

TATA MEMORIAL CENTRE

(An aided institution under Department of Atomic Energy, Govt. of India)

Reg. No. Bom-252/88 G.B.B.S.D. dated April 22, 1988

(Under Societies Registration Act, 1860)

Reg. No. F-12499 (BOM) dated June 28, 1988

(Under Bombay Public Trust Act, 1950)

BYE LAWS

2019

FOREWORD

Tata Memorial Centre (TMC) functions as a grant-in-aid Institute under the administrative control of the Department of Atomic Energy (DAE), Government of India and recognised as the national cancer centre with a mandate for Service, Education and Research in Cancer. It is registered Under Societies Registration Act, 1860 and Bombay Public Trust Act, 1950.

The Tata Memorial Hospital was initially commissioned by the Sir Dorabji Tata Trust on 28 February 1941 as a center with enduring value and a mission for concern for the Indian people.

In 1952 the Indian Cancer Research Centre was established as a pioneer research institute for basic research - later called the Cancer Research Institute (CRI). In 1957 the Ministry of Health temporarily took over the Tata Memorial Hospital. The transfer of the administrative control of the Tata Memorial Centre (Tata Memorial Hospital and Cancer Research Institute) to the Department of Atomic Energy in 1962 was the next major milestone. The TMH and CRI merged as the two arms of the Tata Memorial Centre (TMC) in 1966.

In 2002, the Advanced Centre for Treatment, Research and Education in Cancer (ACTREC) at Kharghar, Navi Mumbai was commissioned in the new campus in Kharghar with the relocation of the Cancer Research Institute. The clinical research centre was subsequently inaugurated in 2005 completing the project ACTREC.

Tata Memorial Centre (TMC) with benevolence of the Department of Atomic Energy (DAE), Govt. of India continued to set up cancer hospitals in Tier I, II and III cities successfully across India. These hospitals included: Centre for Cancer Epidemiology (CCE) in Navi Mumbai, Maharashtra; Homi Bhabha Cancer Hospital & Research Centre (HBCHRC) in Visakhapatnam, Andhra Pradesh; Homi Bhabha Cancer Hospital & Research Centre (HBCHRC) in Mullanpur and Homi Bhabha Cancer Hospital (HBCH) in Sangrur, Punjab; Mahamana Pandit Madan Mohan Malaviya Cancer Centre (MPMMCC) in Varanasi and Homi Bhabha Cancer Hospital (HBCH) in Varanasi, Uttar Pradesh; Dr. B. Borooah Cancer Institute (BBCI) in Guwahati, Assam and the tenth cancer hospital is under construction at Muzaffarpur in Bihar.

The employees of the TMC are governed by the pay scale, allowances, pension, travelling allowances and other general conditions of service except to the extent specified otherwise and as prescribed by the TMC Governing Council whenever on the pattern of the service conditions of the employees of corresponding status in the Dept. of Atomic Energy. All the labour staff appointed before 01.01.2001 are governed by pay, allowances, pension, etc. prescribed by TMC Governing Council from time to time on the pattern on **Bombay Municipal Corporation.**

The rules and orders on appointments, probation, seniority, promotion, confidential reports and allied matters are also modeled on the pattern of general orders applicable to the Dept. of Atomic Energy.

This document is the constituted bye laws as approved by the TMC Governing Council. These bye laws read in conjunction with relevant rules applicable to comparable DAE staff **(other than labour) and rules applicable to labour staff of BMC hospitals would give a comprehensive view of applicable service conditions.**

The final decision on the extent of applicability of these rules to all TMC employees rest with the TMC Governing Council. Their decision on the interpretation of any of these rules adopted for TMC employees will be final.



(R. A. Badwe)
Director, TMC

November 27, 2019

THE GOVERNING COUNCIL

Dr. Kamlesh Nilkanth Vyas Chairman, Atomic Energy Commission & Secretary, Department of Atomic Energy, Government of India.	Chairman
Dr. N. K. Ganguly Former Director General, Indian Council of Medical Research	Member
Mr. Jayant Kumar Banthia Ex-Chief Secretary, Government of Maharashtra.	Member
Mr. Vijay Singh, Vice Chairman, Sir Dorabji Tata Trust	Member
Mr. Lakshman Sethuraman Head, Support Services, Sir Dorabji Tata Trust	Member
Mr. Sanjay Kumar Joint Secretary (Admin & Accounts), Department of Atomic Energy, Government of India.	Member, Ex- officio
Dr. R. A. Badwe Director, Tata Memorial Centre, Mumbai.	Member, Ex- officio
Mrs. Richa Bagla Joint Secretary (Finance), Department of Atomic Energy, Government of India.	Co-opted Member
Dr. Snehalata Deshmukh Ex-Vice Chancellor, University of Mumbai	Co-opted Member
Dr. C. S. Pramesh Director, Tata Memorial Hospital, Mumbai	Permanent Invitee

Dr. S. D. Banavali
Director (Academics),
Tata Memorial Centre, Mumbai.

**Permanent
Invitee**

Dr. Sudeep Gupta
Director, Advanced Centre for Treatment,
Research & Education in Cancer (ACTREC),
Kharghar, Navi Mumbai.

**Permanent
Invitee**

Mr. Sanjeev Sood
Director, Admin. (Projects),
Tata Memorial Centre, Mumbai

**Permanent
Invitee**

Dr. D. Raghunadharao
Director, Homi Bhabha Cancer Hospital &
Research Centre (HBCHRC),
Aganampudi, Visakhapatnam, Andhra Pradesh

**Permanent
Invitee**

Dr. Amal Ch. Katak
Director, Dr. B. Borooah Cancer Institute (BBCI),
Guwahati, Assam

**Permanent
Invitee**

Dr. Satyajit Pradhan
Director, Mahamana Pandit Madan Mohan Malviya Cancer
Centre,
Varanasi, Uttar Pradesh.

**Permanent
Invitee**

Mr. A. N. Sathe
Chief Administrative Officer, Tata Memorial Centre, Mumbai

Secretary

BYE LAWS

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I. GENERAL

1. Short Title and Commencement

- a) These Bye-Laws and statutes may be called “Bye-Laws of the Tata Memorial Centre (hereinafter referred to as “Centre”). These shall come into effect from the 27th day of Nov., 2019.
- b) These Bye-Laws may be read in conjunction with the Rules and Regulations of the Centre.

1.1 Name and Address of the Centre

The name of the aided institute shall be “Tata Memorial Centre” here in after referred to as “Centre”. The registered office of the Centre shall be at Dr. Ernest Borges Marg, Parel, Mumbai 400012.

1.2 Definitions and interpretation

In these Bye-laws, the following words and abbreviations shall have the meanings given against them, unless the context signifies otherwise:

- (a) “Act” means the Atomic Energy Act, 1962
- (b) “Administrative Department” means Department of Atomic Energy, Government of India.
- (c) “Advisory Council” means the Governing Council of the Centre so appointed by the Department of Atomic Energy (DAE), Government of India.
- (d) “Authorities”, Officers and Academicians / Professors” respectively means authorities, officers and academicians / Professors of the Centre.
- (e) “Finance Committee” or “Standing Finance Committee” means the Finance Committee of the Centre.
- (f) “Building and Works Committee” means Building and Works Committee of the Centre.

- (g) "Bye-Laws" means Bye-Laws of the Centre.
- (h) "Governing Council" means the Governing Council of the Centre.
- (i) "Chairman" means the Chairman of the Governing Council.
- (j) "Central Government / Government" means the Government of India represented by the Department of Atomic Energy.
- (k) "Competent Authority" means the authority indicated for various purposes in these Rules or any other Rules applicable or in force in the Centre or any such orders of the Government / DAE issued for its Autonomous Bodies / Institutes.
- (l) "Commission" means Atomic Energy Commission.
- (m) "Co-Chairman" means the Co-Chairman of the Governing Council.
- (n) "Department" means Department of Atomic Energy, Government of India hereinafter referred to as "DAE".
- (o) "Director" means the Director of the Centre.
- (p) "Finance Advisor" means the Internal Financial Advisor or Financial Advisor or Finance Officer or Joint Controller of Finance & Accounts, as the case may be.
- (q) "GC" means Governing Council
- (r) "Centre" means the respective Centre registered under the relevant Act.
- (s) "CAO" means Chief Administrative Officer of the Centre.
- (t) "State Government" means the State Government where Centre / Registered office is situated.
- (u) "Trust" means the Sir Dorabji Tata Trust

- (v) “Trustees” means the Trustees of the Sir Dorabji Tata Trust constituted under a Deed of Charity Trust executed by the late Sir Dorabji Tata dated the Eleventh Day of March One Thousand Nine Hundred and Thirty Two.
- (w) “Holding Trustees” shall mean two nominees of the Government of India and two nominees of the Sir Dorabji Tata Trust as may be nominated by them for the time being.
- (x) “Existing immovable properties” means and includes all the immovable property referred to in the decree passed on the 22nd Day of March 1957 in Civil Suit No. 568 of 1957 in the Bombay City Civil Court.
- (y) “Research Centre Agreement” means the agreement dated the Seventh Day of October One Thousand Nine Hundred Fifty Three between the President of India and the Trustees of the Sir Dorabji Tata Trust.
- (z) “Hospital Agreement” means the agreement dated the Fourth Day of February One Thousand Nine Hundred Fifty Seven between the President of India and the Trustees of the Sir Dorabji Tata Trust.

1.3 Aims and Objectives

The Aims and Objectives of the Centre shall be:

To provide comprehensive cancer care to one and all through our motto of excellence in Service, Education and Research.

1.4 Vesting of the Property of the Centre

- (a) All buildings, lands, machinery, equipment, plants and instruments (whether laboratory workshop or otherwise), books and journals, furniture, furnishings and fixtures belong to the Department of Atomic Energy.
- (b) All properties, funds or assets as are gifted by the Sir Dorabji Tata Trust, by the Central Government or any other Government or gifted or bequeathed by any other person, to the Tata Memorial Centre,

shall subject to the Rules and Bye-laws vest in the Governing Council of the Centre.

- (c) All lands gifted or donated as aforesaid and all buildings constructed by or constructed with the funds donated or gifted by any Trust for the Centre, shall revert to and belong to that Trust, if such land or building ceases to be held or used by or for the objects and purposes of the Centre aforesaid.
- (d) If Tata Memorial Centre aforesaid wound up, the Sir Dorabji Tata Trust shall have the power, with the consent of the grantor or donor, to employ all immovable properties which can be clearly demarcated as having been so gifted or donated or constructed by the government or any other body or individual, whose consent is taken to the Tata Memorial Centre for such charitable or educational purposes as the grantor or donor and the Sir Dorabji Tata Trust might agree to. The power in this rule would be exercisable only with the consent aforesaid.

II. CONSTITUTION OF GOVERNING COUNCIL, ITS MEETINGS & PROCEDURE

2. Governing Council

Subject to the Rules and Bye-laws, the administration, management and direction of the affairs of the Centre shall vest in Governing Council, hereafter called "THE COUNCIL". The Department of Atomic Energy shall constitute the Governing Council.

2.1 The composition of the Governing Council shall be as under:

- (a) Four members appointed by the Government of India
- (b) Three members appointed by the Trustees of the Sir Dorabji Tata Trust
- (c) The Director of the Centre (Ex-officio)

PROVIDED that, to represent other interests, not more than two additional members may be co-opted by the Council, for such periods as the Council may decide with the concurrence of the Government of India and the Trustees of the Sir Dorabji Tata Trust.

2.2 An appointing authority shall have the right by notice in writing to the Council to terminate the appointment of any member appointed by it.

2.3 Secretary, DAE shall be ex-officio Chairman of the Council.

2.4 The Governing Council shall be a permanent body. However, the Members of the Council shall hold the office for 3 years. They are eligible for re-nomination for another term i.e. one member can be allowed maximum of two terms (except Trustees and ex-officio member). The tenure of the Members shall be co-terminus with the service in their organization.

2.5 Meeting of the Governing Council

The meetings of the Council shall be convened not less than twice a year by the Director at a date and time as may be fixed by him in consultation with the Chairman. For the purpose of this rule, each year shall be deemed to commence on the first day of January and terminate on the 31st day of December of the same year i.e. calendar year. The meetings of the Council

shall be held at the Centre Headquarter unless the Chairman otherwise directs.

2.6 A special meeting may be convened at any other time by the Chairman, either on his own initiative or at the request of not less than four members of the Council.

2.7 Notice of the Meeting

For any meeting of the Council, at least fifteen days' notice shall be given to the members. Non-receipt of the notice of any meeting of the Council by any member shall not, however, invalidate the proceedings of the meeting.

A notice indicating the date, time and place of every meeting shall be sent by the Secretary of the Council in writing to the Members. The Chairman may call a special meeting of the Council at a short notice to consider urgent special issues.

The notices may be delivered either by hand or sent by registered post / speed post at the address of each member as recorded in the records of the office of the Council or by e-mail and if so sent shall be deemed to be duly delivered at the time at which notice would be delivered in the ordinary course of post.

Agenda shall be circulated by the Secretary of the Council at least 10 days before the meeting.

Notices of motions or inclusion of any item on the agenda must reach Secretary of the Council at least one week before the meeting. The Chairman may permit inclusion of any item for which due notice was not served.

2.8 Chairman of the Meeting

The Chairman of the Council shall preside all meetings of the Council. In the absence of the Chairman, the members present shall elect one from among themselves to preside the meeting or the nominee of the Chairman for the particular meeting and he shall exercise all the rights and privileges of the Chairman for that meeting.

2.9 Quorum and Procedure

Five members including the Chairman, shall constitute a quorum at any meeting of the Council.

All matters considered at the meeting of the Council shall be decided by mutual consent of all Members. In case of difference of opinion among the members, the opinion of the majority shall prevail.

Each member of the Council, including the Chairman, shall have one vote, and if there be a tie on any question to be determined by the council, the Chairman shall, in addition, have and exercise a casting vote.

The decision of the Chairman shall be final with regard to all questions regarding the procedure for the conduct of the meeting.

If a Member of the Council (except official / representative of DAE, State Government and nominees of the Trustees, if any) fails to attend three consecutive meetings without leave of absence from the Council, he / she shall cease to be a member of the Council.

If Joint Secretary of the Department dealing with the Centre or Joint Secretary (F) is unable to attend the meeting, they may be represented by their representative(s) / nominee(s) who should not be below the rank of Director / Dy. Secretary. In this case, the representative / nominee shall have full authorization and shall be treated as deemed Members for the particular Council meeting and shall be a part of the quorum.

As per the Department of Expenditure, Ministry of Finance (MoF), Govt. of India OM No. F.No.8(4)E-Coord./84 dated 15th October, 1984 duly endorsed by DAE letter No. JS(F)/DAE/IV/14/25/63 dated June 2, 2016 following restrictions shall be applicable:

- (a) Proposal relating to employment structure i.e. adoption of pay scales, allowances and revision thereof and creation of posts would need the prior approval of Govt. of India.
- (b) In the event of disagreement between representative of the Finance and the Chairman of the Governing Council of the Aided Institution on the financial matter beyond the delegated power of the Ministry /

Department of Govt. of India, the matter may be referred to the Administrative Ministry for taking a decision after following the due procedure.

2.10 Adjourned Meeting

If there is no quorum at the expiry of fifteen minutes after the time fixed for a meeting, the meeting shall be adjourned to such a date and time as the Chairman may fix. However, if a meeting is adjourned for want of quorum after fifteen minutes, it may be held on the same day after a gap of 30 minutes as the Chairman may determine. No quorum shall be necessary for a meeting adjourned for want of a quorum.

2.11 Minutes of the Meeting

The Chief Administrative Officer who will act as the Member Secretary shall keep the minutes of the meeting of the Council and send a copy of the minutes of every such meeting to the members as early as possible.

The minutes along with the amendments, if any, shall be placed for confirmation at the next meeting of the Council. After the Minutes are confirmed and signed by the Chairman, they shall be recorded in the Minutes book, which shall be kept open for inspection of the members of the Council at all times.

2.12 Business by Circulation

Any business of the Centre to be performed by the Council, except such as may be placed before the meetings of the Council, may be carried out by circulation among all its members and any resolution, so circulated and approved by a majority of the members who have signified their approval or disapproval of such resolution, shall be as effective and binding as if such resolution had been passed at a meeting of the Council. The resolution as approved by the Governing Council should be reported at the next meeting of the Governing Council for information and ratification.

2.13 When a vacancy occurs in the office of a member of the Council, other than Director, through death, resignation or any other reason, such vacancy shall be filled by the authority which appointed such a member. The

member so nominated to fill such a casual vacancy, shall hold office for the remainder of the term of the member in whose place he has been nominated. No action or resolution of the Council shall be invalid by reason of any vacancy in the membership of the Council or defect in the appointment of a person acting as a Member.

2.14 Committees of the Council

The Council may appoint Committees from amongst its own members or the staff of the Centre or outside experts or amongst these persons and may assign to such Committees such powers and duties as are in accordance with the Bye-Laws and rules / sub-rules.

2.15 Authentication of Orders and decision of the Council

All the orders and decisions of the Council shall be authenticated by the signature of the Chief Administrative Officer or any other person authorized by the Council, on its behalf.

2.16 Disqualification

A Member of the Council including the Chairman shall be disqualified to be a Member only on the ground of:

- (a) Mental Infirmary
- (b) Convicted by a Court of Law
- (c) Insolvency
- (d) Resignation
- (e) Retirement
- (f) Death

III. POWERS OF THE COUNCIL & OTHER OFFICIALS

3.1 General Powers of the Council

Subject to various orders issued by the Government of India / Department, administration and management of the Centre shall be under the supervision of the Council. The Council shall have the power to:

- i. Exercise the Financial powers as indicated in the Schedule to this Bye Laws.
- ii. Make Rules / Sub-Rules specific to mandate of the Centre and decide the duties of Director and other employees of the Centre.
- iii. Frame and revise rules for the governance of the Centre.
- iv. Approve the Annual Report and Annual Audited statement of Accounts within six months of the end of each financial year.
- v. Frame rules related to establishment, pay, pension, disciplinary proceedings, etc. for the employees of the Centre.
- vi. Decide the intake of the number of students / fellows commensurate with the mandate of the Centre.
- vii. Consider the recommendations of such Advisory / Expert Committee and acceptance or otherwise of such recommendations.
- viii. Promote mandate of the Centre which include research within the Centre and decide the date of commencement and duration of the session of the Centre.
- ix. Make recommendations to the Department about the creation / up gradation of the post as powers for creation / up gradation of the post rest with Government / Department. However, creation of posts to accommodate promotion of scientific / technical / Faculties or other personal promotion can be approved by the Council.
- x. Frame recruitment Rules, Promotion Policy, Pay structure and cadre structure below the level of the Director of the Centre, Appointment of Director or Chief Executive Officer of the Centre shall be made by

the Council with the approval of the Appointment Committee of the Cabinet (ACC) as per the guidelines issued by the Government / ACC, if the pay of the Director or Chief Executive Officer is equivalent or above of Joint Secretary of the Government of India.

- xi. The Council shall be competent to conduct Cadre Review of the Administrative and Auxiliary personnel of the Centre and approve the same for implementation. Any creation of posts, pay of which is equivalent or more of Joint Secretary of the Government, arising out of such cadre review will be referred to the Department for approval after following necessary procedures.
- xii. Consider all cases of promotion and grant promotion to all employees as per the promotion policy of the Centre subject to following the relevant procedures / norms.
- xiii. Execution of contracts and other instruments on behalf of the Centre conduct and defense of legal proceedings and the manner of signing pleading. The Council may re-delegate these powers to such other officers as considered necessary.
- xiv. Making such rules as might be necessary for the fulfilling the objectives of the Centre and under any rule of the Centre.
- xv. Appointment of members to the Finance / Standing Committee.
- xvi. Appointment of Statutory Auditors and fixing the remuneration.
- xvii. Delegate its powers to the Director and other Administrative Heads in the Centre.

3.2 Superannuation

All members of the medical, scientific, technical and administrative staff, save as otherwise expressly provided, shall after completion of the probationary period be confirmed in their appointments. They shall be continued in service upto the date of their superannuation which shall be the day of their attaining 60 years of age. The retirement will be effective from the afternoon of the last day of the month in which he / she attains

the age of 60 years. However, employees, whose date of birth is the first of a month shall retire from service on the afternoon of the last day of the preceding month on attaining the age of sixty years.

3.3 Service Extension

To grant extension of services to Scientific / Academic officials / Medical (wherever applicable) with proven expertise subject to the following conditions:

- a) The extension of service cannot be considered as a matter of routine. 25% of the officers retiring during the period under consideration can be considered.
- b) The cases can only be considered initially for a period of two years and after review for another term of two years.
- c) In no case, the extension of service shall be considered beyond age of 64 years, in exceptional cases, the proposal shall be submitted to the department for consideration.
- d) All the cases of extension of services shall be considered by the Governing Council. The Council shall consist of at least one member from outside the sponsoring Centre.

Note: While making the above regulations i.e. clause **3.1, 3.2 and 3.3**, it shall be ensured that provisions mentioned above in the bye-laws are not violated i.e. these supplementary rules should not be in contradiction to the provisions of Bye-Laws or Government's/ Department's directives.

3.4 Appointing Authorities

- 1) The Council shall be the Appointing Authority in the cases of appointments to the posts having Grade Pay (or equivalent) of Rs. 8900/- and above [Pay matrix Level 13A & above as per 7th CPC].
- 2) The Director, TMC shall be the appointing authority for the appointments of posts equivalent to Grade Pay 4200 to 8700/- [Pay matrix Level 6 to 13 as per 7th CPC] and all posts equivalent to Group "B" posts.

- 3) Chief Administrative Officer shall be the appointing authority for the posts below GP 4200 [Pay matrix Level 1 to 5 as per 7th CPC].
- 4) The promotion to the members in a particular pay scale shall be approved by the same authority which is the appointing authority for that pay scale.

3.5 Disciplinary Authority

- 1) The Governing Council can initiate disciplinary action against its employees for which the Council is appointing Authority. No appeal lies against the orders of the Governing Council. Representations submitted by the concerned for reconsideration of the penalties can be considered by the Governing Council.
- 2) Director of the Centre shall be disciplinary authority for those employees for which he is appointing authority. The Council shall be the Appellate, Revision and Reviewing Authority in all such cases.
- 3) Chief Administrative Officer of the Centre shall be disciplinary authority for those employees for which he is appointing authority. The Director of the Centre shall be Appellate Authority and Council shall be the Revisionary and Reviewing Authority in all such cases.

3.6 Specific Powers of the Authorities

1) Chairman

- I. The Chairman of the Council shall have the power to fix the initial pay (by granting a maximum of 5 increments) of an incumbent at a stage higher than the minimum of the scale on the recommendation of the Selection Committee, in respect of posts to which appointments can be made by the Council.
- II. The Chairman shall have the power to send Employees / Students / Fellows of the Centre for training or a course of instructions outside India subject to the terms and conditions as may be laid by the Council from time to time.

III. In emergent circumstances and in the interest of the Centre, the Chairman may exercise the power of the Council and will inform of the action taken by him / her for its approval.

2) Director, TMC

The Director, TMC is Head of the Institution and can exercise the powers of the Head of the Department under FR&SRs, General Financial Rules, TA Rules, LTC Rules, Provident Fund (both Contributory and General) Rules, exercise of Financial Rules, etc.

- I. It shall be the duty of the Director to carry on the work of the Centre under the control of the Council in accordance with the Bye-Laws and Rules / Sub-rules for the administration and the management of the Centre. In case of an emergency, he may take such action as may be necessary and report it to the Council.
- II. Recruitment and Promotion of personnel's in respect of those posts of which he is an appointment authority.
- III. The Director shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale but not more than five increments in respect of posts of which appointment can be made by him. This should be as per the norms of GOI / DAE.
- IV. The Director shall have the power to engage Project Staff / Project Assistants / Technicians and other manpower including consultants as and when required on need basis subject to the payment of minimum wages and such engagement shall not be more than the project completion period. The norms of the Government / DAE (if any) shall be followed.
- V. The Director shall have the power to depute employees of the Centre for training or for a course of instructions inside India and abroad subject to such terms and conditions as may be laid down by the Council.

- VI. The director shall have the power to possess a building on hire or leasing out its building.
- VII. The Director shall have the power to sanction remission or reduction of rent for buildings rendered wholly or partially unsuitable.
- VIII. The Director shall have the powers of “Estate Officer” in relation to the office and residential buildings of the Centre.
- IX. During the absence of Chief Administrative Officer not exceeding a period of one month, the Director shall take over or assign the responsibility to any other employee of the Centre any functions of Chief Administrative Officer as he / she deemed fit. Provided that if any time the temporary absence of the Chief Administrative Officer exceeds one month, the Council may, if thinks fit authorize the Director to take charge or assign the function of Chief Administrative Officer as aforesaid, for a period exceeding one month.
- X. The Director may during absence from headquarters authorize one of the Directors of the Unit of Centre, who shall be below the age of superannuation, to execute the current duties of the post of the Director, TMC.
- XI. The Director may, with the approval of the Council delegate any of his / her powers, responsibilities and authorities vested in him / her to one or more members of medical / scientific or administrative staff of the Centre.
- XII. Director shall be responsible for implementing the rules relating to reservation in service to SC/ST/OBC and persons with disabilities.
- XIII. Subject to the Rules and Bye-laws, the Director, TMC may issue Standing Orders from time to time with the knowledge of the Council for the guidance of the staff on any matter connected with the work of the Centre. Such Standing Orders may, inter-alia, lay down the procedures to be followed and any other general or specific instructions.

- XIV. Take decisions as to the implementation or otherwise of the Court judgments related to the staff.
- XV. Director can engage Legal Counsel(s) / Advocates / Lawyers to defend the cases and pay the fees.
- XVI. All expenditure within the budget grant shall be approved and sanctioned by the Director, TMC through Directors of the units of TMC or a member of the staff to whom the powers have been delegated by the Directors. The Director, TMC shall have the power to re-appropriate expenditure under different budget heads upto 20% subject to following Conditions:
- i) Re-appropriation to augment the provision under the head "Salaries, Allowances and Provident Fund Contributions" shall require the prior consent of the Council.
 - ii) No appropriations shall be made from the head of Capital Expenditure to the head of Revenue Expenditure.
 - iii) Re-appropriation within the heads of Capital Expenditure to cover expenditure on a new project not included in the budget shall require the prior consent of the Council.
- XVII. The Director, TMC shall exercise general supervision and control over the program of clinical work and the research projects of the centre.
- XVIII. The Director, TMC shall submit the annual report of the Centre to the Council each year as soon as possible after the close of the year.

3) DIRECTORS OF UNITS:

It shall be the duty of the Directors of Units to carry out the work of the Hospital under the overall direction of the Director, TMC and in accordance with the powers delegated to him / her for the proper and efficient management of the Units concerned. In case of any

emergency, the Directors of the Units, shall have the authority to take any suitable action and report it later to the Director, TMC.

4) Duties of the Deputy Directors:

The Deputy Directors shall discharge such duties and functions of the Director, TMC, Directors of Units as may be assigned to him / her by the respective Directors.

5) Chief Administrative Officer

- I. By definition Chief Administrative Officer is the custodian of the Centre Seal and Estate.
- II. The Chief Administrative Officer shall act as Member Secretary to the Council.
- III. The Chief Administrative Officer shall work under the general control of the Director, TMC. In all matters concerning the Centre he shall act under the general control and orders of the Director, TMC.
- IV. The Chief Administrative Officer shall be in charge of correspondence relating to the Centre subject to the instructions of the Director, TMC.
- V. The Chief Administrative Officer will be in charge of the administrative / non- academic staff and the general maintenance staff of the Centre.
- VI. The Chief Administrative Officer will look after the maintenance and upkeepment of the premises.
- VII. The Chief Administrative Officer will represent the Centre in all legal matters before the Courts / Tribunals etc. and sign the documents with the approval of Director, TMC.
- VIII. The Chief Administrative Officer will exercise such powers as may be delegated to him by the Director, TMC.

- IX. The Chief Administrative Officer shall prepare the Annual Budget Estimates for the Director, TMC for submission to the Council.

3.7. Delegation of powers:

- 3.7.1 The delegation of powers and duties by the Council to the Director, TMC shall be by a resolution adopted at a meeting or approved by a majority of members by circulation.
- 3.7.2 The delegation of powers and duties by the Director, TMC to the Directors of respective centres of TMC, Director Admin and Chief Admin Officer shall be by an order approved by the council.

IV. STAFF, ITS CATEGORIES & APPOINTMENTS

4.1 Classification of the Members of the Staff of the Centre:

The Council shall have the authority to create any post or posts as it may deem necessary, subject to the availability of funds. It may delegate any of its powers in this behalf to the Director, TMC and other officers of the Centre.

Except in the case of employees paid from contingencies and project staff, the members of the staff of the Centre shall be classified as:

- a) Medical: Director, TMC / Director, TMH / Director, ACTREC / Director (Academic) / Director, CCE / Medical Officer 'H' / Medical Officer 'G' / Medical Officer 'F' / Medical Officer 'E' / Medical Officer 'D' / Staff Physician
- b) Scientific: Scientific Officer 'H' / Scientific Officer 'G' / Scientific Officer 'F' / Scientific Officer 'E' / Scientific Officer 'D' / Scientific Officer 'C' / Scientific Officer 'SB' / Medical Physicist 'E' / Medical Physicist 'D' / Asst. Medical Physicist 'C' / Engineer 'H' / Engineer 'G' / Engineer 'F' / Engineer 'E' / Engineer 'D' / Engineer 'C' / Engineer 'SB'
- c) Technical: O/IC Medical Social Services / Scientific Assistant 'F' / House Keeper / Medical Record Officer / Technical Officer 'F' / Medical Social Worker / Technical Officer 'E' / Scientific Assistant E / Technical Officer C / Officer In Charge Dispensary / Technical Officer 'SB' / Dietician / Foreman 'B' / Scientific Assistant 'D' / Sub Officer 'C' / Asst. Medical Social Worker / Supervisor (Civil / Electrical / Mechanical) / Senior Technician 'H' / Technician 'G' / Technician 'E' / Technician 'D' / I.V. Technician 'F' / I.V. Technician 'E' / Draughtsman / Pharmacist / Kitchen Supervisor / Food Supervisor / Clinical Psychologist / Social Investigator / Dietician / Fireman 'C' / Technician 'C' / Technician 'A' / Security Assistant and such other technical posts as may be decided by the Council. In case of any doubt about classification of a post as Technical, the decision of Director shall be final.
- d) Nursing: Prof. & Nursing Superintendent / Dy. Nursing Superintendent / Prof. Cum Principal / Prof. Cum Vice Principal /

Tutor / Assistant Nursing Superintendent / Sister In Charge / Theater Supervisor / Nurse 'E' / Nurse 'D' / Nurse 'C' / Nurse 'B' / Nurse 'A'

- e)** Administrative: Director, Admin / Financial Adviser / Chief Admin. Officer, TMC / Jt. Controller (F&A), TMC / Sr. Admn. Officer / H.R.D. Officer / Administrative Officer / Purchase Officer / Stores Officer / Personnel Officer (HRD) / Dy. Admin. Officer / Accounts Officer II / Jr. Admn. Officer / Jr. Purchase Officer / Asst. Admn. Officer / Asst. Accounts Officer / Asst. Purchase Officer / Asst. Stores Officer / Assistants / Stenographers / Upper Division Clerk / Lower Division Clerk
- f)** Auxiliary: Sr. Public Relation Officer / Chief Security Officer / Chief Security Officer (GR-II) / Dy. Chief Security Officer / Jr. Public Relation Officer / Public Relation Officer / Security Officer / Sr. Security Officer / Catering Manager / Linen & Laundry Manager / Laundry Supervisor / Officer in Charge Telephone / Warden / Telephone Operator / Drivers / Security Guards / Attendants
- g)** Labor: Ayah, Ayah Mukadam, Barber, Butler, Cleaner, Havildar, Head Jamadar (Security), Head Liftman, Helper, Kitchen Servant, Lab Boy, Mukadam, Mukadam Cleaner, Naik, Peon, Post Mortem Boy, Sweeper, Ward Boy
- h)** In addition, the employees of the Centre shall be classified into the following:
- I. Post carrying a Grade Pay (or equivalent) of Rs. 5400 (PB3), Pay Matrix Level 10 and above are classified and equated Group "A" posts of Government of India Service.
 - II. Post carrying a Grade Pay (or equivalent) of Rs. 4200- Rs. 5400 (PB2), Pay Matrix Level 6 to Level 9 are classified and equated Group "B" posts of Government of India Service.
 - III. Post carrying a Grade Pay less than Rs. 4200, Pay Matrix Level 5 are classified and equated Group "C" posts of Government of India Service.

(the above classification shall be treated as amended, as and when amended by Government of India)

4.2 Appointments & Promotions:

- A. All posts shall be filled as per the approved recruitment and promotion rules of the Centre. All posts at the entry level shall normally be filled by advertisements. But in exceptional cases, the Council shall have the power to decide on the recommendations of the Director that a particular post be filled by invitation or by promotion from amongst the members of the staff of the Centre.
- B. While making appointments, the Centre shall make necessary provisions for the reservation of posts in favor of SC/ST/OBC and persons with Disabilities in accordance with the decision of the Council.
- C. Where a post is to be filled on contract basis or by invitation, the Chairman may at his discretion, constitute such ad-hoc Selection Committee, as circumstances of each case may require.
- D. Where a post is to be filled by promotion amongst the members of the Centre or temporarily for a period of not exceeding 12 months, the Council shall lay down the procedure to be followed.
- E. Notwithstanding anything contained in these bye-laws, the Council has the power to make appointments of persons trained under “approved” programs in such a manner as it may deem appropriate.
- F. The Council can frame rules and procedures in line with the regulations of Government for the appointment of Overseas Citizens of India (OCI) in the Centre.
- G. Unless otherwise provided under the Bye-Laws, a selection committee constituted under these laws will be eligible to exercise its functions in relation to that post until the time appointment is made.
- H. All appointments made / promotions given shall be reported to the Council in its next meeting.

4.3 Agreement: Every employee of the Centre shall accept in writing the terms and conditions of his / her appointment before joining the Centre and again before taking up each subsequent appointment.

4.4 Physical Fitness: Each employee shall produce a certificate of physical fitness from a medical officer nominated by the Director before appointment and may at any time be required to submit to such medical examination as the Director may decide, during the course of his service.

4.5 Probation: Save as otherwise expressly provided, each employee on appointment shall be put on probation for a period of one year. The appointing authority may extend, reduce or waive the period of probation for special reasons, provided that it may not be extended for more than a total of two years. On satisfactory completion of probationary period every employee will be informed in writing about the closing of the probationary period. In the absence of such written communication he shall be deemed to have been continued on probation. During the period of probation, the service of an employee may be terminated by the appointing authority without assigning any reason or without notice unless otherwise provided in the letter of appointment.

4.6 Appointment of the Director, TMC / Head of the Institution

- 1) The process of appointment shall be as per the directive of DAE. The Search Committee shall be formed by DAE on the request of the Governing Council. The recommendation of the Search Committee shall be placed before the Governing Council for consideration and approval.
- 2) Appointment of the Director, TMC shall normally be for a period not exceeding 5 years at a time. His salary and allowances and other conditions of service shall be fixed by the Council as per the norms provided by the Department.
- 3) He or she shall be eligible for re-employment for further term(s) of five years at the discretion of the Council with the concurrence of the Department of Atomic Energy provided that no reason shall hold office of the Director, TMC after he or she has attained the age of 65 years.

- 4) Appointment of the Director, TMC and extension of tenure as Director shall be approved by the Appointment Committee of Cabinet (ACC). Acceptance of resignation of Director, TMC or early relief of the Director, TMC shall be referred to the Administrative Ministry for further necessary action.

4.7 Officiating Director / Acting Director

- 1) Notwithstanding anything contained in clause 4.6, the Chairman may appoint a person to officiate as Director i.e. Officiating Director, in the absence (more than 30 days in single stretch) of the Director appointed under clause 4.6. It shall be reported to Council in the next meeting. He shall attend day-to-day affairs and shall not use the statutory powers of the regular Director.
- 2) The Council may also make a temporary appointment of Director i.e. Acting Director in the vacancy of the office of the Director with the approval of ACC. Every appointment under this clause shall be for a period not exceeding one year at a time with the concurrence of the DAE.

4.8 Appointment of Director / Dy. Director of various Units under TMC

The Council may appoint Directors / Dy. Directors of Units for periods not exceeding 5 years at a time. Their emoluments, allowances and other conditions of service shall be fixed by the Council in each case.

4.9 Appointment of Director, Admin / Chief Administrative Officer / Internal Financial Advisor / Finance Officer

The appointment of the Director, Admin / Chief Administrative Officer / Internal Financial Advisor / Finance Officer irrespective of the scale shall be made by the Council on the recommendation of the Director, TMC.

4.10 Appointment of Head of Dept.

The appointment of Head of Dept. shall be made by the Director, TMC for a period of 4 years.

4.11 Appointment of Officer-In-Charge / Head of Unit within a Department or Facility

The appointment of Officer-in-Charge / Head of Unit within a Department or Facility shall be made by the Director, TMC for a period of 4 years.

4.12 The Council may on the recommendations of the Director, TMC create ex-cadre posts for appointing persons with special qualifications, training or experience and determine the remuneration to be paid to the incumbents and other conditions of service.

4.13 The council may, on the recommendations of the Director, TMC, create honorary posts and determine the honorarium and other service conditions applicable to such posts.

4.14 Upon the recommendations and justification of the Director, TMC, the council may also make specific contract appointments for a period of upto 3 years.

4.15 The council may also offer re-employment after superannuation only in exceptional and deserving cases on the recommendation of the Director, TMC.

As per the standing orders issued by the Director, TMC, Details of all vacancies will be advertised in the newspapers on All India basis and / or notified to the employment exchanges and 'Employment News'. Short term vacancies may, however, be filled up on an ad-hoc basis for a specified period through internal notifications on the notice board of the Centre.

In exceptional cases where locum arrangements are to be made urgently to avoid any dislocation of work. Such appointments may be made only against short term vacancies not exceeding 90 days.

Such appointees will not have any claim for regular appointment but they may be considered along with other candidates from employment exchange or those responding to advertisement / local notification.

V. FINANCE & ACCOUNTS

5.1 Year

The Financial Year of the Centre shall be from the 1st April to the 31st March in the succeeding calendar year.

5.2 Budget & Funds of the Centre

- 1) The Chief Administrative Officer shall prepare the Annual Budget Estimates for the Director, TMC for submission to the council
- 2) The Director shall be in- charge of preparation of the annual budget estimates of the Centre and shall obtain the approval of the Council on the same. The estimates shall be given under various heads of accounts in accordance with the prescribed proforma of Ministry of Finance / Department of Atomic Energy.

Information in respect of receipts and expenditure shall be as per the following:

- a) Actual for the preceding year
- b) Approved budget estimates for the current year
- c) Revised Estimates for the current year
- d) Budget Estimates for the following year

The funds of the Centre shall consist of:

- I. Grants from governments, governmental bodies, universities, Cs or corporations, institutions or societies;
- II. Income and benefits received or accruing from properties, assets and investments of the Centre, the sale of the publications of the Centre, fees levied from time to time, user charges, etc.
- III. Contributions or grants received from other sources approved by the Council.
- IV. Income from consultancy and other charges.
- V. Corpus Funds.

- 3) The accounts shall be maintained as per the Accounting Standards and in the prescribed format as required by the law.
- 4) The CAO shall be responsible for the accounts of the Centre.
- 5) All bills for payment shall bear an endorsement "PASSED FOR PAYMENT" and shall be signed by the Director or by an Officer of the Centre to whom the power has been delegated.
- 6) A PERMANENT ADVANCE of sum to be fixed from time to time by the Director may be kept by the Chief Administrative Officer for cash payments.
- 7) All moneys received for or on behalf of the Centre shall be placed in the name of the Centre in current, savings or fixed deposit accounts with a nationalized bank or any other bank notified by the Ministry of Finance.

5.3 Audit

The accounts of the Centre shall be audited every year by qualified Chartered Accountant or Accountants (Statutory Auditors) as prescribed by law and shall be appointed by the Director with the approval of Council from time to time for the purpose. The Statutory Auditors should be selected from the empaneled list with the Comptroller & Auditor General. The term of the auditors shall normally be for three years.

5.4 Exercise of Financial Powers

The Centre shall be governed by the orders issued by the Department of Atomic Energy from time to time on matters relating to Delegation of Financial powers in respect of Purchases, works contract, consultancy contract, etc. The Governing Council shall delegate its powers to the various authorities to the extent necessary.

5.5 Investment

All money of the centre and any surplus funds not required for immediate work may be invested only in deposits of Nationalized Banks or

Government Securities. Investment of funds in shares or company deposits is not permitted. Any other forms of investment not covered above, may be permissible only with the specific approval from the Dept. of Atomic Energy.

5.6 Sanction of Expenditure

The Director, TMC shall have the authority to sanction all expenditure within the sanctioned budget grants subject to such procedures and govt. guidelines as may be applicable from time to time. He / She may further delegate this authority to any officer(s) of the centre with the prior approval of the Governing council.

5.7 Payments

Payments by and on behalf of the centre exceeding Rs. 20,000/- shall ordinarily be made by cheques. All cheques shall be signed by jointly any two officials authorized by the Director, TMC.

5.8 Re-appropriation

The Director shall have the power to re-appropriate expenditure under different budget heads upto 20% subject to the following conditions:

1. Re-appropriation to augment the provision under the heads "Salaries and Allowances" shall require prior sanction of the council.
2. Re-appropriation shall not be made from a head of non-recurring expenditure to a head of recurring expenditure.
3. Re-appropriation within the heads of non-recurring expenditure to cover expenditure on new projects not included in the budget shall require prior sanction of the council.

5.9 Donations

The Directors on behalf of the TMC may accept from registered companies / trusts / organizations or individuals in India donations, equipments and

subscriptions for specific purposes provided no conditions are attached to them each in its opinion are objectionable or inconsistent with the interest of the centre and may utilize the same.

5.10 Grants

The Directors may receive grants given for specific projects / schemes provided they are in accordance with objectives of centre and sanctioned expenditure in connection with them as per the procedure laid down.

VI. COMMITTEES

6.1 Finance Committee :

- 1) There shall be a Finance Committee which shall consist of the following officials:
 - a) Director, TMC will be ex-officio Chairman of the Committee
 - b) Joint Secretary, DAE dealing with the Centre
 - c) Joint Secretary (Finance), DAE
 - d) If necessary, one or two members nominated by the Council
 - e) CAO, TMC
 - f) Joint Controller of Finance & Accounts, TMC
- 2) The functions of the Finance Committee shall be as per the following:
 - i. Examine and scrutinize the annual budget and make its recommendations to the Council.
 - ii. Any issue related to the finances of the Centre.
 - iii. Examine the annual financial statement of the Centre.
 - iv. Fixing and reviewing of user charges.
 - v. The Committee shall submit its minutes to the Council for consideration and ratification.
 - vi. Exercise of Financial Powers of the Governing Council on matters relating for finalizing consultancy contracts, works and procurement contract.
- 3) The committee shall meet as often as necessary or Council / Chairman desires to do so for any specific task.
- 4) The Committee shall submit its minutes to the Council for consideration and ratification.

6.2 Building and Works Committee (BWC) :

There shall be a Building and Works Committee (BWC) of the Centre which shall consist of:

- a) Director, TMC will be ex-officio Chairman of the Committee
- b) Joint Secretary, DAE dealing with the Centre
- c) Joint Secretary (Finance), DAE
- d) Two outside experts
- e) CAO, TMC
- f) CE, TMC
- g) Joint Controller of Finance & Accounts, TMC

The Committee shall function under the direction of the Council and within the frame work of DAE / CPWD Works procedure.

6.3 Academic Council / Academic Selection Committee (wherever applicable)

The Director, Professors, Associate Professors and such other members of the academic staff as may be decided upon by the Council, shall constitute the Academic Committee / Academic Selection Committee (ASC) of the Centre. The terms of reference and the functions of the Committee will be as laid down by the Council which may be as per the following:

- i. It will advise / make recommendations to the Council all matters pertaining to the teaching activities of the Centre and to the award of degrees.
- ii. It will formulate its own rules and procedures for possible implementation of these recommendations.

- iii. It shall be responsible for making recommendations to the Council for promotion and appointment of the academic staff of the Centre which comes under their purview.

6.4 Collegium

Director TMC, Directors of the respective centres, Director Academics, Director Admin, Dy. Directors and CAO, TMC shall constitute the Collegium.

- To oversee the progress of their defined zones
- To review the activities of the patient care, education and research of the Centre
- The Collegium shall meet once in a month.

VII. SERVICE CONDITIONS

7.1 Obedience to rules and regulations:

- 7.1.1. During the period of his service every employee shall observe, obey and abide by the Rules of the Centre and the Bye-Laws, Regulations, made from time to time by the Council and all Standing Orders by the Director and other competent authorities.
- 7.1.2 Each employee shall perform entrusted duties to the best of his ability and shall carry out any lawful direction given to him by the appointing authority or by any other person to whom power to give such directions has been given explicitly and implicitly.

7.2 Fulltime Service:

- 7.2.1 An employee shall devote his fulltime to the service of the Centre and shall not take part in politics or engage directly or indirectly in any trade, business, etc. No employee shall without the previous permission of the Council, in the case of the Director, TMC or of the Director, TMC in the case of others, practice in any other Hospital or enter into any remunerative commitment or absent himself from duty except in the case of accident or sickness certified by a competent medical authority.

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

In case, an employee wishes to undertake honorary work of a literary, artistic or scientific character, prior permission may be taken from Director, TMC on the condition that his official duties do not thereby suffer.

- 7.2.2 No employee shall, except with the previous sanction of the Council, take part in the registration, promotion or management of any bank or other companies registered under the Companies Act, 1956 (1 of 1956) or any other law for the time being in force.

Provided that an employee may, with the approval of the Director, TMC, take part in the registration, promotion or management of a Co-operative

Housing, Consumer, Credit or Welfare Society registered under the Co-Operative Societies Act 1912 (II of 1912) of any other law for the time being in force or literary, scientific or charitable society registered under the Societies' Registration Act 1860 (XXI of 1860) or any other corresponding law in force.

7.2.3 An employee shall not, without the previous permission of the competent authority absent himself from duty except in the case of accident or illness certified by Competent medical authority and except in accordance with the regulations regarding the leave applicable to him.

7.3 Suspension:

The authority which appoints a member of the staff of the Centre may suspend, discharge, dismiss or otherwise punish him / her for the misconduct or for breach of the terms and conditions of his / her appointment.

The appointing authority shall have the power to suspend an employee thereunder and fix the rates of his salary during the period of his suspension under these bye-laws in the following cases:

- a. Where a disciplinary proceeding against the employee concerned is contemplated or is pending
- OR
- b. Where a case against him in respect of any criminal offences is under investigation or inquiry or trial

7.4.1 Punishment:

The appointing authority of the Centre may impose orders under these bye-laws, on an employee any of the following penalties for any misconduct or for breach of the terms and conditions of his appointment.

1. Censure
2. Withholding of promotion

3. Recovery from his pay of the whole or part of any pecuniary loss caused by him / her to the Centre by negligence or breach of order.
4. Withholding of increments of pay
5. Reduction to a lower grade
6. Reduction to lower scale of pay
7. Compulsory retirement
8. Termination / removal from service
9. Dismissal from service

7.4.2 Termination of Service:

1. Subject to the contract under Bye law 3.2 the agreement of the service of any member of the scientific / medical staff shall be terminated by either party on giving a notice in writing to the other party of not less than 3 months except during period of probation when the period of notice shall be as specified in the letter of appointment. The service of any other member of the staff shall be terminated by either party giving to the other party a notice in writing of not less than that specified in the letter of appointment. Such period of notice shall not be less than 30 days except during the period of probation.

Notwithstanding anything contained above the service of any employee can be terminated by giving a shorter notice than that specified in paragraph 1 on payment to him of a sum equivalent to the amount of his pay plus allowances for a period by which such notice falls short of the period specified.

2. The appointing authority or the authority to whom the power has been delegated may accept a shorter period of notice from a member of the staff under special circumstances.

Earned leave on full pay may be granted towards the period of notice required under bye law 7.4.2 (1) for half the part of earned leave not so utilized pay and allowances may be paid at the discretion of the Director or an officer of the centre to whom the power has been delegated by the Director, TMC.

Provided that, the concession shall be admissible only to those employees who leave the centre after satisfactory services.

7.5 Procedure for punishment:

7.5.1 No penalty will be imposed except after following the procedure detailed below:

- a. The appointing authority shall appraise the concerned employee of the position and shall call for his explanation in writing in relation thereto.
- b. Such explanation shall be called for within a fixed time ordinarily not less than one week.
- c. If the explanation is not found satisfactory by the appointing authority, specific charges shall be framed against the employee concerned.
- d. On receipt of the statement of defense, a domestic enquiry will be held in respect of charges as are not admitted.
- e. In the light of the inquiry report, the punishment to be imposed on the employee shall be decided by the appointing authority.

7.5.2 For the purpose of conducting an enquiry the appointing authority shall have the power to appoint any other officer of the Centre / DAE establishments as Inquiry Officer.

7.5.3 The requirement of bye-law 7.5.1 above may be waived if (i) the facts on the basis of which action is to be taken, have been established in a Court of Law or (ii) the employee has absconded or (iii) for any reason it is impracticable to communicate with him. The reasons for waiving shall be recorded in writing.

7.6 Appeals and Review:

7.6.1 An employee against whom an order of punishment is passed shall have the right to make a representation to the next higher authority than the

authority which has passed the order of punishment by way of an appeal against the order of reconsideration within 45 days of receipt of the order.

Note: In case of an order passed by the Council the appeal also shall lie with it.

- 7.6.2 Such representation shall be concise, polite and respectful in language and complete in all respects, specifying the relief desired. It shall be addressed by designation to the next higher authority than the authority which has passed the order of punishment and shall be sent through the proper channel and not direct.
- 7.6.3 The appellate authority shall consider the representation (in the case of the Council, the Council itself) and pass appropriate orders on it.
- 7.6.4 In the case of full or partial exoneration of charges against an employee, such orders shall specify the amount of pay and allowances to be paid to the employee, if suspended during the period of enquiry and the consideration of the representation.
- 7.6.5 No further appeal shall lie against the orders of the appellate authority.
- 7.6.6 The Council may suo motu review any order of punishment passed by the appointing authority and after obtaining the view of the Director, TMC on its findings of the review, pass appropriate orders on it.
- 7.6.7 In respect of the provisions made in the Rules contained hereinabove, CCS (Conduct) Rules, CCS (Classification, Control & Appeal) Rules and orders of the Government of India / CVC issued from time to time may be applied mutatis mutandis at the Centre, in supersession of rules / bye-laws of the Centre and to this extent, classification of punishment and procedure for imposing punishment as contained in Rule 7.4 and 7.5 together with their sub-clauses be deemed to have been amended accordingly.

7.7 Leave Rules:

- 1) Leave cannot be claimed as a matter of right. Where the exigencies of office so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.

- 2) Employees will be granted leave (including casual leave, earned leave, leave on medical grounds, etc.) in accordance with the leave rules of the Centre adopted in the lines of Leave Rules of the Central Government. Rules for the study leave, sabbatical leave, extraordinary leave, etc. shall be as per the guidelines of DAE.

7.8 Deputation:

- 7.8.1 Members of the staff may be deputed to attend conferences and Congresses or to participate in seminars or symposia, in India at the discretion of the Director or Unit Directors.
- 7.8.2 Members of the staff so deputed in India shall be eligible for travelling and daily allowances according to the rates admissible to them. Provided that in the event of any other agency providing the expenses or part thereof the expenses payable by the Centre shall be reduced as per rules.
- 7.8.3 The Council may also frame rules for deputation of the members of the staff of the Centre for attending international meetings, conferences, congresses, seminars, etc. or for grant of study leave outside India.
- 7.8.4 The travelling and other expenses of the members of the staff deputed outside India shall be as may be prescribed by the Council.
- 7.8.5 The period spent on such deputations both in India and outside shall be treated as spent on duty unless otherwise specified.

7.9 Travelling & Daily Allowances:

The Centre would follow the travelling and daily allowance rules prescribed by the Government of India for its employees till such time the Council prescribes rules in this regard.

7.10 Recruitment and Promotion of Staff:

- 7.10.1 Recruitment and Promotion, including assessment and merit promotion in respect of all categories of staff of the Centre shall be regulated in accordance with the detailed scheme formulated by Governing Council.

7.10.2 Each employee shall be paid the salary for the post every month as long as he is in the service of the Centre and satisfactorily carries out his / her duties.

7.10.3 Every employee is entitled to draw annual increment either on 1st January or 1st July depending on the date of appointment and promotion.

7.11.1 Provident Fund: The Medical / Scientific / Technical staff on confirmation will be eligible and required to subscribe to the Contributory Provident Fund. This staff will have one option to be exercised any time but not later than completion of twenty years of qualifying service to switch over from the Contributory Provident Fund to Pension Scheme / Non-Contributory Provident Fund Scheme or to retain Contributory Provident Fund scheme as they may wish. All other employees on confirmation will be eligible and required to subscribe to the Non-Contributory Provident Fund Scheme of the Centre. The medical and scientific staff on tenured appointments would subscribe to Provident Fund after closure of probationary period.

Employees appointed on or after January 1, 2004 will be covered only by Contributory Pension Scheme as per the orders of the Govt. of India.

7.11.2 Other funds: The Director, TMC with the approval of the Council may from time to time establish and maintain other funds for the welfare and assistance of the employees of the Centre.

7.11.3 Retirement benefits: The employees of the Centre will receive the retirement benefits such as gratuity, Provident Fund, Pension, etc. as approved by the Council for its employees.

7.12 Premature Retirement:

7.12.1 The Appointing Authority has the absolute right to retire an employee from service if it considers necessary to do so in public interest by giving him notice of not less than three months in writing or pay and allowances in lieu thereof, in the following circumstances:

- a) After attaining the age of 50 years;
Group 'A' and 'B' Officers who had entered service before attaining the age of 35 years.

- b) After attaining the age of 55 years;
 - i) Group 'A' and 'B' Officers other than above
 - ii) All Group 'C' employees
- c) On completion of 30 years qualifying service;
All employees.

7.12.2 Restrictions: The power should not be exercised –

- a) to retire an employee on grounds of misconduct or as a short-cut to avoid formal disciplinary proceedings; or
- b) for reduction of surplus staff or for effecting general economy without following the instructions relating to retrenchment.

7.12.3 Committees:

The following Committees shall review all such cases and recommend as to whether the employee concerned should be retained in service or retired in the interests of the Institution:

- (a) To review cases of Officers holding posts equivalent to Level 13 and above (Group A):
Director, TMC
Joint Secretary (R&D), DAE
Respective Unit Directors
- (b) To review cases of other Officers holding posts equivalent to Group 'A' & 'B':
Director, TMC
Respective Unit Directors
Head of Department concerned
CAO, TMC
- (c) To review cases of employees holding posts equivalent to Group 'C':
Respective Unit Directors
Dy. Directors concerned
Head of Department concerned
CAO, TMC

7.12.4 Appeal:

An employee served with a notice / order of premature retirement may represent within three weeks from the date of service of such a notice / order of premature retirement for consideration by the appropriate Committee.

7.13 Annual Performance Assessment Reports (APARs)

The Government of India Rules / Orders issued from time to time regarding APARs shall apply to the extent applicable.

7.14 Transfer

The services of the staff of the TMC are liable to be transferred to any of its Units under the control of Department of Atomic Energy.

7.15 Detention for urgent work outside the usual working hours, on Sundays and Centre's holidays:

The Director or a member of the staff to whom the power has been delegated by the Director may, for urgent work, detain any member of the staff to work outside the usual working hours or on Sundays and Centre's holidays and grant compensatory off or overtime allowance according to the rates fixed for the purpose.

7.16 Election and Nominations:

No employee shall take part in politics or elections or accept nomination to any local body without the previous permission of the Director, TMC or in the case of Director, TMC without the permission of the Council.

Provided that for election as a member of a Board of studies or any other authority in the University of Mumbai, an employee may offer himself with the knowledge of the Director or Unit Directors and the Director, TMC with the knowledge of the Council.

7.17 Scheduled Castes (SC) / scheduled Tribes (ST) / Physically Handicapped (PH) / Economically Weaker Section (EWS):

The Government of India Rules / Orders issued from time to time

regarding reservation of posts for SC/ST/OBC/PH and EWS shall apply to the extent applicable in regard to appointments to posts to be made in the Centre.

7.18 Contractual Services:

The Director will outsource and contract out infrastructural, support, maintenance and other related services for the Centre as far as possible. Any person engaged by the contractor shall not be considered as an employee of the Centre.

7.19 Other conditions of Service:

- 7.19.1 In respect of matters not provided in the bye-laws the directions will be sought from the Council.
- 7.19.2 In respect of the provisions made in these Bye-laws, orders of the DAE issued from time to time may be applied mutatis mutandis at the Centre in supersession of rules / bye-laws of the Centre.

VIII. ADMISSION AND CARE OF PATIENTS, FEES AND CHARGES

- 8.1 The Director, TMC and other Officers of the Centre so authorised by the Director, TMC shall have the authority to issue standing orders regulating:
 - a. The procedure for admission, care and treatment of patients.
 - b. The rates of fees to be charged for different items, services and other necessary amenities.
 - c. The admission and training of research students / fellows.
 - d. Any other service provided by the Centre.
- 8.2 All such standing orders shall be placed before the Council for information. The standing orders and procedures in regard to fees for hospitalization and treatment shall, however, be placed before the Council for its approval.
- 8.3 The Directors of Units so authorized by the Director, TMC shall have the authority to prescribe scales of diet to modify or revise them from time to time for the patients, resident staff and others.
- 8.4 The Director, TMC shall also have the power to waive either in full or in part the recovery of fees in any particular case. Full justification / reasons for such waivers be recorded in each case. Director, TMC may delegate such powers to Directors of Units and Chief Administrative Officer, TMC or Medical Superintendents of Units as considered necessary.

**IX. COURSES OF STUDY, SPECIALISED TRAINING AND
RESEARCH AT THE CENTRE:
ADMISSION OF STUDENTS, TRAINEES AND RESEARCH
WORKERS TO THE CENTRE:
AWARD OF CERTIFICATES AND DIPLOMAS:**

- 9.1 The Director, TMC shall have the power to institute in consultation with the Directors of Units, courses of study and facilities for specialized training and research at the Centre.
- 9.1.1 The Council may institute fellowships on fixed monthly stipends at the Centre and prescribe the terms and conditions subject to which such studentships and fellowships shall be awarded and held.
- 9.1.2 The Director or the officer authorized by him shall have the authority
- (i) to admit every year post-graduate students, trainees and research workers in a branch of studies for training in which the Centre can provide specialized facilities,
 - (ii) to prescribe the tenure and conditions of work of the students, trainees or research workers and
 - (iii) to prescribe from time to time fees payable by such students, trainees and research workers and in suitable cases to waive off such fees or part thereof.

X. MISCELLANEOUS

10.1 Execution of Contracts on behalf of the Centre

All agreements, contracts, etc., except one between the Centre and Director which may be necessary for the proper conduct of business of the Centre, shall be executed on behalf of the Council by the Director or by an officer of the Centre authorized by the Council for the purpose.

10.2 Perpetual Succession

The Centre shall have a perpetual succession and shall be capable of suing or being sued in its name through its Chief Administrative Officer.

10.3 Amendments of the Bye-Laws

The Council shall have the power to alter, add or modify the provisions of these Rules by a three-fourth of its member present in the meeting called for the purpose. The Bye- Laws can be amended with the concurrence of Department after following due procedure enumerated in the respective statute by which the Centre is registered.

10.4 Residuary Power

Powers not vested in the Bye-Laws can be exercised by the Council in consultation with the Administrative Ministry.

10.5 Interpretation of Bye-Laws

In the matter of interpretation of the Bye-Laws or any provisions of the rules of governance, the decision of the Council is final and binding all.

10.6 Power to Relax

The Council is competent to relax any or all provisions of the Bye-Laws in the larger Public Interest.

10.7 Annual Report

The Council shall submit an annual report on the working of the Centre to the Government of India, which shall include the Audited Statement of Accounts pertaining the concerned financial year.

10.8 Right to Information Act

The Centre shall take all necessary steps for the implementation of the RTI Act 2005 by appointing appropriate Public Information Officers, Appellate Authorities and Transparency Officer. The Centre shall also monitor the section 4 of RTI Act 2005 and ensure that proactive disclosures are properly updated and updated periodically.

10.9 Establishment of Grievances Redressal Mechanism

There should be a proper mechanism for the redressal of staff as well as public. The Centre shall appoint a Public Grievance Officer for setting the grievance petitions in a time bound manner.

10.10 Implementation of Sexual Harassment Act

The Centre shall ensure that “The Sexual Harassment of Woman at Work Place (Prevention, Prohibition and Redressal) Act is implemented in the Centre in true spirit and form.

10.11 Rules and Regulations

The Centre shall follow the above bye-laws and in addition to the above, additional Rules & Regulations may be framed for its activities ensuring that provisions mentioned above in the bye-laws are not violated i.e. should not be in contradiction to the provisions of above Bye-Laws or Government’s / Department’s directives. In the event of their being any inconsistency between Rules & Regulations and these Bye- laws, the provisions of Bye-laws shall prevail.

Note: While making the above regulations, it shall be ensured that provisions mentioned above in the bye-laws are not violated i.e. these supplementary rules should not be in contradiction to the provisions of above Bye-Laws or Government’s / Department’s directives. There should be a proper mechanism to ensure compliance of various provisions under RTI Act 2005, redressing complaints of Sexual Harassment of women in work place, reservation to the SC/ST/OBC/PH and grievance redressal mechanism. The Centre should make its own system of compliance of the above.

10.12 Matters not Covered Herein

- 1) Removal of Doubts: where a doubt arises as to the interpretation of any of the provisions of these Bye-laws, the matter shall be referred to the Governing Council for a decision.
- 2) If any question arises which is not covered by these Bye-Laws, the decision of the Council shall be the final. In regard to the regulation of any matter not covered hereinabove, recourse shall be taken to Central Government rules / orders, etc. on the subject.

10.13 Saving Clause: Any directives by the Government or Department shall be the binding on the Centre and shall have the overriding effect on any provision of bye-laws, statues or rules of the Centre.

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND SIR DORABJI TATA TRUST



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 FIFTY NAYE PAISE
 KULLA & CO. CHENNAI
 1953

THIS AGREEMENT made the Sixth Day of January

One Thousand Nine Hundred and Sixty Six: between the PRESIDENT OF INDIA (hereinafter called "The Government of India" which expression shall, where the context so admits, include his successors in office) of the first part and JHANSIBH BUTTOMJI DADABHOY TATA, SIR BOMASJI FEROSHAW MOYI, NAVAL KHEMUNJI TATA, MUSTUN DOORABHOY CHURKI, JHANSIBH DOORABHOY CHURKI, AND HARAD RATANJI DADABHOY TATA the present Trustees of the Sir Dorabji Tata Trust constituted under a Deed of Charity Trust executed by the late Sir Dorabji Tata and dated the Eleventh Day of March One Thousand Nine Hundred and Thirty Two (hereinafter called "the Trustees of the Sir Dorabji Tata Trust" which expression shall, wherever the context so admits, include the survivors or survivor of them and other trustees or trustee for the time being of the Sir Dorabji Tata Trust) of the other part.

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- (1) WHEREAS the Trustees of the Sir Dorabji Tata Trust established a Hospital in Bombay in 1940 known as the Tata Memorial Hospital for the treatment and cure of cancer and allied diseases and were from that date maintaining the said Hospital out of the funds of the Trust and also from the grants-in-aid from time to time made by the Government of India and the Government of Bombay.
- (2) AND WHEREAS in 1953 the Government of India desired to establish an All-India Centre (hereinafter called the Indian Cancer Research Centre) for post-graduate teaching and research in cancer and allied subjects in collaboration with the Trustees of the Sir Dorabji Tata Trust and the Tata Memorial Hospital which was vested in the said Trustees.

(3) AND WHEREAS the Government of India paid a sum of Rs.3,94,650/- (Rupees Three lakhs Ninety Four Thousand Six Hundred and Fifty) as a non-recurring grant to the Trustees of the Sir Dorabji Tata Trust on the understanding that it will be spent with due expedition in the manner provided under an Agreement dated the Seventh Day of October One Thousand Nine Hundred and Fifty Three for the construction of a laboratory on a portion of the land belonging to the Trustees and paid a further sum of Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand) as non-recurring grant to the said Trustees for equipping the laboratory as provided for in the scheme.

(4) AND WHEREAS the Government of India undertook to provide the whole recurring expenditure in respect of salaries for the staff and of contingencies for the maintenance of the Indian Cancer Research Centre in the succeeding years.

(5) AND WHEREAS the above arrangements were given effect to in terms of the Agreement dated the Seventh Day of October One Thousand Nine Hundred and Fifty Three between the Government of India and the Trustees of the Sir Dorabji Tata Trust on the terms and conditions set forth therein (hereinafter called the Research Centre Agreement).

(6) AND WHEREAS the Trustees of the Sir Dorabji Tata Trust being desirous of dedicating this Hospital to the Nation with all its assets including the Cancer Infirmary Fund and the three plots Nos.107, 108 and 109 of Scheme No.60, Matunga Estate,

estate, requested the Government of India to take over the control and management of the said Hospital with effect from the First Day of April One Thousand Nine Hundred and Fifty Seven and the Government of India agreed to do so and to manage the same at their own expense as from the said date onwards upon the terms and conditions set forth in the Agreement made on the Fourth Day of February One Thousand Nine Hundred and Fifty Seven (hereinafter called the Hospital Agreement).

(7) AND WHEREAS the Trustees of the Sir Dorabji Tata Trust filed a suit being Suit No. 568 of 1957 in the Bombay City Civil Court at Bombay against the Charity Commissioner, Bombay, praying that a Scheme containing the provisions set out in the said Agreement dated 4th February 1957 be framed and for other reliefs AND WHEREAS by a decree framed by the Bombay City Civil Court on the 22nd day of March 1957 in the said suit the Court sanctioned a Scheme annexed as Schedule "A" thereto in conformity with the said Agreement dated 4th February 1957 and ordered that the immovable properties described in Schedule "B" thereto which included the immovable property of the Indian Cancer Research Centre be vested in the Government of India.

(8) AND WHEREAS the administrative control of the Tata Memorial Hospital and the Indian Cancer Research Centre was transferred from the Ministry of Health to the Department of Atomic Energy of the Government of India with effect from the First Day of February One Thousand Nine Hundred and Sixty Two.

(9) AND WHEREAS the Government of India and the Trustees of the Sir Dorabji Tata Trust are now desirous of amalgamating the two institutions and entrusting their control and management to a Society.

(10) AND WHEREAS the parties hereto are now desirous of recording their respective rights and obligations in regard to the Tata Memorial Hospital and the Indian Cancer Research Centre as also of forming a duly registered Society under the Societies Registration Act (XXI of 1860).

(11) AND WHEREAS it is hereby agreed that subject to the sanction, if any, required of the Bombay City Civil Court at Bombay and/or the Charity Commissioner at Bombay, the hereinafore recited Research Centre Agreement and the Hospital Agreement shall stand modified as provided by these presents.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. This Agreement shall come into force and commence as from the date on which the sanction of the Bombay City Civil Court at Bombay and/or the Charity Commissioner, Bombay, is granted, or, if such sanction is not necessary, with immediate effect.

2. The Tata Memorial Hospital (hereinafter called the Hospital) and the Indian Cancer Research Centre (hereinafter called the Research Centre) shall form two parts of a single institution known as the

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Tata Memorial Centre (hereinafter called the Centre). No change shall be made in the name of the Centre and it shall always be known as and be called the Tata Memorial Centre. The Hospital shall at all times be maintained as a Hospital for the treatment of cancer and allied diseases and shall not at any time be converted into a general hospital or a hospital specialising in any other branch of medical or surgical treatment. PROVIDED HOWEVER that the Hospital or the Research Centre or both may be shifted either in whole or in part to any other new site with the consent of the Government of India and the Sir Dorabji Tata Trust.

3. There shall be a body of trustees called Holding Trustees of whom the Government of India shall be entitled to nominate two and the Sir Dorabji Tata Trust shall likewise be entitled to nominate two. The Holding Trustees shall hold such properties as shall be vested in them by this Agreement.

The Government of India or the Sir Dorabji Tata Trust shall be entitled to remove any trustee appointed by it or them respectively. On a vacancy taking place as a result of death, retirement, removal or otherwise the Government of India or the Sir Dorabji Tata Trust, as the case may be, shall be entitled to appoint a trustee in the vacancy.

4. With regard to the existing immovable property of the Hospital and the Research Centre, the scheme as sanctioned by the Bombay City Civil Court in terms of the decree passed on 22nd Day of March 1957 in Civil Suit No.568 of 1957 between the Sir Dorabji Tata Trust on the one hand and the Charity Commissioner and others on the other shall remain unaltered. PROVIDED HOWEVER that at any time the Government of India may vest all the existing immovable property of the Hospital and the Research Centre in the Holding Trustees. Consequential amendments shall be made in the Rules set out in the First Schedule hereof in the manner provided by clause 6 infra.

All subsequent acquisition of immovable property made by the Society shall vest in the Holding Trustees.

5. The Centre shall be under the control and direction of a Council consisting of four members appointed by the Government of India, three members appointed by the Trustees of the Sir Dorabji Tata Trust and the Director of the Centre who shall be ex-officio member of the Council.

It is further provided that, to represent other interests, not more than two additional members may be co-opted by the Council, for such periods as the Council may decide, with the concurrence of the Government of India and the Trustees of the Sir Dorabji Tata Trust.

6. The Rules set out in the First Schedule hereto shall constitute the Rules for the Administration and Management of the Centre from the date of commencement of this Agreement. Such Rules may from time to time be altered, added to or modified by the Council with the concurrence of the Government of India and the Trustees of the Sir Dorabji Tata Trust and the Rules so altered, added to or modified shall operate from such date (with retrospective effect or otherwise) as the Council may with the concurrence of the Government of India and the Trustees of the Sir Dorabji Tata Trust decide.

7. All the officers and employees of the Hospital and the Research Centre shall, as from the date of commencement of this Agreement, be governed by and be subject to the Rules set out in the First Schedule hereto as amended from time to time.

PROVIDED that persons already serving in or employed by the Hospital or the Research Centre on or before the said date shall be entitled to and continue to enjoy all rights and benefits in regard to their terms and conditions of service to which they were entitled as on the date of commencement of this Agreement.

8. The Government of India hereby covenants to make such recurring and non-recurring grants as may be necessary for the progressive maintenance and continuing growth of the Centre.

9. The present number of free beds in the Hospital shall not be reduced and in any programme of expansion such free beds may be increased to such extent as may be found feasible.

10. The Trustees of the Sir Dorabji Tata Trust shall have the right to nominate ten patients for free treatment from time to time and at all times.

11. Nothing in this Agreement shall prevent the Council from inviting and receiving or without such invitation receiving any voluntary contributions from any Government, authority, persons, trusts and institutions whatsoever, either by way of endowment, donation, annual or other subscriptions for the support or benefit of the Centre, PROVIDED, HOWEVER, that no contributions or donations shall be accepted with conditions attached thereto which in the opinion of the Council are onerous or objectionable or inconsistent with the objectives of these presents.

12. The constitution of the Council as set out in this Agreement shall not be altered except with the previous consent in writing of the Government of India and the Trustees of the Sir Dorabji Tata Trust.

13. The stamp duty payable in respect of this Agreement and other necessary documents shall be borne and paid by the Government of India. All expenses of whatever description for giving effect to this Agreement such as obtaining the consent of the City Civil Court, registering any deed etc. if necessary, and of forming a Society shall all be borne by the Government of India.

IN WITNESS WHEREOF the President of India, has caused
Bhri N. S. Siva, Joint Secretary to the Government of India,
Department of Atomic Energy to set his hand and affix his
official seal to these presents and the Trustees of the Sir
Dorabji Tata Trust have hereunto set their respective hands
the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY

For and on behalf of the President
of India in the presence of:

- 1.
- 2.

SIGNED BY JERAMNIE RUTTONJI DADARNEY TATA,
SIR MOHAMMADI PERISHAN MOOT,
NAVAL MOHAMMADI TATA,
MUSTON DOBARNEY CHORNI,
JERAMNIE DOBARNEY CHORNI, AND
DARAB KATANJI DADARNEY TATA

the present Trustees of the Sir Dorabji Tata Trust
under a Deed of Trust dated 11.3.1932 by their
Constituted Attorneys,

in the presence of:

- 1.
- 2.

- 1.

R. Chakrav

- 2.

11/3/32

FIRST SCHEDULE

RULES AND REGULATIONS OF THE TATA MEMORIAL CENTRE

1. Short Title: These rules may be called the Rules of the Tata Memorial Centre.

2. Interpretation: Unless there is anything contrary in the subject matter or context:

- (1) "Centre" means the Tata Memorial Centre.
- (2) "Hospital" means the Tata Memorial Hospital, Bombay.
- (3) "Research Centre" means the Indian Cancer Research Centre, Bombay.
- (4) "Council" means the Council of the Centre.
- (5) "Director" means the Director of the Centre.
- (6) "Superintendent" means the Superintendent of the Hospital.
- (7) "Research Director" means the Director of the Indian Cancer Research Centre.
- (8) "Government" means the Government of India in the Department of Atomic Energy or any other Department or Ministry in which the administrative control of the Tata Memorial Hospital and the Indian Cancer Research Centre is vested for the time being.
- (9) "Trust" means the Sir Dorabji Tata Trust.
- (10) "Trustees" means the Trustees of the Sir Dorabji Tata Trust constituted under a Deed of Charity Trust executed by the late Sir Dorabji Tata and dated the Eleventh Day of March One Thousand Nine Hundred and Thirty Two.
- (11) "Holding Trustees" shall mean two nominees of the Government of India and two nominees of the Sir Dorabji Tata Trust as may be nominated by them for the time being.
- (12) "Existing immovable properties" means and includes all the immovable property referred to in the Decree passed on the 12nd Day of March 1957 in Civil Suit No. 362 of 1957 in the Bombay City Civil Court.

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- (13) "Research Centre Agreement" means the Agreement dated the Seventh Day of October One Thousand Nine Hundred and Fifty Three between the President of India and the Trustees of the Sir Dorabji Tata Trust.
- (14) "Hospital Agreement" means the agreement dated the Fourth Day of February One Thousand Nine Hundred and Fifty Seven between the President of India and the Trustees of the Sir Dorabji Tata Trust.
- (15) "Year" means a period of twelve calendar months beginning from the First day of April and ending on the Thirty-first day of March following.

3. Administration and Management: Subject to these Rules and such rules as may hereafter be made from time to time, the administration and management of the Centre shall vest in the Council, which shall be the executive body of the Centre.

4. Constitution of the Council:

- (1) The Council shall consist of:
 - (a) Four members appointed by the Government of India;
 - (b) Three members appointed by the Trustees of the Sir Dorabji Tata Trust;
 - (c) The Director of the Centre (ex-officio)

PROVIDED that, to represent other interests, not more than two additional members may be co-opted by the Council, for such periods as the Council may decide with the concurrence of the Government of India and the Trustees of the Sir Dorabji Tata Trust.

(2) An appointing authority shall have the right by notice in writing to the Council to terminate the appointment of any member appointed by it.

5. Chairman of the Council: The Council shall elect its own Chairman from among its members, other than the Director or the co-opted members.

Where the Chairman is not elected or is elected and is not available to preside over the meeting of the Council, the members present shall elect one from among themselves to preside at the

meeting and the Chairman so elected shall exercise all the powers of the Chairman as herein provided for that particular meeting.

6. Secretary to the Council: The Council shall designate an officer of the Centre to be the Secretary to the Council. He shall act as the Recorder to the Centre and shall have charge of all documents relating to the Centre.

7. Resolutions of the Council by circulation: Except where otherwise expressly provided, all resolutions of the Council may be passed by circulation from member to member and it shall not be necessary to call a meeting for the purpose.

8. Vacancies: When a vacancy occurs in the office of a member of the Council other than the Director through death, resignation or for any other reason such vacancy shall be filled by the authority which appointed such member.

9. Casual vacancies: All casual vacancies among the members (other than the ex-officio member) of the Council may be filled by the appointing authority and the member so appointed shall be a member of the Council for the period of the vacancy.

10. Vacancy or Defective appointment not to affect proceedings:

If a vacancy in the office of a member of the Council occurs, the continuing members shall act as if no vacancy had occurred. No act or proceeding of the Council shall be deemed invalid merely by reason of a vacancy on the Council or of a defect in the appointment of a person acting as a member of the Council or by reason of the fact that an appointing authority has failed to appoint a member.

11. Disputes regarding appointment of a Member of the Council:

In the event of a dispute as to whether any member of the Council is validly appointed or otherwise, the decision of the Chairman of the Council shall be final.

12. Quorum and procedure: Three members of the Council shall form a Quorum. The decision of the majority, except where otherwise provided, shall be binding on the Council and in the event of a tie the Chairman shall have a casting vote (in addition to his own vote as a Member). PROVIDED that, if at any meeting no representative of the Government or of the Trust is present, the Government or the Trust, as the case may be, may require reconsideration of any item discussed in the meeting and

no action to implement this decision shall be taken till the matter has been reconsidered at a subsequent meeting of the Council.

13. Bye-Laws:

- (1) The Council may frame bye-laws, from time to time, not inconsistent with these Rules, for the general administration and management of the Centre and may in particular provide for the following matters: -
 - (a) The conduct of business and the procedure to be adopted at meetings of the Council;
 - (b) The finances and accounts of the Centre;
 - (c) The admission and care of patients at the Centre;
 - (d) The receipt and payment of fees and charges;
 - (e) The terms and tenure of appointments, engagements, allowances and other conditions of service of the officers and employees of the Centre;
 - (f) The creation of posts and procedures for recruitment;
 - (g) The duties and functions of the Director, Superintendent, Research Director and other officers and employees of the Centre;
 - (h) Discipline, suspension and dismissal of the officers and employees of the Centre;
 - (i) Courses of study, specialized training and research at the Centre;
 - (j) Award of certificates and diplomas;
 - (k) The admission of students, trainees and research workers to the Centre;
 - (l) The execution of contracts and other engagements on behalf of the Centre;
 - (m) Establishment and maintenance of pension, gratuity, provident or other funds for the benefit of the officers and employees or for the purposes of the Centre;
 - (n) Such other matters as may be necessary for the efficient administration and management of the Centre.
- (2) Except as hereinafter mentioned, the Council may alter, amend, repeal and substitute the bye-laws

as it may think fit,

PROVIDED THAT, the first set of bye-laws under this Rule shall be subject to confirmation by the Government and the Trustees, and any amendment in respect of items (b) and (c) of sub-rule (1) shall be made only with the concurrence of the Government and the Trustees.

- (3) The bye-laws framed by the Governing Boards of the Hospital and the Research Centre and in force on the date of registration of the Society shall continue to be in force until they are superseded by such other bye-laws as may be framed by the Council in pursuance of this Rule.

14. Representation of the Council in legal proceedings:

Unless the Council decides otherwise, and subject to the superintendence of the Council, the Secretary to the Council shall represent the Centre in all legal proceedings whether civil, criminal, revenue or of any other description and shall have the authority to institute, conduct, or defend any suit, complaint, or criminal case, or any legal proceedings on behalf of or against the Centre as also to sign and/or verify all pleadings, complaints, statements or applications to be filed before any Court, Arbitrator, Tribunal or Authority as the case may be.

15. Officers and Employees: Subject to the provisions of these Rules, the staff of the Centre will consist of:

1. the Director,
2. the Superintendent,
3. the Research Director,
4. Deputy Directors, and Deputy Superintendents and Deputy Research Directors, if any,
5. Surgeons, physicians and other members of the medical and scientific staff,
6. the Secretary, Administrative Officers; and
7. such other officers and employees as may be required for the work of the Centre.

16. Appointment of the Director of the Centre:

The appointment of the Director, who will be in overall administrative control of the Centre, shall be made by invitation by the Council with the approval of the Government and the Trustees. The Director shall normally hold office for a period not exceeding five years at a time. His emoluments and other conditions of

service shall be as determined by the Council.

17. Appointment of officiating Director:

Notwithstanding anything contained in Rule 16 the Council may appoint a person to officiate as Director in the absence of the Director. The Council may also make a temporary appointment of Director. An officiating Director or a temporary Director shall discharge only such of the duties and functions and exercise such of the powers of the Director as may from time to time be prescribed by the Council, and the Council may impose conditions and restrictions as to the discharge of any such duty or function or exercise of any such power by the officiating or temporary Director. Every appointment under this rule shall be for a period not exceeding one year at a time.

18. Powers of Delegation of the Director: The Director may delegate some of his powers, functions and duties to any member of the staff of the Centre with the approval of the Council.

19. Appointment of the Superintendent and the Research Director:

The appointment of the Superintendent and the Research Director shall be made by invitation by the Council. They shall normally hold office for periods not exceeding five years at a time. The emoluments, allowances and other conditions of service shall be determined by the Council in each case.

20. Appointment of Deputy Directors, Deputy Superintendents and Deputy Research Directors, if any:

The Council may appoint Deputy Directors, Deputy Superintendents and Deputy Research Directors for periods normally not exceeding five years at a time. Their emoluments, allowances and other conditions of service shall be fixed by the Council in each case. They shall discharge such duties and functions of the Director, Superintendent or Research Director respectively as may be assigned to them by the Director, Superintendent or Research Director.

21. Appointment of Surgeons, Physicians and other members of the medical and scientific staff:

The appointment of Surgeons, Physicians and other members of the medical and scientific staff on a salary scale starting at Rs.1100/- p.m. and above shall be made by the Council on the recommendation of the Director for periods not exceeding five years at a time. The emoluments, allowances and other conditions of service shall be fixed by the Council in each case.

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22. Continuing appointments for medical and scientific staff:

Notwithstanding anything contained in Rules 18, 19, 20 and 21, the Council may offer continuing appointments upto the age of sixty years to selected members of the medical and scientific staff who have served the Centre for a minimum period of five years.

23. Appointment of Secretary and Administrative Officers:

The appointment of the Secretary and Administrative Officers shall be made by the Council on the recommendation of the Director.

24. Appointment of other employees:

Members of the medical and scientific staff on a salary scale with a minimum of less than Rs.1100/- p.m., members of the administrative staff below the rank of Secretary and Administrative Officers, and members of the maintenance and other staff shall, unless the Council specifically decides otherwise, be appointed by the Director or by an officer to whom the power has been delegated by him under Rule 18.

25. Properties and funds vested in the Council:

Except the existing immovable properties of the Centre and such immovable properties as may be vested in the Holding Trustees, all the other properties of the Centre shall vest in the Council and more particularly the following:

- (a) recurring and non-recurring grants made by Government;
- (b) other grants, donations and gifts (periodical or otherwise), other than those intended to form the corpus of the property and funds of the Centre or held for the benefit of the Centre by the Holding Trustees;
- (c) the income derived from the immovable properties and the income of the funds vested in the Holding Trustees and income of the funds vested in the Council and also fees subscription and other annual receipts; and
- (d) All plant and machinery, equipment and instruments (whether medical, surgical, laboratory, workshop or of any other kind), books and journals, furniture, furnishings and fixtures belonging to the Centre.

26. Acceptance of Donations etc.: The Council may accept donations, gifts and subscriptions for specific purposes provided no conditions are attached to them which in its opinion are onerous or objectionable or inconsistent with the objectives of the Centre.

27. Budget and Accounts:

(1) The Council shall frame the annual budget estimates for the ensuing year at its meeting to be held in or around August and shall forward copies thereof to the Government. The budget estimates shall give under the various heads, the following information in respect of receipts and expenditure.

- (a) the actuals for the preceding year;
- (b) the approved estimates for the current year;
- (c) the revised estimates for the current year; and
- (d) the estimates for the following year.

(2) Moneys forming part of the funds of the Centre shall be deposited in the name of the Centre in an account or accounts in a Scheduled Bank or Banks as defined in the Reserve Bank of India Act 1934 (II of 1934) and/or invested in any trust, securities or investments authorized by law and approved by the Council.

28. Audit: The accounts of the Centre shall be audited annually by a Chartered Accountant or Accountants as defined in the Chartered Accountants Act, 1949 (XXXVIII of 1949), appointed by the Council in consultation with the Comptroller and Auditor General of India and the Council shall convey such directions to the auditors as the Comptroller and Auditor General may consider necessary.

29. Reports: The Council shall submit annually to the Government and the Trust a report on the working of the Centre. Each report shall contain particulars regarding the work of the Centre during the previous year and shall be accompanied by a balance sheet, duly audited, showing the income and the expenditure of the Centre during the said year.

30. Alterations of Rules: These Rules may, from time to time be altered, added to, or modified by the Council with the concurrence of the Government and the Trustees and the Rules so added to, altered or modified shall take effect from such date (whether retrospectively or otherwise) as the Council may with the concurrence of the Government and Trustees decide.

[Handwritten signatures and initials]

Sixth JANUARY One thousand Nine Hundred and Sixty-six for the amalgamation of the two Institutions viz. the Tata Memorial Hospital and the Indian Cancer Research Centre, and for recording their respective rights and obligations in regard to them as therein provided.

(2) AND WHEREAS the Trustees of the Sir Dorabji Tata Trust have made an application on the 25th day of March 1966 to the Charity Commissioner Greater Bombay Region, Bombay, for the sanction of the Charity Commissioner, for filing a suit in the Bombay City Civil Court, Bombay, for amalgamation of the Tata Memorial Hospital with the Indian Cancer Research Centre in accordance with the Scheme embodied in the said Agreement dated 6th January 1966.

(3) AND WHEREAS the said application is still pending before the Charity Commissioner.

(4) AND WHEREAS the parties thereto have agreed to amend the said Agreement dated 6th January 1966 as hereafter mentioned
IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

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5 MAY 1950

Issued to *Mr. Bhanuji Jadhav*

Serial No. *11111*

- 3 -

1. In place of recital 9 of the said Agreement the following recital shall be substituted as recital 9 "AND WHEREAS the Government of India and the Trustees of the Sir Dorabji Tata Trust are now desirous of amalgamating the two Institutions and, if and when deemed necessary by the parties, entrusting their control and management to a Society".
2. In line 2 of part 2 of Clause 4 of the said Agreement the word "Society" shall be substituted by the word "Centre".
3. The words "and in force on the date of registration of the Society" in sub-rule 3 of rule 13 - bye-law - in the First Schedule to the said Agreement shall be deleted.

The said Agreement dated 6th January 1950 shall be read amended as aforesaid as from the date of its execution viz. 6th January 1950.

.....

IN WITNESS WHEREOF the President of India has caused this W.S. to be signed by him, Joint Secretary to the Government of India, Department of Atomic Energy to put his hand and affix his official seal, to these presents and the Trustees of the Sir Dorabji Tata Trust have hereunto set their respective hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY

[Handwritten signature]

For and on behalf of the President of India in the presence of:

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*

SIGNED BY JEEBANGJI BHOOTANJI DADABHAI YATA,
SIR HOMASJI PRAKASH MODY,
NAVAL HOMASJI YATA,
BUNTIM DODDABHAI CHOKLI,
JYRABHAI DODDABHAI CHOKLI, AND
KABIR BAPANJI DADABHAI YATA,

the present Trustees of the Sir Dorabji Tata Trust under a Deed of Trust dated 11-3-1932 by their Constituted Attorneys,

In the presence of:

- 1. S.D. Deshpande, Sir Dorabji Tata Trust, Bombay, 5/8/44
- 2. *[Handwritten signature]*, Sir Dorabji Tata Trust, Bombay, 5/8/44
- 3. *[Handwritten signature]*, Sir Dorabji Tata Trust, Bombay, 5/8/44
- 4. *[Handwritten signature]*, Sir Dorabji Tata Trust, Bombay, 5/8/44



Nº 020555

नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, शाही सर्विस केलेली शार्वरजिक विभवत व्यवस्था ही माच, मुंबई शार्वरजिक विभवत व्यवस्था अधिनियम, १९५० (धन १९५० चा मुंबई अधिनियम क्रमांक २९) याअन्वये कुंडल मुंबई विभागा मुंबई शार्वरजिक विभवत व्यवस्था मंडळी कार्यालयात योग्य रीतीने नोंदण्यात आली आहे.

शार्वरजिक विभवत व्यवस्थेचे नाव टाटा मेमोरिअल स्नॅडर सोसायटी शार्वरजिक विभवत व्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक अफ १२४२८ (मुंबई) श्री एस डी नाथर यांचे प्रमाणपत्र दिने.

माच दिनांक २८ ६ १९८८ रोजी साध्या बहुरितीने दिले.



गती अ. स. नाथर
प्रमाणपत्र देणारा
इस मुंबई

