

*Rules of*

CONTRIBUTORY  
PROVIDENT FUND

§

COUNCIL OF SCIENTIFIC  
AND  
INDUSTRIAL RESEARCH

**RULES OF COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH  
CONTRIBUTORY PROVIDENT FUND**

(Bye—Law 39)

**Short Title and Definitions.**

1. (1) These rules may be called the Council of Scientific and Industrial Research Contributory Provident Fund Rules.
- (2) They shall be deemed to have come into force from the 1st April 1944.
2. (1) In these rules unless there is anything repugnant in the subject or context :—
  - (i) (a) *Council* means the Council of Scientific and Industrial Research and *Council Servant* means an employee of the Council appointed by or under the authority of the Council and dismissable likewise.
  - (b) *Governing Body* means the Governing Body of the Council of Scientific and Industrial Research.
  - (c) *President* means the President of the Council of Scientific and Industrial Research.
  - (d) *Secretary* means the Secretary of the Council of Scientific and Industrial Research.
  - (e) *Subscriber* means a member of the Fund.
  - (ii) *Emoluments* means pay, leave-salary, or subsistence grant, and includes—
    - (a) any wages paid by the Council to employees not remunerated by fixed monthly pay ; and
    - (b) any remuneration of the nature of pay received in respect of foreign service ;
    - (c) If a subscriber is on deputation, the emoluments which he would have drawn had he not been on deputation shall for the purposes of this rule, be deemed to be emoluments drawn on duty.
  - (iii) *Family* means—
    - (a) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widow or widows and children of a deceased son of the subscriber :

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to

maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Secretary that she shall continue to be so regarded.

- (b) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber :

Provided that if a subscriber by notification in writing to the Secretary expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscribers family in matters to which these rules relate, unless the subscriber subsequently cancels formally in writing her notification excluding him.

*Note I.*—'Children' means legitimate children.

*Note II.*—An adopted child shall be considered to be a child when the Secretary or if any doubt arises in the mind of the Secretary, the Solicitor to the Government of India, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only.

- (iv) *Leave* means any variety of leave recognised by the Council.
- (v) *The Fund* means the Council of Scientific and Industrial Research Contributory Provident Fund ; and
- (vi) *Year* means a financial year.
- (2) Any other expression employed in these rules which is defined either in the Provident Fund Act, 1925 (XIX of 1925) or in the Fundamental Rules is used in the sense therein defined.

#### Constitution and management of the Fund.

3. The fund shall be administered by the Governing Body of the Council, and shall be maintained in India in rupees.

4. (1) These Rules shall apply to every non-pensionable Council servant, who.—

(a) has been admitted before these Rules came into force to the benefits of a Special or Contributory Provident Fund maintained by Government, except the State Railway Provident Fund ; or

(b) is required by or permitted under these Rules to subscribe to the Fund.

(2) Subject to the provisions of sub-rule (1), subscription to the Fund shall be compulsory on all Council servants who are in receipt of a salary exceeding Rs. 30 per month, except in such cases as may be specifically excluded by the Council on the ground that the employee is not likely to remain in service for five years ;

Provided that a temporary employee whose term of employment in the first instance is for less than five years may be permitted by the President to subscribe to the Fund on the understanding—

- (i) that the Council's contribution and interest thereon will be provisional in the first instance and in the event of the employee's services being terminated for any reason whatsoever within five years of the commencement thereof, will be completely withheld, and
- (ii) that, subject to the above modification, he shall be bound by these Rules.

#### Nomination.

5. (1) A subscriber shall, as soon as may be after joining the Fund, send to the Secretary a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, or having become payable, has not been paid :

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

(2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Secretary :

Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of sub-rules (1) to (3).

(5) Without prejudice to the provisions of sub-rule (4), a subscriber shall along with every nomination made by him under this rule send to the Secretary a contingent notice of cancellation set forth in the Second Schedule as is appropriate in the circumstances.

(6) Immediately on the occurrence of any event by reason of which the contingent notice of cancellation referred to in sub-rule (5) becomes operative and the nomination to which that notice relates consequently stands cancelled, the subscriber shall send to the Secretary a fresh nomination made in accordance with the provisions of sub-rules (1) to (3).

(7) Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Secretary.

#### Subscriber's accounts.

6. An account shall be opened in the name of each subscriber, in which shall be credited—

- (i) the subscriber's subscriptions ;
- (ii) contributions made under rule 11 by the Council to his account ;
- (iii) interest, as provided by rule 12, on subscriptions ; and
- (iv) interest, as provided by rule 12, on contributions.

#### Conditions and Rates of Subscriptions.

7. (1) Every subscriber shall subscribe monthly to the Fund when on duty or foreign service, or on deputation.

(2) A subscriber may, at his option, not subscribe during leave.

(3) The subscriber shall intimate his election not to subscribe during leave in the following manner :—

- (a) If he is an officer who draws his own pay bills by making no deduction on account of subscription in his first pay bill drawn after proceeding on leave ;
- (b) If he is not an officer who draws his own pay bills, by written communication to the head of his office before he proceeds on leave.

Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

The option of a subscriber intimated under this sub-rule shall be final.

(4) A subscriber who has under rule 17 withdrawn the amount of subscription and interest thereon, shall not subscribe to the Fund after such withdrawal unless and until he returns to duty.

8. Subscriptions to the Fund shall be at the rate of one-sixteenth of pay, leave salary or subsistence grant as the case may be, and shall be rounded to the nearest whole rupee, eight annas counting as the next higher rupee. Subscriptions shall be deducted monthly from the salary payable to each subscriber.

9. When a subscriber is transferred to foreign service or sent on deputation, he shall remain subject to the rules of the Fund in the same manner as if he were not so transferred or sent on deputation.

#### **Realisation of Subscriptions.**

10. The subscriber shall forward his dues monthly to the Secretary by deduction in his pay bill. When a subscriber is on foreign service or on deputation, he shall remit the subscription in cash to the Secretary so as to reach him before the 5th of each month immediately following the month for which the subscription is due.

#### **Contribution by the Council.**

11. (1) The Council shall, with effect from the 31st March of each year, make a contribution to the account of each subscriber.

Provided that if a subscriber quits the service or dies during a year, contribution shall be credited to his account for the period between the close of the preceding year and the date of the casualty.

(2) The contribution shall be equal to the aggregate of the subscriptions of the subscriber since the preceding 1st day of April.

(3) The amount of any contribution payable in respect of a period of foreign service shall, unless it is recovered from the foreign employer, be recovered by the Council from the subscriber.

#### **Interest.**

12. (1) The Council shall pay to the credit of the account of a subscriber interest, at such rate as the Governing Body may from time to time prescribe for the payment of interest on subscriptions to the Fund, on the amount at his credit in the Fund.

(2) Interest shall be credited with effect from the 31st March of each year in the following manner:—

- (i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year—interest for twelve months;
- (ii) on sums withdrawn during the current year—interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;
- (iii) on all sums credited to the subscriber's account after the 31st March of the preceding year—interest from the date of deposit up to the 31st March of the current year;
- iv The total amount of interest shall be rounded to the nearest whole rupee, eight annas counting as the next higher rupee.

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

(3) For the purposes of this rule the date of deposit shall, in the case of recoveries from emoluments, be deemed to be the first day of the month in which they are recovered; and, in the case of amounts forwarded by the subscriber, shall be deemed to be the first day of the month of receipt, if they are received by the Secretary before the fifth day of that month, or, if they are received on or after the fifth day of that month, the first day of the next succeeding month.

(4) In addition to any amount to be paid under rule 20, interest thereon up to the end of the month preceding that in which payment is made, or up to the end of the sixth month after the month in which such amount became payable, whichever of these periods be less, shall be payable to the person to whom such amount is to be paid;

Provided that no interest shall be paid in respect of any period after the date which the Secretary has intimated to that person (or his agent) as the date on which he is prepared to make payment in cash, or if he pays by cheque, after the date on which the cheque in that person's favour is put in the post.

(5) Interest shall not be credited to the account of a Muhammadan subscriber if he informs the Secretary that he

does not wish to receive it: but if he subsequently asks for interest, it shall be credited with effect from the 1st April of the year in which he asks for it.

(6) The interest on amounts which, under rule 16 or rule 17 are replaced at the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under sub-rule (1) of this rule and so far as may be in the manner described in this rule.

#### Advances from the Fund.

13. A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the President subject to the following conditions:—

(a) No advance shall be granted unless the President is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise:—

- (i) to pay expenses incurred in connection with the prolonged illness of the applicant or any person actually dependent on him;
- (ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;
- (iii) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by his religion it is incumbent on him to perform.

(b) An advance shall not, except for special reasons, exceed three months' pay, and shall in no case exceed the amount of subscriptions and interest thereon standing at the credit of the subscriber in the Fund.

(c) An advance shall not, except for special reasons, be granted until at least twelve months after the final repayment of all previous advances together with interest thereon, unless the amount already advanced does not exceed two-thirds of the amount admissible under clause (b).

(d) The President shall record in writing his reason for granting the advance:

Provided that if the reason is of a confidential nature it may be communicated to the Secretary personally and/or confidentially.

14. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the President may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty-four. A subscriber, may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(2) Recovery shall be made in the manner provided in rule 10 for the realisation of subscriptions and shall commence on the first occasion after the advance is made on which the subscriber draws emoluments, other than leave salary or subsistence grant, for a full month. Recoveries shall not be made, except with the subscriber's consent, while he is on leave or in receipt of subsistence grant, and may be postponed by the President during the recovery of an advance of pay granted to the subscriber.

(3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.

(4) (a) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth percent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal:

Provided that Muhammadan subscribers whose deposits in the Fund carry no interest shall not be required to pay into the Fund any additional instalments on account of interest on advances granted to them from the Fund.

(b) Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal; but, if the period referred to in clause (a) exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments. The method of recovery shall be that provided in sub-rule (2) payments shall be rounded to the nearest whole rupee, eight annas counting as the next higher rupee.

(5) Recoveries made under this rule shall be credited, as they are made, to the account of the subscriber in the Fund.

15. Notwithstanding anything contained in these rules, if the President is satisfied that money drawn as an advance from the Fund under rule 13 has been utilised for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall, with interest at the rate provided

in rule 12, forthwith be repaid by the subscriber to the Fund, or, in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be repaid be more than half the subscribers emoluments recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid.

*Note.*—The term ‘emoluments’ as used in this rule does not include subsistence grant.

**Circumstances in which accumulations are payable.**

16. When a subscriber quits the service, the amount standing to his credit in the Fund shall, subject to any deduction under rule 19, become payable to him :

Provided that a subscriber, who has been dismissed from the service and is subsequently re-instated in the service, shall, if required to do so by the President, repay any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in rule 12 in the manner provided in the proviso to rule 17. The amount so repaid shall be credited to his account in the Fund, the part which represents the Council’s contribution with interest thereon, being accounted for in the manner provided in rule 6.

17. When a subscriber—

- (a) has proceeded on leave preparatory to retirement or, if he is employed in a vacation Department, on leave preparatory to retirement combined with vacation, or
- (b) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service,

the amount of subscriptions and interest thereon standing to his credit in the fund shall, upon application made by him in that behalf to the Secretary, become payable to the subscriber :

Provided that the subscriber, if he returns to duty, shall, if required to do so by the President, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in rule 12 in cash or securities, or partly in cash and partly in securities, by instalments or otherwise, by recovery from his emoluments or otherwise, as the President may direct.

18. Subject to any deduction under rule 19, on the death of a subscriber before the amount standing to his credit has

become payable, or, where the amount has become payable, before payment has been made ;

(i) when the subscriber leaves a family—

- (a) if a nomination made by the subscriber in accordance with the provisions of rule 5 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination ;
- (b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares :

Provided that no share shall be payable to—

- (1) sons who have attained legal majority ;
- (2) sons of a deceased son who have attained legal majority ;
- (3) married daughters whose husbands are alive ;
- (4) married daughters of a deceased son whose husbands are alive,

if there is any member of the family other than those specified in clauses (1), (2), (3) and (4) :

Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

*Note.*—Any sum payable under these rules to a member of the family of a subscriber vests in such member under subsection (2) of section 3 of the Provident Funds Act, 1925.

(ii) when the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 5, in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomina-

tion relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

*Note 1.*—When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub section (2) of section 3 of that Act.

*Note 2.*—When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 5 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provision of clause (b) and sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

#### Deductions.

19. Subject to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by the Council with interest thereon credited under rules 11 and 12, before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the President may direct the deduction therefrom and payment to the Council of :—

(a) any amount, if a subscriber has been dismissed from the service for grave misconduct ;

Provided that, if the order of dismissal is subsequently cancelled, the amount so deducted shall, on his re-instatement in the service, be replaced at his credit in the fund ;

(b) any amount, if a subscriber resigns his employment under the Council within five years of the commencement thereof, otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service ;

(c) any amount, due under a liability incurred by the subscriber to the Council.

#### Payment.

20. (1) When the amount standing to the credit of a subscriber in the Fund, or the balance thereof after any deduction under rule 19, becomes payable, it shall be the duty of the Secretary after satisfying himself, when no such deduction has been directed under that rule, that no deduction is to be made, to make payment as provided in section 4 of the Provident Funds Act, 1925.

(2) If the person to whom, under these rules, any amount is to be paid is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment will be made to such manager, and not to the lunatic.

(3) Any person who desires to claim payment under this rule shall send a written application in that behalf to the Secretary. Payment of amounts withdrawn shall be made in India only. The persons, to whom the amounts are payable shall make their own arrangements to receive payment in India.

*Note.* —When the amount standing to the credit of a subscriber has become payable under Rule 16, 17 or 18, the Secretary, shall effect prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

#### Procedure.

21. All sums paid into the Fund under these rules shall be credited in the books of the Council to an account named "The Council of Scientific and Industrial Research Contributory Provident Fund". A "deposit account" shall be opened for this purpose with the Imperial Bank of India, Delhi to be operated on in such manner as the President may direct. Sums of which payment has not been taken within six months after they become payable under these rules shall be transferred to "Deposits" after the 31st March of the year and treated under the ordinary rules relating to deposits.

22. When paying a subscription either by deduction from emoluments or in a cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Secretary. Any change in the number shall similarly be communicated to the subscriber by the Secretary.

23. (1) As soon as possible after the 31st March of each year the Secretary shall send to each subscriber a statement of his account in the Fund, showing the opening balance as on the 1st April of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Secretary shall attach to the statement of account an enquiry whether the subscriber—

(a) desires to make any alteration in any nomination made under rule 5:

(b) has acquired a family (in case where the subscriber has made no nomination in favour of a member of his family under sub-rule (1) of rule 5).

(2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Secretary within six months from the date of receipt of the statement.

(3) The Secretary shall, if required by a subscriber, once, but not more than once, in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up.

24. All applications to the President under these rules shall be addressed to the Secretary.

**FIRST SCHEDULE.**

*Rule 5 (3).*

**Forms of Nomination.**

1. When the subscriber has a family and wishes to nominate one member there of :—

I hereby nominate the person mentioned below, who is a member of my family as defined in Rule 2 of the Council of Scientific and Industrial Research Contributory Provident Fund Rules, to receive the amount that may stand to my credit in the Fund, in the event of my death before the amount has become payable, or having become payable has not been paid :—

Name and address of nominee.	Relationship with subscriber.	Age.

Dated this.....day of.....19  
at .....

Signature of subscriber.

Two witnesses to signature.

- 1.....
- 2.....

II. When the subscriber has a family and wishes to nominate more than one member thereof :—

I hereby nominate the persons mentioned below, who are members of my family as defined in rule 2 of the Council of Scientific and Industrial Research Contributory Provident Fund Rules, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and address of nominees.	Relationship with subscriber.	Age.	Amount or share of accumulations to be paid to each *.
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Date | this.....day of.....19 ..  
at .....

Two witnesses to signature.

Signature of subscriber.

- 1.....
- 2.....

\*Note :—This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

III. When the subscriber has no family and wishes to nominate one person :—

I having no family as defined in rule 2 of the Council of Scientific and Industrial Research Contributory Provident Fund Rules, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or

having become payable has not been paid :—

Name and address of nominee.	Relationship with subscriber.	Age.
---------------------------------	----------------------------------	------

Dated this.....day of.....19 ..  
at .....

Signature of subscriber.

Two witnesses to signature.

1.....

2.....

IV. When the subscriber has no family and wishes to  
nominate more than one person :—

I, having no family as defined in rule 2 of the Council of  
Scientific & Industrial Research Contributory Provident Fund  
Rules hereby nominate the persons mentioned below to receive  
the amount that may stand to my credit in the Fund in the  
event of my death before that amount has become payable, or  
having become payable has not been paid, and direct that the  
said amount shall be distributed among the said persons in the  
manner shown below against their names :—

Name and address of nominees.	Relationship with subscriber.	Age.	*Amount or share of accumulations to be paid to each.
----------------------------------	----------------------------------	------	---

Dated this.....day of.....19 ..  
at .....

Signature of subscriber.

Two witnesses to signature.

1.....

2.....

\* Note :—This column should be filled in so as to cover the whole  
amount that may stand to the credit of the subscriber in the  
fund at any time.

SECOND SCHEDULE.

Rule 5 (5).

Forms of Contingent Notices of Cancellation.

1. Where nomination is in favour of one or more members of the subscribers family.

Without prejudice to my right under sub-rule (4) of rule 5 of the Council of Scientific and Industrial Research Contributory Provident Fund Rules to cancel the nominations made by me on.....whenever I think of it, I hereby give notice that in the event of the person nominated there under any of the persons predeceasing me, the said nomination shall forthwith stand cancelled.

Dated this..... day of..... 19

at .....

Signature of subscriber,

Two witnesses to signature :

1. ....

2. ....

II. Where nomination is in favour of one or more persons not being members of the subscriber's family.

Without prejudice to my right under sub-rule (4) of rule 5 of the Council of Scientific and Industrial Research Contributory Provident Fund Rules to cancel the nomination made by me on.....whenever I think fit, I hereby give notice that in the event of the person nominated thereunder any of the persons

predeceasing me, or in the event of my hereafter acquiring a family as defined in rule 2 of the said Rules, the said nomination shall forthwith stand cancelled.

Dated this..... day of..... 19 ,

at .....

Signature of subscriber.

Two witnesses to signature.

1. ....

2. ....

PRINTED AT  
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DELHI.

MEDEL AGREEMENT II

ANNEXURE B.

Articles of Agreement made the.....day of  
.....BETWEEN.....  
of the first part and the Council of Scientific & Industrial  
Research (hereinafter called the Council) of the second part.

WHEREAS the Council has engaged the party of the first  
part and the party of the first part has agreed to serve the  
Council in India on the terms and conditions hereinafter  
contained.

NOW THESE PRESENTS WITNESS and the parties hereto  
respectively agree as follows:-

1. The party of the first part shall submit himself  
to the orders of the Council and of the officers and authorities  
under whom he may from time to time be placed by the Council  
and shall, subject as hereinafter mentioned, remain in the  
service for the term of five years commencing from the ....  
.....day of.....one thousand nine  
hundred and.....subject  
to the provisions herein contained.

2. The party of the first part shall devote his whole  
time to his duties and shall at all times obey the rules  
including the Council Servants Conduct and Discipline Rules  
prescribed for the regulation of the branch of the Council  
service to which he may belong and shall not (except in  
the case of accident or sickness certified in writing by  
a competent medical authority) absent himself from his duties  
without having first obtained the permission from the Council.

3. The party of the first part shall employ himself  
~~honestly~~ efficiently and diligently and generally to the  
complete satisfaction of the Council under the orders and  
instructions of the officers under whom he shall from time  
to time be placed as.....  
in which capacity he shall discharge all duties appertaining  
to that office and also all such duties as are discharged  
by persons holding similar situations in India and do all  
things/which may be required of him or which are necessary to  
be done in his capacity as aforesaid and he shall whenever  
required proceed to any part of India and there perform  
such or the like duties as may be assigned to him and shall  
do his best to instruct, train, assist and supervise those  
who may be placed under him or may be working with him.

4. The party of the first part shall, when required,  
take upon himself the responsible charge of Council money and  
stores and shall truly and faithfully account for and pay  
or deliver to the proper person all money goods and stores  
which shall at any time come to his hands or be under his  
charge on account of the Council and shall conform to all  
the rules and regulations of the Council and shall obey all  
such orders and directions as he shall from time to time  
receive from any authorised officer of the Council.

5. The service of the party of the first part may be  
terminated as follows:-

(1) At the end of the first year by either party without  
notice.

(2) At any.....

- (2) At any time on three calendar months' notice in writing given to him by the Council if, in the opinion of the Council, the party of the first part proves unsuitable for the efficient performance of his duties during service under this agreement.
- (3) By the Council without previous notice if the Council, whose decision shall be final, is satisfied on medical evidence that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his duties in India. Provided always that the decision of the Council that he is likely to continue unfit shall be conclusively binding on him.
- (4) By the Council or their officers having proper authority without any previous notice if the party of the first part shall be guilty of any insubordination intemperance or other misconduct or of any breach or non-performance of any of **the provisions of these presents or any rules pertaining to the branch of the Council service** to which he may belong.
- (5) By six calendar month's notice in writing given at any time during his service under this Agreement (except during the first year thereof) either by him to the Council or by the Council or their authorised officers to him without cause assigned.

of

PROVIDED always that the Council may in lieu of any notice herein provided for give the party of the first part a sum equivalent to the amount of his pay for six months or shorter notice than six months if they pay him a sum equal to the amount of his pay for the period by which such notice falls short of six months. PROVIDED also that in the event of a notice being given under sub-clause 2 of this clause then the words "three" shall be read in place of the words "six" in the preceding proviso.

The term "Pay" for the purpose of this clause shall mean the pay (including special pay and personal pay if any) the party of the first part is receiving under these presents at the time, unless he is receiving officiating pay in which case it shall mean the pay (including special pay and personal pay if any) of his substantive appointment.

6. On the completion by the party of the first part of his full term of service under this agreement the party of the first part shall, if so desired by the Council, continue to serve upon the like terms and conditions as are herein contained so far as the same are applicable until such time as a fresh agreement shall be executed between the parties. PROVIDED THAT nothing contained in this clause shall prejudice the right of the Council to terminate this agreement at any time under the provisions hereinbefore contained.

7. If the party of the first part be suspended from duty during investigation into his conduct, he shall not be entitled to any pay during such period of suspension but shall be entitled to receive a subsistence grant at such rate as the Council may decide to allow him.

8. The scale of pay attached to the post to which

the party....

the party of the first part is appointed shall comprise the following monthly rates of pay in successive stages of twelve months' service:-

Stages.	Pay. Rs.
1.	--
2.	--
3.	--
4.	--
5.	--
etc.	

He shall from the date of his appointment as mentioned in clause 1 hereof be granted pay at the rate of Rupees per mensem in the aforesaid scale and shall receive pay in the succeeding stages provided for in that scale in accordance with the provisions of the rules for the time being in force and applicable to his case, service in the stages reckoning from the aforesaid date. The pay from time to time payable to him under these presents shall be paid for such time as he shall serve under this agreement and actually perform his duties commencing from the aforesaid date and ceasing on the date of his quitting service in India or on the day of his discharge therefrom or on the day of his death if he shall die whilst in service. PROVIDED that, if at any time the party of the first part proceeds on deputation out of India his pay during the period of his deputation shall be regulated by the ordinary rules regarding deputation.

OR.

The party of the first part shall for so long as he shall remain in the service and actually perform his duties as.....be paid a fixed pay of Rs. per mensem.

9. The party of the first part shall be eligible subject to the exigencies of the public service for leave and leave-salary under the rules which may from time to time be applicable to him.

10. In addition to the substantive pay provided in clause 8 hereof the party of the first part shall be entitled to any other pay or allowance which may be attached to the post held by him at such rate and on such conditions as the Council may from time to time determine in his case. If at any time during the said term of five years or any extension thereof as provided in clause 6 of this agreement the party of the first part is appointed to officiate in a higher appointment he shall be entitled in lieu of his substantive pay to such pay as may be admissible under and subject to the provisions of the rules for the time being in force and applicable to his case.

11. If the party of the first part is required to travel in the interests of Council service he shall be entitled to travelling allowance on the scales provided for in the rules for the time being in force and applicable to his case.

12. The party of the first part shall be eligible for any concessions in relation to medical attendance and treatment that may be prescribed by the Council for the class of officers serving in the same station to which the Council may declare the party of the first part to correspond in status or conditions of service.

13. During his service under these presents, the party of the first part shall be permitted to subscribe

to the.....

to the Council Servants' Contributory Provident Fund, and shall be subject to the rules of that fund for the time being in force. He shall not be entitled to any compensation, pension, gratuity, bonus or other allowance or payment except as aforesaid on the termination of his employment.

14. In any payments made to the party of the first part in the United Kingdom under these presents the rate of exchange then applicable to the class of transaction concerned as decided by the Council from time to time shall be observed.

15. Notwithstanding anything hereinbefore contained the party of the first part shall, unless otherwise decided by the Council, be entitled to receive in whole or in part as may be authorised by the Council the benefits of any improvement that may be sanctioned by the Council subsequent to the date of these presents in the terms and conditions of service of members of the establishment of the Council of the class to which he may from time to time belong and the decision of the Council in respect of such improvement in the terms and conditions of service of the party of the first part shall operate so as to modify to that extent the provisions of these presents.

16. Notwithstanding anything hereinbefore contained the pay and leave-salary admissible under these presents whether payable in India or elsewhere shall be subject to any emergency cut that may be ordered by the Council for the same period and on the same terms as for other officers under the administrative control of the Council.

17. In respect of any matter for which no provision has been made in this agreement the provisions of the Council Services (Classification, Control and Appeal) Rules from time to time in force or any rules made thereunder shall apply to the extent to which they are applicable to the service hereby provided for and the decision of the Council as to their applicability shall be final.

In witness whereof the party of the first part and .....  
by the order and direction of the Council of Scientific & Industrial Research have hereinto set their hands the day and year first above written.

Signed by the party of the first part in the presence of

Signed by the said

by the order and direction of the Council of Scientific & Industrial Research in presence of.....

MEMORANDUM.

The written named Mr..... has been re-engaged and his service extended for a further period of ..... years subject mutatis mutandis to the conditions of the aforesaid agreement and his scale of pay shall as from the ..... day of..... henceforth comprise the following monthly rates of pay

in successive...

in successive stages of twelve months' service:-

Stages	Pay Rs.
1.	--
2.	--
3.	--
etc.	

In witness whereof the party of the first part and  
.....on behalf of the  
.....have hereinto set their hands.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19.

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Schedule of powers for Directors of Laboratories.

<u>S.No.</u>	<u>Powers</u>	<u>Remarks.</u>
1.	<p>Subject to the general superintendence and control of the D.S.I.R., and subject to adequate Budget provision, the Director of Laboratory shall have the power to create or abolish an individual post, the pay of which does not exceed Rs.250/- a month or to make an addition to, or reduction in the pay of such a post or of a Government/Council servant in permanent employ provided:-</p> <p>(a) the addition does not have the effect of raising the total pay of the post or of the Government/Council servant to an amount in excess of Rs.250/- a month, and</p> <p>(b) the maximum pay of the post or of the Government/Council servant does not exceed Rs.250/- a month before the reduction,</p> <p>(c) the creation of the post is for a period not exceeding twelve months.</p>	<p>This power will not apply to the Director's own office establishment.</p>
2.	<p>To appropriate sums out of supply allotted to them in each primary unit of appropriation to meet expenditure falling under that unit, provided that supply must not be appropriated to meet any item of expenditure which has not been sanctioned by an authority empowered to sanction it.</p>	
3.	<p>Subject to the proviso in item 2 and to the sanction of the D.S.I.R., to sanction reappropriation of sums from any primary unit of appropriation to another such unit provided that:-</p> <p>(a) No reappropriation shall be made to meet any expenditure which is likely to involve further outlay in a future financial year, and</p> <p>(b) No reappropriation shall be made from the unit of pay of officers to any other unit.</p>	
4.	<p>To sanction the investigation of arrear claims which have been allowed to remain in abeyance for a period not exceeding three years in respect of staff employed under them corresponding to the non-gazetted staff under Government.</p>	<p>Subject to restrictions laid down in F.D.O.M. No. 8656-F dated 14.12.1937.</p>
5.	.....	

S.No.	Powers	REMARKS.
5.	To sanction non-recurring contingent charges, within budget limits, up to Rs.1000/- in each case, unless there is something doubtful, or novel or irregular in the case.	
6.	To sanction fixed recurring charges of a contingent character up to Rs.15/- p.m. in each case.	
7.	To sanction petty constructions departmentally up to Rs.1000/- in each case out of contingencies.	
8.	To sanction advances of travelling allowance to Gazetted Government/ Council servants under them when proceeding on tour.	
9.	To write off the irrecoverable value of stores etc. subject to a maximum limit of Rs.1000/- in each individual case, provided that:-	Subject to report to the Governing Body through the D.S.I.R.
	<ul style="list-style-type: none"> <li>i) the loss is not due to theft, and</li> <li>ii) it does not disclose a defect of system or serious negligence on the part of some individual servant or servants of the Council which might possibly call for disciplinary action requiring the orders of a higher authority.</li> </ul>	
10.	To sanction hot weather establishments.	
11.	To purchase, within budget limits, official and non-official publications etc. required by them or by staff under their control.	
12.	To counter-sign <del>their</del> own travelling bills subject to the prior approval of tour programmes by the Director of Scientific & Industrial Research. Full powers to countersign travelling allowance bills of the staff (non-gazetted and gazetted) working under them.	
13.	To accord administrative approval to original works (non-residential buildings only) upto a limit of Rs. 5000/- in each case.	Subject to report to the Governing Body through the D.S.I.R.
14.	To entertain, within budget provisions, inferior and superior servants not eligible to contributory provident fund, subject to the condition that the pay of any worker, or class of worker, does not exceed Rs. 60/- p.m.	
15.	To grant from the permanent advance to inferior servants advances of pay and T.A. limited to amounts admissible under rules.	

S.No.	Powers	REMARKS.
16.	To transfer a non-gazetted Government/ Council servant from one post to another within the laboratory concerned.	
17.	To sanction grant or acceptance of honorarium up to a maximum of Rs.250/- in each case.	
18.	To permit undertaking of private work and acceptance of a fee up to Rs.250/- in each case.	
19.	To decide the shortest of two or more routes.	
20.	To allow mileage allowance by a route other than the shortest.	
21.	To permit an inferior servant to draw intermediate fare when accompanying an officer on a train which provides no third class.	
22.	To define the limits of a Government/ Council servant's sphere of duty.	
23.	To decide whether a particular absence is absence on duty.	
24.	To restrict the frequency and duration of journeys.	
25.	To grant exemptions from the 10 days halt rule up to a limit of 30 days.	
26.	To allow the exchange of daily for mileage allowance.	Full powers in respect of Council servants on pay not exceeding Rs.250/- p.m.
27.	To impose restrictions on exchange of daily for mileage allowance on particular days by superior Government/Council servants.	
28.	To impose restrictions on exchange of daily for mileage allowance by non-gazetted ministerial or inferior servants travelling in a public or hired conveyance.	
29.	To allow actual expenses for carriage of personal effects by road between stations connected by rail.	
30.	To pay salaries on the last working day of the month if the first six days of the following month are public holidays.	
31.	To purchase working stores, tools and plant subject to budget provisions, up to a limit of Rs.5000/-.	

S.No.	Powers	REMARKS.
32.	To sanction municipal or cantonment taxes.	
33.	To sanction the renting of ordinary office accommodation.	When the accommodation is provided in a separate building up to Rs.100/-a month. When the accommodation is provided in a building partly used as a private residence one half of the total rent subject to a maximum of Rs.45/- a month.
34.	To sanction telephone rents(office).	
35.	To sanction advance of pay to an officer under transfer.	
36.	To sanction the purchase of typewriters.	
37.	To order sale, by auction or otherwise, in the interest of Council, all unserviceable stores or perishable articles.	
38.	To impose all penalties specified in rule 49 of the Civil Services Classification, Control and Appeal Rules in regard to non-gazetted and non-technical staff subject to the provision of section 240(2) of the Government of India Act 1935.	The staff concerned shall have the right of appeal to the C.S.I.R. from any orders passed against them in exercise of this power.
39.	Power to order destruction of records.	Full power subject to close observance of Government of India rules.

Schedule of Temporary Powers to be delegated  
to Directors during the construction  
period only.

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<u>S.No.</u>	<u>Powers.</u>	<u>Remarks.</u>
(i)	Power to order the removal from the works of any material and/or workmanship which are not in accordance with the Specifications and the substitution of proper materials and/or workmanship and the removal and proper re-execution of any workmanship not in accordance with the Designs and Specifications or instructions. The advice of the Architects and the Local Committee will be obtained before this power is exercised by the Officer-in-charge.	These powers will be delegated by inclusion in the contract to be entered with the builders.
(ii)	The Officer-in-charge on the advice of the Architects will have the power to allow the contractor to sublet any portion of the work.	
(iii)	The Officer-in-charge will be responsible for the proper execution of the work and will see that the work is completed within the time stipulated in the contract. In case the Contractor neglects or fails to proceed with due diligence in the performance of his part of the contract the Officer-in-charge on the advice of the Architects and the Local Committee shall have the power to give notice to the Contractor requiring that the works be proceeded in reasonable manner and in reasonable despatch. In the exercise of this power the Officer-in-charge will take care that the Council is not saddled with undue financial responsibilities.	
(iv)	Power to authorise the contractor to add to, to omit from or vary the works shown upon the drawings described in the specification, or included in the Bills of quantities, provided such addition, omission or variation does not involve any material modifications in specifications, layout and design of approved Building and also provided that the cost involved does not exceed Rs.500/- in each case. The total cost of all such additions, omissions or variations should not increase or decrease the approved estimates of the cost of the building by a sum of more than Rs.5,000/-. This power will be exercised in consultation with the architects and on the express opinion of the Local Committee. The D.S.I.R. will be kept informed of such additions, omissions and alterations. This power will also be exercised in case a material superior in quality than that prescribed in the specifications or bills or quantities is used in the works and it is considered absolutely necessary that the superior quality of material should be used in the construction.	

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Vide recommendation XIV. 5 at p 51.

Dr. J. C. Ghosh

Report on the work done by the Synthetic Mineral Oil Committee of the Council of Scientific and Industrial Research.

The Council of Scientific and Industrial Research appointed a committee consisting of Dr. J.C. Ghosh, Mr. G.D. Birla, Dr. S.S. Bhatnagar, Sir Shri Ram and Dr. D.N. Wadia to outline a scheme for the manufacture of liquid fuel from coal in consultation with foreign experts for the consideration of the Government. This scheme was required to be ready by the 25th of February, 1948.

2. Meetings were held on the 10th of February and on subsequent dates ~~when the~~ when the whole question was discussed. As a result of these meetings, a note was submitted for consideration of Cabinet. Messrs. Koppers Co., Incorporated, Pittsburgh informed the Director General of Industries & Supplies that they were prepared to work out a full project design for the production of synthetic petrol from coal if certain fees were paid to them. The Cabinet decided that Messrs. Koppers Co. should be asked to submit a full project design and that Director - General, Industries and Supplies should institute enquiries about the Billingham process and report to the Cabinet. Director General, Industries & Supplies also was required to investigate and locate suitable German technicians to examine and vet the project report by Koppers.

3. A contract has been executed by the Ministry of Industry & Supply with Messrs. Koppers to draw up the required project design for a plant which can manufacture one million tons of petroleum products from low-grade non-coking coals.

4. Messrs. Koppers brought out from U.S.A. their technician Dr. Powell who made some investigations locally and has now returned to U.S.A. Several engineers from Messrs. Koppers have now arrived in India and are engaged in surveying the various localities with a view to draw up their report.

5. Director General, Industries & Supplies has now got information that the Billingham plant is not producing petrol by hydrogenation of coal. Billingham process is being used for the hydrogenation of creosote and cannot be satisfactorily used on bituminous coal. Messrs. I.C.I. have abandoned attempt to hydrogenate British coal. England has no experience of the Fischer Tropsch process.

6. Indian Military Mission, Berlin have been asked to contact likely German technicians who would like to come out to India and help us to vet the report which is to be submitted by Messrs. Koppers. Several names were suggested. Steps have now been taken to engage the services of Dr. Grimme for a short period.

7. While these negotiations and discussions were going on, Mr. B. Patnaik informed the Prime Minister by a letter dated the 16th of April from London that he was in a position to get the details of the Billingham plant if £ 100,000 were spent for the preliminary investigation. Mr. Patnaik's letter was considered by the

Committee at a meeting held on the 29th April when it was decided that as the coal of requisite quality was **not** available in India, the scheme submitted by Mr. Patnaik could not be applied in India.

8. Mr. Patnaik then contacted the French Petroleum Institute and suggested that he had a plant for the production of 50,000 tons of petrol which would not conflict with the central project. Mr. Patnaik had several discussions with the Director General, Industries & Supplies, and as a result of these discussions, he sent a cable to his French principals, stating that the French process will have to handle Indian coal with an average ash contents between 15 to 25% and water 3%. The French experts have stated that a plant to produce 72,000 tons of petroleum would cost  $1\frac{1}{2}$  million pounds and will include machinery for:-

- (1) conversion of coal and plain water into synthesis gas;
- (2) purification and compression, if necessary, of synthesis gas;
- (3) converter units for transformation of synthesis gas into liquid hydrocarbons;
- (4) catalytic refining units for treatment of liquid hydrocarbons to obtain final products including storage tanks for storing one month's production.

9. A further meeting was held on the 22nd June when Dr. Mirles was present along with Mr. Patnaik. Mr. Patnaik stated that the French Institute of Petroleum Technology would guarantee that the plant worked satisfactorily and would be responsible to make good for financial loss incurred by the Government of India. The French Institute would be willing to be the contractor for the purpose of executing this work. The French Group would give a full report indicating the amounts of various fractions of petroleum which would be obtained by their process. They were asked to bear in mind that in the present state of country's development oxygenated products would not have much market in India. They were also to indicate any difficulties that might be encountered with regard to patents rights. It was decided also that Sir N.R. Pillai should be approached to report on the financial soundness and technical ability of the French Petroleum Institute. Sir N.R. Pillai has already been approached in this connection and his report is awaited.