence from duty will not be treated as period spent on duty unless the Disciplinary Authority so directs. In a case falling under sub-clause

24.3.1.(c) the period of absence from duty will not be treated as period spent on duty.

**24.3.3.** The suspension period shall not be regularized till disciplinary proceedings are finalized.

**24.4 Service conditions during the period of Suspension:** All other service conditions remain applicable to the employee except the following:

a) An employee under suspension cannot be promoted. However, he/she will be called for selection (written test and viva). His/her result will be kept in a sealed cover and a provisional panel will be published. He/she will be considered for promotion after finalization of Disciplinary proceedings.

b) An employee placed under suspension shall not be allowed to take up any employment during his/her period of suspension. Further request for forwarding of application for employment to other organizations, for deputation in other organizations etc. shall not be entertained during the period of suspension.

c) During the period of suspension, resignation of an employee shall not be accepted normally. But if it considered in the interest of the Institute, it may be accepted by the Managing Director.

d) Travelling Allowance shall be admissible during the period of suspension only if inquiry is held at an outstation.

e) Leave is not admissible during the period of suspension. However, employee under suspension may be allowed to leave station with prior approval of Disciplinary Authority in emergent cases. But permission for leaving station in such cases will not tantamount to sanctioning leave.

**24.5 Subsistence Allowance during Suspension**: An employee who is placed under suspension under Rule 24 above shall, during the period of such suspension, be paid a subsistence allowance at the following rate namely:

a. Where the departmental inquiry contemplated or pending, the subsistence allowance shall, for the first ninety (90) days from the date of suspension, be equal to one half (1/2) of the basic, dearness allowance and other allowances to which the employee would have been entitled if he/she was on leave with pay. If the departmental inquiry gets prolonged and the employee continued to be under suspension for a period exceeding ninety (90) days, the subsistence allowance shall for such period be equal to three-fourths (3/4) of such basic, dearness allowance and other allowances. Provided that where such inquiry is prolonged beyond a period of ninety (90) days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding ninety (90) days, be reduced to one fourth (1/4) of such basic, dearness allowance and other allowances.

b. Where the inquiry is by an outside agency, or as the case may be, where criminal proceedings against an employee are under investigation or trial, the subsistence allowance shall, for the first one hundred and eighty (180) days from the date of suspension, be equal to one-half (1/2) of his/her basic, dearness allowance and other allowances to which the employee would have been entitled to if he/she was on leave. If such inquiry or criminal proceedings get prolonged and the employee continued to be under suspension for a period exceeding one hundred and eighty (180) days, the subsistence allowance shall for such period be equal to three-fourth (3/4) of such wages. Provided that where such inquiry or criminal proceeding is prolonged beyond a period of one hundred and eighty (180) days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding one hundred and eighty (180) days, be reduced to one-fourth (1/4) of such wages.

**25. Procedure for imposing Major Penalty**

**25.1** No order imposing any of the major penalties under Rule 23 (ii) shall be made except after an inquiry is held in accordance with this Rule.

**25.2** Whenever the Disciplinary Authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehavior against an employee, it may itself inquire into or appoint any public servant whether serving or retired hereinafter called an 'Inquiring Officer' to inquire into the truth thereof.

**25.3** Where it is proposed to hold an inquiry, the Disciplinary Authority shall frame definite charges on the basis of the allegations against the employee. The charges, together with a statement of the allegations, on which they are based, a list of documents by which and a list of witnesses by whom, the articles of charge are proposed to be sustained, shall be communicated in writing to the employee. The employee shall be required to submit within such time as may be specified by the Disciplinary Authority (not exceeding 15 days) a written statement whether he admits or denies any of or all the Articles of Charges.

***Explanation:*** It will not be necessary to show the documents listed with the charge-sheet or any other documents to the employee at this stage.

**25.4** On receipt of the written statement of the employee, or if no such statement is received within the time specified, an inquiry may be held by the Disciplinary Authority itself, or by any other public servant appointed as an Inquiring Officer under sub-clause 25.2.

Provided that it may not be necessary to hold an inquiry in respect of the charges admitted by the employee in his/her written statement. The Disciplinary Authority shall, however, record its findings on each such charge.

**25.5** Where the Disciplinary Authority itself inquires or appoints an Inquiring Officer for holding an inquiry, it may, by an order appoint a public servant or a nominee of CBI (only in respect of cases investigated by CBI) to be known as the "Presenting Officer" to present on its behalf the case in support of the articles of charge.

**25.6** The employee may take the assistance of another public servant/employee to present his/her case, to be known as the Defense Assistant", but may not engage a legal practitioner for the purpose unless the person nominated by the Disciplinary Authority is a legal practitioner or unless the Disciplinary Authority having regard to the circumstance of the case, so permits.

**25.7** On the date fixed by the Inquiring Officer, the employee shall appear before the Inquiring Officer at the time, place and date specified in the notice. The Inquiring Officer shall ask the employee whether he/she pleads guilty or has any defense to make and if he/she pleads guilty to any of the articles of charge, the Inquiring officer shall record the plea, sign the record and obtain the signature of the employee concerned thereon. The Inquiring Officer shall return a finding of guilt in respect of those articles of charge to which the employee concerned pleads guilty.

**25.8** If the employee does not plead guilty, the Inquiring Officer shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may, for the purpose of preparing his/her defense:

i. Inspect the documents listed with the charge-sheet;
ii. Submit a list of additional documents and witnesses that he/she wants to examine; and
iii. Be supplied with the copies of the statements of witnesses if any, listed in the charge-sheet.

***Note**: Relevance of the additional document and the witnesses referred to in sub-clause 25.8(ii) above will have to be given by the employee concerned and the documents and the witnesses shall be summoned if the Inquiring Officer is satisfied about their relevance to the charges under inquiry.*

1. *The Inquiring Officer shall ask the authority in whose custody or possession the documents are kept, for the production of the documents on such date as may be specified.*
2. *The authority in whose custody or possession the requisitioned documents are, shall arrange to produce the same before the Inquiring Officer on the date, place and time specified in the requisition notice. Provided that the authority having the custody or possession of the requisitioned documents may claim privilege if the production of such documents will be against the public interest or the interest of the Institute. In that event, it shall inform the Inquiring Officer accordingly.*

**25.9** On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charges are proposed to be proved shall be produced by or on behalf of the Disciplinary Authority. The witnesses shall be examined by the Presenting Officer and may be cross examined by or on behalf of the employee. The Presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross-examined, but not on a new matter, without the leave of the Inquiring Officer. The inquiring Officer may also put such questions to the witnesses as it thinks fit.

**25.10** Before the close of the prosecution case, the Inquiring Officer may, in its discretion, allow the Presenting officer to produce evidence not included in the charge-sheet or may itself call for new evidence or recall or re-examine any witness. In such case, the employee shall be given opportunity to inspect the documentary evidence before it is taken on record; or to cross-examine a witness, who has been so summoned.

**25.11** When the case for the Disciplinary Authority is closed, the charged employee may be required to state his/her defense, orally or in writing, as he/she may prefer. If the defense is made orally, it shall be recorded and the employee shall be required to sign the record. In either case a copy of the statement of defense shall be given to the Presenting Officer.

**25.12** The evidence on behalf of the charged employee shall then be produced. The employee may examine himself/herself if he/she so prefers or through the defense assistant and the employee shall be liable to cross- examination and re-examination and examination by the Inquiring Officer according to the provision applicable to the witnesses for the Disciplinary Authority. The witnesses produced by the employee shall then be examined and shall be liable to cross-examination and re-examination and examination by the Inquiring Officer according to the provision applicable to the witnesses for the Disciplinary Authority.

**25.13** The Inquiring Officer may, after the employee closes his/her case, and shall, if the employee has not examined himself/herself, generally question the employee on the circumstances appearing against the employee in the evidence for the purpose of enabling the employee to explain any circumstances appearing in the evidence against the employee.

**25.14** The Inquiring Officer may, after completion of the production of the evidence, hear the Presenting Officer and the employee, or permit them to file written briefs of their respective cases if they so desire within 15 days of the date of completion of the production of evidence.

**25.15** If the employee does not submit the written statement referred to in sub-rule 25.3 on or before the date specified for the purpose or does not appear in person, or through the defense assistant or otherwise fails or refuses to comply with any of the provisions of these Rules, the Inquiring Officer may hold the inquiry ex-parte.

**25.16** Whenever any Inquiring Officer, after having heard and recorded the whole or any part of the evidence in an inquiry, ceases to exercise jurisdiction therein, and is succeeded by another Inquiring Officer which has, and which exercise, such jurisdiction, the Inquiring Officer so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by its predecessor and partly recorded by itself. Provided that if the succeeding Inquiring Officer is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross-examine and re-examine any such witnesses as herein before provided.

**25.17** The proceedings of the inquiry shall normally be completed within a period of three months. Provided that the period of three months may, for reasons to be recorded in writing, be extended by such further period as may be deemed necessary by the Inquiry Officer with due approval of the Disciplinary Authority.

**25.18** After the conclusion of the inquiry, report shall be prepared and it shall contain:

a) A gist of the articles of charge and the statement of the imputations of misconduct or misbehavior;

b) A gist of the defense of the employees in respect of each article of charge;

c) An assessment of the evidence in respect of each article of charge;

d) The findings on each article of charge and the reasons there for.

***Explanation***

*(i)* *If in the opinion of the Inquiring Officer the proceedings of the inquiry establish any article of charge different from the original articles of the charges, it may record its findings on such articles of charge. Provided that the findings on such articles of charge shall not be recorded unless the charged employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.*

*(ii)* *The Inquiring officer, where it is not itself the Disciplinary Authority, shall forward to the Disciplinary Authority the records of inquiry which shall include:*

*a. The report of the inquiry prepared by it;*

b. *The written statement of defense, if any submitted by the charged employee referred to in sub-clause 25.11 above;*

c. *The oral and documentary evidence produced in the course of the inquiry;*

d. *Written briefs referred to in sub-rule 25.14 above, if any, and*

e. *The orders, if any, made by the Disciplinary Authority and the Inquiring Officer in regard to the inquiry.*

**25.19** The charged employee against whom disciplinary proceedings have been initiated will cease to be in service on the date of superannuation but the disciplinary proceedings will continue as if he/she was in service until the proceedings are concluded and final order is passed in respect thereof. The concerned charged employee will not receive any pay and/ or allowance after the date of superannuation. He/she will also not be entitled for the payment of retirement benefits till the proceedings are completed and final order is passed thereon except dues payable under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

**25.20** Disciplinary proceedings, if instituted while the charged employee was in service whether before his/her resignation/ retirement/termination or non-renewal of contract or during his/her re-employment, shall, after the resignation/retirement/ termination or non-renewal of contract of the employee, as the case may be, be deemed to be continuing and shall be continued and concluded by the authority by which it was commenced in the same manner as if the employee had continued in service. The resignation of charged employee may not be accepted by the competent authority in case of pending disciplinary proceedings.

**25.21** During the pendency of the disciplinary proceeding, the Disciplinary Authority may withhold payment of gratuity for the recovery from gratuity of the whole or part of any pecuniary loss caused to the Institute, if the employee is found in a disciplinary or judicial proceedings to have been guilty of offences/ misconduct as mentioned in sub-section (6) of Section 4 of the Payment of Gratuity Act, 1972 or to have caused pecuniary loss to the Institute by misconduct or negligence, during his/her service. However, the provisions of section 7(3) and 7(3A) of the Payment of Gratuity Act, 1972 should be kept in view in the event of delayed payment, in case the employee is fully exonerated.

**25.22** The proceedings of the inquiry shall be recorded either in English or Hindi. However, the Institute shall arrange for translation of the proceedings at the request of the employee, if and when necessary.

**26. Action on the Inquiry Report**

i) The Disciplinary Authority, if it is not itself the Inquiring Officer may, for reason to be recorded by it in writing remit the case to the Inquiring Officer for fresh or further Inquiry and report and the Inquiring Officer shall thereupon proceed to hold further inquiry according to the provision of the Rule 25 as far as may be.

ii) The Disciplinary Authority Shall, if it disagrees with the findings of the Inquiring officer on any article of charge, record its reasons for such disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose.

iii) If the Disciplinary Authority, having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in the Rule 23 should be imposed on the employee, it shall, notwithstanding anything contained in Rule 27 make an order imposing such penalty.

iv) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge, is of the opinion that no penalty is called for, it may pass an order exonerating the employee concerned.

**27. Procedure for imposing Minor Penalties**

**27.1** Where it is proposed to impose any of the minor penalties specified in Rule 23(i), the charged employee concerned shall be informed in writing of the imputations of misconduct or misbehavior against him/her and shall be given an opportunity to submit his/her written statement of defense within a specified period (not exceeding 15 days). A defense statement if any, submitted by a charged employee, shall be taken into consideration by the Disciplinary Authority before passing orders.

**27.2** The record of the proceedings shall include :

i) A copy of the statement of imputations of misconduct or misbehavior delivered to the employee.

ii) His/her defense statement, if any, and

iii) The orders of the Disciplinary Authority together with the reasons therefore.

**28. Communication of orders**

Orders made by the Disciplinary Authority under Rule 26 or Rule 27 shall be communicated to the employee concerned, who shall also be supplied with a copy of the report of inquiry, if any if requested by the employee.

## 29. Common Proceedings

Where two or more employees are concerned in a case, the authority competent to impose a major penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceedings and specified authority may function as the Disciplinary Authority for the purpose of such common proceedings.

## 30. Special Procedure in Certain Cases

Notwithstanding anything contained in Rule 25 or Rule 26 or Rule 27, the Disciplinary Authority may impose any of the penalties specified in Rule 23 in any of the following circumstances:

i) The employee has been convicted on a criminal charge, or on the strength of facts or conclusions arrived at by a judicial trail; or

ii) Where the Disciplinary Authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an inquiry in the manner provided in these Rules; or

iii) Where the Disciplinary Authority is satisfied that in the interest of the security of the Institute or of the State, it is not expedient to hold any inquiry in the manner provided in these Rules.

## 31. Appeals:

An employee, on whom penalty has been imposed, shall have a right to appeal against such order passed by the Disciplinary Authority to an authority referred to as 'Appellate Authority' as listed under:

| Posts | Appointing Authority | Disciplinary Authority to impose penalty | Appellate Authority |
|---|---|---|---|
| All Employees | Managing Director | Managing Director | Governing Council |

Every appeal shall comply with the following requirements:

i. It shall be written in English, or if not written in English, it shall be accompanied by a translation in English and shall be signed.

ii. It shall be couched, in concise, polite and respectful language and be free from irrelevant matter.

iii. It shall contain all material statements and arguments relied on and shall be complete in itself.

iv. It shall specify the relief desired.

v. It shall be submitted to the Disciplinary Authority, against whose order appeal has been preferred, within a period of one month from the date on which the Appellate receives a copy of the order appealed against. The Disciplinary Authority shall forward the appeal of the employee along with its comments on the submission made in the appeal within two months from the receipt of the appeal in the office of the Disciplinary Authority. A copy of the appeal may also be submitted by the employee directly to the appellate authority.

**31.1 Consideration of Appeals:** In the case of an appeal against a penalty order, the appellate authority shall dispose-off the appeal within a period of 06 months from the date of receipt of the appeal in the office of the Disciplinary Authority, considering the following:

i. Whether the procedure prescribed in the Rule 25 or Rule 26 or Rule 27 has been complied with, and, if not, whether such non-compliance has resulted in a miscarriage of justice.

ii. Whether the findings are justified.

iii. Whether the penalty imposed is excessive, adequate or inadequate and passes orders as setting aside, reducing, confirming or enhancing the penalty, or remitting the case to the Disciplinary Authority.

Provided that the appellate authority shall not impose any enhanced penalty unless the appellant is given an opportunity of making any representation which he/she may wish to make against such enhanced penalty.

**31.2 Implementation of orders in Appeal**: The Disciplinary Authority, which made the order which was appealed against, shall give effect to the orders passed by the appellate authority by issuing an order in writing.

**31.3 Pay and allowance on acquittal on Appeal**: If an employee of the Institute has been dismissed or removed from services by an order of the Disciplinary Authority and during the course of appeal it is concluded that charges are not proved against him/her, the appellate authority may grant to him/her, for the period of absence from duty (the period from the date of dismissal/ removal from service to the date of order of acquittal by the Appellate authority), as under:

i. If he/she is fully exonerated, the pay & allowances to which he/she would have been entitled if he/she had not been discharged or dismissed. The period of absence from duty will be treated as period spent on duty in such case.

ii. If not fully exonerated, such proportion of pay and allowances as the appellate authority may prescribe. The period of absence from duty will not be treated as period spent on duty in such case unless the appellate authority directs to the contrary.

**32. SERVICE OF ORDERS, NOTICES ETC.**

Every order, notice and other process made or issued under these rules shall be served in person on the employee concerned or communication to him/her by registered post/ speed post at his/her last known address.

**33. POWER TO RELAX TIME LIMIT AND TO CONDONE DELAY**

Save as otherwise expressly provided in these rules, the authority competent under these rules to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these rules for anything required to be done under these rules or condone any delay.

**34. SAVINGS**

(i) Nothing in these rules shall be construed as depriving any person to whom these rules apply of any right of appeal which had accrued to him/ her under the rules, which have been superseded by these rules.

(ii) An appeal pending at the commencement of these rules against an order made before the commencement of these rules shall be considered and order thereon shall be made, in accordance with these rules.

(iii) The proceedings pending at the commencement of these rules shall be continued and disposed as far as may be, in accordance with the provisions of these rules, as if such proceedings are under these rules.

(iv) Any misconduct, etc., committed prior to the issue of these rules which was a misconduct/ under the superseded rules shall be deemed to be misconduct under these rules.

**35. REMOVAL OF DOUBTS**

Where a doubt arises as to the interpretation of any of these rules, the matter shall be referred to the Governing Council for final decision.

## 36. AMENDMENTS

The Governing Council may amend, modify or add to these rules, from time to time, and all such amendments notifications or additions shall take effect from the date stated therein.

***

## 2. General Service Conditions

## THE FDDI SERVICE REGULATIONS

## GENERAL SERVICE CONDITIONS

**1. TITLE**

These regulations shall be called "The FDDI Service Regulations". This chapter contains General Service Conditions of employment.

**2. SCOPE**

These service regulations shall cover all employees of FDDI posted at HQ, Noida, and all of its offices and campuses located in the country or abroad. Employees shall mean regular employees, employees engaged on contract basis and employees engaged on fixed-term basis.

**3. COMMENCEMENT**

These service regulations will come into force with effect from the date of issue of its notification. It will be applicable to all existing employees on the rolls of FDDI and all future engagements and appointments.

**4. DEFINITIONS**

a) "Act" means The Footwear Design and Development Institute Act, 2017 and its amendments as notified in the official gazette of Government of India from time to time.

b) "Statutes" means The FDDI First Statutes, 2018 and other statutes as notified in official gazette of Government of India from time to time.

c) "Institute" means the Footwear Design and Development Institute (FDDI).

d) "Governing Council" shall have the same meaning as defined under the FDDI Act, 2017.

e) "Competent Authority" means the Managing Director, FDDI.

f) "Regulations" means The FDDI Service Regulations.

g) “Managing Director” shall have the same meaning as defined under The FDDI Act, 2017.

h) “Secretary” shall have the same meaning as defined under The FDDI Act, 2017.

i) “Executive Director” shall have the same meaning as defined under The FDDI Act, 2017.

j) “Employee” means any person appointed to service or post in connection with the affairs/works of the Institute whether appointed on regular basis, contract basis or fixed term basis, further defined as under:

1) "Regular Employee" means an employee who has been appointed as regular employee or has been declared as regular employee of this institute by the Competent Authority following due procedure.

2) “Contractual Employee” means an employee engaged on contract basis of employment not exceeding 5 years and whose service will, if not extended, automatically end on expiry of such service contract/specified period of engagement.

3) “Fixed-term Employee” means an employee engaged on short term period of employment not exceeding 2 years and whose service will automatically end on expiry of such service contract/specified period of engagement. The fixed term can be extended by the Competent Authority for a period not exceeding one year, only once.

k) "Employee on Deputation/Foreign Service" means an employee of an organization other than FDDI who is deputed for service in the Institute at its request and vice-versa based on certain terms and conditions of deputation.

l) "Notice" means any communication given in writing.

m) Employees are further classified based on nature of duties as:

1) “Teaching Cadre Staff” which shall include Chief Faculty, Senior Faculty Gr. I, Senior Faculty Gr. II, Faculty, Junior Faculty and other such posts.

2) **“Academic Support Cadre Staff”** which shall include Junior Laboratory Assistant, Laboratory Assistant, Senior Laboratory Assistant, Senior Laboratory Assistant (Spl. Grade) and other such equivalent posts.

3) **“Managerial Cadre Staff”** which shall include General Manager, Deputy General Manager, Senior Manager, Manager, Deputy Manager, Assistant Manager, Executive Engineer, Officer on Special Duty, Assistant Engineer, Hindi Officer, Personal Secretary, Junior Engineer and other such equivalent posts.

4) **“Administrative Support Cadre Staff”** which shall include Accountant, Office Executive, System Assistant, Creative Designer, Driver, Electrician, Plumber, Mechanic, MTS (G), MTS (Mali) and other such equivalent posts.

5) Any other posts created by the Governing Council from time to time.

**Note -** The others details of posts its Cost-to-Institute (CTI) etc. are stipulated in the ‘Pay & Allowances’ (Chapter-2) of the FDDI Service Regulations.

Provided that the posts specified above shall pertain to the following Departments and Schools of FDDI which shall perform the work as assigned by the Managing Director in respect of the Institute and its campuses, namely:

| S. No. | Name of Departments |
|---|---|
| 1 | Managing Director’s Office |
| 2 | Secretary’s Office |
| 3 | Executive Director’s Office |
| 4 | Human Resources Department |
| 5 | Administration Department |
| 6 | Accounts and Finance Department |
| 7 | Information Technology and Services Centre |
| 8 | Vigilance Department |
| 9 | Admissions Department |
| 10 | Engineering and Maintenance Department |
| 11 | Student Affairs and Examination Department |

| | |
|---|---|
| 12 | Stores Department |
| 13 | School of Footwear Design and Production |
| 14 | School of Retail and Fashion Merchandise |
| 15 | School of Leather Goods and Accessories Design |
| 16 | School of Fashion Design |
| 17 | Consultancy Department |
| 18 | Projects Department |
| 19 | Placement Department |
| 20 | Business Development & Skilling |
| 21 | Branding and Events |
| 22 | Artisan Support & Social Initiatives |
| 23 | Any other administrative Department/School as may be created with the approval of Managing Director/ Governing Council, FDDI (as the case may be) as per provisions contained in the first Statutes in this regard |

n) Category of Employees: The Institute shall have following categories of employees namely:

i) Regular employees
ii) Contractual employees
iii) Fixed tenure employees
iv) Employees on deputation

o) "Service" means service in connection with the affairs/works of the Institute.

p) "Office" includes headquarters office at NOIDA, all offices of campuses of FDDI and other offices that the Institute may establish anywhere in India or elsewhere.

q) "Disciplinary Authority" shall be the person who is the appointing authority or other officer of FDDI to whom such powers is delegated. He/She shall be authorized to order inquiry, issue suspension order, penalty order and taking any decision on the matter relating to the employee's conduct and discipline.

## 5. PROBATION AND CONFIRMATION OF EMPLOYEES

### 5.1 Regular Employees

5.1.1 After implementation of these rules, every regular employee appointed to a post through direct recruitment or on being promoted to the higher post in the Institute, shall be on probation in such post for a period of one year from the date of such appointment or promotion or for a period as mentioned in his/her appointment letter. During the period of probation, their performance and conduct will be assessed with a view to determine their suitability for confirmation against the regular/promotion post. The period of probation may be extended or his/her services be terminated or her/his promotion be revoked at the discretion of the Competent Authority, but will not be extended by more than one year save for exceptional reasons to be recorded in writing.

5.1.2 If during the probation period or extended period of probation, the employee is found unsuitable for the post, the Appointing Authority may :

(i) in the case of an employee having been promoted, revert him to the post held by him immediately before such appointment; or

(ii) in the case of an employee appointed by direct recruitment, terminate his/her services from the Institute without notice.

5.1.3 Unless exempted under these Rules, every regular employee appointed in the FDDI's service or promoted to the higher post will be issued a formal letter of confirmation on satisfactory completion of probationary period or the extended period of probation, as may be applicable. The employee will be deemed to be on probation until so confirmed in writing.

5.1.4 An order relating to confirmation or extension of probation will normally be communicated within one month from the date of completion of the probationary period or extended period of probation. Non-compliance of this stipulation will not, however, result in automatic confirmation of the employee.

**5.2 Employees engaged/appointed on contract basis/fixed term basis/deputation**

There will not be any probation period in respect of employees engaged/appointed on contract basis/fixed term basis/deputation basis (till their absorption in FDDI, if any).

**6. DUTIES AND TASKS**

Employees shall at all times during the period of their service conduct themselves with highest level of dignity and dedication and carry out diligently and faithfully all orders and directions given to them by the higher authorities and also observe and conform to all rules and regulations and arrangements of the Institute as applicable and implemented from time to time and further the interests of the Institute to the best of their skills and abilities.

Employees will devote their whole time and attention exclusively to the duties entrusted to them and will not engage in any work for any other person or organization in any capacity whatsoever or engage in any private business or engage in any occupation for gain without prior permission of the Institute in writing.

**7. TRANSFER**

All Employees are liable to be transferred/posted anywhere in India or abroad during their service at the Institute located all over the country or abroad, based on the requirement of the Institute. Employees can avail joining time of 7 days from the date of issue of transfer order to join at their new place of posting. The relaxation in joining time period in case of overstay or delayed joining can be given by the Competent Authority on submission of request to this effect by the concerned employee in exceptional circumstances.

**8. SUPERANNUATION**

The normal age of superannuation for the employees of the FDDI shall be 60 years i.e. from the afternoon of the last day of the month in which the employee completes the age of 60 years or any such age of superannuation stipulated for the institute by the Governing Council from time to time.

Note: In the event of the date of birth of an employee falling on the first day of a month, the concerned employee shall retire in the afternoon of the last day of the previous month.

**Illustration:**

Case-1

| | |
|---|---|
| Date of birth of an employee | 25.03.1957 |
| Date of Retirement | 31.03.2017 (AN) |

Case-2

| | |
|---|---|
| Date of Birth | 01.12.1956 |
| Date of Retirement | 30.11.2016 (AN) |

No employee shall be granted extension in service beyond the date of superannuation.

## 9. COMPULSORY RETIREMENT OF REGULAR EMPLOYEES

Periodical review of the regular employees is to be done for assessing probity and efficacy of the employees at FDDI. For this purpose, review of regular employees will be done in the following manner:

9.1 Employees joining service in FDDI at the age of 30 years or below: First review upon completion of 15 years of service and second review upon attaining the age of 55 years.

9.2 Employees joining service in FDDI after the age of 30 years but less than 40 years: First review, upon completion of 15 years of service or upon attaining the age of 50 years whichever is earlier, and second review upon attaining the age of 55 years.

9.3 Employees joining service in FDDI after the age of 40 years: One review upon attaining the age of 55 years provided they have served at FDDI for more than 5 years at the time of attaining the age of 55 years. supperannuation

9.4 Process for periodical review shall commence six months before an employee becomes due for review as below: -

**Periodicity of the review for efficiency and probity**

| S. No. | Quarter in which an employee is due for review | To be done during |
|---|---|---|
| 1 | January to March | July to September of the previous calendar year |
| 2 | April to June | October to December of the previous calendar year |
| 3 | July to September | January to March of the same calendar year |
| 4 | October to December | April to June of the same calendar year |

9.5 **Constitution of committee for consideration of cases of compulsory retirement**

The following committee shall review the efficiency and probity of employees for recommending compulsory retirement of the employees, if any:

1) Secretary, FDDI
2) Executive Director, FDDI, of concerned campus
3) Head of Human Resource and Administration Department, FDDI-HQ, Noida

Following guidelines shall be adopted by the committee for assessing the inefficiency and doubtful integrity of the employees:

a) Whenever the services of an employee of the Institute are no longer useful to the institute, the employee can be compulsorily retired.

b) Ordinarily, the order of compulsory retirement is not to be treated as a penalty stipulated under the Conduct, Discipline and Appeal Rules of the Institute.

c) The order of compulsory retirement be passed after having due regard to the entire service record of the employee.

d) Any adverse entries made in the confidential record/Annual Performance Appraisal Report shall be taken note of and be given due weightage in passing such an order.

e) Even un-communicated entries in the confidential record/Annual Performance Appraisal Report can be taken into consideration.

f) The order of Compulsory Retirement shall not be passed as a shortcut to avoid Departmental Inquiry under the Conduct, Discipline and Appeal Rules of the Institute when such course is more desirable.

g) If an employee was given a promotion despite adverse entries made in the confidential record/Annual Performance Appraisal Report, such adverse entries shall be ignored.

h) Compulsory Retirement shall not be imposed as a punitive measure.

i) An employee may be considered for Compulsory Retirement where, in the summary appraisal of his/her confidential record/Annual Performance Appraisal Report in the preceding three consecutive years, he/she has been rated "Unsatisfactory".

j) An employee may be considered for Compulsory Retirement when he gets an adverse comment on his/her integrity in his/her confidential record/Annual Performance Appraisal Report in the preceding three consecutive years and there is a proven instance of misconduct relating to his/her integrity.

k) In every review, the entire service records should be considered. The expression 'service record' will take into account all relevant records and hence the review should not be confined to the consideration of the confidential record/Annual Performance Appraisal Report only.

l) The personal file of the employee may contain valuable material. Similarly, the work and performance of the employee could also be assessed by looking into files dealt with by him or in any papers or reports prepared and submitted by him.

m) In case of those employees who have been promoted during the last five years, the previous entries in the confidential record/Annual Performance Appraisal Report may be taken into account if the employee was promoted on the basis of seniority cum fitness, and not on the basis of merit.

n) While considering integrity of an employee, actions or decisions taken by the employee which do not appear to be in line with rules and policies of the Institute, complaints received against him, or suspicious property transactions, for which there may not be sufficient evidence to initiate departmental proceedings, may be taken into account.

9.6 Benefits to an employee who has been compulsorily retired by the Competent Authority:

a) Pay for the notice period as may be applicable to him/her under his/her terms and conditions of service;

b) Provident Fund accumulation in the account of the employee subject to the provision of the Provident Fund Rules applicable to him/her;

c) Gratuity for each completed year of service or part thereof as admissible under the Payment of Gratuity Act / Rules;

d) Leave encashment applicable as per policy of the Institute;

**9.7 Authority competent to grant compulsory retirement**

The appointing authority of the employee shall be the Competent Authority to grant compulsory retirement to that regular employee based on the recommendations of the committee constituted for assessing the efficiency and probity of employees or otherwise.

## 10. PRESENTS/ COMMISSIONS

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

## 11. HOURS OF WORK

11.1 Every employee shall comply with such instructions as are issued from time to time relating to attendance and hours of work for different categories of employees. Every employee shall be at work at the time fixed and notified by the Competent Authority from time to time.

11.2 Every employee shall mark their attendance necessarily according to the method prescribed by the Competent Authority from time to time. The attendance/absence will be regulated as per the orders issued by the Competent Authority from time to time.

11.3 Generally, the employees have to mark their attendance through the Biometric/Face Recognition or both as per Time Attendance System operational at FDDI Offices/Campuses. The Employees who are allowed to sign in attendance register will mark the time of reporting and departure from duty as per instructions issued by the Competent Authority from time to time.

## 12. HOLIDAYS

The list of holidays shall be notified by the Competent Authority at the beginning of the year or at any time thereafter, if necessary.

## 13. ENTRY AND EXIT

Every employee shall enter and leave the FDDI's (Office/Campuses) premises by such gates as may be prescribed. Employees entering or leaving the premises are liable to be detained and searched by such staff as may be authorized for this purpose by the Executive Director at the concerned campuses and Managing Director at the HQ, Noida. Any employee leaving the place of posting i.e. HQ/Campus before the scheduled time or on weekly offs and holidays is required to take prior permission from Managing Director in case he/she is posted at HQ and from Executive Director in case he/she is posted at Campus.

## 14. AUTHORSHIP OF BOOKS/ PERIODICALS/ ARTICLES

The employee shall not, without the prior written approval of the Institute at any time during their employment with the Institute, publish any book, booklet or leaflet or brochure or pamphlet or contribute any article to any review, periodical, newspaper, etc., whether for remuneration or otherwise. However, employees contributing articles or write-ups in various journals/publications with FDDI's permission will be allowed to retain royalty/remuneration receivable out of such contributions with the approval of Competent Authority.

## 15. REIMBURSEMENT OF EXPENDITURE ON BOOKS/ PERIODICALS

This facility is admissible only to "Teaching Cadre Staff" of the Institute. Expenditure on books, periodicals, e-books, educational audio-visual materials, such as slides, films, video/audio tapes, sound records, micro-films etc. of their relevant field for personal study purposes shall be reimbursed subject to prior approval of the concerned Executive Director, on production of proof of expenses incurred by him or her, as under:

a) Expenditure on books, periodicals and educational audio-visual materials will be reimbursed fully up to a ceiling of Rs.5000/- per financial year. For this purpose, the financial year will be counted from 1st April to 31st March of the subsequent year.

b) The reimbursement facility not availed by the "Teaching Cadre Staff" either partially or fully in a particular year, will be allowed to be carried forward to next financial year. However, at the end of the next financial year no further carry forward will be permissible and it will lapse. For purpose of accounting, a block of two years will be taken into account.

## 16. HONORARIUM/ LECTURE FEES/ EXAMINATION FEES, ETC.

16.1 Whenever "Teaching Cadre Staff" are officially deputed by the institute and lecture fees / honorarium / examination fees, etc., are received by them, the same will be deposited with FDDI. However, whenever such invitations are made directly to a particular "Teaching Cadre Staff" and such employee is duly allowed by the Competent Authority to accept invitation and attend the occasion and if FDDI's facilities such as office, TA/DA, etc., are not involved, the individual concerned will be allowed to retain the fees so received.

### 16.2 PRIZES AND AWARDS

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

## 17. CONTRIBUTORY PROVIDENT FUND

All employees unless otherwise specified shall be covered as per the terms and conditions of their appointment under the provisions of The Employees Provident Fund and Misc. Provisions Act, 1952 as amended from time to time and the contributions to the provident fund shall be remitted to the concerned EPFO Office by the Accounts and Finance Department.

## 18. EMPLOYEES' GRATUITY SCHEME

All employees unless otherwise specified shall be covered as per the terms and conditions of appointment under the provisions of The Payment of Gratuity Payment Act, 1972 as amended from time to time. The exemption is taken from the Income Tax Department. A minimum qualifying service of continuous five years in the institute is necessary for eligibility of Gratuity or as per amendment of this provision in the Payment of Gratuity Act, 1972, from time to time.

## 19. RESIGNATION (Updated vide

19.1 The notice period for a contractual employee shall be proportionate to the duration of the service contract, calculated at the rate of one (1) month's notice for each year of the contractual term, subject to a maximum limit of three (3) months. Accordingly, one year contract shall require one (1) month's notice, a two year contract shall require two (2) month's notice, and any contract more than two (2) years shall require three (3) month's notice.

19.2 Under no circumstances, the resignation tendered by an employee whose conduct is under investigation for dismissal/removal/termination from service, be accepted without the sanction of the Competent Authority.

Note: Where an employee submits resignation during pendency of disciplinary proceedings or where disciplinary proceedings are contemplated, the resignation may be accepted by the competent appointing authority if charges are not in the nature of moral turpitude, criminal offence, bribery or corruption or where no substantial loss to FDDI is involved or where the evidence against delinquent employee doesn't warrant or justify assumption that if the departmental proceedings were continued, the employee would be removed or dismissed from service. However, in the letter conveying the acceptance of the resignation, it must be indicated that the enquiry proceedings were pending or contemplated against the employee. This principle will apply in case of superannuation also.

## 20. BONDS/ AGREEMENTS FOR TRAINING ABROAD/ IN INDIA

The employees can be deputed on training as per FDDI requirement in India or abroad with the approval of Competent Authority. The training shall include training programme, seminar, convention, workshop, symposium, e-Learning, virtual classroom training or any other structured learning or developmental programme based on FDDI needs or training need analysis. The short- and long-term training are defined as under:

**(a) Short term**: The Training Programmes which are up to duration of three months will be treated as short term training.

**(b) Long term**: The training programmes which are of three months duration or more will be treated as long term training.

The contractual and fixed term employees can be deputed only on short term training in India or abroad i.e. up to three months provided at least one year of their service contract period is left.

The regular employees can be deputed on training in India on short term and long term training as defined under these rules.

The regular employees will be required to sign a bond as per Institute's rules in force at the time when they are deputed for training in India or abroad on behalf of the Institute for long-term training programmes of three months or more duration, as indicated below.

### 20.1 Training within India

a) For training of duration of more than three months and upto one year - A bond to serve FDDI for a minimum period of three years from rejoining the service after completing the training. (Bond amount will be Rs. 30,000.)

b) For training of duration of more than one year but up to a period of two years - A bond to serve FDDI for a minimum period of five years from rejoining the service after completing the training. (Bond amount will be Rs. 60,000.)

**20.2 Training abroad**

a) Training of duration of more than three months and up to one year sponsored and/or related with assignments: A bond to serve FDDI for a minimum period of three years from rejoining the service after completing the training. (Bond amount will be Rs. 100,000.)

b) Specific training abroad sponsored for a period more than one year but up to a period of two years: A bond to serve FDDI for a minimum period of five years from rejoining the service after completing the training. (Bond amount will be Rs. 200,000.)

**Notes:**

1. The above conditions of bonds will apply irrespective of the fact whether training abroad or within India is sponsored directly by FDDI or arranged by FDDI through any other National or International organization.

2. FDDI will provide full salary to the employee during the period of any of the assignments noted above. However, in case of non-fulfillment of Bond's requirements, the employee has to deposit the entire expenses incurred by FDDI on his/her training, to be quantified with the approval of Managing Director, along-with the salary amount so drawn by the employee during the period of training and the indicated bond amount.

3. The period of assignments will be treated as 'on duty' and all service benefits during that period will be accrued as if the person was on actual duty.

4. All employees sponsored for training, etc., whether in India or abroad will be required to submit a detailed report and must make presentation to the FDDI Community on his/her return which will be evaluated by a duly constituted evaluation committee. Besides, the employee shall also share the training materials, other literature, both in physical/digital form, with the Institute's library.

5. The abovementioned support is being provided by the Institute with the understanding that the course would be completed in specific period (or extension approved in special case) and would not be defaulted on any count. In the event the staff member does not complete the course or progress is found to be inadequate or he/she is found jumping the bond / agreement during its validity period, or in the event of termination of his/her services by FDDI on account of misconduct, he/she will be required to pay back to FDDI all expenditure incurred by FDDI including salary paid during that period, on such assignment and indicated bond amount within India or abroad.

## 21. DECLARATION OF MOVABLE/ IMMOVABLE PROPERTY

The employees appointed on regular basis or contract or fixed tenure basis for a period more than 02 years, shall declare details of the movable/immovable property owned/acquired by them/their dependent family members in prescribed format, within stipulated time specified by the Competent Authority from time to time, failing which action shall be taken considering it as a misconduct.

## 22. IDENTITY CARDS

22.1 Every employee of the FDDI would be provided with an identity card which will be issued by the concerned Human Resource and Administration Department.

22.2 Every employee shall show his identity card if required to do so by the representative(s) of Executive Director at Campuses and Managing Director at HQ authorized to check the card and regulate entry of employees to the premises of the FDDI Office/Campuses.

22.3 The first issue of the card will be free of charge. Loss of the card shall immediately be reported by the employee to the concerned Human Resource and Administration Department. A new card shall be issued on payment of Rs.200.00 (Rs. Two Hundred Only) in the Accounts and Finance Department through the respective Human Resource and Administration Department.

22.4 Every employee leaving the service of the FDDI for any reason whatsoever shall surrender his/her identity card to the concerned Human Resource and Administration Department.

## 23. RETURN OF FDDI'S PROPERTY, EQUIPMENT, TOOLS, ETC.

Every employee leaving the service of the FDDI shall, before leaving, return all property or equipment or tools, documents, files etc. belonging to the FDDI issued or lent to him/her in connection with his/her employment in the FDDI to the concerned Head of Department and obtain an NOC from such HOD consequent thereto. The cost of such property, equipment or tools not so returned shall be deducted from his/her pay or the amount due to him/her or recovered otherwise. He/She is required to sign the Handing Over/Taking Over prescribed form and to deposit it after obtaining the signature of Head of Department thereon, in Human Resource and Administration Department of the concerned Office/Campus.

## 24. CHANGE OF ADDRESS

Every employee must notify his/her permanent and residential address on joining the FDDI's service and must also notify any changes therein to the concerned Human

Resource and Administration Department.

## 25. PAYMENT OF WAGES

25.1 The due salary/wages to an employee shall be paid before the expiry of the seventh/tenth day after the last day of the wage period in respect of which the wages/salary are payable in accordance with the applicable law.

25.2 Any wages due to an employee but not paid on the prescribed day on account of their being unclaimed shall be paid on subsequent working days on demand by an employee during the time fixed by the Competent Authority.

25.3 All claims for unclaimed wages must be submitted within three years from the date on which the wages became due to the employees. If no claim is made for the unclaimed wages within a period of three years, the claim would be treated as time-barred.

## 26. DEDUCTION FROM COST TO THE INSTITUTE (CTI)

Deductions from the CTI of an employee may be made for the following purposes:

a) House Rent Recovery, electricity charges, maintenance charges, water or other charges for the house accommodation provided by the FDDI;
b) For amenities and services provided by the FDDI;
c) For recovery of advances or for adjustment of over-payments;
d) income-tax or any other tax levied by the Government;
e) Deduction required to be made by orders of a court or other authority competent to make such order;
f) Deductions made with the written authorization of the employee for;

    i) Payment of subscription/membership or other charges due to any of employee's clubs / sports committee/cultural committee or other committees duly recognized by the FDDI.

ii) Payment of subscription or contribution to Provident Fund or any other Fund sponsored or approved by FDDI or to comply with any statutory requirement.

iii) Any other deductions made with the written authorization of the employee concerned;

g) Deduction of amounts due to the FDDI from an employee on any account;

h) Fines:

(i) For unauthorized absence from duty;

(ii) For damage to or loss of goods expressly entrusted to the employee for custody or for loss of money for which he is required to account.

## 27. COMPENSATION FOR EXTRA WORK

The FDDI reserves the right to require any employee to do extra work including work on weekly holidays and closed holidays in accordance with the instructions of the Competent Authority issued from time to time. An employee is also liable to be called for duty at any time. For such extra work done, compensatory off or extra work compensation payment as admissible under the FDDI Scheme will be allowed to such categories of employees and at such rates as may be specified by the Competent Authority from time to time. The extra work compensation will be paid as under on certification by the concerned office/department, as under:

| | | | |
|---|---|---|---|
| 01 | General Office Timings | 9 AM to 5.30 PM | |
| 02 | Payment, if extra work is done after the close of office hours i.e. after 5.30 PM | **Time** | **Payment-Rs.** |
| | | Work up to 8 PM | No payment |
| | | Work from 8 PM to 10 PM. | Rs.100/- per day |
| | | Work after 10 PM | Rs.200/ per day |
| 03 | Payment, if extra work done before start of office i.e. 9 AM | **Time** | **Payment-Rs.** |
| | | Work from 7 AM | No payment |
| | | Work from 5 AM to 7 AM | Rs.100/- per day |

| | | | |
|---|---|---|---|
| | | Work started before 5 AM and continued during office hours. | Rs.200/ per day |
| 04 | Working on Weekly Off/ Holiday | Work for 5 hours(Complete 5 hours) | Rs.300/- or wages of half day whichever is less. |
| | | Work for 8 hours(Complete 8 hours) | Rs.500/- or one day wages whichever is less |

The Extra work compensation per month shall be restricted to the actual amount as worked out at the rates stipulated above or Rs.6500/- whichever is less.

## 28. PURSUING HIGHER STUDIES

Any regular and contractual employees who wish to acquire higher/additional qualifications-part time/evening classes after office hours by attending personally or through distance learning or online mode, may do so only after obtaining specific sanction/permission of the Competent Authority. Such permission will not be accorded in case it is considered that the same will interfere with the proper performance of his/her duties. The regular employees can be considered for granting permission to pursue full time course subject to FDDI rules/guidelines governing the same.

## 29. OFFICIAL TOURS

An employee shall be liable to proceed on tour in the course of his official duty to any place within India or abroad as and when so required by the Competent Authority for which he shall be paid as per Traveling Allowance Rules of the FDDI.

## 30. CARRYING OF BOOKS DRAWINGS, AND OTHER PAPERS ETC. OUTSIDE FDDI'S PREMISES

30.1 No employee shall carry with him any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of the FDDI outside the FDDI`s premises except with the approval of Executive Director at Campuses and Managing Director at HQ.

30.2 Any document or information received or obtained by an Employee, during the course of his official duty, from outside sources shall be the property of the FDDI.

## 31. INVENTIONS

31.1 Within one month of taking up employment with the FDDI, it shall be necessary on every employee who has taken out or applied for either individually or jointly with any other party, patents or is in possession of any inventions/discoveries, to furnish to the FDDI a detailed list of such patents taken out or applied for and the titles and nature of the invention/ discoveries in his/her possession and demonstrate if so required by the Competent Authority.

31.2 In the course of any investigation undertaken by him/her in the employment of the FDDI or within a period of five years after the termination of his employment with the FDDI, if any employee makes any invention or discovery which can be reasonably deemed to be in consequence of his employment in the FDDI, he/she shall hold them in trust on behalf of the FDDI and shall forthwith disclose to the FDDI full and complete description and nature of the said invention and the mode of performing the same. He/She shall not publicize the results without the approval of the FDDI. The FDDI shall have the absolute discretion to adopt, use, permit, assign, change or transfer patents for such inventions/discoveries.

## 32. FORWARDING OF APPLICATIONS

During the period of their service, employees shall not secure or try to secure any other post without prior intimation to the Institute in writing about the same and applications for such other posts shall be forwarded through the Institute. In case of failing to give prior intimation, FDDI shall not issue 'NOC' to the concerned employee.

### 32.1 For Employment outside FDDI

During the period of probation, normally, no application will be forwarded for employment outside FDDI. Thereafter, four applications per calendar year can be forwarded.

#### 32.1.1 Regular Employees

No application shall be forwarded during the first year after completion of probation by a regular employee either on promotion or on initial appointment in FDDI. Thereafter four applications per calendar year may be forwarded. However, this restriction will not apply on the employees belonging to SC/ST and OBC (Non Creamy Layer) category. Their applications shall be forwarded without any restrictions if it is not hampering the interest of FDDI.

The applications from regular employees who have executed service bonds with FDDI will not be forwarded during the period for which they are liable to serve the FDDI in terms of the service bond.

The applications of regular employees, who remain in the same post for a period of five years or more, may be forwarded without any restriction on the number of applications.

#### 32.1.2 Contractual or Fixed Term Employees

The applications of the employees engaged on contractual or fixed term employment basis can be forwarded four times during a calendar year after completion of one year of engagement.

#### 32.1.3 Issue of no objection certificate for an interview

If an employee is unable to route his application through proper channel because the advertisement has not mentioned about the same or because of shortage of time, at the time of interview, he/she may be issued No Objection Certificate, only if such a request is accompanied by a photocopy/attested copy of the advertisement and if according to the last date of receipt of application as mentioned in the advertisement, the employee concerned was eligible for getting his/her application forwarded. However, in any case the employee should have given prior intimation at the time of application for such post.

### 32.2 For employment in FDDI's Offices/Campuses

Applications of departmental candidates in response to open advertisement or internal circulars for appointment to the next higher grade/post may be considered if the applicants have served a minimum of two years in their existing pay package. Age relaxation, if any, for such departmental candidates can be granted by the competent authority on sole discretion.

## 33. PERMISSION TO RETAIN LIEN WITH FDDI

Regular employees of FDDI who are selected for appointment in other Government/Public Sector Organization against applications duly forwarded by the FDDI or in whose case NOC has been provided by FDDI may, on specific request, be permitted at the discretion of the Competent Authority to retain lien in FDDI for a period of one year, subject to the condition that their leave salary contribution and PF contribution (both the employee's and employer's shares) are paid to FDDI either by the employee himself or by the new employer.

## 34. EXTENSION OF SERVICE CONTRACT

34.1 Contractual Employees: The Service Contract of the contractual employees can be considered for extension as per requirement of FDDI with the approval of Competent Authority, FDDI. However, it cannot be claimed by such employees as a matter of right.

34.2 Fixed Term Employee: The service contract of the fixed term employees can be considered for extension as per provisions contained in his/her appointment letter with the approval of Competent Authority, FDDI. However, it cannot be claimed by such employees as a matter of right.

## 35. TERMINATION/CEASE TO EXIST THE SERVICES OF EMPLOYEES

### 35.1 EVENTUALITIES

Subject to the provisions of rules for the time being in force, an employee's services may be terminated or services will cease to exist due to any one of the following circumstances:

a) End of Service Contract/Completion of period of fixed term employment
b) Resignation;
c) Retrenchment;
d) Retirement on attaining the age of superannuation or premature retirement or compulsory retirement;
e) Medical unfitness;
f) Death;
g) Dismissal or removal from service as a result of disciplinary action;
h) unauthorized absence.

### 35.2 IN TERMS OF SERVICE CONTRACT

The services of an employee may be terminated by giving such notice or pay in lieu thereof as may be prescribed in the contract of his/her service. In the absence of any such specific provision in the contract of service, the services of the employee may be terminated in the following manner:

#### 35.2.1 Contractual employee/fixed term employee *(Updated vide 87th GC meeting)*

The services of such an employee may be terminated even before expiry of specific period or before completion of the said work by giving notice for the same. Either side will give a notice as per clause 19.1 or payment equal salary in lieu thereof. If the unexpired period out of the specified period is less than notice period, the notice period or pay in lieu thereof will be correspondingly reduced.

#### 35.2.2 Regular Employees

The services of regular employee during probation can be terminated without assigning any reason and notice in this regard.

The services of a regular employee, after completion of probation, can be terminated by either side by giving three months' notice or payment of Basic Pay for the said period in lieu thereof. The Earned Leaves can be considered for adjustment against the notice period/Basic Pay with the approval of competent authority.

**35.3 Medical unfitness**

An employee is liable to be discharged at any time from service on being found medically unfit to continue in the service of the FDDI.

**35.4 Death**

Pay and allowances of an employee may be drawn in his/her name up to the day of his / her demise.

**35.5 As a result of disciplinary action**

Employees may be removed or dismissed from the service of the FDDI as a result of disciplinary action in accordance with the FDDI Conduct, Discipline and Appeal Rules.

**35.6 Termination on account of unauthorized absence**

An employee who remains unauthorizedly absent from duty or place of work either without sanction of any leave or after expiry of sanctioned leave, if any, and does not report for duty for any reason whatsoever within 30 consecutive days in case of contractual employee and 90 days in case of regular employee from the date of his/her unauthorized absence, shall automatically be deemed to have voluntarily abandoned and left the service of the FDDI without notice. His/Her services will be terminated accordingly.

## 36. OPTION TO EMPLOYEES FOR PREMATURE RETIREMENT

Notwithstanding anything contained in these rules, a regular employee who has attained the age of 55 years and has put in a minimum of 15 years of service in FDDI may resign by giving notice in writing to the appointing authority of not less than three months and on acceptance thereof, retire from service of FDDI.

## 37. SERVICE CERTIFICATE

On receipt of a request, every employee may be furnished with a service certificate at the time of discharge, dismissal, termination of his service, resignation or retrenchment, giving duration of his/her employment in the FDDI, posts held by the employees, pay/gross pay of the last post held and the pay drawn by the employee at the time of his separation from FDDI.

## 38. SETTLEMENT OF DISPUTES

Any dispute arising out of a contract between the Institute and any of its employee shall be dealt with in accordance with Section 30 of The Footwear Design and Development Institute Act, 2017.

## 39. JURISDICTION

The Allahabad High Court shall have the exclusive jurisdiction in case of any dispute on any matter arising out of or relating to these service regulations.

## 41. REMOVAL OF DOUBTS

Where a doubt arises as to the interpretation of any of these rules, the matter shall be referred to the HQ-HR, Noida which in turn will decide the matter with the approval of competent authority.

## 41. AMENDMENTS

The Governing Council may modify, add or delete any provision of the Regulations, from time to time, and all such amendments shall take effect from the date stated therein.

***

| 3. Pay and Allowances | | |
|---|---|---|
| **S. No.** | **Description** | **Page No.** |
| **1** | Title | 63 |
| **2** | Scope | 63 |
| **3** | Commencement | 63 |
| **4** | Definitions | 63 |
| **5** | Salary, Perquisites & Allowances | 64-72 |
| **6** | Annual Increments | 72-73 |
| **7** | Travelling Allowance & Daily Allowance on official tour within India | 73-79 |
| **8** | Claim | 79-81 |
| **9** | Entitlement on Transfer | 81-85 |
| **10** | Removal of Doubts | 85 |
| **11** | Amendments | 85 |

THE FDDI SERVICE REGULATIONS

PAY & ALLOWANCES (CHAPTER-2)

**1. TITLE**

These Regulations shall be called "The FDDI Service Regulations". Under the Regulations, Chapter-2 contains regulations regarding pay & allowances.

**2. SCOPE**

These regulations shall be applicable to all employees appointed to the posts of institute and include the following:

a) Regular employee
b) Contractual employee
c) Fixed Tenure employee

**3. COMMENCEMENT**

These regulations will come into force with effect from the date of issue of notification to this effect.

**4. DEFINITIONS**

(i) Unless otherwise defined in this Chapter, words and expressions defined in Rule 4 of General Service Regulations (Chapter - 1) shall be applicable to this Chapter also.

(ii) "Gross Salary" means Basic Pay, House Rent Allowance (HRA) and Special Allowance.

(III) "CTI - Cost to the institute" - CTI includes Gross Salary (Basic Pay, HRA, Special Allowance), PF/ESI, Leave Encashment, Leave Travel Concession, Reimbursement of Mobile Phone Expenses, Reimbursement of Medical Expenditure and Gratuity.

## 5. SALARY, PERQUISITES & ALLOWANCES

Pay Package and other allowances & perquisites for employees in various posts, shall be as may be prescribed by the Governing Council from time to time. Any revision of pay package or allowances or perquisites for the employees would require prior approval of the Governing Council.

### 5.1 PAY PACKAGE *(* Approved in 83rd GC Meeting vide Agenda Item No. 83.5 (D))*

a) The following shall be the minimum Basic Pay, Gross Salary and Monthly / Annual CTI (Cost to the Institute) of Teaching Cadre Staff and Academic Support Cadre Staff:

| Sr. No. | Post Code | Designation | Minimum Basic Pay (in INR) | Gross Salary Per Month at Minimum Basic Pay (in INR) | Monthly CTI at minimum basic pay (in INR) – **(Rounded off to the nearest thousand)** | Annual CTI at minimum basic pay (in INR) – (Col. 6 x 12) |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **Teaching Cadre** | | | | | | |
| 1 | T1 | Junior Faculty | 25600 | 35840 | 45000 | 540000 |
| 2 | T2 | Faculty | 37300 | 52220 | 65000 | 780000 |
| 3 | T3 | Sr. Faculty Gr. II | 46200 | 64680 | 80000 | 960000 |
| 4 | T4 | Sr. Faculty Gr. I | 64000 | 89600 | 110000 | 1320000 |
| 5 | T5 | Chief Faculty | 87500 | 122500 | 150000 | 1800000 |
| 6* | T6 | Academic Head | 96500 | 135100 | 165000 | 1980000 |
| **Academic Support Cadre** | | | | | | |
| 1 | SA1 | Jr. Lab Assistant | 11700 | 16380 | 22000 | 264000 |
| 2 | SA2 | Lab Assistant | 13500 | 18900 | 25000 | 300000 |
| 3 | SA3 | Sr. Lab Assistant | 16800 | 23520 | 30000 | 360000 |
| 4 | SA4 | Sr. Lab Assistant (Special Grade) | 22700 | 31780 | 40000 | 480000 |

b) The following shall be the minimum Basic Pay, Gross salary and Monthly / Annual CTI of Managerial Cadre Staff and the Administrative Support Cadre Staff (Non-Teaching)

| Sr. No. | Post Code | Designation | Minimum Basic Pay (in INR) | Gross Salary Per Month at Minimum Basic Pay (in INR) | Monthly CTI at minimum basic pay (in INR) - (Rounded off to the nearest thousand) | Annual CTI at minimum basic pay (in INR) (Col. 6 x 12) |
|---|---|---|---|---|---|---|
| **Managerial Cadre** | | | | | | |
| 1 | E1 | Jr. Engineer /Jr. Hindi Translator / Personal Secretary / Counselor | 19700 | 27580 | 35000 | 420000 |
| 2 | E2 | Assistant Manager/Senior PS/Content Writing Executive | 22600 | 31640 | 40000 | 480000 |
| 3 | E3 | Dy. Manager / /PPS | 25600 | 35840 | 45000 | 540000 |
| 4 | E4 | Manager / Assistant Engineer/Digital Marketing Executive/OSD/ Hindi Officer | 34400 | 48160 | 60000 | 720000 |
| 5 | E5 | Sr. Manager/ Executive Engineer | 43300 | 60620 | 75000 | 900000 |
| 6 | E6 | Dy. General Manager / Superintending Engineer / Chief Administrative Officer | 69800 | 97720 | 120000 | 1440000 |
| 7 | E7 | General Manager / Chief Engineer | 87500 | 122500 | 150000 | 1800000 |

| Sr. No. | Post Code | Designation | Minimum Basic Pay (in INR) | Gross Salary Per Month at Minimum Basic Pay (in INR) | Monthly CTI at minimum basic pay (in INR) - (Rounded off to the nearest thousand) | Annual CTI at minimum basic pay (in INR) (Col. 6 x 12) |
|---|---|---|---|---|---|---|
| **Administrative Support Cadre** | | | | | | |
| 1 | S1 | Jr. Multi-Tasking Staff | 10000 | 14000 | 19000 | 228000 |
| 2 | S2 | Multi-Tasking Staff | 11700 | 16380 | 22000 | 264000 |
| 3 | S3 | Sr. Multi Tasking Staff | 13500 | 18900 | 25000 | 300000 |
| 4 | S4 | Jr. Office Executive | 13500 | 18900 | 25000 | 300000 |
| 5 | S5 | Office Executive | 16800 | 23520 | 30000 | 360000 |
| 6 | S6 | Sr. office Executive | 22700 | 31780 | 40000 | 480000 |
| 7 | S7 | Sr. office Executive (Special Grade) | 28600 | 40040 | 50000 | 600000 |
| 8 | SB1 | Jr. Driver/ Jr. Electrician / Jr. Plumber / Jr. Mechanic | 10000 | 14000 | 19000 | 228000 |
| 9 | SB2 | Driver / Electrician / Plumber / Mechanic | 11700 | 16380 | 22000 | 264000 |
| 10 | SB3 | Sr. Driver / Sr. Electrician / Sr. Plumber/ Sr. Mechanic | 13500 | 18900 | 25000 | 300000 |
| 11 | SB4 | Sr. Driver / Sr. Electrician / Sr. Plumber/ Sr. Mechanic – (Special Grade) | 19700 | 27580 | 35000 | 420000 |

## 5.2 ALLOWANCES & PERQUISITES

### 5.2.1 BASIC PAY

The minimum Basic Pay and CTI have been mentioned against each Post in Rule 5.1. Ordinarily the candidates/employees shall be fixed at the minimum Basic Pay and shall draw the CTI as indicated against each Post. However, in deserving cases, the competent authority, on the recommendations of the Selection Committee, may agree to offer higher CTI, upto a maximum of 15 percent, resulting in fixation of such candidates/employees at consequential higher Basic Pay as most of the constituents of CTI, as defined in Rule 4(iii), are calculated on the Basic Pay. In case CTI needs to be fixed beyond 15%, the approval of Governing Council shall be required.

### 5.2.2 HOUSE RENT ALLOWANCE

The employees shall be paid House Rent Allowance (HRA) @ 10% of basic pay subject to the condition that they have not been provided accommodation by FDDI or are not staying in accommodation provided by the employer of his/her spouse. If both employee and his/her spouse are working in FDDI and are also posted in the same campus, they shall be entitled to separate HRA individually subject to the condition that they have not been provided accommodation by FDDI. However, if accommodation is provided to either of the spouse, no HRA shall be admissible to both.

The House Rent Recovery, Maintenance Charges, Electricity Charges & other Charges as per the applicable rules will be recovered from the monthly salary of the employees who have been allotted FDDI accommodation by the respective campuses.

### 5.2.3 SPECIAL ALLOWANCE

The employee shall be entitled to Special Allowance @ 30% of Basic Pay.

#### 5.2.3.1 COMPENSATORY ALLOWANCE (*started vide HR Circular: 03/2024 dated: 23.09.2024)*

The employee of Guna Campus shall be entitled to Compensatory Allowance @ 10% of Basic Pay.

### 5.2.4 PROVIDENT FUND AND ESI

The FDDI is covered under the Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and employees are eligible for pension under Employees Pension Scheme, 1995 under the Act. The contributions from the salary of employees will be deducted and remitted to EPFO along with FDDI share at the rates prescribed by EPFO/Govt. from time to time.

The FDDI is also covered under the Employees' State Insurance Act, 1948 and contributions from eligible employees will be recovered and remitted to ESI alongwith FDDI share at the rates prescribed by ESI/Govt. from time to time.

### 5.2.5 LEAVE ENCASHMENT

#### 5.2.5.1 Terminal Leave Encashment on retirement/termination/death/resignation

Earned Leave (EL) accumulation lying to the credit of an employee will be allowed to be encashed in accordance with FDDI Rules. The amount payable will be calculated at basic pay last drawn by the employee, subject to a maximum of 300 days EL.

#### 5.2.5.2 Leave Encashment during Service

EL encashment upto 30 (thirty) days per year may be availed by the employee subject to the condition that balance of 90 days remains in credit of his/her leave account after such encashment. The amount payable will be calculated at basic pay drawn by the employee at the time of such application.

### 5.2.6 LEAVE TRAVEL CONCESSION (LTC)

The employees will be entitled for LTC once in set of two years equal to one month Basic Pay in accordance with the prescribed rules. The tax benefits can be claimed by an employee for any of the components including of LTC subject to provisions of the Income Tax Act. The regular employees, in case of initial appointment, shall become entitled to claim LTC after their probation period is cleared by the competent authority. The contractual and fixed term employees shall become entitled to claim LTC after satisfactory completion of one year's continuous service in FDDI.

### 5.2.7 MEDICAL BENEFITS

#### 5.2.7.1 Reimbursement of Medical Expenditure

The eligible employees will be entitled for the reimbursement of medical expenditure incurred by them in respect of self & dependent family members (spouse and two children up to the age of 25 years), under OPD treatment, to the extent of one month gross salary or Rs.15000/- (Rupees Fifteen Thousand Only), whichever is less, on self-certification basis in a financial year. The reimbursement will be made in the month of October and April for the first and second half of the financial year respectively.

#### 5.2.7.2 Mediclaim Policy

The employees will also be entitled to take Mediclaim Policy from an Insurance Company of their choice for coverage of IPD/Hospitalization Treatment Expenditure for self and their dependent family members (Self, spouse and two children upto the age of 25 years). The premium paid by the employees on account of Mediclaim Policy so taken will be reimbursed subject to the ceiling fixed by FDDI from time to time, which at present is as detailed below:

| Age Group (based on Age as on 15th July of each eligible year) | Employee (Unmarried / Single) | Employee & his/her spouse | Employee, his / her spouse and one child | Employee, his / her spouse and two children | Employee and one child | Employee and two children |
|---|---|---|---|---|---|---|
| Upto 35 years | 6200 | 10600 | 12800 | 15500 | 9700 | 12300 |

| Age Group (based on Age as on 15th July of each eligible year) | Employee (Unmarried / Single) | Employee & his/her spouse | Employee, his / her spouse and one child | Employee, his / her spouse and two children | Employee and one child | Employee and two children |
|---|---|---|---|---|---|---|
| 36-45 years | 7100 | 12400 | 14500 | 17000 | 10500 | 13200 |
| 46-50 years | 12600 | 17500 | 19700 | 22400 | 14600 | 17200 |
| 51-55 years | 16300 | 22000 | 24600 | 27700 | 17800 | 21000 |
| 56-60 years | 19300 | 27500 | 30500 | 33800 | 22600 | 25500 |

For employee who applies for reimbursement under Mediclaim Policy, 25% of the entitled reimbursable medical expenditure referred to in 5.2.7.1 shall be recovered / adjusted at the time of such reimbursement.

In case of separation of employees, other than by death, the payment on account of medical facilities as defined will be made proportionately.

The employees will have the option to avail mediclaim / medical facilities either from the organization in which their spouse is employed or from FDDI.

### 5.2.8 MONTHLY MOBILE ALLOWANCE

The employees will be entitled for the reimbursement of expenditure incurred by them on Mobile Call Charges as per scheme notified, vide HR Circular No.: -1/2020-21 dated 17.06.2020. Presently, the monetary ceiling of different category of employees is as under: -

| S.No. | Category / Designations of employees | Reimbursement Amount Ceiling-₹(PM) |
|---|---|---|
| 01 | Non-Executives (Academics / Non-Academics) | 300/- |
| 02 | Assistant Manager / Personal Secretary /Warden/ Sr. Hostel Warden / Jr. Faculty / Associate Faculty/ Jr. Consultant/ Dy. Manager / Manager / Faculty/Consultant/ PPS/ Sr. Manager / Executive Engineer / Sr. Personal Secretary / Sr. Technologist / Project Engineer / Sr. Faculty or equivalent levels. | 400/- |
| 03 | Chief faculty/Head (Academics) / Head of Schools / DGM / GM or equivalent levels. | 500/- |

***Note* - GST payable extra as per the prescribed rates.**

### 5.2.9 GRATUITY

FDDI employees are covered under the FDDI Gratuity Scheme which is in line with The Payment of Gratuity Act, 1972. The Scheme is recognized by the commissioner of income tax under the provisions of the Income Tax Act 1961. A minimum five years of continuous service from the date of joining is necessary for eligibility under the Scheme.

## 5.3 OTHER BENEFITS

### 5.3.1 WEDDING GIFT

On the occasion of marriage of an employee a gift card/Gift Coupons for an amount of Rs.10000/-(Rupees Ten Thousand Only) shall be presented to him/her on behalf of FDDI. Intimation regarding the marriage should be given to concerned HR department. If a newly wedded couple, within one year of marriage, visits a place where FDDI Campus has its own guest house and stay therein, no charges may be taken from the employees upto a maximum period of one week. The aforesaid shall be granted to an employee once in his/her entire service at FDDI.

### 5.3.2 ASSISTANCE FOR PERFORMANCE OF CUSTOMARY RITUALS ON THE DEMISE OF EMPLOYEES

In case of death of an employee, for any reason whatsoever, while in service, an amount of Rs.15000/- (Rupees Fifteen Thousand Only) shall be paid as financial assistance for performance of customary rituals. It is to be paid to the spouse or nominee of the deceased employee entitled to receive the dues payable by the institute in the event of his/her death. In case where either the deceased employee was an unmarried person or has not authorized any persons as his/her nominee or the nominee is not available at the place of death of the employee to take care of his/her funeral, the assistance may be made available to his/her family member/relative/friend/neighbor/well-wisher who actually makes arrangements for the funeral.

On receipt of the information regarding the death of an employee within India, by the concerned HR Department, the Officer concerned shall obtain the sanction of ED at Campuses and MD at HQ for the grant of financial assistance or ex-post facto sanction may be taken in case where time for obtaining sanction is not available, and in such cases HR department shall inform the same to A&F department accordingly. The concerned finance department of the FDDI Office/Campus will release such amount to the concerned HR Employee who in turn will make payment to the concerned person/relative of the deceased employee and the receipt of it will be taken and submitted to the A&F department for adjustment of expenses.

## 6 ANNUAL INCREMENTS

The grant of annual increment and the quantum of annual increment shall be subject to the decision of the competent authority. The annual increment will be based on the performance of the employee as per the given appraisal rating of the previous year except when it is withheld as a penalty.

There will be no annual increment for those employees whose final annual performance appraisal ratings after normalization is judged as unsatisfactory during the last appraisal assessment year. The employees who have availed LWP/EOL on grounds other than medical for 3 months (Three Months) or more including period of unauthorized absence and dies-non during the year for which increment is being considered, will not be entitled for the annual increment. The date of increment will be the month following in which an employee has completed one year of service after previous date of increment or joining the services of the organization or as decided by the competent authority. The employees against whom disciplinary & vigilance cases are pending or contemplated shall be granted annual increment subject to the final outcome of such disciplinary proceedings.  Therefore, during the pendency of the proceedings no increment shall be granted.

## 7. TRAVELLING ALLOWANCE & DAILY ALLOWANCE ON OFFICIAL TOUR WITHIN INDIA

7.1 All employees of the Institute traveling on official purposes in India or abroad are entitled for journey fare, local conveyance charges, accommodation charges and daily allowances at the rates fixed by the competent authority from time to time.

**7.2** On completion of each tour, the employees of the Institute will submit their Travelling Allowance claims within 30 days of the completion of return journey as per FDDI rules, duly supported by hotel bills, expenditure vouchers/bills, air-ticket including boarding pass or railway tickets etc.. In the absence of air ticket including of boarding pass / railway tickets / bus tickets, the Travelling Allowance bills shall not be entertained unless specifically approved by the Competent Authority under exceptional circumstances. The time relaxation for submission of claims can be granted on genuine reasonable grounds by submitting an application in HQ-HR Department through campus. The case will be examined by HQ-HR and on approval of competent authority, such relaxation will be intimated to the concerned employee and Accounts and Finance department.

**7.3** In cases where boarding and lodging are provided to employees at the Institute's expenses or at the expenses of client or other organizations, they will be entitled to daily allowance at one-fourth of the normal rate on official tour to cover out-of-pocket expenses.

**7.4** Employees shall not avail of any leave while on tour. If this becomes necessary under unavoidable circumstances, the employees will be entitled to Daily Allowance and Hotel accommodation charges only for actual number of days spent on official duty out station excluding the days for which leaves are availed. However, both way travel expenses will be paid provided the duration of the leave period does not exceed 05 days within the period from date of commencement of tour to the date of return. In case the total leave availed during the period of tour is more than 05 days only one-way fare will be payable.

**7.5** The Daily Allowance rates do not include expenses incurred on taxies or other local transport which shall be reimbursed upon submission of proof regarding the same.

**7.6** The rates of daily allowance will be admissible only for out station work where an employee has to spend a night outside respective Campus/Head Quarter. Otherwise, only incidental expenses will be admissible on submission of details.

### 7.7 Traveling Allowance and Daily Allowance rates

Employees of the Institute traveling on official duty shall be entitled for Journey Fare, Daily allowance, Guest House Charges (If stay is not free), Hotel Charges and Local Conveyance at such rate as approved by the Governing Council from time to time.

### 7.7.1 Journey Fare

The entitlement for mode and class of journey to be performed will be as follows:

| S. N | Designation code | By Air | SHATABDI EXPRESS | RAJDHANI EXPRESS | ANY OTHER TRAIN |
|---|---|---|---|---|---|
| 1 | S1 to S3<br>SA1 & SB1 | - | - | - | 2nd class |
| 2 | SA2 to SA4<br>SB2 to SB4<br>S4 to S7 | - | CHAIR CAR | 3AC | Chair car/ 3AC |
| 3 | T1 to T3<br>E1 to E4 | - | CHAIR CAR | 3 AC | 2 AC |
| 4 | T4 & E5 | Economy Class | CHAIR CAR | 2AC | 2 AC |
| 5 | T5,E6 & E7 | Economy class | Executive class | 1AC | 1 AC |

In case an employee travels by a class/mode which is not his/her entitled class/mode, he/she shall be reimbursed the amount of fare of entitled class/mode only.

In cases of exigencies / emergencies journey by higher class/mode, may be sanctioned by the Competent Authority.

### 7.7.2 Daily Allowance:

The entitlement of daily allowance to the employee while on tour will be as follows:

**Entitlement of daily allowance**

| Pay Grade | CITY X CLASS (Rs.) | CITY Y CLASS (Rs.) | CITY Z CLASS (Rs.) |
|---|---|---|---|
| S1 TO S5, SA1 to SA2, SB1 to SB2 | 400 | 300 | 200 |
| S6 & S7, SA3 to SA4 & SB3 to SB4 | 500 | 400 | 300 |
| T1 & T2<br>E1 & E2 | 600 | 500 | 400 |
| T3 & T4<br>E3 TO E5 | 700 | 600 | 500 |
| T5,E6 &E7 | 800 | 700 | 600 |

No bill is required to be submitted to claim Daily Allowance.

Wherever calculation for daily allowance admissible for journey period during outstation tours are required to be necessarily made, the same is to be regulated on the basis of actual journey time involved from starting time of departure from place of work or residence as the case may be and ending at the time of arrival at residence/work place after suitable rounding off in case of period less than 24 hours.

- No DA shall be paid if absence is less than 6 Hours.

- Period of absence for more than 6 hours but less than 12 hours- half DA admissible

- Period of absence more than 12 hours -Full DA admissible

- An employee who has proceeded on official tour, if he/she returns to HQ (place of work / residence) within a period of 24 hours from time of departure from his/her place of work/residence, will be entitled to daily allowance at the rate applicable to the place of visit

**7.7.3** In case of temporary transfer/prolonged stay of staff involving movement from one campus to another campus, the following quantum of Daily Allowance shall be admissible:

| Category of employees | Rate admissible upto first 30 days | Rate admissible upto next 30 days | Rate admissible upto 90* days beyond column 2 & 3 |
|---|---|---|---|
| All Employees | Full | Half | Half |

* With specific approval of Competent Authority

### 7.7.4 Guest House Charges and Hotel Charges

(A) When employees are traveling to FDDI campuses on official tour, they have to necessarily stay in the Guest House/Hostel/office accommodation for boarding purposes. Only in case of non-availability of Guest House/Hostel/office accommodation, the employees may avail Hotel Facilities, with the approval of respective ED in case of campuses and Managing Director in case HQ, subject to production of non-availability certificate by the employee duly issued by the concerned campus, where they have visited on tour, upon joining back headquarters after completion of tour.

(B) A person on tour and staying in FDDI Guest House shall be provided free of cost accommodation i.e. no charges will be taken on this account from him/her. The stay will be allowed for the period of tour as allowed by the competent authority. In case of joining on transfer from other FDDI Campuses/Offices, the free stay will be allowed for a period of 15 days only. For stay beyond the permissible period, the approval of the competent authority is required with payment of guest house accommodation charges @ Rs.400/- per day. It will be deducted from the salary of the respective employees on advice from HR &Administration Department.

(C) Each Campus may create & maintain at least two rooms as a guest house at thereon as per requirement. The double bed, mattresses, bed sheets, pillow with cover, blanket, dressing table, fridge (190 Litres), water jug, air-conditioner, LED TV (43”), study table and other essential items may be suitably provided and maintained adequately at the campus guest houses. The HR Coordinator/department at the Campuses & HQ will be responsible for managing and upkeep of the guest house rooms properly and allotment as per request/requirement with the approval of the Campus ED.

(D) Where an employee has to stay in Hotel and pays for boarding & lodging, the Hotel charges shall be paid as under, for which the employee is required to produce bills which shall be reimbursed up to the limit of their respective entitlements:

| **Pay Grade** | **X Class Cities** | | **Y Class Cities** | | **Z Class Cities** | |
|---|---|---|---|---|---|---|
| | **Hotel Charges** | **Food Allowance** | **Hotel Charges** | **Food Allowance** | **Hotel Charges** | **Food Allowance** |
| SA1 to SA2, S1 TO S5, SB1 TO SB2 | 1700 | 600 | 1150 | 450 | 850 | 300 |
| S6 & S7, SA3 to SA4 & SB3 & SB4 | 2700 | 700 | 1650 | 550 | 1100 | 400 |
| T1 & T2 E1 & E2 | 3700 | 800 | 2150 | 650 | 1600 | 500 |
| T3 & T4 E3 to E5 | 4700 | 900 | 3150 | 750 | 2100 | 600 |
| T5,E6 & E7 | 5700 | 1000 | 4150 | 850 | 2600 | 700 |

***Note - GST payable extra as per the prescribed rates***

### 7.7.5 Local Conveyance

The entitlement for local journey at the HQ & Outstation by the employee will be as follows:

| Pay Grade | CEILING RESTRICTED TO THE FOLLOWING MODE OF TRANSPORT |
|---|---|
| S1 TO S7, SA1 to SA4, SB1 TO SB4 | OWN VEHICLE (2 Wheeler) / AUTO / BUS / RICKSHAW |
| T1 to T-5<br>E1 to E7 | OWN VEHICLE (2/4 Wheeler) / ACTUAL TAXI FARE |

Employees using their own / hired conveyance at Headquarter or Outstation may be reimbursed @ Rs. 7 per km for Two-wheeler and @ Rs 12 per km for Four-wheeler as per their entitlement, upto a maximum of 50 kms per day or actual whichever is less. In case an employee travels beyond 50 KM by his/her own car, the journey fare will be restricted to the fare restricted to his entitlement. In such cases, an employee should possess valid registration certificate in his/her own name, valid insurance policy and valid driving license to drive the scooter/motor cycle/motor car, as the case may be.

### 7.7.6 Miscellaneous charges incidental to official tour

The following tour incidental expenses if actually incurred will also be reimbursed on production of receipts, subject to approval of Managing Director at HQ / ED at campuses as the case may be:

- The excess baggage charges for carrying official records & Goods.
- Any other expenses not covered and incidental to the course of tour.

## 8.0 CLAIM

**8.1** Claims for the reimbursement of traveling allowance in all cases will be entertained only on completion of return journey wherever applicable.

8.2 All claims for journeys undertaken under these rules should be submitted within the time limit of 30 days duly signed by the HOD of the employee and approved by the ED or MD (as the case may be). It is in respect of the cases, where an employee has drawn an advance for performing the official tours/journeys/shifting of household goods on transfer, as the case may be. In other cases i.e. where an advance has not been drawn, the claims may be submitted within three months of the completion of the return journey wherever applicable.

**8.3** Claims for reimbursement of traveling allowance not preferred within one month / three months from the date of completion of return journey, wherever applicable, will not be entertained normally except with the specific approval of the MD. The approval in such cases will be examined by the HQ-HR, NOIDA before seeking the approval of MD on submission of request by the concerned employee on genuine grounds through ED.

**8.4** Approval of TA Claims after expiry of 6 months from the date of completion of return journey may be considered by the MD on the basis of recommendations of committee consisting of officers of HR-HQ and A&F-HQ Department. The committee so formed shall examine submit its recommendations / observations for payment of TA Claims submitted on expiry period of 6 months.

**8.5** The TA Claims should accompany the below mentioned documents: -

| **Type of Tour** | **Documents to be submitted with TA Claim** |
|---|---|
| **Regular (Within India)** | ✓ Air/Rail/Taxi/ Bus Tickets/Receipts (as the case may be).<br>✓ Security checked Boarding Pass (in case of air travel)<br>✓ Guest House/Hotel Bills (if any).<br>✓ Taxi Bills for journeys to and from railway station/bus stand/airport, at HQ and at tour stations, if the bills are to be claimed at actual.<br>✓ Training Order (in case of training).<br>✓ Toll Tax Payment Receipts |

| Type of Tour | Documents to be submitted with TA Claim |
|---|---|
| **On Transfer** | ✓ Air/Rail/Taxi/ Bus Tickets/Receipts (as the case may be).<br>✓ Security checked Boarding Pass (in case of air travel).<br>✓ Baggage/Insurance/Transportation- Bills.<br>✓ Charges/Toll Tax/Re-registration of Vehicle Receipts.<br>✓ Quarter Vacation Report from previous place of posting, if any.<br>✓ Baggage Shifting Certificate issued by the HR Coordinator |

## 9.0 ENTITLEMENT ON TRANSFER

Transfer means the movement of an employee from one office/campus/headquarter at which he/she is posted to another office/campus to which his/her former headquarter (Place of posting of an employee) has been changed or where he is ordered to take up the post.

**9.1** In case of transfer of an employee in the interest of the institute i.e. FDDI, the entitlement shall be regulated as per the provisions contained under these rules.

**9.2** A transfer at the request of an employee will not be treated as a transfer in the interest of institute unless the authority sanctioning the transfer, for special reasons which should be recorded in writing, otherwise directs.

### 9.3 Journey Fare

**9.3.1** An employee and members of his/her family (Self, spouse, two dependent children up to age of 25 years and dependent parents) residing with the employee will be entitled to travel by the same mode and class of travel as on tour with reference to his designation at the new place of posting and will be entitled to single fare for self and each member of his family as chargeable under the rule of the concerned mode of travel. The conveyance charges between Airport/Railway Station/Bus Stand and residence at the previous headquarter as well as the new headquarter will be reimbursed in accordance with the provisions contained in rule 7.7.5 of these rules.

**9.3.2** The fare will normally be admissible from the old place of posting to the new place of posting. However, if the family of an employee travels to a place other than his/her new place of posting or travels from a place other than his old place of posting, the reimbursement of fare to be allowed for such journey performed by the family shall be the amount admissible for the distance between the new place of posting and the old place of posting or the actual fare paid, whichever is less.

**9.3.3** An employee's family member who follow him/her within three months from the date of his/her transfer or precedes him/her by not more than one month will be deemed to have accompanied with him/her. This time limit of One/Three months, as applicable can be extended by HQ-HR with the approval of MD, in individual cases attached with special circumstances, such as, due to reasons of education of children or sickness of family members, etc.

**9.4 Daily Allowance**

For journey period, an employee will be entitled to Daily Allowance for self and each member (12 Years and above age) of his family at full rate and for each member between the age group of 3 years and less than 12 years at half rate as incidentals in accordance with the rule 7.7.2 of these rules subject to a minimum of one Daily Allowance for each child in the age group of 3 to 12 years.

**9.5 Baggage Allowance:**

An employee will also be entitled to reimbursement of actual expenses of the following kind subject to the limits as specified herein.

### 9.5.1 REIMBURSEMENT OF HOUSEHOLD GOODS SHIFTING EXPENSES

| Distance | Post Code | | |
|---|---|---|---|
| | **SA1 to SA4, S1 to S7, SB1 to SB-4** | **T1-T2, E1-E3** | **T3-T5, E4-E7** |
| Upto 500 Kms | As per bills submitted or Rs.12000/- whichever is less | As per bills submitted or Rs.15000/- whichever is less | As per bills submitted or Rs.18000/- whichever is less |
| 501 Kms to 1000 Kms | As per bills submitted or Rs.18000/- whichever is less | As per bills submitted or Rs. 22500/- whichever is less | As per bills submitted or Rs.27000/- whichever is less |
| More than 1000 Kms | As per bills submitted or Rs.24000/- whichever is less | As per bills submitted or Rs. 30000/- whichever is less | As per bills submitted or Rs. 36000/- whichever is less |

Besides above, all category of employees shall be entitled to Packing Charges of Rs.4000/-.

**9.5.1.1** The following documents are required to be submitted by the employee for claiming Household Goods Shifting Allowance:

a) Certificate from the Campus HR Coordinator at the time of shifting of household goods containing Truck Number, Date of Shifting and List of Household Goods.

b) Exit and Entry of Truck – Certificate from the Security Supervisor Countersigned by the Campus HR Coordinator containing the Truck Number & Date of Exit/Entry from/to the campus (applicable only to employees staying at the Campus).

c) Toll Tax/Municipal Tax Payment Receipts falling in between the route of the journey if paid by the employee

d) Invoice/Bill, GR and payment receipt issued by the transporter.

### 9.5.2 VEHICLE TRANSFER/SHIFTING EXPENSES

| Distance | Amount Reimbursable | | Remarks |
|---|---|---|---|
| | **Two Wheeler** | **Four Wheeler** | |
| Upto 500 Kms | Actual Expenses or Rs.3000/- whichever is less | Actual Expenses or Rs.9000/- whichever is less | Reimbursement will be allowed for one vehicle only either two wheeler or four wheeler. The vehicle should be in the name of the employee possessing valid registration certificate, driving license and insurance. |
| 501 Kms to 1000 Kms | Actual Expenses or Rs.4500/- whichever is less | Actual Expenses or Rs.12000/- whichever is less | |
| More than 1000 Kms | Actual Expenses or Rs.6000/- whichever is less | Actual Expenses or Rs.18000/- whichever is less | |

**9.5.2.1** When the conveyance is sent under its own propulsion, the employee/members of family travelling by the vehicle will not be entitled to separate fare by air/rail/road mileage. Separate air/rail/road mileage will be admissible for the employee and/or members of family if they travel otherwise than by the conveyance being transported under its own propulsion.

**9.5.2.2** The following documents are required to be submitted by the employee for claiming Vehicle Transfer / Shifting expenses:

a) Toll Tax/Municipal Tax Payment Receipts falling in between the route of the journey if paid by the employee

b) Invoice/Bill and payment receipt issued by the transporter.

**9.6** The employees transferred on administrative grounds in the interest of the institute will be entitled for the Travelling Allowance/Daily Allowance, Household Goods & Conveyance Shifting Charges as per his/her entitlement outlined under these rules. The Octroi duty, entry taxes, terminal taxes and toll tax paid by an employee during performing journey & shifting of household goods between the existing place of posting and new place of posting i.e. the place of transfer will be payable on production of payment receipts/documentary evidence. The charges will be payable by the shortest route.

**9.7** Where journeys are performed by road between the places connected by rail, the payment of journey fare will be restricted as per the rail fare as per entitlement of an employee. However, in exceptional cases, the competent authority may relax these provisions in really deserving cases purely on merits on the recommendations of the HQ-HR Department but not as a general practice.

**9.8 Transfer on Request of employee**

In case of employees who have been transferred on request - No Transfer Travelling Allowance/Daily Allowance / Transportation of Household Goods / Packing charges and Vehicle Transportation (Scooter/Car) Charges will be payable.

## 10. REMOVAL OF DOUBTS

Where a doubt arises as to the interpretation of any of these rules, the matter shall be referred to the HQ-HR, Noida which in turn will decide the matter with the approval of competent authority.

## 11. AMENDMENTS

The Governing Council may modify, add or delete any provision of the regulations, from time to time, and all such amendments notifications shall take effect from the date stated therein.

***

# 4. FDDI Residential Accommodation Allotment Rules

**THE FDDI SERVICE REGULATIONS**

***CHAPTER – 3***

# FDDI RESIDENTIAL ACCOMMODATION ALLOTMENT RULES

## 1. TITLE

These regulations shall be called “The FDDI Residential Accommodation Allotment Rules”. These rules will come into force with effect from the date of issue of its notification.

## 2. SCOPE

These rules shall apply to all the residential buildings and premises belonging to FDDI, allotted to the employees of institute to use the same for residence, under the permission of the competent authority and in accordance with these rules. The term residential buildings includes all constructions, permanent, temporary, semi-permanent, dormitory belonging to or otherwise secured by the institute for the purpose of housing its own employees.

Employees shall use as a licensee, Institute’s quarters or any other accommodation of the Institute by paying such fee or compensation as may be fixed by the Institute in this regard from time to time. The same may, if the Institute chooses, be deducted from their monthly salary. Employees shall also vacate or shift the quarters, immediately as and when required by the Institute. It is clearly understood that by using the Institute’s quarters employees shall not obtain any tenancy rights. An employee allotted FDDI accommodation shall not be entitled to House Rent Allowance.

## 3. DEFINITIONS

(i) Unless otherwise defined in this Chapter, words and expressions defined in Rule 4 of General Service Regulations (Chapter - 1) shall be applicable to this Chapter also.

(ii) ‘Accommodation’ means residential accommodation / Rest house allotted / to be allotted to the employees.

(iii) 'Allotment' means the grant of permission to employees to occupy a residence in accordance with the provisions of these rules as may be in force from time to time, for residential purpose only for such period as permitted with the approval of Competent Authority.

(iv) 'Basic Pay' shall mean the basic pay of the employee as defined in Chapter 2 – Pay & Allowances, and is being drawn by the employee at the time of application for allotment of FDDI residential accommodation.

(v) 'Family' means spouse and children, parents, brothers and sisters of the employee who ordinarily reside with and are dependent on the employee.

(vi) 'House Allotment Committee' means a committee constituted by the competent authority to consider allotment of residence and exercise such other function as are provided in the rules, constituted by the competent authority from time to time.

(vii) 'Improper use' means without prejudice to the generality of the term it includes:

a) Use of accommodation or a portion thereof for any purpose other than the purpose for which it is allotted.
b) Putting up structures, either permanent, semi-permanent or temporary in the premises thereof, without prior permission.
c) Permitting any person other than the members of the allotted person's family to use the whole or any portion of the accommodation permanently or temporarily for consideration or otherwise.
d) Tampering in any form, including alteration or extension of the electric lines, water connection, sewage pipes or any other service facilities, that may be in the premises.
e) Keeping cows, buffaloes, goats or any such other animals in the premises allotted.
f) Keeping any noxious, inflammable and dangerous articles in the premises or keeping the premises in an unclean, foul or insanitary condition.
g) Carrying on illegal or immoral activities in the allotted residential accommodation or causing nuisance or annoyance to the neighbours or to the employees by the employee himself or any member of his family or any other person residing with him.

h) Using institute's accommodation for any trade / business / office, by any employee or any of his family members or allowing any other person to so use it and applying for registration giving the allotted accommodation's number as the official address of the firm, etc.

(viii) 'License fee' means the sum of money payable monthly in respect of any type of residence allotted to an employee under these rules, but does not include the electricity and water charges which shall be borne separately by the allottee. The License fee rate shall be reviewed by competent authority from time to time.

(ix) 'Penal Rent' means the sum to be collected as compensation / penalty from any employee for 'unauthorized occupation' of institute's residential accommodation. The Penal rent shall be fifty (50) times the applicable License fee.

(x) 'Rest House' is an accommodation utilized for stay of guests / employees for a limited period on Official/Personal Tour for which they are charged a certain amount which excludes the charges for meals, breakfast, tea, etc which shall be charged separately.

(xi) 'Unauthorised occupation' means:

a. use of any residential accommodation without authority for such use and occupation.
b. continuance of use, after the authority under which an employee occupies the residential accommodation under and in accordance with these rules, ceases.

## 5. TYPES OF RESIDENTIAL ACCOMMODATION

FDDI has the following *types of residential accommodation for employees:

(a) 3-Bedroom accommodation
(b) 2-Bedroom accommodation
(c) 1-Bedroom accommodation
(d) Shared accommodation

*All the types of accommodation may or may not exist in all the campuses.

## 5.1 LICENSE FEE ELECTRICITY CHARGES AND WATER CHARGES: *(revised vide HR Circular 01/2024 dated: 12.01.2024)*

The rate of license fee for FDDI residential accommodation has been revised by the Governing council in its 81st meeting. Following are the revised rates of License Fee for recovery from employees who are allotted FDDI's residential accommodation are as under:

| **Types of FDDI accommodation** | **Range of living area in sq. mtr.** | **Revised license rounded off to nearest 10, for the concerned type (in ₹)** |
|---|---|---|
| 1BHK | Upto 30 | 210 |
| | 31-50 | 440 |
| | Beyond 50 | 660 |
| 2BHK | 59-75 | 880 |
| | 76-91.5 | 930 |
| | Beyond 91.5 | 1650 |
| 3BHK | 91.6-106 | 1750 |
| | Beyond 106 | 2170 |

***The license fee for* Shared Accommodation (1BHK flat on twin sharing basis)** *shall be half of the above mentioned prices pertaining to area of 1 BHK accordingly.*

**The Electricity and Water Charges remains unchanged i.e. as per actual.**

## 6. TERMS AND CONDITIONS FOR THE ALLOTMENT OF THE FDDI ACCOMMODATION

Entitlement for residential accommodation, subject to availability, will be as under:

| Basic Pay (Rs.) | Type of accommodation |
|---|---|
| 47001 & above | 3-Bedroom |
| 26001 – 47000 | 2-Bedroom |
| 26000 & below | 1-Bedroom |
| Not applicable | Shared accommodation<br>(twin sharing basis – 1 bed room set) |

(a) In case of tie in eligibility for allotment based on the basic pay, the date of joining of the employee shall be the determining factor for allotment and accordingly the employee who has joined FDDI earlier shall become eligible.

(b) If the husband and the wife are both employees of the institute and are posted at the same campus, then only one of them, who is senior would be eligible for allotment, as per her/his entitlement.

(c) If the husband and the wife are both employees of the institute and are posted at different campuses, then only one of them (with whom the family shall be residing) shall be eligible for accommodation as per eligibility of his/her entitlement at that campus and the other (being posted as a forced bachelor) shall be eligible to a shared accommodation at his / her place of posting.

(d) All employees except the local employees (local employees shall be those employees who are having their owned accommodation/permanent address as per office records, within a radius of 50 kilometers from the campus) will be eligible for allotment of residential accommodation in the residential quarters. In case the employee hides the fact of having an owned residential accommodation in his/her name or in the name of her/his spouse (within a radius of 50 kilometers from the campus) and continues to occupy FDDI residential accommodation, it shall be treated as unauthorized occupation and the Penal rent shall be charged from the said employee from the date of purchase / registration of the residential property in his/her name or in the name of her/his spouse or from the date of allotment, whichever is later.

If after allotment of FDDI residential accommodation, the employee or her/his spouse subsequently becomes the owner of a residential accommodation (within a radius of 50 kilometers from the campus), the employee shall necessarily inform FDDI regarding the same, and also hand over the possession of the FDDI residential accommodation to the Administration department within 02 months of such acquisition of own residential property, failing which, the occupation of FDDI accommodation shall be treated as 'unauthorized occupation' and 'Penal Rent' shall be deducted from her/his salary from the date of expiry of the 02 months period.

(e) If an employee is under suspension pending enquiry, he will not be eligible for allotment of accommodation during the period of suspension.

(f) In case of resignation or dismissal of employee, the official accommodation may be retained upto a maximum of one month from the date of dismissal or acceptance of resignation.

(g) In case of transfer, deputation, retirement or death of an employee the official residence allotted to the concerned employee may be retained upto a maximum period of two months from the date of occurrence of such event at normal license fee rates. However, on request, with approval of Managing Director, allotment beyond the admissible time limit, upto 2 (two) months, shall be granted on double the rate of normal license fee.

(h) A separate seniority list for each category of residential accommodation of eligible allotees will be prepared by respective campuses as on 1st January every year.

(i) The Managing Director, Secretary and Executive Director, will be provided accommodation by the Institute, wherever required, out of the existing FDDI's accommodation or any leased accommodation arranged by FDDI. In case of lease accommodation, the accommodation shall be provided as per their entitlement in the Central government. The house rent recovery rate in respect of leased accommodation will be as decided by Managing Director for Executive Director and Secretary and by the Governing council for the Managing Director, from time to time. The electricity and water expenses for such residences shall be borne by the institute on the actual basis upto a ceiling limit of Rs. 6000 (six thousand) per month in case of Managing Director and Rs. 5000 (five thousand) per month in case of Secretary and Executive Director, beyond which the amount shall be adjustable / recoverable from their respective salary.

(j) Managing Director / Secretary / Executive Director may retain the FDDI's campus accommodation provided to them upto a maximum period of 06 (six) months from the end of the month of transfer/repatriation/retirement/completion of tenure/death.

(k) Retention of accommodation beyond the permissible period by an employee will be construed as unauthorized occupation and the resident shall be charged Penal rent for residential accommodation, besides action for eviction shall be initiated simultaneously.

(l) An employee proceeding on sabbatical leave may also be allowed to retain the accommodation during such period if such absence is duly sanctioned by FDDI.

(m) An employee can be allotted an accommodation below his/her entitlement provided he / she opts specifically for it in the absence of accommodation of his/her eligibility level, provided there is no entitled applicant for that type of accommodation. If such below entitlement accommodation is allotted upon request, subject to availability, upon subsequent availability of vacant accommodation of his/her entitled level, he/she shall be allotted her/his entitled category of accommodation as per the seniority list for allotment.

(n) One accommodation of each type in each Campus will be reserved as Managing Director's quota for a year and allotment of which shall be at the discretion of the Managing Director, who will have the discretion to allot the same on out-of-turn basis.

(o) Once the person is allotted accommodation out of Managing Director's quota he / she shall be deemed to have been allotted accommodation as per normal eligibility criterion.

**7. PROCEDURE FOR ALLOTMENT OF ACCOMODATION**

(a) Each employee desirous of residential accommodation will apply to the HR Department of the campus concerned on a prescribed format (Annexure-I).

(b) If an employee occupying a lower type of accommodation is allotted a quarter of the type for which he is entitled but refuses to take possession of the same within the stipulated time of 05 days, the allotment will be cancelled and she / he may be permitted to continue in the earlier allotted accommodation subject to the condition that he shall not be eligible for another allotment for a period of one year from the date of cancellation of allotment.

(c) When offer of allotment is made to an employee, he/she can accept or reject the offer within five working days from the date of receipt of the offer. No rent will be charged for this period. If the acceptance is not received within five working days of the issue of the offer letter, the allotment shall be deemed to have been cancelled. In event of non-acceptance / cancellation of the allotment, the employee shall not be eligible for another allotment for a period of one year from the date of such refusal / cancellation. If the offer is accepted within the stipulated period, an allotment letter shall be issued specifying the type of accommodation, period of allotment, effective date of allotment, etc. The allotment shall deemed to be effective from the date on which he/she takes the keys of the allotted accommodation from the Administration Department or within five working days of the date of issue of the allotment letter, whichever is earlier, accordingly the license fee shall be charged from such date.

(d) If an employee, who under the earlier rules of house allotment was allotted a particular category of residential accommodation, consequent upon implementation of new provisions becomes entitled to a lower / upper type of quarter, the employee concerned shall be given a time period of 02 months to occupy his new allotted accommodation or otherwise. No expenses on account of shifting in such cases shall be admissible. The terms and conditions of allotment under these rules shall become applicable in any case.

(e) No person other than family members will be allowed to stay in the quarters with the allottee.

(f) No employee who has been allotted a FDDI accommodation shall in any circumstances sublet the allotted quarters or any portion thereof or any of the attached out-house or garages to any other employee or any outsider or put to 'improper use' the allotted accommodation. If any employee is found doing so, his/her allotment shall stand cancelled through a cancellation order and penal rent shall be levied from the date of such cancellation order, which shall be deducted from his/her salary, till the time he/she hands over the accommodation to FDDI, and action shall also be taken as per conduct rules of FDDI.

(g) An allottee under these rules shall only be an occupant of the quarters allotted to him and will not acquire any right of a tenant under any circumstances.

(h) The institute will provide maintenance services only. Cost of any consumable items that needs to be replaced / repaired would be borne by the allotee except major repair works as defined by the department looking after civil works, from time to time.

(i) Deduction of license fee and other charges, which include charges on account of expenses incurred by FDDI in repairing the damages beyond normal wear and tear caused to the fixtures, shall be done from the salary of the employee.

(j) The assessment of damage or loss caused to the quarters except the normal wear and tear shall be made by the Administration department and the institute will have the right to realize the amount involved by way of deduction from the salary/dues involved payable to the persons concerned, provided that cost of the loss or damage caused to the quarters or to the fittings may not be realized from the allottee, if there are good and sufficient reasons to establish that the same has occurred due to circumstances beyond the control of the allottee.

(k) Where two employees in the occupation of separate accommodation allotted under these rules in the same campus marry each other, they shall within one month of their marriage, surrender one of the accommodation, failing which, the accommodation which is of lower type from amongst the 2 (two) allotted accommodations shall stand cancelled and penal rent shall be levied from the date of expiry of one month period after marriage, which shall be deducted from his/her salary, till the time he/she hands over the accommodation to FDDI, and action shall also be taken as per conduct rules of FDDI.

(m) In case of any interpretation of these rules, the decision of the Managing Director will be final.

**8. REST HOUSE ACCOMMODATION**

The following guidelines are to be followed for providing accommodation in the Rest House of the Institute:

(a) Charges for stay in the Rest Houses (which excludes charges for meals, breakfast, tea, etc.) shall be as follows:

i. **For Employees of institute while on tour / on medical treatment, Guest Faculties:**

| **Type of Accommodation** | **Upto 7 days** | **8-15 days** | **16-30 days** | **31-60 days** | **61-90 days** |
|---|---|---|---|---|---|
| | Rate (in ₹) per day | | | | |
| Single bed (Room) | 100 | 200 | 400 | 800 | 1600 |
| Double bed (Room) | 150 | 300 | 600 | 1200 | 2400 |

ii. **For Employees of institute while on personal obligation:**

| **Type of Accommodation** | **Upto 7 days** | **8-15 days** | **16-30 days** | **31-60 days** | **61-90 days** |
|---|---|---|---|---|---|
| | Rate (in ₹) per day | | | | |
| Single bed (Room) | 200 | 300 | 500 | 900 | 1700 |
| Double bed (Room) | 250 | 400 | 700 | 1300 | 2500 |

iii. **For others that include officers & staff of other State / Central PSEs, Central Govt., State Govt., clients of institute and guests of institute:**

| Type of Accommodation | Upto 7 days | 8-15 days | 16-30 days | 31-60 days | 61-90 days |
|---|---|---|---|---|---|
| | Rate (in ₹) per day | | | | |
| Single bed (Room) | 300 | 400 | 600 | 1000 | 1800 |
| Double bed (Room) | 350 | 500 | 800 | 1400 | 2600 |

**(b) Conditions:**

(i) The Rest House accommodation will be allotted on prior intimation, subject to availability of accommodation. The allotment of accommodation will be made on 'First Come First Serve' basis.

(ii) Normally accommodation will be allotted to employees on official tour. In exceptional cases, however, subject to availability of accommodation, the employees may be allowed to stay in the Rest House while on private work, with the prior approval of the competent authority.

(iii) Employees who come to join institute on their first appointment or on transfer from one campus to another will be allowed Rest House accommodation. As soon as the alternate accommodation is allotted to the employees in the campus is provided, she/he will have to vacate the Rest House.

Normally the period of stay in the Rest House in such cases should not exceed 15 (fifteen) days. However, the cases of stay beyond (15) fifteen days may be allowed with the specific approval as under:

i. Up-to 30 days - Executive Director of the campus
ii. Up-to 90 days - Managing Director

(c) The charges for meals, breakfast, tea, etc. shall be as per rates notified from time to time by respective Rest house.

(d) At the time of checking out from the Rest House, the visitors shall make payment to the official in-charge of the Rest House on account of accommodation charges and charges for meals, snacks etc.

(e) In exceptional cases, only with the approval of competent authority, no charges in respect of boarding and/or lodging will be levied from institute's guests. The accommodation provided to them, in such exceptional cases, will be free of charge and the expenses on account of breakfast, tea, meals etc., will be borne by the institute.

****

**Annexure-I**
**Refer Clause 7 (a) of the FDDI Residential Accommodation Allotment Rules (Chapter-3)**

## APPLICATION FOR ALLOTMENT OF FDDI RESIDENTIAL ACCOMODATION FOR THE ALLOTMENT YEAR …20…………

## TO BE FILLED BY THE APPLICANT

(Incomplete application will not be accepted / processed)

1. **Full name of applicant** (in BLOCK LETTER) …………………………………………….
2. **Name of father/husband/spouse** …………………………………………….
3. **Designation** …………………………………………….
4. **Department** …………………………………………….
5. **Campus** …………………………………………….
6. **Basic Pay** (Rs.) …………………………………………….
7. **Date of Birth**   /  /
8. **Date of appointment in FDDI** ……/……. /…………
9. **Indicate below the Type(s) of houses for which you are applying:**

| Type of Accommodation | Eligible Basic Pay range | Please tick for the type |
|---|---|---|
| 3-Bedroom | 47001 & above | |
| 2-Bedroom | 26001 – 47000 | |
| 1-Bedroom | 26000 & below | |
| Shared accommodation (twin sharing basis – 1 bed room set) | Not applicable | |

**10.** Whether the applicant was debarred from allotment of FDDI accommodation in the past? (tick) If yes, please give detail

**Yes___ / No___**

**11.** Whether the applicant and her/his spouse occupying accommodation allotted by / from FDDI or any other organization or any other pool? (Tick)

**Yes____/No___**

**12.** Whether the applicant, his/her spouse own a house at or within 50 kms from the FDDI campus? (Tick)

**Yes____/No____**
If yes, please give details as under:

| Owner 's Name | Relationship with applicant | Address of house |
|---|---|---|
| | | |

## DECLARATION OF APPLICANT

1. I have read and hereby agree to abide by the FDDI residential accommodation rules andinstructions issued there under from time to time.
2. I am aware of the penalties, which can be imposed in the event of furnishing of false information, subletting/improper or unauthorized use of the premises under the Allotment Rules ibid.
3. I hereby declare that the information given above is true and I have not concealed anything in this respect and in the event of any information furnished by me is found to be false, I shall be liable to face action as deemed fit under the FDDI rules / orders in this regard.

**Date** :……………  **(Signature of applicant)**

**TO BE FILLED IN BY THE ADMN DEPARTMENT**

| | | |
|---|---|---|
| **Date** | **:** | |
| **Name of the applicant** | **:** | |
| **Designation** | **:** | |
| **Basic Pay (Rs.)** | **:** | |
| **Entitled type of residential accommodation** | **:** | |
| **Whether eligible as per FDDI residential accommodation Rules** | **:** | |
| **Whether eligible as per seniority list of allotment, if so, whether recommended by House Allotment committee** | **:** | |

1. Certified that all the information mentioned by the applicant in his application and mentionedabove by the undersigned are verified from the service record and found to be correct.
2. Certified that the applicant has not been debarred from theallotment of FDDI residential accommodation.

**Signature with date and office seal**

**Date:** ……/……/………….

## DELEGATION OF POWERS

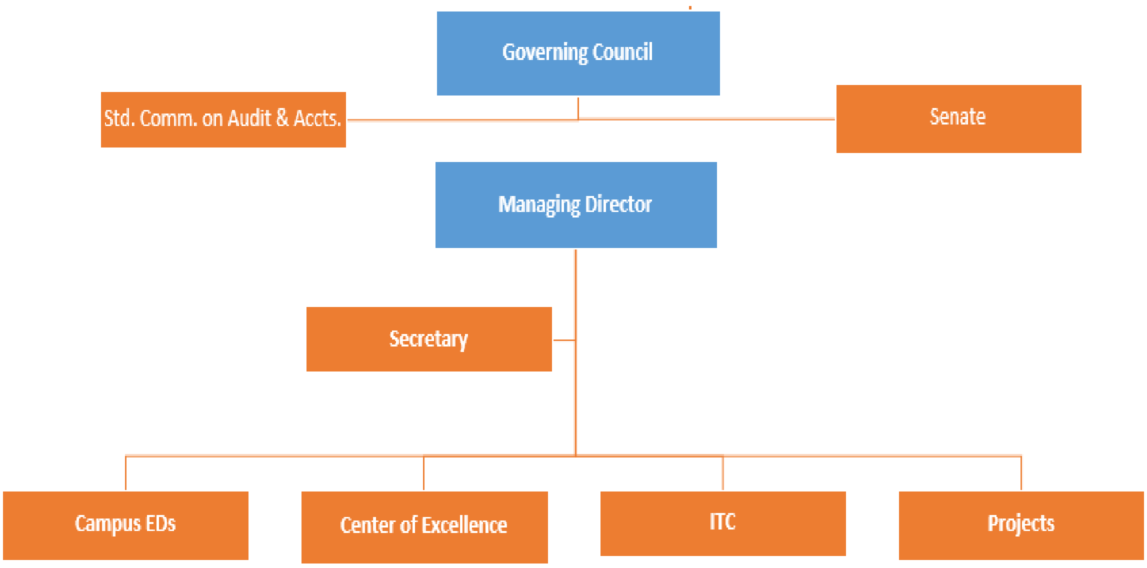
FOREWORD

It has been the constant endeavour of FDDI to improve efficiency in decision-making through greater transparency. Several measures have been taken to simplify the processes and promote accountability.

A need for a detailed Delegation of Powers for this purpose has been felt in FDDI. After the grant of status of "Institute of National Importance" by the Government of India, which is expected to increase the activities of the Institute substantially, it has become imperative to have a Detailed Delegation of Power.

This Delegation of Power has been approved by the Governing Council in its meeting held on 22nd Feb 2022. The Delegation of Power needs to be followed both in letter and spirit during the fulfilment of the desired objectives of FDDI for its smooth operations and growth.

## ORGANIZATION HIERARCHY OF FDDI




## DELEGATION DEFINED

Delegation is the assignment of any responsibility or authority to another person (normally from top management to a subordinate officer) to carry out specific activities. It is one of the core concepts of management leadership. Delegation empowers a subordinate to make decisions, i.e. it is a shifting of decision-making authority from one organizational level to a lower one. Delegation, if properly done, is good and can save money and time, help in building decision-making skills and motivate people.

The powers of the delegate are precisely those that belonged to the delegant and the actions performed by the delegation have the same juridical nature as if they had been performed by the delegant himself. Delegation should not, therefore, be regarded as mere permission or authorization; rather, it is a process of empowerment down the hierarchy.

**Necessity of Delegation of Powers:**

1) Bringing in norms of Prudence and accountability.
2) Guidelines issued by Central Vigilance Commission, Department of Expenditure, Ministry of Finance, etc. in respect of incurring expenditure
3) The Delegation of Power will:

a) Result in more time with the top management to concentrate and focus on the higher goals like overall growth strategy of the Institute.

b) Instill confidence in the lower and middle management and a sense of importance in the organization which will result in more dedication towards the Institute.

c) Promote team work and trust

d) Reduce delay in decision making

## GLOSSORY OF TERMS

| | |
|---|---|
| **Governing Council (GC)** | **Governing Council shall have the same meaning as defined in the Act.** |
| **Senate** | Senate shall have the same meaning as defined in the Act. |
| **Standing Committee of Governing Council on Audit and Accounts** | It shall have the same meaning as defined in the Statutes. |
| **Managing Director (MD)** | The Managing Director shall have the same meaning as defined in the Act. |
| **Secretary** | The Secretary shall have the same meaning as defined in the Act. |
| **Executive Director (ED)** | The Executive Director shall have the same meaning as defined in the Act. |
| **Campus Incharge** | For campuses where no full time EDs are posted, any official of FDDI who is so designated by an Order of the Managing Director to discharge/coordinate administrative function of the Campus |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 1 | i) | To receive financial contributions from abroad | Full Powers | | |
| | ii) (a) | To accept sponsored projects and receive grants | | Full Powers | |
| | iii) (b) | To accept/receive subscriptions or other financial contributions from within the country | | Full Powers | |
| 2 | i) | Approve general guidelines for Policy Matters | Full Powers | | |
| | ii) | Fixation of Fees for various Courses offered by FDDI UG / PG and higher courses | Full Powers | 20% variance in the fees approved by the Governing Council, under intimation to the Governing Council | |

| | | | | | |
|---|---|---|---|---|---|
| | iii) | Fixation of tariff for various services / courses (other than the Fees for Courses offered by FDDI, as specified in 2(ii) above) | | Full Powers | |
| 3 | | Re-appropriation of funds within each category within Major Budget Heads and capital to revenue heads, and vice versa | | Full Powers | |
| 4 | | Declare stores including office equipment as unserviceable / obsolete stores, furniture, material, equipment etc., and to approve their mode of disposal and write off or loss on account of disposal –subject to provisions contained in General Financial Rules (GFR) and with the approval of the Govt, wherever required | Full Powers | Full Powers up to the depreciated value of Rs 2.00 lakhs in each case / proposal subject to a ceiling of Rs 10.00 lakhs per annum | Full Powers up to the depreciated value of Rs 0.50 lakhs in each case/proposal subject to a ceiling of Rs 1.00 lakhs per annum |

| | | | | | |
|---|---|---|---|---|---|
| 5 | | Write-off of irrecoverable loss of stores, furniture, material, equipment etc. due to theft, frauds or negligence of individuals subject to provisions contained in General Financial Rules | Full Powers | Full Powers where the original value of each item exceeds Rs 0.10 lakhs but up to Rs 2.00 lakhs, subject to a ceiling of Rs 5.00 lakhs per annum | Full Powers where the original value of each item does not exceed Rs 0.10 lakhs, subject to a ceiling of Rs 0.30 lakhs per annum under intimation to MD |
| 6 | | Write- off of loss of stores, furniture, material, equipment etc. other than theft, fraud or negligence of individuals | Full Powers | Full Powers where original value of each item exceeds Rs.0.25 lakhs but upto Rs.4.00 lakhs subject to a ceiling of Rs.10.00 lakhs per annum | Full Powers where original value of each item does not exceed Rs 0.25 lakhs subject to a ceiling of Rs 1.00 lakhs per annum |
| 7 | | Write-off of loss of revenue or irrecoverable loans and advances | Full Powers | Full Powers up to Rs 2.00 lakhs in each case subject to maximum of Rs 10.00 lakhs per annum | |

| | | | | | |
|---|---|---|---|---|---|
| 8 | i) (a) | To depute employees on training within India, such as in Seminars, Conferences, Workshops, Trade Fairs, Meets, etc. | - | Full Powers | Full powers in case of free activities for their campus, and only if TA / DA is to be borne without any accommodati on |
| | i) (b) | To depute the Managing Director, Secretary and Executive Directors on training within India, such as in Seminars, Conferences, Workshops, Trade Fairs, Meets, etc. | - | Full Powers | - |
| | ii) (a) | To depute employees on training abroad, such as in Seminars, Conferences, Workshops, Trade Fairs, Meets, etc | - | Full Powers | - |
| | ii) (b) | To depute the Managing Director, Secretary and Executive Directors on training abroad, such as in Seminars, Conferences, Workshops, Trade Fairs, Meets, etc | - | Full Powers with the approval of the Secretary of the concerned Administrativ e Department in the Ministry | - |

| | | | | | |
|---|---|---|---|---|---|
| 9 | (i) | Excess of expenditure over administrative approval in respect of contracts for Works, Procurement, Installation and Maintenance (From Own Funds) | Full Powers | | |
| | (ii) | Excess of expenditure over administrative approval in respect of contracts for Works, Procurement, Installation and Maintenance (From Government Funds) | | Full Powers with the approval of Govt. | |
| | (iii) | Accept bids in case the tendered/quoted value is in excess of the estimated value of works (from own funds) subject to GFR and CVC guidelines from time to time | Full Powers | Full Powers up to 10% of the Estimated Value of Works | |
| | (iv) | Accept bids in case the tendered/quoted value is in excess of the estimated value of works (from Govt. funds) | | Full Powers with the approval of Govt. | |
| 10 | | Grant of extension of time with or without liquidated damages for completion of work | Full Powers | Full Powers for contracts originally approved by MD subject to maximum of six months | Full Powers for contracts originally approved by Executive Director subject to maximum of three months |

| | | | | | |
|---|---|---|---|---|---|
| 11 | | Approval of proposals to borrow or raise money towards furthering the objects of the Institute and its authorization | Full Powers subject to approval of the Govt. | | |
| 12 | | Approve guidelines to establish and maintain funds through appropriate mechanism as required for the purposes of the Institute | Full Powers | | |
| 13 | | To send proposal to Govt. for seeking grants for any purpose | - | Full Powers, with intimation to the Governing Council | - |
| 14 | | Allocation of funds to Campus out of the funds of the Institute(purpose to be defined) | | Full Powers | |
| 15 | (i) | Opening new Campus of the Institute | Full Powers (with the approval of the Government ) | | |
| | (ii) | Opening temporary office under project or for relocation & shifting of office | | Full Powers | |
| 16 | (i) (a) | Authorizing Tour for employees within India up to 7 days for employees under their jurisdiction | - | Full Powers | Full Powers in respect of employees posted at the campuses |
| | (i) (b) | Authorizing Tour for employees within India beyond 7 days and any tour for employees for outside India | - | Full Powers | - |

| | | | | | |
|---|---|---|---|---|---|
| | (i) (c) | Authorizing Tour for Managing Director, Secretary and Executive Director within India | - | Full Powers | - |
| | (i) (d) | Authorizing Tour for Managing Director, Secretary and Executive Directors abroad. | - | Full Powers with the approval of Secretary of the concerned Administrative Department in the Ministry | - |
| | (ii) (a) | For travel of employees by class or availing accommodation, beyond the entitled class. | - | Full Powers | - |
| | (ii) (b) | For travel of Managing Director, Secretary and Executive Directors by class or availing accommodation, beyond the entitled class | - | Full Powers | - |
| 17 | (i) | To admit reimbursement of expenditure incurred by employees in relation to the tour, but for items of expenses not covered by TA/DA rules (incidental to tour / contingent expenditure) | - | Full Powers | Full Powers to a maximum of Rs 5000/- in each case in respect of employees posted at the Campus |
| | (ii) | To admit reimbursement of expenditure of Managing Director, Secretary and Executive Directors incurred in relation to tour but for items of expenses not covered by TA/DA rules (accidental to tour/contingent expenditure) | - | Full Powers | - |
| 18 | (i) | To admit claim of employees on account of TA , Reimbursement submitted after the stipulated period as per rules | | Full Powers | Full Powers in respect of employees posted at the Campus up to one month from the date of expiry of the stipulated |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | period as per rules |
| | (ii) | To admit claim of Managing Director, Secretary and Executive Directors on account of TA , Reimbursement submitted after the stipulated period as per rules | - | Full Powers | |
| 19 | | Engagement of Interns/trainees with or without any remuneration | | Full Powers with or without remuneration | Full powers without remuneration for a maximum period of six months |
| 20 | | Authorize Officer to execute agreements on behalf of the Institute except those between himself/herself and the Institute including legal documents | | Full Powers | Full Powers in respect of activities delegated to the Executive Director as per this Delegation of Power |
| 21 | | Approve deputation of employees to other organizations | | Full Powers except self, Secretary and Executive Directors | |
| 22 | i) | Approve nomination of Secretary, Executive Directors and employees to committees constituted by other organizations | | Full Powers | |
| | ii) | To constitute various committees/sub-commitees comprising of internal/external members for effective functioning of the Institute | | Full Powers | Full Powers in respect of activities delegated to the Executive Director as per this |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | Delegation of Power |
| 23 | | To submit Bid against Open Tender/Limited Tender/Single Tender in national/international projects /consultancy services and for other objectives of the Institute | | Full Powers | |
| 24 | | Approve Single Tender or Single source procurement under Rule 166 of GFR | | Full Powers | Full Powers up to Rs 0.50 lakhs on each occasion, subject to a ceiling of Rs 5.0 lakhs per annum |
| 25 | | Refund of Security Deposit/EMD and Caution Money Deposits | | Full Powers | Full Powers in respect of contracts / agreements approved by the Executive Director |
| 26 | (i) | Renting of FDDI Auditoriums for seminars, workshops, cultural programs etc. as per rates approved by FDDI | | | Full Powers in respect of the Auditorium at their respective Campus |
| | (ii) | Renting out of Institutes premises for Canteen, Shops, etc, for student amenities only following due process as per GFR | | Full Powers | |
| | (ii) (a) | Renting out of Institute's premises for purposes other than student amenities following due process. | | Full Powers with intimation to GC | Powers up to 7 days per year of renting out to one party. |
| 27 | | Fixing of maximum premium reimbursable to employees for obtaining mediclaim policy as per FDDI Policy | | Full Powers | |

| | | | | | |
|---|---|---|---|---|---|
| 28 | | Fix Installments for recovery of over payment of salary and allowances | | Full Powers | Full Powers up to Rs 0.25 lakhs in each case subject to maximum of 4 instalments in respect of employees posted at Campus |
| 29 | | Fix the Ceiling for reimbursement of expenses incurred on Annual Medical Examination as per FDDI Rules | | Full Powers | |
| 30 | | Fix License Fee recoverable from employees for various types of residential accommodation allotted to them as per the allotment Rules | | Full Powers | |
| 31 | (i) | Retention of official accommodation in case of transfer, deputation, retirement or death of employee for the period prescribed as per allotment Rules | | Full Powers | |
| | (ii) | Retention of official accommodation beyond the specified period in case of transfer, deputation, retirement or death, as per allotment Rules | | Full Powers | |

| FINANCIAL APPROVALS | | | | | |
|---|---|---|---|---|---|
| DOP S.No | Sub S.No. | Subject Matter | Governing Council | Managing Director | Executive Director |
| 32 | | Procurement of land/building/built-up space from own funds | Full Powers | | |
| 33 | (i) | Disposal of land/building/built-up space acquired out of own funds | Full Powers | | |
| | (ii) | Disposal of land/building/built-up space acquired out of govt. grants | Full Powers with the prior approval of Govt. | | |
| 34 | | Additions/alteration of existing building to change the scope of such accommodation | | | |
| | (a) | Acquired Out of Grants | | Full Powers | |
| | (b) | Acquired From Own Funds | Governing Council Upto Rs.1000.00 lakhs per annum and beyond 1000.00 lakhs with the prior approval of Govt. | Full Powers upto Rs.200.00 lakhs per annum | Full Powers upto Rs.2.00 lakhs per annum |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 32 | | Procurement of land / building / built-up space from own funds | Full Powers | | |
| 33 | (i) | Disposal of land/building/built-up space acquired out of own funds | Full Powers | | |
| | (ii) | Disposal of land / building / built-up space acquired out of the government grants | Full Powers with the prior approval of Govt. | | |
| 34 | | Additions / alterations of the existing building to change the scope of such accommodation | | | |
| | (a) | Acquired Out of Grants | | Full Powers | |
| | (b) | Acquired From Own Funds | Up to Rs 1,000.00 lakhs per annum and | Full Powers up to Rs 200.00 lakhs per annum | Full Powers up to Rs 5.00 lakhs per annum |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| | | | beyond Rs 1000.00 lakhs with the prior approval of the Govt. | | |
| 35 | | Purchase of Capital Items: Non-IT and IT-items such as ACs, Refrigerators, Ovens, Hot case, Photocopiers, Biometric Machines, ROs / Water Purifiers / Water Purification System, DG Sets, Radiators/Heat Convectors, Machinery required for training purposes, lab equipment and other plant and machinery, Cameras, Digitizers, Furniture and Fixtures, Computers, Laptops, Printers, Scanners, Computer Software, UPS / Stabilizers, Projectors, Audio Visual Equipment, Kitchen Equipment, Firefighting Equipment, Coolers, air compressors, Spiral Binding machine, Shredding Machines, telephones / cell phones, Washing Machines, TV, etc as per GFR | | Full Powers | Full Powers Up to Rs_1.00 lakhs in each case, subject to a ceiling of Rs. 5.00 lakhs per annum |
| 36 | (i) | Condemnation of vehicles | | Full Powers | |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| | (ii) | Procurement of New Vehicles against condemnation/New Purchases | Full Powers | | |
| 37 | | Purchase / Online subscription of Books and Academic Journals | | Full Powers | Full Powers subject to a ceiling of Rs 1.00 lakhs per annum |
| 38 | (i) | Repair and maintenance of IT and office equipment such as Lifts, Air-conditioners, DG Sets, RO Systems, Photocopier, EPABX, Weighting Balance, Cyber Roam, Hardware, Printer / UPS, Leather & Footwear Accessories, Computers / Networking, etc. | | Full Powers | Full Powers Up to Rs. 1.00 lakhs in each case, subject to a ceiling of Rs 5.00 lakhs per annum |
| | (ii) | AMCs of IT (Hardware / Software) and Office Equipment, Lift, DG, etc | | Full Powers | Full Powers Up to Rs. 1.00 lakhs in each case, subject to a ceiling of Rs 5.00 lakhs per annum |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| | (iii) | Release of periodic payments against AMCs approved as per S. No. 38(ii) above | | Full Powers | Full Powers in respect of campuses |
| 39 | | Expenditure on repairs, maintenance and other contingencies in respect of building (Institute, Hostel and Staff Quarters including leased / purchased/ rental buildings, refilling of Fire Extinguishers, Repair and Maintenance of Electric Sub-Station, and Electrical Fittings & Fixtures. | Full Powers | Full Powers up to a ceiling of Rs. 300.00 lakhs per annum for owned properties and up to Rs. 0.50 lakhs per annum for leased / rented properties | Full Powers up to a ceiling of Rs. 1.00 lakhs in each case subject to a ceiling of Rs. 15.00 Lakhs per annum for owned properties and Rs. 0.25 lakhs per annum for leased / rented properties |
| 40 | | Expenditure on Repair and maintenance of Vehicles including Petrol, Oil and Lubricants | | Full Powers | Full Powers Up to Rs. 1.00 lakhs in each case subject to a ceiling of Rs. 5.00 lakhs per annum |
| 41 | | Conveyance Hire Charges for official purpose | | Full Powers | Full Powers subject to per vehicle rate limit prescribed by the MD |
| 42 | | Reimbursement of conveyance / hire charges for official purposes subject to FDDI rules. | | Full Powers | Full Powers Up to a ceiling of Rs .020 Lakhs per month subject to Rs.1.20 lakhs per annum |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 43 | | Liveries and Uniform as per FDDI Policy | | | Full powers for campuses as per FDDI Policy |
| 44 | | Printing including publicity items such as flex banners, hoardings, printing of brochures, hand bills display of light boards at appropriate places, printing of annual reports, magazines, etc and ads in TV and Media | | Full Powers | Full Powers Upto Rs.1.00 lakhs in each case subject to a ceiling of Rs. 05.00 lakhs per annum |
| 45 | | Purchase of Stationery, consumable stores and training material etc | | Full powers | Full Powers Up to Rs. 1.00 lakh in each case subject to a ceiling of Rs. 5.0 lakhs per annum |
| 46 | | Lab Expenses like expenses on NABL audit, internal audit, calibration and testing charges, repair of lab equipment and expenses required in connection with running and maintenance of physical, chemical, food lab, etc. | | Full Powers | |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 47 | | **Training Expenses** | | | |
| 47 | (i) | Convocation Expenses | | Full Powers | |
| | (ii) | Expenditure incurred in connection with organizing Events, Seminars, Workshops for Students, Field Visits of Students to factories, fairs, exhibitions, participating in inter college competitions etc. | | Full Powers | Full Powers up to Rs.1.00 lakhs in each case subject to a ceiling of Rs. 5.00 lakhs per annum |
| | (iii) | Expenditure on visit of experts for finalization of syllabus, etc | | Full Powers | |
| | (iv) | Printing of Answer Sheets, Degree Certificates, Syllabus, Modules, Marks Statement, etc, | | Full Powers | Full Powers up to Rs.2.50 lakhs per annum |
| | (v) | Expenses on Faculty Development Programs | | Full Powers | Full Powers up to Rs.2.50 lakhs per annum |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| | (vi) | Expenditure on admission entrance test | | Full Powers | |
| | (vii) | In-house training programs at FDDI | | Full Powers | Full Powers up to Rs. 0.15 lakhs in each case subject to a ceiling of Rs. 1.00 lakhs per annum |
| 48 | | Statutory / Periodical Payments like Taxes, Electricity and Water Charges telephone charges, etc. in respect of institute building, hostel building and other facilities | | Full Powers | Full Powers without late payment surcharge or penalty in respect of Campus |
| 49 | | Fuel for Generator Set | | Full Powers | Full Powers up to Rs. 6.00 Lakhs Per Annum |
| 50 | | Reimbursement of Telephone/cell phone Bills to employees as per policy of FDDI | | Full powers | Full Powers in respect of employees at their respective campus |
| 51 | | Statutory fee / inspection charges and other contributions payable to Regional Fund Commissioner | | Full Powers | |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 52 | | Freight Charges | | Full Powers | Full Powers in respect of activities delegated to the Executive Director as per this Delegation of Power |
| 53 | | Expenditure on Postage / Courier Charges | | Full Powers | Full Powers up to Rs.1.50 lakhs per annum |
| 54 | | Sanction for Expenditure on procurement of Newspapers / Magazines in physical or online mode | | Full Powers | Full Powers Up to Rs. 1.00 lakhs per annum |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 55 | | Hiring of Leased line for bandwidth for Internet connections following due process as per GFR | | Full Powers | |
| 56 | | Payment of monthly Salaries & Wages | | Full Powers | Full powers in respect of employees posted at Campus as per FDDI Policy |
| 57 | (i) | Diwali Ex Gratia | | Full Powers | |
| | (ii) | Staff welfare expenses | | Full Powers | |
| 58 | | Financial Help to the bereaved family of an employee as per FDDI Rules | | Full Powers | Up to 100% of the amount contributed by employees under the “Death Relief Scheme” |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 59 | | Expenditure on refreshment charges, lunch during meetings, conferences, visits of VIPs, dignitaries, etc. | | Full Powers | Full Powers up to Rs. 0.25 lakhs in each case subject to a ceiling of Rs. 5.00 lakhs per annum |
| 60 | | Expenditure in connection with Seminar and Workshops | | Full Powers | Full Powers up to Rs. 0.15 lakhs in each case subject to a ceiling of Rs. 1.00 lakhs per annum |
| 61 | | Expenditure on ceremonial occasions / promotional purposes | | Full Powers | Up to Rs. 0.50 in each case and maximum of Rs. 5.00 per lakhs annum |
| 62 | | Mementos to Dignitaries on various occasions | | Full Powers | Full Powers up to Rs. 0.05 lakhs in each case subject to a ceiling of Rs. 0.50 lakhs per annum |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 63 | | Reimbursement of medical expenditure as per FDDI Rules | | Full Powers | Full Powers for employees posted at Campus |
| 64 | (i) | Settlement of Leave Encashment, PF, Gratuity and other dues at the time of superannuation / termination / resignation from service as per FDDI Rules | | Full Powers | |
| | (ii) | LTC Advance and Settlement of Claim / Encashment of LTC and Leave Encashment during service as per FDDI Rules | | Full Powers | Full Powers in respect of employees posted at the Campus |
| 65 | | TA Advance / Settlement of TA Claim for travel within the country as per FDDI rules | | Full Powers | Full Powers in respect of employees posted at the Campus subject to FDDI Rules |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 66 | | Cancellation Charges in respect of air / rail and hotel bookings etc. | | Full Powers | Full Powers in respect of employees posted at the Campus in case cancellation is due to exigencies of Institute’s business or exceptional circumstances subject to FDDI Rules |
| 67 | (i) | To admit / sanction imprest and advances for carrying out specific jobs to officials of the Institute | | Full Powers | Full Powers subject to a ceiling of Rs. 0.50 Lakhs in each case and Rs. 05.00 Lakhs per annum |
| | (ii) | Salary Advance as per FDDI Rules | | Full Powers | Full Powers in respect of employees posted at the Campus |
| 68 | | To admit sanction of OTA to employees of the Institute subject to FDDI rules | | Full Powers | Full Powers in respect of employees posted at the Campus |
| 69 | | Payment of Incentive as per prescribed norms | | Full Powers | |
| 70 | | Payment of Bonus / Ex-gratia as per prescribed norms | | Full Powers | |
| 71 | | Taking on Lease / Rent building for Institute’s use and for residential purposes of employees | | Full Powers | |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 72 | | Legal Expenses / Appointment of Solicitors and Advocates and sanction of legal charges | | Full Powers | |
| 73 | (i) | Engaging Internal Auditors / Actuarial / Consultants | | Full Powers | |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| | (ii) | Payment of Fees / remuneration to Internal Auditors / Acturials / Consultants strictly as per terms of their agreement | | Full Powers | Full Powers as per approved rates |
| 74 | | Sanction of Scholarship to students | | Full Powers | |
| 75 | | To invest funds of the Institute in any public financial institution, any other Government Securities on short term/long term basis within the overall guidelines laid down by Government/Governing Council | | Full Powers | |
| 76 | | Sanction leased accommodation facility to Managing Director, Secretary, Executive Directors and employees subject to FDDI rules | | Full Powers | |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 77 | (i) | Hiring of services for Pantry / Canteen / Mess / Cafeteria / Courier / Security Services / Housekeeping / Cleaning Services / Pest Control, Gardening etc. as part of outsourced activities through tendering process | | Full Powers | |
| | (ii) | Release of periodic payments against outsourced activities specified in 77(i) once the agreement/contract has been signed | | Full Powers | Full Powers strictly as per terms and conditions of tender in respect of services hired for Campus |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 78 | | Office Expenses (expenses on providing Coffee and Tea to employees, Guest House Expenses, Hindi Language Expenses, DTH Recharge Expenses, custom duty paid, Pantry Items, offices expenses of ED / Secretary / MD Office and miscellaneous expenses required to be incurred for maintenance and upkeep of office | | Full Powers | Full Powers up to Rs. 1.00 lakhs on each occasion subject to a ceiling of Rs. 15.00 lakhs per annum per office |
| 79 | | Approve lowest technically suitable offer where valid tender have been received and award of contract | | Full Powers | Full Powers in respect of activities delegated to Executive Director as per Delegation of Power |
| 80 | | Waiver of late fine for payment of fees by students, late fine for return of books, etc. | | Full Powers | Full powers for late fine for return of books for deserving cases |
| 81 | | Payment of Demurrage/Wharf Charges | | Full Powers | Up to Rs.0.25 lakhs in each case subject to maximum of 0.50 lakhs |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 82 | | Advertisement Expenses | | Full Powers | Full Powers up to Rs. 0.50 lakhs on each occasion subject to a ceiling of Rs. 5.00 lakhs per annum |
| 83 | (i) | Insurance of moveable / immovable property (Building, Plant and Machinery, Furniture Fixtures, Lifts, Electrical Installations, etc. | | Full Powers | Compliance to be ensured by ED |
| | (ii) | Insurance of Vehicles | | Full Powers | Full Powers in respect of vehicles at the campus |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 84 | | Students Medi-claim Policy as per FDDI Policy | | Full Powers | Full Powers in respect of students studying at the Campus as per approved policy of FDDI |
| 85 | | To approve scale at which honorarium is paid to visiting professionals/visiting faculty and members of the committees who are not employees of the Institute as per guidelines framed by HQ | | Full Powers | |
| 86 | | Grant of Honorarium or reward for specially meritorious work to employees of FDDI | | Full Powers | |
| 87 | | Remittance of Leave Salary and Pension Contribution of Deputationists as per deputation rules | | Full Powers | |
| 88 | | Membership of Organizations connected with the activities of interest to the Institute | | Full Powers | |

| DOP S. No | Sub S. No | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 89 | | Payment against Projects | | Full Powers | |
| 90 | | Participation in Fairs and Exhibitions including admission related | | Full Powers | Full Powers up to Rs. 0.50 lakhs in each case subject to a ceiling of Rs.5.00 lakhs per annum |

| DOP S. No | Sub S. No. | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 91 | | Creation of Posts except that of Managing Director, Secretary and Executive Director | Full Powers | | |
| 92 | | Engagement of visiting / guest faculty | | Full Powers | Rs 0.05 Lakhs per instance, subject to Rs 1.00 Lakhs per annum |

| DOP S. No | Sub S. No. | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 93 | | Approval for Outside assignments/consultancies by faculty /others | | Full Powers | |
| 94 | | Abolition of Posts except that of Managing Director, Secretary and Executive Directors | Full Powers | | |
| 95 | (i) | To make appointments in respect of academic staff against sanctioned posts of Junior Faculty and above. | Full Powers to GC or to the Official to whom such power is delegated | | |
| | (ii) | To make appointments in respect of non-academic staff against sanctioned posts in any cadre the level of which is the same or higher than that of Junior Faculty | Full Powers to GC or to the Official to whom such power is delegated | | |
| 96 | | To make appointments against sanctioned posts other than those mentioned at S. No. 95 above | | Full Powers | |

| DOP S. No | Sub S. No. | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| 97 | | Officiating arrangements against leave/training vacancies | | Full Powers | Full for Powers for making officiating arrangements in respect of employees posted at Campus |
| 98 | | Probation Clearance of regular employees | | Full Powers | |
| 99 | | Acceptance of resignation & Termination of Services | | Full Powers | |
| 100 | | Fixation of Pay on initial appointment as per rules | | Full Powers | |
| 101 | | Grant of Annual Increments as per FDDI rules | | Full Powers | |
| 102 | (i) (a) | Grant of Casual Leave / any other kind of leave to employees up to a period of 07 days at a stretch | - | Full Powers | Full Powers with regard to their respective campuses. |
| | (i) (b) | Grant of Casual Leave / any other kind of leave to | - | Full Powers | - |

| DOP S. No | Sub S. No. | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| | | employees beyond a period of 07 days at a stretch | | | |
| | (i) (c) | Grant of Casual Leave / any other kind of leave to Managing Director, Secretary and Executive Directors up to a period of 07 days at stretch | - | Full Powers, with intimation to Secretary of the concerned Administrative Department in the Ministry | - |
| | (i) (d) | Grant of Casual Leave / any other kind of leave to Managing Director, Secretary and Executive Directors beyond a period of 07 days at a stretch | - | Full Powers with the approval of Secretary of the concerned Administrative Department in the Ministry | - |
| 103 | | Transfer and posting | | Full Powers | Full powers for posting in respect of employees posted at the campus under intimation to MD (Internal Posting). Due consideration for qualification and specialization may be given subject to administrative constraints. |
| 104 | (i) | Disciplinary Authority Competent to Impose Major Penalties | | Full Powers | |
| | (ii) | Disciplinary Authority Competent to Impose Minor Penalties | | Full Powers | Full Powers in respect of employees |

| DOP S. No | Sub S. No. | Subject Matter | Governing Council | Managing Director | Executive Director |
|---|---|---|---|---|---|
| | | | | | posted at the Campus, under intimation to Managing Director |
| | (iii) | Appellate Authority | In all Cases where the Disciplinary Authority is the Managing Director | In all Cases where the Disciplinary Authority is the Executive Director | |
| 105 | | Appointment of Enquiry Officer and Presenting Officer | | Full Powers | Full Powers for whom the Executive Director is the Disciplinary Authority |
| 106 | | Orders for Suspension pending Enquiry | | Full Powers | |
| 107 | | Authorizing Officer to issue Charge Sheet, Warning Letter, Advisory Letter, Show Cause Notice or any other communication relating to disciplinary matters | | Full Powers | Full Powers for whom the Executive Director is the Disciplinary Authority |

| BANKING APPROVALS | | | | | |
|---|---|---|---|---|---|
| **DOP S. No** | **Sub S. No** | **Subject Matter** | **Managing Director** | **Secretary** | **Executive Director** |
| 108 | (i) | Opening of a New Bank Account | Full Powers | | |
| | (ii) | Nomination of officials for the operation and signing of bank documents / cheques, etc. | Full Powers | | |

| RESIDURAY POWERS NOT SPECIFIED ANYWHERE IN THE DOP | | | | | | | |
|---|---|---|---|---|---|---|---|
| **DOP S. No** | **Sub S. No.** | **Subject Matter** | **Governing Council** | **Managing Director** | **Secretary** | **Executive Director** | **Campus Incharge** |
| 109 | | Residuary Powers not specified anywhere in the Delegation of Powers | Full Powers | | | | |

**Notes Applicable to the Delegation of Powers**

1. Powers in the Delegation of Powers(DOP) shall be exercised subject to budgetary provisions, approved scale of expenditure and policies and procedures laid down by the competent authority and also subject to such orders and instructions as may be issued by the Government from time to time. Concurrence of the Associate Finance is required in all cases having financial implications.

2. Associate Finance, for this Delegation of Powers, will mean Finance Manager of rank not less than the level shown below:

| **Competent Authority as per DOP** | **Associate Finance** |
|---|---|
| Governing Council | DGM (A&F) |
| Managing Director | DGM (A&F) |
| Executive Director | The Highest Finance Official posted at the Campus |

3. The powers delegated to a lower authority can be exercised by a higher authority.

***

## 6. FDDI Recruitment (Procedure) Rules

THE FDDI SERVICE REGULATIONS

**FDDI RECRUITMENT (PROCEDURE) RULES**

**1. TITLE:**

These rules shall be called "FDDI Recruitment (Procedure) Rules". Under these rules the detailed procedures to be followed during recruitment in FDDI has been stipulated.

**2. SCOPE:**

The rules shall be applicable for all kinds of direct recruitment in FDDI for various positions, except those on deputation and engagement of consultants.

**3. COMMENCEMENT:**

The rules will come into force with effect from the date of issue of notification to this effect.

**4. DEFINITIONS:**

In these rules, unless otherwise stated:

(a) "ACT" means the Footwear Design and Development Institute Act, 2017 as amended from time to time;

(b) "Appointing Authority" means an authority or an officer to whom powers have been delegated to make appointments to posts mentioned under these rules;

(c) "Employee" means a person duly appointed by the FDDI and serving on any post as mentioned under these rules;

(d) "Institute" means The Footwear Design and Development Institute;

(e) "Institute campus" means all campuses currently established by the FDDI and those which may be established from time to time in future;

(f) "Pay" means pay as specified in the Service Regulations of FDDI as amended from time to time by FDDI;

(g) "Post" means posts as mentioned under these rules;

(h) “Recruitment Rules” means the Footwear Design & Development Institute Recruitment Rules, 2020;

(i) “Selection Committee” means the committee so constituted by the Appointing Authority under these rules;

(j) “Faculty” means posts related with the teaching function as specified under these rules;

Words and expressions used herein and not defined in these rules but defined in the Act, Statutes or Ordinances shall have the meaning respectively assigned to them in the Act, Statutes or Ordinances.

**5. APPOINTING AUTHORITY**

Appointing Authority for the posts in the Institute shall be as under:

(a) For all posts above Junior Faculty/ Deputy Manager, the appointing authority shall be the Governing Council or such other officer to whom such powers are delegated by the Governing Council.

(b) For all other posts, the Appointing Authority shall be the Managing Director or such other officer to whom such powers are delegated by the Managing Director.

**6. NUMBER OF POSTS, GRADES AND ELIGIBILITY CRITERIA**

The number of posts, their classification, eligibility criteria, pay and other relevant information shall be as prescribed by the FDDI.

**7. METHOD OF RECRUITMENT**

The Posts in the Institute shall be filled by direct recruitment on the recommendation of duly constituted Selection Committee and approval of the Appointing Authority.

However, the Managing Director may engage an Advisor/ Consultant for a definite period for posts whose job profile is not covered by those mentioned in these rules.

## 8. PROCEDURE FOR ISSUE OF ADVERTISEMENT AND INVITING APPLICATIONS FOR ALL CATEGORIES OF POSTS

**(a) Issue of advertisement**

The vacant posts to be filled shall be published through website, print media and such other medium as may be deemed appropriate to ensure wide publicity. The advertisement shall contain details such as name of post, prescribed qualifications and experience, age, nature of work, application fees payable, if any, and general terms and conditions including opening and closing date for submission of application. The Appointing Authority may, however, extend the closing date by notifying to this effect on the Institute's website.

**Note**: To reduce the cost of advertisement, only essential details of the recruitment may be published through a window advertisement. In such advertisement, it should be clearly mentioned that the prospective incumbents may obtain detailed notice, application form, and other necessary instructions/information relating to the recruitment process of the Institute, from the Institute's website.

**(b) Validity period of recruitment exercise against an advertisement**

The validity period of a recruitment exercise shall be 12 months from the date of its publication. However, it can be extended by another period of six months, if required with the approval of the competent authority. The selection exercise should be completed during the validity period of such advertisement.

**(c) Application form**

The Applicants for the advertised posts may obtain the application form and other information related to recruitment from the Institute's website. The Applications, whether submitted online or in physical form, will be accepted only when submitted on the prescribed format. The application should also be accompanied by application fees, if any, and self-certified copies of credentials claimed toward educational qualifications, work experience, publications and any other specifications mentioned in the recruitment advertisement. The application fee, as decided by the Appointing Authority, shall be paid through a Bank Demand Draft drawn in favor of the 'Footwear Design and Development Institute' or online whose details will be provided on the Institute's website and in the advertisement.

**(d) Receipt of applications after the last date**

The closing date for receipt of applications should be clearly mentioned in the advertisement and shall ordinarily be a month from the date of advertisement. However, the Appointing Authority may at his discretion change this time period on account of any exigencies or administrative issues. Incomplete applications and applications received after the closing date for any reason whatsoever shall be summarily rejected.

## 9. SELECTION PROCESS/METHOD FOR DIFFERENT POSTS

The Selection Committee shall follow below-mentioned criteria and process for recommending candidates for appointment to different posts:

**(a) Posts: Multi Tasking Staff (General), Lab Attendant, and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | Written test or physical test or skill test or a combination of them in the related domain as per requirement | 100 | 45% (General)<br>40% (OBC)<br>35% (SC/ ST) |
| | Total | 100 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in the above test(s). Such list will be prepared from among those candidates who qualify in the above test(s). From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(b) Posts: Technician, Mechanic, Electrician, Plumber, Driver, Lab Assistant, and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | Trade/ skill test in the related domain as per requirement | 100 | 45% (General)<br>40% (OBC)<br>35% (SC/ ST) |
| | Total | 100 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in the above test(s). Such list will be prepared from among those candidates who qualify in the above tests(s). From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(c) Posts: Office Assistant and other similar posts**

The selection process for these posts will be as follows:

| **S. No.** | **Type of test** | **Total marks** | **Minimum qualifying marks (%)** |
|---|---|---|---|
| 1 | (a) Typing test in English on computer with qualifying speed of 40 WPM. For SC/ST/OBC candidates, the qualifying speed will be 35 WPM.<br>(b) Test to ascertain working knowledge of MS Office | Tests are qualifying in nature | NA |
| 2 | A written test comprising of two parts will be conducted.<br>**Part A** (40 marks) | 100 | 45% (General)<br>40% (OBC)<br>35% (SC/ ST) |

| | | | |
|---|---|---|---|
| | Multiple Choice Questions on general awareness, mathematics, verbal and non-verbal reasoning, etc.<br>**Part B** (60 marks)<br>Test on English language skills comprising of essay writing, letter writing, reading comprehension, grammar, etc. as per job requirement | | |
| | Total | 100 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in the written test. Such list will be prepared from among those candidates who clear the qualifying test(s) and also qualify in the written test. From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(d) Posts: System Assistant and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | Written Test<br><br>Desktop level hardware/ software/ network support with basic troubleshooting, computing systems, basic network concepts, common network devices, IP addressing scheme, internet concepts, operating systems (Windows/ Linux @ desktop level), MS Office application etc. | 100 | 45% (General)<br>40% (OBC)<br>35% (SC/ ST) |
| | Total | 100 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in the above test(s). Such list will be prepared from among those candidates who qualify in the above tests(s). From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(e) Posts: Accountant and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | (a) Test to ascertain working knowledge of accounting software such as Tally<br>(b) Test to ascertain working knowledge of MS Office | Tests are qualifying in nature | NA |
| 2 | A written test comprising of two parts will be conducted.<br>**Part A** (40 marks)<br>Multiple Choice Questions on general awareness, mathematics, verbal and non-verbal reasoning, English grammar, English comprehension, etc.<br>**Part B** (60 marks)<br>Test to ascertain knowledge of finance and accounts | 100 | 45% (General)<br>40% (OBC)<br>35% (SC/ ST) |
| | Total | 100 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in the written test. Such list will be prepared from among those candidates who clear the qualifying test(s) and also qualify in the written test. From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(f) Posts: Personal Secretary and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | (a) Typing test in English on computer with qualifying speed of 40 WPM. For SC/ST/OBC candidates, the qualifying speed will be 35 WPM.<br>(b) Shorthand test in English on computer with qualifying speed of 100 WPM<br>(c) Test to ascertain working knowledge of MS Office | Tests are qualifying in nature | NA |
| 2 | A written test comprising of two parts will be conducted.<br>**Part A** (60 marks)<br>Multiple Choice Questions on general awareness, mathematics, verbal and non-verbal reasoning, etc.<br>**Part B** (90 marks)<br>Test on English language skills comprising of essay writing, letter writing, reading comprehension, grammar, etc. as per job requirement | 150 | 45% (General)<br>40% (OBC)<br>35% (SC/ST) |
| 3 | Interview | 50 | |
| | Total | 200 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in the written test and interview. Such list will be prepared from among those candidates who clear the qualifying test(s) and also qualify in the written test. From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/

PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(g) Posts: Assistant Manager (HR), Assistant Manager (Admin.), Assistant Manager (Training), and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | A written test comprising of two parts will be conducted.<br><br>**Part A** (60 marks)<br><br>Multiple Choice Questions on general awareness, mathematics, verbal and non-verbal reasoning, etc.<br><br>**Part B** (90 marks)<br><br>Test on English language skills comprising of essay writing, letter writing, reading comprehension, grammar, etc. as per job requirement | 150 | 45% (General)<br><br>40% (OBC)<br><br>35% (SC/ ST) |
| 2 | Interview | 50 | |
| | Total | 200 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in written test and interview. Such list will be prepared from among those candidates who qualify in the written test(s). From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(h) Posts: Hindi Officer and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | Test on Hindi language skills comprising of essay writing, letter writing, reading comprehension, grammar, etc. as per job requirement | 150 | 45% (General)<br>40% (OBC)<br>35% (SC/ ST) |
| 2 | Interview | 50 | |
| | Total | 200 | |

The Selection Committee shall prepare a general merit list in descending order of marks obtained by the candidates in written test and interview. Such list will be prepared from among those candidates who qualify in the written test(s).From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(i) Assistant Manager (IT), Assistant Manager (Finance &Accounts), Assistant Manager (Placement, Admission, and Promotion), Junior Engineer (Maintenance), Executive Engineer(Civil), Assistant Engineer(Electrical),Senior PS, Principal PS and other similar posts**

**All Deputy Managers, Managers, Senior Managers, and Deputy General Managers**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|
| 1 | Interview to test leadership skills, proven track record, domain knowledge, verbal and written communication skills, ICT skills, and knowledge of software where required | 200 | 45% (General)<br><br>40% (OBC)<br><br>35% (SC/ ST) |
| | Total | 200 | |

The Selection Committee shall prepare a general merit list out of candidates who score qualifying marks in the interview. From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that if the ratio of eligible candidates to advertised posts is less than or equal to six, then all such candidates will be invited for interview. However, if the ratio of eligible candidates to advertised posts is more than six, then the Selection Committee, with the approval of Appointing Authority, will fix higher parameters than those mentioned in the advertisement to bring down the ratio but in no case the ratio should be less than four. And all such candidates shall then be invited for the interview.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(j) Posts: Junior Faculty, Faculty, Senior Faculty (Grade 1), Senior Faculty (Grade 2), Chief Faculty, and other similar posts**

The selection process for these posts will be as follows:

| S. No. | Type of test | Total marks | Minimum qualifying marks (%) |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 1 | An interview to test domain knowledge, verbal and written communication skills, knowledge of software where required, leadership skills, proven track record, and ICT skills.<br><br>The candidates will also be tested for their teaching/ presentation skills in classroom setting. | 200 | 45% (General)<br><br>40% (OBC)<br><br>35% (SC/ ST) |
| | Total | 200 | |

The Selection Committee shall prepare a general merit list out of the candidates who score qualifying marks in the interview. From the merit list so prepared, a panel of candidates in the order of merit shall be recommended by the Selection Committee for each category of posts (SC/ ST/ OBC/ General/ PWD) separately to the Appointing Authority for appointments.

Provided that if the ratio of eligible candidates to advertised posts is less than or equal to six, then all such candidates will be invited for interview. However, if the ratio of eligible candidates to advertised posts is more than six, then the Selection Committee, with the approval of Appointing Authority, will fix higher parameters than those mentioned in the advertisement to bring down the ratio but in no case the ratio should be less than four. And all such candidates shall then be invited for the interview.

Provided that when two or more candidates secure equal marks, they will be empaneled in chronological order of their dates of birth, with oldest of them placed first.

**(k) Post: Jr. Hindi Translator** ***(*Approved vide file comp no. 229992 dated: 07.06.2026)***

| **Type of Test** | **Total Marks** | **Minimum Qualifying Marks (%)** |
|---|---|---|
| **Paper-I (Objective Type) –**<br>Computer Based Test (CBT)<br>• General Hindi ( in Hindi Language)– 100 Marks<br>• General English (in English Language)– 100 Marks<br>Duration: 2 Hours<br>Negative Marking: 0.25 mark shall be deducted for each incorrect answer. | 200 | UR: 30%<br>OBC/EWS: 25%<br>SC/ST/PwBD: 20% |

<table>
<tr><td>Paper-II (Descriptive Type)<br>Pen and Paper (P&P)<br>• Translation of one passage from Hindi to English Language (40 Marks)<br>• Translation of one passage from English to Hindi Language (40 Marks)<br>• Essay Writing in Hindi Language (60 Marks)<br>• Essay Writing in English Language (60 Marks)<br><br>Duration: 2 Hours</td><td>200</td><td>Evaluation of Paper-II shall be carried out only for candidates qualifying in Paper-I.</td></tr>
<tr><td>Total</td><td>400</td><td></td></tr>
<tr><td colspan="3">Paper- I<br>The questions shall be of degree level and will be designed to test the candidates’ understanding of Hindi and English languages, vocabulary, grammar, sentence structure, correct usage of words and phrases idioms and expressions, comprehension ability, and language proficiency.</td></tr>
<tr><td colspan="3">Paper – II<br>Paper shall assess the translation and writing skills of the candidates through the following components:<br>• Translation of one passage from Hindi to English;<br>• Translation of one passage from English to Hindi<br>• Essay Writing in Hindi; and<br>• Essay Writing in English</td></tr>
</table>

* Only candidates securing the above minimum qualifying marks in Paper-I shall be eligible for evaluation of Paper-II.

The Final Merit list shall be prepared on the basis of the combine marks obtained in Paper- I and Paper – II, subject to the fulfillment of prescribed eligibility conditions and document verification.

## 10. MINIMUM QUALIFICATION AND EXPERIENCE

The minimum qualification and experience for recruitment to various posts shall be as indicated in respective schedules attached hereto.

## 11. AGE LIMIT

No person below the age of 18 years shall be considered for any post. The upper age limit for each post shall be as indicated in respective schedules attached hereto.

Provided that a serving employee of the Institute applying for a direct recruitment post who continues employment at the Institute either on regular or contract basis as on the last date of receipt of applications will be exempt from the prescribed upper age limit for that post. If such employees get selected and resigns from the original post, he shall be treated as fresh recruitment. However, such candidate, on taking up new post, will be allowed to transfer Provident Fund, Gratuity benefits, and balance Earned Leave, if any, from his original post as per rules.

**12. AGENCY FOR RECRUITMENT PROCESS**

The Selection Committee shall conduct the written and/or skill tests of candidates as may be required. The Managing Director, FDDI may also engage the services of an outside agency to conduct such tests.

**13. PAYMENT OF TRAVELLING ALLOWANCE FOR ATTENDING INTERVIEWS**

If called for physical interview, candidates will have to be present at the place and time mentioned at their own expenses. However, outstation and unemployed candidates belonging to SC / ST category will be reimbursed fares restricted to sleeper-class rail fare. In case of lack of rail connectivity, ordinary bus fare for the shortest route shall be paid.

**14. CONSTITUTION AND ROLE OF SCREENING COMMITTEE**

The Appointing Authority may constitute a Screening Committee to screen and shortlist the applications in accordance with the rules in this regard. A nominee of the Appointing Authority from the Human Resource Department not below the rank of Deputy Manager shall be the member secretary of the Screening Committee. The member secretary shall place all relevant documents including copy of the advertisement, details of applications received and the recruitment rules before the Screening Committee.

The Screening Committee is not expected to interpret recruitment rules, other guidelines and terms of advertisement in order to justify the eligibility of any candidate. Under no circumstances, the essential qualifications for any post mentioned in the advertisement in accordance with the recruitment rules shall be modified to assess the eligibility of any candidate. In other words, the advertised job specifications shall not be changed to the advantage of any candidate.

Each member of the Screening Committee shall be individually and collectively responsible and liable for adherence to prescribed rules and regulations as amended from time to time.

## 15. CONSTITUTION OF SELECTION COMMITTEE

To conduct the selection process, the Appointing Authority may constitute a Selection Committee comprising of chairman, external expert, internal expert, HR representative, SC/ST/OBC/Minority representative as per government guidelines, and any other person that appointing authority may deem fit. The chairman of the selection committee shall be either Executive Director or Secretary or Managing Director of FDDI.

## 16. PAY ON DIRECT RECRUITMENT

Normally, the pay of a selected candidate shall be fixed at the minimum of the pay package of the concerned post. However, in deserving cases the Appointing Authority on the recommendation of the Selection Committee may offer a higher monthly Cost-to-Institute (CTI), keeping in view the higher qualification, experience or skills of the candidate and requirement of the organization.

## 17. RESERVATION AND CONCESSIONS

The extant rules and policies of Government of India in the matter of reservation shall apply for the purpose of recruitment under these rules.

## 18. OPERATION OF PANEL OF SELECTED CANDIDATES

(a) The panel of candidates in order of merit and as recommended by the Selection Committee, on approval by the Appointing Authority, will form the basis for issue of offers of appointment.

(b) The panel of selected candidates will normally remain valid for a period of twelve months from the date of approval, and on expiry of this period the panel will cease to operate unless decided otherwise by the Appointing Authority for reasons to be recorded in writing. Under no circumstances, the period of validity of the panel will be extended by more than six months.

(c) HR department will issue offers of appointment in the prescribed format to one or more candidates in the order of merit from this panel as per requirement.

## 19. GENERAL TERMS AND CONDITIONS OF RECRUITMENT

(a) Mere possession of eligibility conditions shall not entitle a candidate to be called for written test or interview. The date for determining the eligibility of candidates in every respect shall be the date of notification of advertisement or as specified in the advertisement. Any additional qualification and experience acquired after the closing date for submission of application may be taken into account at the time of selection, which shall be purely based on the discretion of the competent authority and submission of proof of acquiring the qualification.

i. No person who has entered into or contracted a marriage with a person having a spouse or who, having a spouse, has entered into or contracted a marriage with any person shall be eligible for appointment to any posts in the Institute.

   Provided that the appointing authority may, if satisfied, that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from operation of this rule.

ii. Candidates already working in government/ public sector undertakings/ autonomous government bodies should submit their application through proper channel. However, they may send an advance copy of their application and should produce a "No Objection Certificate" from the employer at the time of written tests/ interview, as the case may be, failing which they shall not be permitted to attend written tests/ interview.

iii. For all the posts of faculty members, research publications of a candidate shall mean his original published works in a reputed journal. The published works must display originality, innovative mindset, and scholarship. Under no circumstances, plagiarism in part or whole can be passed off as the candidate’s original work.

iv. The Institute may scrutinize the authenticity of the research work & publications, study materials, articles, journals carrying the candidate’s work etc. of any candidate through external experts in the relevant field at any point of time. This scrutiny may take place at a later stage after the appointment as it may not be possible for the Selection Committee to perform this task in a short period due to time constraint. In case it is found by a committee of three external experts from the relevant field that any or all of the publications/ articles/ research work are plagiarized or substandard or misleading not indicating originality or scholarship, the Managing Director may cancel the appointment on the ground of ineligibility. The Institute shall mention this clause in the letter of offer to be made to the candidate which shall be duly accepted by the candidate before issue of the letter of appointment. In case of non-teaching posts, the claims made in the application at the time of recruitment and thereafter shall also be verified and the above shall apply mutatis mutandis.

v. It is the responsibility of the candidates to assess their own eligibility for the post for which they are applying in accordance with the prescribed qualification, experience etc. and submit their application duly filled in along with required information, documents and supporting materials as per the advertisement. Suppression of factual information, producing fake documents, providing false or misleading information or any other undesirable action by the candidate shall lead to cancellation of their candidature.

vi. The candidates appointed against any post shall be governed by the Act, Statute, Ordinance, Service Regulations, Discipline and Conduct Rules and such other rules of the institute as are in place to govern service conditions/ method of recruitments as amended from time to time, resolutions of the Governing Council as issued by the Institute from time to time and instructions issued by the competent authority from time to time.

vii. The appointment of a candidate will be subject to verification of his/ her character and antecedents. The appointment shall be treated as provisional till the verification is completed. This should be mentioned clearly in the letter of appointment. In case, outcome of the verification is not satisfactory, the provisional appointment shall be cancelled forthwith without notice.

viii. The selected candidate will also have to produce a Certificate of Fitness in the prescribed form from an authorized medical officer/authority i.e. a government doctor not below the rank of Civil Surgeon or as prescribed by the FDDI.

ix. The terms and conditions of appointment shall be communicated in the "Offer of Appointment" to the selected candidates. If the candidate does not unconditionally accept the terms and conditions mentioned in the offer of appointment within the stipulated time period, the offer will be treated as cancelled & withdrawn and no further communication shall be entertained in this regard.

x. The selected candidates will be required to perform duties as per the rules of the Institute & as amended from time to time. The Institute is free to assign any duty as per the exigency of the situation at any time, including during non-working hours and holidays which the employee shall be obliged to perform.

xi. The selected candidate is liable to serve anywhere in the country or outside the country where the campuses, offices or projects of the FDDI are located or may be located in future. The employee shall have no right to claim posting to any particular campus on any grounds whatsoever and may be transferred as per the requirement of FDDI.

xii. The candidates applying for the advertised posts should send self-attested copies of all certificates relating to their educational qualifications, experience, age, caste and other testimonials along with their application(s). The candidates applying for teaching posts should also send copy of their publications, research papers, articles etc., if any, along with their application.

xiii. At the time of joining, a service agreement shall be executed between the Institute and the employee concerned. Such service agreement shall be duly stamped and notarized as per the rates applicable and a copy of the same shall be maintained by the HR Department.

xiv. Candidates should bring all original certificates as a proof of their age, qualification, experience, caste etc. at the time of tests and/ or interview. Those who fail to submit original documents for verification of self-attested copies of documents submitted earlier along with their application may not be allowed to appear in the tests or interview and their candidature shall be treated as cancelled without any further communication in this regard.

xv. The Institute reserves the right to fill or not to fill the posts advertised for any reasons whatsoever.

xvi. The Institute reserves the right to withdraw the recruitment advertisement either partly or wholly at any time without assigning any reason to this effect.

xvii. The Institute reserves the right to increase or decrease the number of posts according to the circumstances/as per requirement, during the recruitment exercise.

xviii. The Institute reserves the right to reject any application without assigning any reason thereof.

xix. If any advertisement for any post(s) is withdrawn for whatsoever reasons, the application fee or any other fee collected from the candidates shall be refunded.

xx. Interim enquiries shall not be entertained.

xxi. Canvassing in any form shall disqualify the candidate.

xxii. Applicants are required to apply for each post on a separate form. Any application without the required application fee by way of account payee Bank Demand Draft or payment gateway receipt issued by the Institute through its website shall not be accepted.

xxiii. The Institute shall not be responsible for late receipt of the application because of delay in postal, courier, or such other service. Candidates shall be required to submit the list of enclosures and their complete information including correspondence and permanent address with pin code, telephone numbers, cellphone numbers and e-mail ID in the application to facilitate communication at any point of time.

xxiv. The questions in the written test will be of the level of essential qualification - degree, diploma, intermediate etc. which is defined as the minimum eligibility for the respective post.

xxv. The teaching experience as guest faculty/visiting faculty will be counted towards experience. Forty hours teaching experience as guest faculty/visiting faculty will be counted as one month experience.

## 20. REMOVAL OF DIFFICULTIES

The Governing Council or a person authorized by it may from time to time issue such general and specific directions as may be necessary to remove difficulties in the operation of any of the provisions of these rules.

## 21. INTERPRETATION

In case of lack of clarity with regard to any of the provisions in these rules and in cases not covered by these rules, final authority of interpretation will be MD, FDDI. The decision of MD, FDDI shall be final in this regard.

## 22. AMENDMENT

The Governing Council may modify, add or delete any provision of the rules, from time to time, and all such amendments shall take effect from the date stated therein.

***

## 7. FDDI Leave Rules

**THE FDDI SERVICE REGULATIONS**

**FDDI LEAVE RULES**

**1. TITLE**

These regulations shall be called “FDDI Leave Rules”. These rules will come into force with effect from the date of issue of its notification.

**2. SCOPE**

These rules shall apply to all the employees of FDDI. ‘Employee’ shall be mean an employee as defined under Rule 4 (j) of the “General Service Conditions” (Chapter-I).

**3. DEFINITIONS**

Unless otherwise defined in this Chapter, words and expressions defined in Rule 4 of General Service Regulations (Chapter - 1) shall be applicable to this Chapter also.

**4. LEAVE**

For purposes of leave, the yearly period will coincide with calendar year, i.e. from 1 January to 31 December.

The employees will get leave at such time and of such duration, as the Institute may grant as per leave rules. Employees of the institute shall apply for leave as per format given at Annexure-I.

All leave other than Casual leave and Sabbatical Leave shall be categorized as regular leave. Leave cannot be claimed as a matter of right and leave of any kind may be refused or revoked by the authority competent to grant it. However, it shall not be open to that sanctioning authority to alter the kind of leave due and applied for, except at the written request of the employee.

### 4.1 Casual Leave

The admissibility of Casual Leave shall be as under for different types of employees:

| Sl no | Type of Employee | Number of Casual Leave in a year (days) |
|---|---|---|
| 01 | Regular / Contractual / Deputationist Employees | 08 |
| 02 | Consultants / Fixed Tenure:<br>➢ 6 months<br>➢ 11 months | 04<br>08 |

- Casual leave cannot be combined with any other kind of leave.
- Employee shall not be entitled to more than 5 days casual leave at a time.
- Casual leave for half day can be granted to an employee.
- Casual leave shall not be accumulated, and casual leave not availed of during any particular year shall expire at the end of that year.

### 4.2 Earned Leave

The admissibility of Earned Leave (EL) for different types of employees shall be as under:

| Sl no | Type of Employee | Number of Earned Leave in a year (days) |
|---|---|---|
| 01 | Regular / Contractual / Deputationist Employees | 30 |
| 02 | Consultants / Fixed tenure:<br>➢ 6 months<br>➢ 11 months | 15<br>30 |

a. An employee (except those having engagement period of less than 6 months) shall earn Earned leave at the rate of 2.5 days for every completed month of service.

b. The leave so earned shall be credited in advance to the earned leave account of the employee half yearly on January 01 and July 01 respectively in each year at the rate of 15 days per half year. However, at the time of separation of the employee from the institute the leave credit shall be re-worked based on actual entitlement of the served period.

c. Earned leave may be accumulated upto a maximum of 300 days during service.

d. During Earned leave an employee will draw leave salary at the same rate as the last pay drawn by him/her before proceeding on leave.

e. Closed holidays may be prefixed and/or suffixed to a spell of earned leave, but closed holidays intervening the period of leave will be counted as leave period.

f. Employees will not be entitled to take ½ EL.

g. During service an employee shall be eligible for encashment of earned leave (cash equivalent of Basic pay) upto a maximum of 30 days once in a calendar year, subject to the condition that after such encashment the employee should have atleast 90 days balance EL to his credit. The authority competent to sanction Earned Leave shall be competent to grant encashment of Earned Leave.

h. An employee on transfer from one station to another station is entitled to joining time of 7 days. If an employee joins the new post on transfer to another station without availing the full joining time, the unavailed period is to be credited to his earned leave account. When holidays follow joining time, the normal joining time is deemed to have been extended to cover such holidays. A Sunday / Saturday and a holiday shall count as a day for the purpose of calculation of joining time.

## 4.3 Half-pay Leave

(i) All employees of FDDI (except those having engagement period of less than 6 months) will be entitled to half-pay leave on half-pay and corresponding allowances admissible on the half-pay, to the extent of 20 days for every completed year of service. Half-pay leave due may be granted on private affairs upto a maximum period of 60 days at a time, subject to approval of leave sanctioning authority.

(ii) An employee has option to use her/his half-pay leave due to her/him converting it into half the number of due Half pay leave on full pay only if the leave is on medical grounds which shall be called as Commuted Leave on Medical grounds. An employee who has been granted Commuted Leave on Medical grounds shall not return to duty unless he/she is certified fit by the treating doctor.

(iii) An employee can avail Commuted Leave on Medical grounds on self – certification basis for one day and any period beyond one day shall necessarily be supported by Medical certificate and fitness certificate of a medical doctor.

(iv) No commuted leave shall be granted under this rule unless the leave sanctioning authority is satisfied that there is reasonable prospect of the employee returning to duty on its expiry.

## 4.4 Extraordinary Leave (Leave without Pay)

Extraordinary Leave (Leave without pay and allowances) may be granted to an employee in special circumstances:

(a) When no other leave is admissible

(b) When other leave is admissible but the employee desires to proceed on leave and does not have Earned Leave / HPL to her/his credit, she/he may be granted

Extraordinary Leave, but such Extraordinary Leave should be got sanctioned invariably before availing of such leave.

(c) Period of leave without pay will not be counted for earning increment, if any.

(d) Period of leave without pay will also not be counted for earning leave.

(e) The maximum limit upto which an employee can be granted leave without pay shall be two months.

### 4.5 Compensatory Leave

All staff cadre employees shall be entitled to compensatory leave in lieu of working on Saturdays / Sundays / Holidays. The specification of eligibility of such employees who shall be entitled to Compensatory Leave shall be based on administrative orders issued from time to time. The grant of same shall be subject to the following:

- Compensatory Leave shall not be combined with any other kind of leave.
- Compensatory Leave shall not be availed for more than three days at a time, but this may be extended up to five days in most exceptional cases where the employee is required to extend his compensatory leave during unavoidable circumstances.
- Compensatory Leave shall not be accumulated and such leave not availed of during any particular calendar year shall expire at the end of that calendar year.
- Holidays / Restricted Holidays / Weekly offs falling between the period of compensatory leave are counted as a part of compensatory leave.
- No compensatory Leave is given against any holiday falling during the out Station visit of an employee on official tour.
- The compensatory leave claimed should be countersigned by respective HOD of Respective departments and duly approved by the competent authority.
- Staff coming on Weekly Offs / Holidays with prior approval of Competent authority can claim Compensatory only if Incoming and Outgoing Time is punched (Minimum time period of stay for office work should be 4 hrs).
- Compensatory leave should be claimed within a period of 03 months of its accrual

and the same can be availed beyond three months upto a maximum of 06 months when due to exigencies of work in FDDI the employee could not avail the same and the Head of department certifies that the compensatory leave was denied during the period of entitlement due to work exigencies.

### 4.6 Maternity Leave and Paternity Leave

a. A female employee (including probationer) with less than two surviving children may be granted Maternity Leave of 180 (One hundred eighty) days twice in service period at FDDI. The leave will be granted on submission or production of medical certificate from authorized medical officer or hospital or nursing home. Such leave, for a period not exceeding 45 days in the entire service of an employee, may also be granted in case of miscarriage, including abortion, provided that the application for the leave is supported by a medical certificate.

b. Maternity leave may be combined with regular leave of any other kind, but any leave applied for in continuation of the maternity leave, may be granted only if the request is supported by a medical certificate from a Medical Officer.

c. Half-pay leave at credit up to maximum of 120 days commuted to 60 days with full pay may also be granted to a female employee in continuation of maternity leave, without production of a medical certificate.

d. Maternity leave shall not be debited against the earned leave account and shall count for increment.

e. Paternity leave upto 15 days duration may be granted to male employees with less than two surviving children during the confinement of their wives twice in service period at FDDI which can be applied upto 15 days before or upto six months after, from the date of delivery. Paternity leave shall not be debited against the leave account and may be combined with any other kind of regular leave.

## 4.7 Sabbatical / Study Leave

Regular employees shall be eligible for sabbatical/study leave. Such leave would be utilized by employee for undergoing studies / acquiring qualifications / research documentation work, authorship of books/periodicals/etc, or teaching in other institutions/organizations (with due approval of the competent authority). Such an employee must apply for Sabbatical / Study Leave sufficiently well in advance (at least 3 months) before she/he intends to avail herself/himself of such leave and shall specify the course or courses of study or research contemplated he may propose to undergo along with a detailed proposal.

The employees will be allowed to avail of sabbatical leave subject to the following conditions:

a. Sabbatical leave will be granted with the specific approval of the Managing Director, who will review the performance record of the concerned employee and shall satisfy herself / himself as to whether such a research documentation work, authorship of books/periodicals/etc, and for study purpose or teaching in other institutions/organizations, is beneficial for the 'Institute', before sanctioning of the same.

b. Sabbatical / Study Leave shall not ordinarily be granted to more than one teacher in a school / more than one employee in a department at a time during the year.

c. Sabbatical leave with pay and allowances will be restricted to once in the service career of employee at FDDI. Sabbatical leave will be restricted to a maximum period of 24 months after six years' or more continuous regular service at FDDI.

d. Prior to availing of sabbatical leave an employee shall have to sign a bond with FDDI to commit to serve for a period for atleast 05 years or pay all the expenses incurred by the institute on her/him during the period of such Sabbatical Leave. Also in case the employee fails to complete the course successfully or does not comply with the bond's requirement, then she/he shall be liable to deposit all the expenses incurred by the institute on her/him during the period of sabbatical leave.

e. No facilities of the Institute, including that of assistance of other staff/faculty, should be utilized during Sabbatical leave availed by the employee.

f. During the period of Sabbatical Leave, the Institute would pay to the employee the full salary with allowances as applicable from time to time. No TA/DA or any expenses shall be borne by the Institute.

g. It will be obligatory on the part of the employee availing of sabbatical leave to make a presentation and submit report / documentation to a duly constituted Evaluation Committee of their achievements on return from sabbatical leave.

### 4.8 Leave Encashment at end of service

On retirement/resignation/termination/contract expiry period/death, earned leave (EL) lying to the credit of an employee will be allowed to be encashed in full at the rate of salary (basic pay) in case of EL, subject to the condition that such number of leave encashment (EL) shall be limited to a maximum of 300 days. However, in case of termination on grounds of moral turpitude or on grounds of causing financial damages to FDDI, such encashment shall not be admissible.

### 4.9 General

a. Any kind of leave may be availed of only after proper sanction and sanction may be subject to exigencies of work. The sanctioning authority shall have the right to refuse leave or revoke the sanction already given if exigencies of work so demand.

b. The duration when an employee is absent without sanctioned leave shall be treated as period of unauthorized absence and has to be regularized by the employee with necessary leave application subject to the condition that the reporting officer has prior intimation from the employee regarding the same during the period of such absence and the reporting officer is satisfied with the employee's explanation for not taking prior approval for the same. It shall be the responsibility of the reporting officer to ensure that any intimation received from the employee during the period of such unauthorized absence shall be intimated to the respective campus HR / HO-HR, Noida, as the case may be. In case the reporting officer doesn't recommend for grant of approval / sanctioning officer doesn't sanction the leave, such period of leave shall be treated as break in service which shall affect all his/her benefits based on continuity of service. Unauthorized absence may also form a ground for initiating disciplinary proceedings and make an employee liable for disciplinary action.

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

d. All types of leave can be combined with one another for availing except Casual Leave which can only be combined with Restricted Holidays (RH).

**4.10 AMENDMENTS**

The Governing Council may modify, add or delete any provision of these rules, from time to time, and all such amendments shall take effect from the date stated therein.

***

**Annexure-I**

## अवकाश हेतू आवेदन पत्र / LEAVE APPI ICATION FORM

परिसर/ CAMPUS: _______ आवेदन की तिथि/ Date of application: __________

| कर्मचारी का नाम/Employee Name | कर्मचारी संख्या/ Employee Code | विभाग/ Department | पद/ Designation | नियुक्ति दिनांक/ Date of Joining |
|---|---|---|---|---|
| | | | | |

| अवकाश का विवरण/ Nature of Leave | शेष अवकाश/ Leave Balance | दिनांक से/ Date from | दिनांक तक/ Date to | दिनों की संख्या/ No. of days |
|---|---|---|---|---|
| आकस्मिक अवकाश / Casual Leave | | | | |
| अर्जित अवकाश/Earned Leave | | | | |
| अर्ध वेतन अवकाश/परिवर्तित अवकाश<br>Half Pay Leave/Commuted Leave | | | | |
| प्रतिबंधित अवकाश/ Restricted Holiday | | | | |
| अन्य अवकाश<br>Any other Leave | | Compensatory Taken against | | |

***Note: 1. Only Casual Leave can be applied for half day***

***2. No other type of leave can be clubbed with Casual Leave***

अवकाश से पहले का दिन/With Prefix (day): ________ अवकाश के बाद का दिन/and Suffix (day):__________

कार्यालय छोडने की तिथि/ Date of Leaving the Office: ...........................................................................

अवकाश का कारण/Reason for Leave:.......................................................................

अवकाश के दोरान का पता/ Leave Address:..........................................................................................

उक्त अवधि मे उनका कार्यभार: (नाम तथा पद).........................................................................................

The charge/responsibility will be handed over to Mr./ Ms. (Name and Designation) ..............................
for the above said period.

प्रार्थी के हस्ताक्षर/ Signature of Applicant

विभाध्यक्ष द्वारा अग्रसारित/Recommended by HOD

नाम/ Name: ...............................

कर्मचारी कोड/ EMP Code:................

पद/ Designation:........................

सक्षम प्राधिकारी द्वारा अनुमोदित/Sanctioned by Approving Authority Department

मानव संसाधन विभाग द्वारा सत्यापित/Verified by HR

नाम/ Name: ……………………….
EMP Code: ..............
पद/ Designation: ……………………..

नाम/ Name: …………………………… कर्मचारी कोड/
कर्मचारी कोड/ EMP Code:.....................
पद/ Designation:………………………..

****

## 8. Incentive Scheme for Consultancy Works

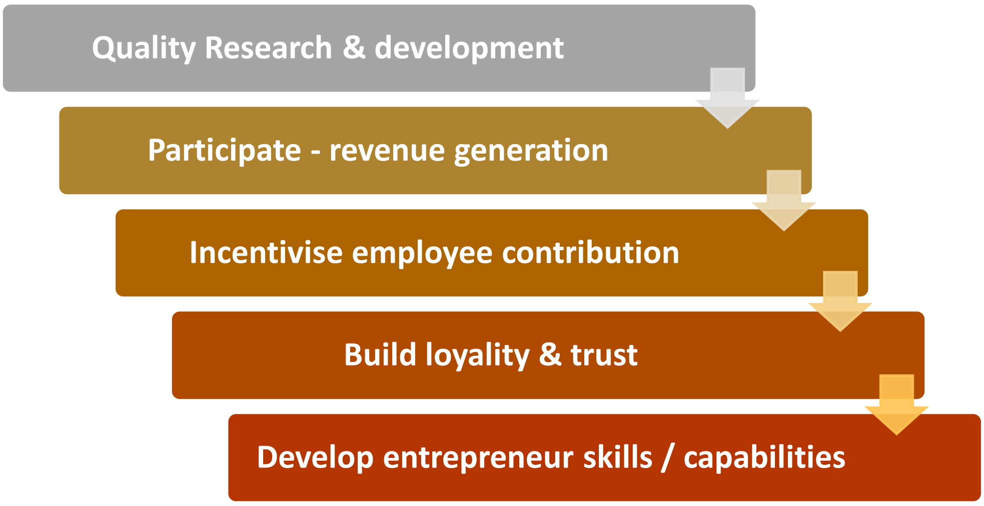
# FDDI INCENTIVE SCHEME FOR RESEARCH & CONSULTANCY WORKS

## 1. Purpose and objective:

The scheme is based on the premise that consulting works rely primarily on the knowledge, experience and expertise of employees to attract clients and deliver services. Therefore, a net-revenue (earned out of consultancy services/assignments sharing model is expected to reward individual effort and productivity, as well as recognize the teamwork in order to enhance financial results for the institution through its research and consultancy works undertaken.

The objectives of scheme are as under:

- ***To encourage the employees to take up quality research and development assignments along with developing solution providing capabilities as professionals / experts in their respective areas***
- ***To incentivize the employees for participation in the revenue generation process which also includes applying and obtaining research grants from funding agencies or industries relevant to their field of interest***
- ***To develop a target oriented approach in the employee's contribution to the growth of the institute as an individual and as a part of a team***
- ***To develop employee loyalty & trust amongst themselves as teams and also with the institute***
- ***To develop entrepreneur skills / capabilities in the employees***



## 2. Scope and process:

a) The scheme is applicable to all employees of FDDI, except employees posted in FDDI Laboratories.

b) Whenever FDDI shall receive a consultancy assignment from a client, based on a detailed proposal from the Head-of-School / Head-of-Department concerned, the Managing Director shall grant approval for constituting a Task Force for completing the assignment, through an order. The number of members in the task force preferably shall not be more than 5 (five) members and not more than one member from each level (level as mentioned in the incentive table at para 3).

c) Each Task Force member shall be assigned individual specific work / works, out of and connected with the consultancy assignment in the task force order. The Task Force members shall be bound by the said order for completion of the consultancy assignment, in addition to her/his existing assignments in FDDI, to be eligible for the incentive.

d) The employee nominated for heading the task force shall be called "Principal Investigator" for that specific project work assignment. She / he shall also be authorized to sign the Memorandum of Understanding (MoU) or any kind of agreement, if any, with the client after getting the draft MoU / agreement approved by the Managing Director.

## 3. Incentive as percentage of revenue earnings and ceiling of amount:

The following shall be the rate of incentive and ceiling of amount of the net-revenue sharing:

| Net-Revenue Earnings* / Grant (Rs.) Range | Incentive Percentage (%) (amount to be rounded to nearest hundred) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Chief Faculty or equivalent level | | Sr. Faculty Gr.I/II or equivalent level | | Faculty or equivalent level | | Junior Faculty or equivalent level | | Academic Support or equivalent level | |
| | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) |
| More than 1 Cr | 8% | 800000 | 7% | 700000 | 6% | 600000 | 4% | 400000 | 1% | 100000 |
| More than 50 Lakhs but less than 1 Cr | 10% | 750000 | 9% | 675000 | 7% | 525000 | 5% | 375000 | 2% | 150000 |

| Net-Revenue Earnings* / Grant (Rs.) Range | Incentive Percentage (%) (amount to be rounded to nearest hundred) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Chief Faculty or equivalent level | | Sr. Faculty Gr.I/II or equivalent level | | Faculty or equivalent level | | Junior Faculty or equivalent level | | Academic Support or equivalent level | |
| | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) | Rate of Incentive | Ceiling (Rs.) |
| More than 25 Lakhs but less than 50 Lakhs | 11% | 412500 | 10% | 375000 | 8% | 300000 | 6% | 225000 | 3% | 112500 |
| More than 10 Lakhs but less than 25 Lakhs | 13% | 227500 | 11% | 192500 | 9% | 157500 | 7% | 122500 | 4% | 70000 |
| More than 5 Lakhs but less than 10 Lakhs | 15% | 112500 | 12% | 90000 | 10% | 75000 | 8% | 60000 | 5% | 37500 |

*Net-Revenue earnings shall mean the net revenue / earnings after deductions of expenses incurred on purchase / hire of materials, machineries, employee cost (salary), travelling expenses, etc, if any, for the completion of the consultancy assignment.

**4. Conditions of grant of incentive:**

a) The employee shall be granted incentive as per the percentage rate or ceiling limit in rupees, mentioned above in the table, whichever is lower, subject to obtaining a successful completion certificate from the client. The incentive shall be borne out of the net-revenue earnings of that particular assignment. In case of more than one employee of the same level by virtue of which the total number of members of task force becomes more than five, the incentive amount / ceiling shall be an equal division of entitled incentive amount of the level amongst the members of such same level. In case more than one employee of the same level is part of the task force and the total members of the task force is less than or equal to five, in such cases, the incentive earmarked for level of employees which are not represented in the task force shall be equally divided amongst the same level members. In such distribution the overall ceiling specified in the scheme of such same level members shall remain applicable.

b) The employees / team shall be eligible for incentive only in cases where the consultancy works are handled within the stipulated time period of the assignment.

Cases of time over-run upto 3 months can also be considered for payment of incentive subject to the condition that both the above rate of incentive and ceiling limit shall be reduced by 50%.

c) The employee cost (50% of the gross salary payable to the employees engaged in the said consultancy assignment for such period of the consultancy assignment) should not exceed 50% of the net-revenue earnings expected, failing which, both the above proportion and ceiling limit shall be reduced by 50%.

d) In cases of before-time completion cases, there shall be an increase by 10% of employee incentive and also increase by 10% of the ceiling, with the other terms and conditions remaining unchanged.

e) The incentive shall be paid to the employee after realization of the consultancy fees / charges from the client and shall be based on such actual amount realized.

f) In addition to the above, the employee who initiates the process of obtaining the consultancy assignment from a prospective client as a first point of contact, which subsequently is realized, shall also be eligible for an additional incentive of 50% of her/his entitled incentive amount. In such cases the ceiling limit shall accordingly be enhanced, if need arises.

g) When a same assignment is repeated subsequently by the client, the entitled incentive amount for all the task force members and their corresponding incentive ceiling shall be reduced by 50% every time such repetition occurs.

h) If at any stage it is found that the employee (who is part of taskforce) to whom a specific task or part of the overall assignment has been assigned, has not delivered the services required out of her/him or due to her/him the task completion process got delayed or remained pending, then 50% of her/his entitled incentive amount shall be deducted and equally distributed amongst the other team members of the task force, provided the delay of the task completion is purely attributable to the employee's non-contribution to the assignment as per her/his assigned task(s). The report regarding the same shall be reported to the Managing Director after the completion of the assignment.

i) In extreme cases of non-participation in the assignment handling process, the employee shall be not be eligible for incentive amount and consequently amount equivalent to her / his entitled level incentive amount shall be equally divided amongst the rest of the task force members. In such distribution the overall ceiling specified in the scheme of such same level members shall remain applicable.

**5. Relaxations / Interpretations**

For any relaxation (other than on the incentive amount) or for any interpretations on the applicability of the scheme, the Managing Director shall be the competent authority.

***

| 9. FDDI Foreign Allowances Regulations | | |
|---|---|---|
| **Table** | **Description** | **Page No.** |
| **1** | Consolidated per diem allowance for a period up to 30 days in case accommodation and food are NOT provided by the company / sponsoring agency | 182-183 |
| **2** | Daily allowance (as per the rates specified by MEA orders) | 183 |
| **3** | Consolidated per diem allowance for a period up to 30 days in case Boarding (accommodation and food) is provided by the company / sponsoring agency | 183 |
| **4** | Consolidated per diem allowance for a period up to 30 days (SJVNL, THDC) in case Lodging (accommodation only) is provided by the company / sponsoring agency | 184 |

## FDDI FOREIGN ALLOWANCES REGULATIONS

1.1 At FDDI, employees / Executive Director / Secretary / Managing Director are sent abroad for the purpose of exhibition, project and consultancy services. In the past, FDDI had only defined the rates of composite foreign allowances but did not have detailed terms and conditions for regulating the payment of such foreign allowances for visits abroad. Hence the matter was examined against the backdrop of the existing Central Government provisions and CPSE-type organization's policies.

1.2 Based on the aforesaid the following is approved by the Governing Council:

- The below-mentioned consolidated amount (**Table-1**) shall cover Room rent (accommodation), Daily Allowance for food (as per MEA rates), Taxi charges/Local conveyance, Entertainment (if any), and Official Communication (phone/fax/etc.).

**TABLE -1 – Consolidated per diem allowance for a period up to 30 days in case accommodation and food are NOT provided by the company / sponsoring agency**

| Salary range | Per Diem Allowance abroad apart from SAARC countries | Per Diem Allowance for SAARC countries (Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka) |
|---|---|---|
| < 50000 | 200 USD | 150 USD |
| 50001-80000 | 225 USD | 175 USD |
| 80001 & above | 250 USD | 200 USD |

| | | |
|---|---|---|
| Secretary / Executive Director | 275 USD | 225 USD |
| Managing Director | 450 USD | 375 USD |

- Further the daily allowance (**as per the rates specified by MEA orders** for various countries) on a foreign tour which is part of the consolidated per diem rates shall be regulated under (MEA):

**Table - 2**

| | |
|---|---|
| **For the first fourteen days** | **Full admissible Daily Allowance** |
| **For the next fourteen days** | 75% of the full admissible Daily Allowance |
| **For subsequent additional days** | 60% of the full admissible Daily Allowance |

- **Admissibility when free Boarding (accommodation + food) is provided:**

<table>
<tr><th colspan="3">TABLE - 3: Consolidated per diem allowance for a period up to 30 days in case Boarding (accommodation & food) is provided by the company / sponsoring agency</th></tr>
<tr><th>Salary range</th><th>Per Diem Allowance abroad apart from SAARC countries</th><th>Per Diem Allowance for SAARC countries (Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka)</th></tr>
<tr><td>< 50000</td><td rowspan="5">25% of the entitled Daily Allowance rates (as per MEA clarifications)</td><td rowspan="5">25% of the entitled Daily Allowance rates (as per MEA clarifications)</td></tr>
<tr><td>50001-80000</td></tr>
<tr><td>80001 & above</td></tr>
<tr><td>Secretary / Executive Director</td></tr>
<tr><td>Managing Director</td></tr>
</table>

**Admissibility when free Lodging (accommodation only) is provided:**

| TABLE - 4: Consolidated per diem allowance for a period up to 30 days (SJVNL, THDC) in case Lodging (accommodation only) is provided by the company / sponsoring agency | | |
|---|---|---|
| Salary range | Per Diem Allowance abroad apart from SAARC countries | Per Diem Allowance for SAARC countries **(Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka)** |
| < 50000 | **Daily Allowance as per MEA + incidentals @ 50 USD per day** | **Daily Allowance as per MEA + incidentals @ 50 USD per day** |
| 50001-80000 | | |
| 80001 & above | | |
| Secretary / Executive Director | | |
| Managing Director | | |

- For a period exceeding 30 days, the consolidated per diem rates become reduced to 75% of the actual amount specified in Tables 1 and 2.
- The cases of a claim for a period up to 30 days and those beyond 30 days shall be subject to the overall outer limit specified in tables – 1, 3 & 4. Within the entitled per diem limit (Table 1, 3 & 4) the allocated outer limit component-wise shall be 35% of the per diem rate for expenses incurred on foreign local travel, 10% for expenses on communication, and 10% for other contingent expenses.
- The expenses on hotel charges are to be settled through the production of original bills whereas the other components are to be settled through self-certification of expenses by the employee.
- While deputed for duty abroad, the Daily Allowance will be restricted to the period of effective duty only and not for the journey period. The period of 'effective duty' in the country of deputation/visit will be deemed to commence

from the date on which the employee reaches there and ends on the date on which the employee departs from the country of visit/deputation.

- After the return from the tour the employee should settle the tour expenses in the prescribed form within 15 days of the date of return from the foreign tour. The unutilized foreign currency should be surrendered back to the Accounts & Finance department within the prescribed 15 days time limit of the date of return. The format of settlement of claims subsequent to completion of the foreign visit shall be regulated as per the prescribed format.
- The Managing Director on the recommendations and justifications of the Executive Director / Head of School may approve reimbursement of reasonable extra expenditure (in excess of the consolidated per diem allowance – Table-1, 2 & 3) incurred by employees, below ED level deputed or visited foreign country in case of difficulties faced by them in managing the expenses on tour (particularly hotel accommodation and transportation). In the case of the Executive Director, based on the justifications submitted, the Managing Director shall decide. In the case of a claim of the Managing Director, the approval of the Chairman shall be required.
- In case of FDDI employees / Executive Director / Secretary, after the foreign visit and upon the return they shall submit a detailed Report on the visit within 10 days of her/his return to the Managing Director through their reporting officer / Head of department.

**SECTION 8, OF GENERAL SERVICE RULES, 2017, FDDI**

## 16. LOANS/ADVANCES

An employee of the Institute may be granted an advance for the following:-

(i) Motor Car
(ii) Motor Cycle
(iii) Scooter
(iv) Luna/Moped/Vicky
(v) Cycle
(vi) House Building Loan
(vii) Festival Advance
(viii) Other advances

Subject to budget provision and availability of funds. The loan advance will be granted on terms and conditions as approved by the Governing Council given below:

(i) It is certified that in the opinion of the Authority competent to sanction the Advance it will be useful to the Institute, if the employee possesses the conveyance in question for the performance of his official duties.
(ii) If the Authority competent to sanction advance is satisfied that the employee has the capacity to repay the advance.
(iii) If the employee has been confirmed and completed one year service in the Institute.
(iv) The Competent Authority would decide entitlement of Loan/Advance and its limitation.

The Managing Director, Secretary, Executive Director is empowered to sanction an advance of maximum equivalent to two months gross salary of an employee during a financial year for emergent purposes, that will however, be at the discretion of Managing Director, Secretary, Executive Director and availability of funds. This will be reimbursed in a maximum of six monthly installments or as approved by Managing Director ,Secretary, Executive Director.

Provided that the condition of the one year service may not be applicable if the employee has been absorbed on permanent basis in the regular services of the Institute either from a Government Department/Public Sector Undertaking within one year after initial appointment on deputation basis.

# 11. UNIFORM SCHEME

1.0 **OBJECTIVE: -**

The FDDI Employees Uniform Scheme hereinafter referred as a "Scheme" is introduced for the purpose to ensure that the specified employees are clear on the standard of appearance/dress expected while on work. This Scheme describes standards for the defined employees directly involved in providing the services at the respective offices and campuses.

2.0 **SCOPE AND COVERAGE: -**

The employees engaged in the tasks involving for providing of services of proper taking care and upkeep of offices and maintaining of essential services at the FDDI Offices and campuses are covered under this scheme. All employees whether on regular or contractual basis to the post of Office Attendant, Lab Attendant, MTS(G), Gardner, Driver, Electrician, Mechanic, Plumber including of supervisor taking care of the work of these employees, are eligible to receive one set of uniform each financial year.

3.0 **EFFECTIVE DATE OF INTRODUCTION OF EMPLOYEES UNIFORM SCHEME: -**

The Employees Uniform Scheme will be applicable w.e.f. 01.04.2020

4.0 **ENTITLEMENT: -**

**4.1** All Existing employees in the defined category who have rendered minimum one year of service as on 01.04.2020 will be eligible to receive one set of uniform every financial year. The nest eligibility of the uniform will be reckoned on 01.04.2021. The eligibility for all cases will be calculated on 1st April of every year.

**4.2** The Type of Uniform and monetary ceiling of each item of uniform will be as under:-

| Sr No. | Type of Uniform | Quantity | Monetary Ceiling –Rs. | |
|---|---|---|---|---|
| | | | Drivers/Sup.-Rs. | Others-Rs. |
| 01 | Safari Suit for Driver & Supervisor | 02 | 4500.00 | |
| 02 | Pant & Shirt for male employees (Office Attendant, Lab Attendant, MTS(G), | 01 | | 3500.00 |

| | | | | |
|---|---|---|---|---|
| | Gardener, Electrician, Mechanic, Plumber etc.).<br>Saree & Blouse or Suit for female employees. | | | |
| 03 | Shoes & Stocks-Pair (One Pair Shoes & Two Pair Socks). | 01 | 1100.00 | 1100.0<br>0 |
| 04 | Jacket for male employees and Cardigan for female employees (For Winters). | 01 | 1200.00 | 1200.0<br>0 |
| 05 | FDDI Logo and Plastic Name Plate of the employee. | 01 | 200.00 | 200.00 |
| | | Total | 7000.00 | 6000.0<br>0 |

- One Set of Uniform for Drivers /Supervisors-Rs.7000.00 (Rs. Seven Thousand Only).
-
- One Set of Uniform for Other Defined Employees-Rs.6000.00 (Rs. Six Thousand Only).

**4.3 Colour or Uniform: -**

| Sr. No. | Gender | Category of employees | Type of Uniform | Colour and Make |
|---|---|---|---|---|
| 01 | Male | Driver & Supervisor | Safari Suit | Grey (Medium Grey #9eala2) |
| 02 | Male | Driver & Supervisor | Winter Jacket | Dark Grey |
| 03 | Female | Driver & Supervisors | Saree & Blouse or Suit and Cardigan | -Grey Saree (Medium Grey #9eala2) with dark grey blouse (Dark Grey#555555) or Grey Suit (Medium Grey #9eala2) with dark grey dupatta (Dark Grey#555555).<br>-Dark Grey Winter Cardigan |

| | | | | |
|---|---|---|---|---|
| 04 | Male | Other than Driver & Supervisors | Pant & Shirt | Dark Blue Pant (Pantone276C) & Light Blue Shirt (Sky2707C) |
| 05 | Male | Other than Driver & Supervisors | Winter Jacket | Dark Blue |
| 06 | Female | Other than Driver & Supervisor | Saree & Blouse or Suit | Light Blue Saree (Sky 2707C),<br><br>Dark Blue Blouse (Pantone 276C) or Light Blue Suit (Sky 2707C) with Dark Blue Dupatta. |
| 07 | Female | Other than Driver & Supervisor | Winter Cardigan | Dark Blue |
| 08 | Male & Female | Driver, Supervisor & Other Employees | Shoes & Socks | Black |

5.0 **Terms and Conditions: -**

| | |
|---|---|
| 01 | The eligible employees will purchase the uniform & get it stitched wherever required, the defined set to uniform by 30th April of each year. |
| 02 | The Concerned employees will submit the claim along with requisite and proper bills for the reimbursement of expenditure incurred by him/her on the procurement of Uniform to the concerned HR Department of HQ/NOIDA Campus and Other Campuses in the prescribed format on or before 31st May of every year. For the financial year 2020.21, an employee can purchase the defined uniform, get it stitched and submit the claim along with proper bills by 10.01.2021 to the concerned HR Department to process for the payment. |
| 03 | The employee should be on the rolls of the FDDI on the date of submission of claim for the uniform to the concerned HR Department. The eligible of such employees who will be on the rolls of the FDDI at the time of the time of submission of claim will be considered for the Employees Uniform Scheme. |

| | |
|---|---|
| 04 | The submitted claims will be examined and processed by the concerned HR Department for the payment to the concerned employees and after approval will advise to the A&F Department of the HQ/Noida Campus and other Campuses, as the case may be, accordingly. |
| 05 | The monetary Ceiling including of GST (If any) of one set of uniform to each employee is Rs. 7000.00 (Rs. Seven Thousand Only) in case of Driver and Supervisors and Rs. 6000.00 (Rs. Six Thousand Only) in case of other employees (Office Attendant, MTS(G), Lab Attendant, Gardener, Electrician, Mechanic and Plumber etc.) or actual cost of purchase of uniform which each will be less. It includes the cost of material and stitching charges of uniform/dress. The reimbursement of expenditure is to be done to the concerned employees accordingly. No advance for the procurement of uniform set to the concerned employees will be sanctioned by the HQ or Campuses. |
| 06 | The uniform so procured by the employees will be the FDDI property and to be maintained in good & proper condition by the concerned employees. It will be used by the concerned employees till they remain in the employment of FDDI. The uniform must contain the FDDI Logo & Name Plate on the left hand side of Safari Suit (Upper Wear), Shirt, Blouse, Jacket, Cardigan, as the case may be of the concerned employees and that should be properly visible while warning the uniform. |
| 07 | The employees will wear the defined properly cleaned & ironed uniforms while on duty on all working days. |
| 08 | Upon procurement of the uniform, become the responsibility of the concerned employees for its proper maintenance and care. In the event a uniform needs repair, the same will be arranged by the concerned employees and no reimbursement of expenditure will be made by FDDI on this account. |
| 09 | The validity of wearing of uniform is till the concerned employees remained in the employment of the FDDI. The employees will be required to dispose of the uniform and submit the information to this effect in writing to the concerned HR Department upon separation due to any reason what so ever from the services of the Institute failing which the cost of uniform for the relevant year will be deducted from his/her payable dues. |
| 10 | In case of non-wearing of uniform on duty & non maintenance of uniform in the proper and good condition, the concerned employees will be liable for disciplinary action as per relevant clause of the FDDI General Service Rules. It may also include the refund of payment made to the concerned employees under this scheme, as per approval of the competent authority. |

6.0 The Employees Uniform Policy notified earlier vide Reference No.:FDDI/Noida/5(1)/Admin/Uniform/2017-20 Dated 04.03.2020 is hereby cancelled & withdrawn with immediate effect. The employees who have taken the reimbursement of expenditure incurred by them on purchase of uniform as per the old scheme for the year 2020, will not be eligible for it for the financial year 2020-21 under this scheme. Such employee will be eligible in the new scheme w.e.f. 01.04.2021 as per rules.

7.0 In case of any query or clarification required on the subject matter, the issues may be referred to HQ-HR, Noida.

8.0 **General: -**

The Managing Director, FDDI reserves the right to add, amend, modify, cancel or withdraw any or all provisions of FDDI Employees Uniform Scheme.