



## भारतीय पेट्रोलियम और ऊर्जा संस्थान Indian Institute of Petroleum & Energy

### Conduct Rules & Other Service Conditions

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#### 1. Application

The provisions contained in this Schedule shall apply to all employees of the Institute.

#### 2. In this Schedule unless the context otherwise requires:

(a) “Competent authority” means:

- i. “The Board of Governors” in the case of the Director.
- ii. “The Director” in case of all other employees.

(b) “Members of the family” in relation to an employee includes-

- i. the wife, child or step-child of such employee residing with the dependent on him and in relation to an employee who is a woman, the husband residing with her and dependent on her, and;
- ii. any other person related, whether by blood or by marriage to the employee or to such employee’s wife or husband and wholly dependent on such Institute employee, but does not include a wife or husband legally separated from the employee or child or step-child who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by the law.

(c) “Service” means service under the Institute.

#### 3. General

(a) Every employee of the Institute shall at all times:

- i. maintain absolute integrity;
- ii. maintain devotion to duty; and
- iii. do nothing which is unbecoming of an employee of the institute.
- iv. maintain high ethical standards and honesty;
- v. maintain political neutrality;
- vi. promote the principles of merit, fairness and impartiality in the discharge of duties;
- vii. maintain accountability and transparency;
- viii. maintain responsiveness to all;
- ix. maintain courtesy and good behaviour with the Public, Staff & Students;
- x. take decisions solely in the interests of the Institute and use or cause to use Institute resources efficiently, effectively and economically;

- xi. declare any private interests relating to his Institute duties and take steps to resolve any conflicts in a way that protects the Institute's interest;
  - xii. not place himself under any financial or other obligations to any individual or organisation which may influence him in the performance of his official duties;
  - xiii. not misuse his position as an employee of the institute and not take decisions in order to derive financial or material benefits for himself, his family or his friends;
  - xiv. make choices, take decisions and make recommendations on merit alone;
  - xv. refrain from doing anything which is or may be contrary to any law, rules, regulations and established practices;
  - xvi. maintain discipline in the discharge of his/her duties and be liable to implement the lawful orders duly communicated to him;
  - xvii. maintain confidentiality in the performance of his/her official duties as required by any laws/ rules & regulations for the time being in force, particularly with regard to information, disclosure of which may prejudicially affect interests of the Institute;
  - xviii. perform and discharge his duties with the highest degree of professionalism and dedication to the best of his abilities.
- (b) i. Every employee holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all other employees of the institute for the time being under his control and authority;
- ii. No employee of the institute shall, in the performance of his/her official duties, or in the exercise of powers conferred on him, act otherwise than in his best judgement except when he/she is acting under the direction of his official superior;
- iii. The direction of the official superior shall ordinarily be in writing. Oral direction to subordinates shall be avoided, as far as possible. Where the issue of oral direction becomes unavoidable, the official superior shall confirm it in writing immediately thereafter;
- iv. The employee who has received oral direction from his official superior shall seek confirmation of the same in writing as early as possible, whereupon it shall be the duty of the official superior to confirm the direction in writing.
- (c) Unless otherwise stated specifically in the terms of appointment, every employee is a whole-time employee of the Institute, and may be called upon to perform such duties, as may be assigned to him by competent authority, beyond scheduled working hours and on closed holidays and Sunday. These duties shall inter alia include attendance at meetings of committees to which he/she may be appointed by the Institute.
- (d) An employee shall be required to observe the scheduled hours of work, during which he/she must be present at the place of his duty. Except for valid reasons and/or unforeseen contingencies no employee shall be absent from duty without prior permission.
- (e) No employee shall leave station except with the previous permission of proper authority, even during leave or vacation. Whenever leaving the station, an employee shall inform the Head of the Department to which he is attached, or Director if he/she is himself/herself the Head of a Department, the address where he would be available during the period of his absence from station.
- (f) **Promptness & Courtesy**  
No employee of the institute shall:
- i. in the performance of his/her official duties, act in a discourteous manner;
  - ii. In his/her official dealings with the public, staff & students or otherwise adopt dilatory tactics or wilfully cause delays in disposal of the work assigned to him.

(g) **Observance of Institute's policies.**

Every employee of the institute shall, at all times, act in accordance with the Institute's policies, rules & regulations.

(h) **Prohibition of sexual harassment of working women.**

No employee of the Institute shall indulge in any act of sexual harassment of any woman at any work place. Every employee who is in-charge of a work place shall take appropriate steps to prevent sexual harassment to any woman at the work place.

**4. Taking part in Politics and Election.**

(a) No employee shall take part in politics or be associated with any party or organization which takes part in political activity, nor shall he/she subscribe in aid or assist in any manner any political movement or activity.

(b) No employee shall canvass or otherwise interfere or use his/her influence in connection with or take part in any election to legislative body or local authority

Provided that 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.

**5. Demonstration and strikes**

(a) No employee of the institute shall engage himself/herself or participate in any demonstration which is prejudicial to the interests of the Institute or;

(b) Resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to his/her service or the service of any other employee of the institute

**6. Connection with Press or Radio or Patents**

(a) 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 managing of any newspaper or other periodical publications.

(b) No employee shall, except with the previous sanction of the competent authority or any other authority empowered by it in this behalf, or in the bona fide discharge of his/her duties, participate in a radio broadcast or contribute any article or write any letter either anonymously or in his/her own name or in the name of any other person to any newspaper or periodical.

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

**Note:** Subject to the restrictions noted below, members of the staff are at liberty, without any sanction as contemplated in paragraph 6(b) above, to publish their original scientific works in journals of repute in India and abroad. If, however they wish to indicate their official designations in the articles they want to publish, previous sanction of the competent authority will be necessary.

Such articles must be strictly confined to purely scientific subjects and should not touch upon administrative matters. They shall be free from all political tinge.

Publications of articles relating to India's boundary areas and the tribal population in such areas is prohibited without previous permission of the competent authority.

**7. Criticism of the Institute**

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

- (a) Which has the effect of an adverse criticism of any current or recent policy or action of the Institute; or
  - (b) Which is capable of embarrassing the relations between the Institute and of the Central Government or any State Government or any other institute or organization or members of the public.
- Provided that nothing in this paragraph shall apply to any statements made or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him.

#### **8. Evidence before Committee or any other Authority**

- (a) Save as provided in sub-paragraph (3) below, 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.
- (b) Where any sanction has been accorded under sub-paragraph (1) no employee giving such evidence shall criticise the policy or any action of the Institute or the Central Government or any State Government.
- (c) Nothing in this paragraph shall apply to-
  - i. evidence given at any inquiry before any authority appointed by the Institute, by Parliament or by a State Legislature; or
  - ii. evidence given in any judicial inquiry; or
  - iii. evidence given in any departmental inquiry ordered by the Institute authorities.

#### **9. Unauthorised Communication of information**

No employee shall, except in accordance with any general or special order of the competent authority or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any person to whom he/she is not authorised to communicate such document or information.

#### **10. Gifts**

No employee shall, except with the previous sanction of the competent authority, accept or permit his wife or any other member of his family to accept from any person other than relations any gift of more than trifling value. The interpretation of the term 'trifling value' shall be the same as laid down in Government servants' Conduct Rules.

#### **11. Private Trade or Employment**

No employee shall, except with the previous permission of the competent authority, engage directly or indirectly in any trade or business or any private tuition or undertake any employment outside his official assignments.

Provided that the above restrictions shall not apply to academic work and consultative practice undertaken with the prior permission of the competent authority which may be given subject to such conditions as regards acceptance of remuneration as may be laid down by the Board.

#### **12. Investments, lending and borrowing**

- (a) No employee shall speculate in any business nor shall he make or permit his wife or any member of his family to make any investment likely to embarrass or influence him in the discharge of his official duties.
- (b) No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he/she is likely to have official dealings.

#### **13. Insolvency, Habitual Indebtedness and Criminal Proceeding**

- (a) An employee shall so manage his/her private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a majority of his/her salary is continuously being attached, he/she may be liable to dismissal. An employee who becomes the subject of legal proceeding for insolvency shall forthwith report full facts to the Institute.
- (b) An employee who gets involved in some criminal proceeding shall immediately inform the competent authority through the Head of the Department to which he/she is attached, irrespective of the fact whether he/she has been released on bail or not.  
An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall not join his/her duties in the Institute unless he/she has obtained written permission to that effect from the Head of the Institute.
14. **Movable, Immovable and Valuable Property** Every member of the staff shall, on first appointment in the Institute service and thereafter at such intervals as may be prescribed by general or special orders of the competent authority submit return in such form as the Institute may prescribe in this behalf of all immovable property owned, acquired or inherited 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 family or in the name of any other person.
15. No employee shall, except with the previous sanction of the competent authority, have recourse to any court of law or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character.  
Provided nothing in this rule shall be deemed to prohibit an employee from vindicating his/her private character or any act done by him/her in his private capacity.
16. **Marriage etc.** An employee intending to marry a person who holds a citizenship of another foreign country shall seek prior permission of the competent authority.  
No employee who has wife living shall contract another marriage without first obtaining the permission of the Board notwithstanding that a subsequent marriage is permissible under the personal law applicable to his/her religion and violation of these rules lead to immediate dismissal from the Institute's service.
17. **Representations**
- (a) Whenever an employee wishes to put forth any claim, or seeks redress of any grievance or of any wrong done to him/her, he must forward his/her case through higher authority, and shall not forward such advance copies of his/her application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.
- (b) No employee shall be signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter.
18. **Punishment, Appeals, etc.**  
An employee shall be governed by the provisions of the relevant rules regarding imposition of penalties for breach of any of these rules and preference of appeals against any such action taken against him.
19. **Interpretation** The decision of the Board on all questions relating to the interpretation of these provisions shall be final.

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## Retirement, Resignation & Termination of Service

### 1. Age of Retirement

Every employee of the Institute covered under the provisions of these Rules shall retire from service, except as may be otherwise provided in these Rules, on the afternoon of the last day of the month in which he/she attains the age of superannuation as may be prescribed, from time to time, by the Board of Governors which presently is 65 years for faculty members, 62 years for Registrar and equivalent post and 60 years for all other staff of the Institute.

Provided that an employee of the Institute whose date of birth is the first of a month shall retire from service of the Institute on the afternoon of the last day of the preceding month on attaining the age of superannuation.

### 2. Resignation

- (a) A permanent/ temporary employee of the Institute may resign from the service of the Institute by giving a written notice of at least three (03) months/ one (01) month addressed to the Appointing Authority or salary in lieu of.

The academic staff will not be permitted leave in between the semester.

Provided, that the resignation is clear and unconditional.

Provided further that if the concerned employee makes a request, in writing to the Appointing Authority, for the acceptance of notice of less than three months/one month, the Appointing Authority may, considering the circumstances of such request, permit the employee concerned to resign from the service of the Institute by a notice of less than the prescribed period.

Provided further, a resignation submitted by an employee who is on suspension shall ordinarily not be accepted as normally an employee is placed under suspension only in cases of grave misconduct.

- (b) A resignation will become effective only when it is accepted and the employee is relieved of his/her duties.
- (c) If an employee who has submitted his/her resignation sends a written intimation to the Appointing Authority withdrawing his/her letter of resignation before its acceptance by the said authority, the resignation will be deemed to have been automatically withdrawn. If, however, the request for withdrawal of resignation is to be refused, the grounds for the rejection of the request shall be duly recorded by the Appointing Authority and suitably intimated to the employee concerned.
- (d) As a mandatory measure prior vigilance clearance shall be taken before a decision is taken by the Appointing Authority on the request of resignation.

### 3. Disciplinary Action Suspension: The Director may place a member of the staff appointed at the Institute under suspension.

- (a) Where a disciplinary proceeding against him contemplated or is pending; or
- (b) Where a case in respect of any criminal offence is under investigation or trial.
- (c) During the period of suspension, the member of the staff shall be entitled to the payments as per the rules of Government of India in this regard.
- (d) **Disciplinary proceedings:** All disciplinary proceedings shall be conducted following the Rules and Orders of the Government of India.
- (e) **Penalties:** The following penalties may, for good and sufficient reasons and as hereinafter provided, be imposed on any member of the staff
- i. Censure;
  - ii. Withholding of increment(s) or promotion;

- iii. Recovery from the whole or part of any pecuniary loss caused to the institute by negligence or breach of orders,

(f) **Imposition of penalty:**

An order imposing on any member of the staff any of the penalties specified at point No. 3.3 above shall be passed by the Appointing Authority after the member of the staff concerned has been given an opportunity to make a representation to the Appointing Authority.

#### 4. Power to Terminate the Services of Employees

- (a) The services of a temporary member of the staff may be terminated by the Appointing Authority without any cause being assigned, by a notice of one month, given in writing, or forthwith on payment to him/her of pay and allowances drawn at that time in lieu thereof in the case of temporary employees, for the period by which such notice falls short of one month.
- (b) Without prejudice to the provisions hereinabove, the services of a temporary employee shall be terminable:
  - during the period of probation following the first appointment at the Institute, at any time, without notice; or
  - if the appointment is for a specified period on the expiry of such period; or
  - if the appointment is made against a temporary post, on the abolition of the post or on the expiry of the period for which the post was created.
- (c) The services of a permanent employee may be terminated at any time by the Appointing Authority, by giving a notice of three months, in writing, or on payment of pay and allowances for such period as the notice falls short of three months, or without notice on payment of three months' pay and allowances, if the post to which the employee is substantively appointed is abolished. Such cases of termination, in which the Board of Governors is not the Appointing Authority, shall be reported to the Board of Governors for information.
- (d) An employee, who is given notice of termination of service hereinabove, may be granted, during the period of notice, such earned leave as may be admissible including any accumulation of earned leave thereof and, where the leave so admissible and granted is more than three months, his/her services shall be terminated on the expiry of such leave.
- (e) Without prejudice to the provisions hereinabove, the Appointing Authority shall also have the power to terminate the services of any member of the staff of the Institute on the following grounds:
  - i. if he/she is of unsound mind or if on some other medical grounds, it is certified by a medical authority, nominated by the Board of Governors, that his/her retention in service is undesirable; or
  - ii. if he/she is declared as an un-discharged insolvent; or
  - iii. if he/she has been convicted by a court of law of any offence and sentenced in respect thereof to imprisonment for not less than six months; or
  - iv. if he/she is otherwise guilty of misconduct or of violating any clause of the Institute's code of conduct including disloyalty and indulgence in acts involving moral turpitude, or
  - v. Inefficiency or lower performance as compared to other employees functioning in a similar capacity.

Provided that no employee shall be removed from the service of the Institute under any provision hereinabove unless a resolution to that effect is passed by the Board of Governors by a majority of two-thirds of its members present and voting.

Provided further, no employee of the Institute shall be removed from the service of the Institute under any provision of this sub-clause until he/she has been given a

reasonable opportunity of showing cause against the action proposed to be taken in regards to him/her.

Provided further that when termination of the employment of such employee is for the reason specified under (a) and (b) hereinabove, he/she shall be given three months' notice in writing or paid three months' salary in lieu thereof.

- (f) The Board of Governors shall also have the power to terminate the services of any member of the staff on grounds of retrenchment or economy by giving to the person concerned six months' notice in writing or on payment of six months' salary in lieu thereof.

**(g) General Guidelines for Resignation/Relieving from the Institute**

- i. The staff member should obtain NOC from the concerned authority of IIPE before forwarding the application of resignation/relieving if he/she is accepting the offer from the other institute/organization etc. where he/she has been selected through interview procedure or NOC has been asked by the recruiting institute/organization etc. However, those who will be applying for resignation on other ground no need to obtain NOC before forwarding the application for resignation/relieving.
- ii. Technical resignation will not be accepted if his/her uninterrupted service rendered at IIPE is less than 3 years. However, a service certificate as a proof of experience at IIPE will be provided on request.
- iii. The provision of accepting Lien will be granted as per the guidelines provided in IIPE leave rules (Lien guidelines).
- iv. Relocation Allowance if utilized from IIPE, institute may ask to return the relocation amount paid, either fully or partially if the uninterrupted service rendered by the applicant at IIPE is less than three years.
- v. If a faculty member utilizes excess amount than the allotted (/permissible) amount within a year of a CPDA- block, the Institute may ask to return the excess amount utilized if the faculty member is resigning from the Institute before completion of the Block.
- vi. Any (non-consumable) item(s) purchased from the Institute Fund including CPDA fund for faculty member, documented in official stock-register, has to be returned.
- vii. However, in case where, at the time of resignation if the residual service of the faculty member is less than 5 years or in case the applicant is transferred/deputed to State Govt. or Central Govt. but with residual service of less than 5 years or the applicant leaves the Government Service within 5 years of purchase of such device, the applicant concerned will have the option of retaining the device by paying the amount after deducting the depreciation. For the purpose of calculation of the book value, a depreciation of 20% per year, on straight line method, be adopted.
- viii. Post completion of five years of usage, the applicant may retain the issued device or may donate to the institute.
- ix. However, the Director shall be the final authority in making exception of the above.