

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

[केन्द्रीय विश्वविद्यालय अधिनियम के अधीन स्थापित 2009]

Central University of Himachal Pradesh

[Established under Central Universities Act, 2009]



*In Pursuit of Inclusive Access &
Excellence in Higher Education*

ORDINANCES (31 to 50)

ORDINANCES

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ORDINANCE NO: 31

CURRICULAR FRAMEWORK, PROGRAMME OF STUDIES AND CONDITIONS FOR AWARD OF DEGREES, DIPLOMAS AND CERTIFICATES

(Under Section 28(1)(b), 28(1)(c) and 28(1)(g) of the Central Universities Act 2009)

(Approved by the Executive Council and the Academic Council in their meetings held on 13th February, 2011 and 11th February, 2011 respectively)

Curricular Framework:

1. The curricular framework of the Central University of Himachal Pradesh shall be learner-centred and based on the holistic approach to higher education. Focused on in-depth learning, the curricula and syllabi shall be linked to research & scholarship and shall be continuously reviewed and updated on the basis of feedback and evaluation.
2. The teaching-learning process (classroom activities, self-learning, work placement, assessment, and evaluation) shall aim at nurturing and development of:
 - a. *Knowledge & Comprehension* - general, domain specific, discipline specific, organisation-specific, application-orientation;
 - b. *Abilities & Skills* - verbal, numeric, synthetic, analytic, soft-skills, entrepreneurial skills, leadership, team-working; and
 - c. *Values & Aptitude* - human values, work ethics, work culture, positive thinking, empathy, emotional intelligence.
3. The curricula and pedagogy of all Programmes of Studies shall seek to:
 - a. incorporate exposure to current and emerging knowledge, theory and practice;
 - b. inculcate research aptitude and skills through project work, literature survey, data collection, analysis, interpretation and inference;
 - c. develop critical thinking and pursuit of knowledge; and
 - d. develop ability to apply knowledge and skill for appraisal, evaluation and problem solving.
4. In order to promote learning driven by the intrinsic curiosity and mastery of the subject, the curricula shall aim at striking a fine balance between the taught content and independent learning by students.
5. With a view to discourage rote learning, the curricula of all Programmes of Studies shall aim at assessing the Total Learning Outcome (TLO) by assessing performance of students in terms of knowledge, comprehension, application, analysis and synthesis.
6. Assessment and evaluation of students shall be based on Total Student Effort (TSE). Accordingly, it shall take into account the accomplishment of students across the total workload specifications comprising the:
 - a. Contact Hours / Organised Classroom Activity;
 - b. Practical's / Lab work / Tutorial / Teacher-led Activities
 - c. Individual / Group Work;
 - d. Obligatory / Optional Work Placement;
 - e. Literature Survey / Library work;

- f. Data Collection / Field work / Project Work;
- g. Papers / Projects / Dissertation / Thesis / Seminar;
- h. Assignments / Quizzes / mid-term
- i. End-semester examination.

Semester System:

SEMESTER	ACADEMIC SESSION	VACATION
MONSOON (158 days)	16th July to 20th December	21st December to 5th January
SPRING (146 days)	6st January to 31st May	1st June to 15th July

7. All Programmes of Studies offered by the University shall be based on the Semester-System. Accordingly, the Academic Calendar of the University shall be divided into (a) Monsoon Semester and (b) Spring semester as given below:

Choice Based Credit System (CBCS):

8. All Programmes of Studies in the University shall be broadly based on Comprehensive Choice-Based Credit System (CBCS) on the same pattern as prescribed the UGC. Each Department / Centre of the university will prepare a list of courses of the programme of study to be offered by it comprising of Core-Compulsory, Core-Open, Elective-Specialisation, Elective-Open, Foundation-Human-Making and Foundation-Skill Development.

(a) Core-Compulsory are the courses which necessarily need to be completed by every student for obtaining a degree in the said discipline.

(b) A Core-Open course is one that a student can opt from a basket of core-open courses offered by the Department / Centre or by a related discipline(s) included in the list of sister disciplines prepared by the concerned Department / Centre for such courses.

(c) Elective-Specialization course pertains to specialization in a certain sub-discipline of study and will be opted by the student out of the basket of elective specialisation courses offered by the concerned Department / Centre only.

(d) Elective-Open course is a course which is inter-disciplinary in nature. A student may opt for Elective-Open course out of the basket of courses offered across all Departments / Centres of the University.

(e) Foundation-Human-Making courses are meant for the overall development of the student's personality.

(f) Foundation-Skill Development courses are for inculcating / enhancing specific skill in the students.

In the beginning of every academic year, every Department / Centre shall offer minimum one course as Elective-Open, and minimum one course as Foundation Course (Human-Making and Foundation-Skill- Development).

The ideal number of students for any course shall be 30 and can go up to a maximum of 60. However, depending upon the nature of the course, a teacher may allow more than 60 students to opt for the course. If the number of students is more than 45, then the Department/Centre would make arrangement for two or more sections to accommodate the student in the said course.

9. The curricula for all Programmes of Studies shall offer wide choices to students in terms of courses, content, mode and pace of learning and shall encourage students to choose their own basket of courses and decide their own pathways and pace of learning.
10. In order to enable students decide their pathways and exercise choices for basket of courses in each semester, they will be assisted by Faculty Advisor who will guide them in exercising their choices;
11. The School Boards shall specify broad framework, set standards and benchmarks by pre-specifying educational components, learning outcomes and workloads to be followed by Departments in designing and delivery of courses;

Course Catalogue:

12. The nomenclature / title, educational components, course-requirements including pre-requisites and co-requisites and credits shall be specified by the Board of Studies within the broad framework specified by the School Board.
13. All courses as specified and approved by the Boards of Studies / School Board / Academic Council, shall be listed in the Course Catalogue that shall be continuously reviewed and updated.
14. The Course Catalogue will provide a comprehensive listing and a brief outline of all courses offered across all Departments / Centres / Schools of the University.
15. Each course listed in the Course Catalogue shall indicate its level, pre-requisite(s) and co-requisite(s), expectations in terms of time commitments on the part of students registering for that course and requirements for successful completion of the course.

Course Registration:

16. After admission to a Programme of Studies and at the commencement of each subsequent Semester, a student shall be required to register for the Courses he/she intends to undergo during the Semester.
17. The registration for courses shall be made in consultation with the Faculty Advisor(s) and on the prescribed format and shall be duly signed by the Student, Faculty Advisor and Head of the Department / Director of the Centre concerned.
18. A student may be permitted to change the courses, if applicable, within 7 days from the date of course registration.
19. The minimum and maximum number of credits that students can register for in a semester shall be such as prescribed by the School Board / Academic Council.

Audit of Course:

20. Subject to the permission of the teacher handling the course, a student may be permitted, on payment of prescribed fees, to audit, a maximum of two courses without assigning any credits.

Detailed Course Outline:

21. In order to make programme offerings dynamic, flexible, multi-disciplinary and inter-disciplinary, individual faculty members shall be required to prepare Detailed Course Outline for each course to be taught by them in a particular semester and shall make the same available to each student registered to take the course, at the commencement of each semester.

Provided further that the contents of each course shall be reviewed and approved by the concerned Board of Studies which shall ordinarily not be changed over two years. However, the teachers shall upgrade the knowledge through various curriculum enrichment activities.

22. The Detailed Course Outline shall be prepared within the overall framework and broad guidelines as provided by the Board of Studies / School Board / Academic Council and shall include such specific details about a particular course as, completion requirements, assessment criteria, unit-wise course contents, lecture plan, prescribed texts, reading list, planned activities for Students Effort / Teacher-led activities etc.

Assignment of Credits:

23. Credit assigned to a particular course will be decided with due regard to specified Learning Outcomes, Educational Components and Workload requirements.

24. As a general rule, a course of 1 Credit shall require a work load of 30 Hours comprising:

24.1 Teacher – Student Contact hours

- a. 10 Hours of Lectures / Organised classroom activity
- b. 5 Hours of Laboratory Work / Problem Solving / Field Work / Tutorials / Teacher-led Activities / Mentoring.

24.2 Student Effort

- a. 15 Hours of other workload such as independent individual / group work; obligatory / optional work placement; literature survey / library work; data collection / field work; writing of papers / projects / dissertation / thesis; seminars etc.

25. Individual Departments / Centres / Schools may depart from the above specified arrangement for specifying credits, depending upon the specific needs and requirements of a course subject to the condition that 1 credit course would entail a minimum total student effort / workload of 30 hours;

Programmes of Studies:

26. All Programmes of Studies shall be in general adherence to the minimum eligibility conditions, duration, credit requirements and other conditions of minimum standards as prescribed by the UGC / National Regulatory Bodies / Professional Councils.

Minimum and Maximum Duration of Programmes of Studies:

27. Subject to the requirements of the UGC / Regulatory Body / Professional Council concerned, the minimum and maximum duration of all Programmes of Studies introduced and offered by the University shall be such as approved by the Academic Council of the University.

Minimum Eligibility Requirements and Criteria for Selection for Admission:

28. Minimum eligibility conditions and criteria for selection of students for admission to various Programmes of Studies including qualifications for admission, age limits and relaxation if any, shall be prescribed by the Academic Council and notified in the Prospectus.

Credit Requirements for Completion of Programmes of Studies:

29. Subject to the requirements of the UGC / Regulatory Body / Professional Council concerned, Credit requirements for completion of a Programme of Studies shall be such as prescribed by the Academic Council of the University.

Conditions for the Award of the Degree / Diploma / Certificate:

30. Subject to the requirements of the UGC / Regulatory Body / Professional Council concerned, the conditions of the award of Degree / Diploma / Certificate shall be such as prescribed by the Academic Council of the University.

Minimum Eligibility Requirements, Criteria for selection of students for admission, credit requirements for completion and conditions for the award of Degree / Diploma / Certificate for different Programmes of Studies:

31. Minimum Eligibility Requirements, Criteria for selection of students for admission, credit requirements for completion and conditions for the award of PG / UG Degree / Advanced Diploma / Diploma / Certificate for different Programmes of Study are given in **SCHEDULE - I** of this Ordinance.

SCHEDULE - I

MINIMUM ELIGIBILITY REQUIREMENTS, CRITERIA FOR SELECTION OF STUDENTS FOR ADMISSION, CREDIT REQUIREMENTS FOR COMPLETION AND CONDITIONS FOR THE AWARD OF PG / UG DEGREE / ADVANCED DIPLOMA / DIPLOMA / CERTIFICATE FOR DIFFERENT PROGRAMMES OF STUDIES

1. POST-GRADUATION (PG) COURSES

1. Programme Duration:

- a. Minimum: Two Years (4 Semesters)
- b. Maximum: Six Years (12 Semesters)

2. Minimum Eligibility Conditions:

A minimum of 50% Marks or an equivalent grade in Bachelors / UG degree of a recognised University or an equivalent examination in the specified discipline(s).

3. Relaxation in Minimum Qualifying Marks:

Relaxation in minimum qualifying marks up to a maximum of 5% shall be made in case of candidates belonging to the SC, ST and Persons with Disabilities Categories.

4. Criteria for Selection of Students for Admission:

- a. All applicants seeking admission to a Programme of Study shall be required to appear and qualify in the Further Education Admission Test (FEAT) conducted by the University. Provided further that the department/centre with the approval of Academic Council may adopt different criteria for admission in a Programme of Study.
- b. Candidate's equivalent to three times the number of total seats shall be called for Group Discussion/Personal Interview (GD/PI) strictly on the basis of merit of FEAT.
- c. The final selection for admission shall be made on the basis of the merit of the composite score as specified in the Ordinances dealing with the admissions.

5. Credit Requirements:

- a. For successful completion of the Programme, a student shall be required to accumulate a total of 80 PG Credits as under:

Course Type		Credits Required	Total Contact Hours with Teacher		Other Work Load or Self-effort (in Hours)	Total Hours of Student Effort
			Lectures	Lab / Fieldwork / Tutorial etc.		
Core Courses	Compulsory (50%)	40	400	200	600	1200
	Open (15%)	12	120	60	180	360
Electives	Specialisation (20%)	16	160	80	240	480

	Open (5%)	4	40	20	60	120
Foundation	Human-Making (5%)	4	40	20	60	120
	Skill-Development (5%)	4	40	20	60	120
Total Credit Requirements (100%):		80	800	400	1200	2400

- b. The maximum number of credits that a student may earn in a Semester shall not exceed 20, and he/she shall be required to register for such number of courses accordingly.
- c. In order to enable a student to pursue the chosen Programmes of Study at his/her own pace, a student may be permitted to register for fewer courses than the maximum prescribed for a semester subject to the condition that no student shall be permitted to register for less than 50% of the maximum prescribed courses in any semester. Provided further that such students who register for less than 75% of the courses would be treated as Part-Time Students.

6. Conditions for the Award of Degree / Diploma / Certificate:

- a. **Master’s Degree:** A student admitted to the Programme shall be awarded Master’s Degree if he/she successfully completes 80 PG credits as per the course structure approved for the Programme of Study. However, in any case, maximum duration of the Programme shall not exceed six years.
- b. **Advanced Diploma:** In case a student admitted to the Programme opts out of the Programme after successful completion of 40 PG credits, he/she shall be awarded Advanced Diploma. Provided further that students opting out with the Advanced Diploma may be permitted to get lateral entry into the Programme within a maximum period of four years to complete their Master's Degree. However, in any case, maximum duration of the Programme shall not exceed six years.

2. UNDER-GRADUATE (UG) COURSES

1. Programme Duration:

- a. Minimum: Three Years (6 Semesters)
- b. Maximum: Seven Years (14 Semesters)

2. Minimum Eligibility Conditions:

A minimum of 50% Marks or an equivalent grade in 10+2 qualification of a recognised school board or an equivalent examination in the specified discipline(s).

3. Relaxation in Minimum Qualifying Marks:

Relaxation in minimum qualifying marks up to a maximum of 5% shall be made in case of candidates belonging to the SC, ST and Persons with Disabilities Categories.

4. Criteria for Selection of Students for Admission:

- a. All applicants seeking admission to a Programme of Study shall be required to appear and qualify in the Higher Education Admission Test (HEAT) conducted by the University. Provided further that the department/centre with the approval of Academic Council may adopt different criteria for admission in a Programme of Study.
- b. Candidates equivalent to three times the number of total seats shall be called for Group Discussion / Personal Interview (GD/PI) strictly on the basis of merit of HEAT, if so required.
- c. The final selection for admission shall be made on the basis of the merit of the composite score as specified in the Ordinances dealing with the admissions.

5. Credit Requirements:

- a. For successful completion of the Programme, a student shall be required to accumulate a total of 120 UG Credits as under:

Course Type		Credits Required	Total Contact Hours with Teacher		Other Work Load or Self-effort (in Hours)	Total Hours of Student Effort
			Lectures	Lab / Fieldwork / Tutorial etc.		
Core Courses	Compulsory (60%)	72	720	360	1080	2160
	Open (10%)	12	120	60	180	360
Electives	Specialisation (10%)	12	120	60	180	360
	Open (10%)	12	120	60	180	360
Foundation	Human-Making (5%)	6	60	30	90	180
	Skill-Development (5%)	6	60	30	90	180
Total Credit Requirements (100%):		120	1200	600	1800	3600

credits that a student may earn in a Semester shall not exceed 20, and he/she shall be required to register for such number of courses accordingly.

- c. In order to enable a student to pursue the chosen Programmes of Studies at his/her own pace, a student may be permitted to register for fewer courses than the maximum prescribed for a semester subject to the condition that no student shall be permitted to register for less than 50% of the maximum prescribed courses in any semester. Provided further that such students who register for less than 75% of the courses would be treated as Part-Time Students.

6. Conditions for the Award of Degree / Diploma / Certificate:

- a. **Graduation Degree:** A student admitted to the Programme shall be awarded Graduation Degree if he/she successfully completes 120 UG credits as per the course structure approved for the Programme of Study. However, in any case, maximum duration of the Programme shall not exceed seven years.
- b. **Certificate:** In case a student admitted to the Programme opts out of the Programme after successful completion of 40 UG credits, he/she shall be awarded certificate. Provided further that students opting out with the certificate may be permitted to get lateral entry into the Programme within a maximum period of four years to complete their Graduation Degree. However, in any case, maximum duration of the Programme shall not exceed seven years.
- c. **Diploma** In case a student admitted to the Programme opts out of the Programme after successful completion of 80 UG credits, he/she shall be awarded diploma. Provided further that students opting out with the diploma may be permitted to get lateral entry into the Programme within a maximum period of four years to complete their Graduation Degree. However, in any case, maximum duration of the Programme shall not exceed seven years.

ORDINANCE NO: 32

FEES AND OTHER CHARGES PAYABLE BY STUDENTS OF THE UNIVERSITY

(Under Section 28(1)(e) of the Central Universities Act 2009)

(Approved by the Executive Council and the Academic Council in their meetings held on 13th February, 2011 and 11th February, 2011 respectively)

1. The Executive Council on the recommendations of the Academic Council shall, from time to time prescribe the fees and other charges payable by the students of the University.
2. Details of fees and other charges payable by an applicant and students admitted to different Programmes of Studies shall be specified in the Admission Brochure / Prospectus issued by the University from time to time.
3. A student shall be deemed to have been admitted to a Programme of Studies only after he/she pays the fees as prescribed.

Due Date and Penalty for Delay & Default:

4. Fees and other charges, for a Semester shall be payable at the time of the commencement of the Semester and shall be required to be paid by students on or before the date fixed by the University.
5. All fees, as prescribed by the University shall be payable in lump sum at the time of admission and part payment shall not be allowed.
6. In case a student does not pay fees on time, he/she shall be liable to pay a fine as follows:
 - a. 10% of the total fees due for the first 10 days
 - b. 15% of the total fees due for the next 10 days
 - c. 20% of the total fees due for the next 10 days
7. In case a student fails to pay his/her fees within 30 days from the last date prescribed for the fees he/she shall be considered as defaulter and his/her name shall be removed from the rolls of the University.
8. The Vice-Chancellor or on his/her behalf any other officer to whom this power is delegated may, on the recommendations of the Dean of the School concerned, relax any of the conditions for payment of fees in special cases provided the student concerned submits a written application explaining the reasons for delay in payment of fees. Provided further, that applications for condoning delay in payment of fees should be submitted by the student well in advance, so that a decision may be taken in time.
9. A student whose name has been struck off from rolls of the University, due to non-payment of fees in time, may be re-admitted on the recommendations of the Dean of the School concerned and on payment of arrears of fees in full and other dues, together with a re-admission fees as fixed by the University. Provided further that request for re-admission shall be within the same semester and subject to the student fulfilling the requirement of minimum attendance as prescribed by the university.
10. In case a student proposes to withdraw from the University, he/she shall be required to submit a written application in advance to the Dean of the School concerned through the Head of the Department / Centre intimating the date of his/her withdrawal, failing which he/she shall continue to be on the rolls of the University for the duration of the Semester and shall accordingly be liable to pay the prescribed fees for the whole semester.

11. In case a student, after completing all admission formalities changes his/her Programme of Studies, he/she shall be required to pay the differential fees, if any, by the stipulated date.

Fees Chargeable from NRI / PIO/ Foreign National Category:

12. Candidates admitted under the NRI/PIO Category shall be required to pay a sum of US\$ 1000/- (or an equivalent sum in Indian Rupees) per semester in addition to the normal fees as applicable to the Programme of Studies to which admitted;
13. Candidates admitted under the Foreign National Category shall be required to pay a sum of US\$ 1500/- (or an equivalent sum in Indian Rupees) per semester in addition to the normal fees as applicable to the Programme of Studies to which admitted;
14. Foreign students nominated / sponsored by Government of India under various Cultural Schemes would pay normal fee at par with Indian students.

Free-ships / Half-free-ships:

15. In order to support the meritorious but needy students, the university shall grant free-ships to certain percentage of its students, limited to the percentage as may be prescribed by the University Grants Commission (UGC) in this regard from time to time.
16. Award of free-ship shall mean and include exemption from the payment of all fees chargeable by the university on per credit basis, as notified in the prospectus, and shall also include exemption from professional development fees chargeable by the university, if any.
17. Such free-ships shall be granted by the Dean of the School concerned, on the recommendations of a Committee consisting of the following:
 - a. Dean of the School – Chairman
 - b. Heads of Department / Director of Centres of the concerned School.
 - c. One student from each Department / Centre of the School concerned nominated by the Vice-Chancellor on the recommendation of the Dean
18. In case the number of applicants seeking free-ships exceeds the number of free-ships available, the committee referred to as above may recommend half free-ships to some of the applicants so that the total of free-ships does not exceed the prescribed percentage.
19. Applications for free-ships shall be submitted on the prescribed form to the Dean of the School concerned through the Head of the Department / Director of the Centre within 30 days from the date of commencement of the Semester or by such other date as may be specified by the Dean.
20. While making recommendations on the application of students for grant of free-ship/half-free-ships, the following factors shall be taken into account:
 - a. Financial position of the student;
 - b. Academic record of the student;
 - c. Conduct, regularity and punctuality of the student;
 - d. Progress and performance of the student in studies;
 - e. Any other factor, which shall also be recorded.

21. The list of students selected for the grant of free-ships / half-free-ships shall be notified by the Dean of the School concerned within 30 days from the last date of the receipt of application.
22. Free-ships / half-free-ships granted during the academic year shall not be renewed automatically in the following year. The Students in need of such concession shall be required to submit fresh applications every year, which shall be considered along with new applications received in the year.
23. A free-ship / half-free-ship granted to a student may be cancelled if his/her conduct or progress in studies is found to be unsatisfactory.

Fee Concession for Differently-abled students:

24. Visually challenged students shall be exempted from payment of Tuition Fees and Professional Development Fees chargeable by the university, if any.
25. Physically challenged Students shall be exempted from the payment of Tuition Fees.
26. The differently-abled students shall also be eligible to apply for free-ship.

Fees Concession for SC / ST / Kashmiri Migrant Category:

27. Fees concession for SC / ST / Kashmiri Migrant students and any other category as per Govt. of India directives shall be applicable.

Refund of Fees in case of cancellation / Withdrawal of Admission:

28. In case a student, after having paid the fees, desires his/her admission to be cancelled, he/she shall be entitled to refund of fees subject to the following rules:
 - a. Students seeking withdrawal/cancellation of admission shall be required to apply in writing to the Dean of the School concerned;
 - b. In case a student submits application for withdrawal / cancellation of admission prior to the commencement of the academic session, he/she shall be refunded all fees and deposits after a deduction of `1000/- (Rupees One Thousand only), being the processing fees;
 - c. In case a student submits application for withdrawal/cancellation of admission after the commencement of the academic session but prior to the closing date of admission such that the seat consequently falling vacant is filled up by another candidate from the waiting list, by the last date of admission, he/she shall be refunded fees with proportionate deductions of monthly fees;
 - d. In case a student submits application for withdrawal / cancellation of admission after the last date of admission is over such that the seats consequently falling vacant could not be filled up by another candidate from the waiting list, he/she shall be refunded only the Security Deposit / Caution Money;
 - e. If a Student owes any money to the University on account of any damage, he/she may have caused to the University property, it shall be deducted from the Security Deposit due to him along with outstanding Tuition Fee and fines, if any.

Refund of Security Deposit / Caution Money etc.:

29. Security Deposit / Caution Money are refundable, on an application from the student on his/her leaving the University, after deducting all dues, fines and other claims against him.
30. In case a student does not claim the refund of any amount lying to his/her credit within one calendar year of his/her leaving the University, it shall be considered to have been donated by him/her to the Students' Aid Fund. (*Explanation: The period of one calendar year shall be reckoned from the date of announcement of the result of the examination taken by the student or the date from which his/her name is struck off from the rolls of the University*).

Examination Fees and Other Charges:

31. Examination fees, including the fees for the statement of marks, as prescribed by the University shall be collected along with fees at the time of admission and at the commencement of each semester;
32. No student shall be permitted to appear in examination unless he/she has paid all fees and cleared all other dues.
33. In addition to the examination fees, a student shall be required to pay additional charges/fees, as prescribed by the University. Details of Other fees and other charges payable by an applicant and students shall be notified in the Students Handbook issued by the University from time to time.
34. Request for addition/alteration in personal details of students as recorded in the Enrolment Register of the University may be considered only after the student has fulfilled the necessary formalities in accordance with rules. No change in the date of birth shall be made unless approved by the competent authority.

SCHEDULE – I

FEES PAYABLE BY THE STUDENTS OF THE UNIVERSITY

HEADS OF FEES/FUNDS	MBA / MBA (TT) / MSc / MSW / BSc. Hons School in Physics	MA / MLIS	UG Programmes of Study	Certificate	RD Programmes of Study
One Time					One Time
Alumni Registration Fee	100	100	10	00	100
Security Deposit / Caution Money (Refundable)	3000	1000	500	500	4000
University Registration / Enrolment Fee	500	500	100	100	500
Per Semester					Per Credit
Examination Fee	600	500	200	150	100
Research Supervision Fees	00	00	0	00	200
Subject Association Fund	200	50	00	00	20
Teaching Learning Resource Fund	400	50	20	20	30
Tuition Fee	2400	1000	500	100	200
Per Semester					Per Semester
Admission Fees	500	100	100	50	500
Campus Development & Beautification Fund	100	20	10	10	100
Convocation Fee	50	50	50	0	50
Cultural Activities Fund	50	20	20	20	50
Development Fund	500	50	50	10	500
Electricity & Water Fee	100	100	100	20	100
Foundation Day Celebration Fee	50	30	50	20	50
Games & Sports Fund	50	50	50	20	50
ICT Lab Fee	100	10	10	10	100
Language/Practical Lab Fee	200	100	100	10	100
Library Fee	100	20	20	10	400
Magazine Fee	50	50	50	20	50
Medical Fees	50	50	50	10	50
Non Residential Student Centre	0	0	0	0	50
Students Welfare Fund	100	50	50	20	50
Total (Per Semester)	5600	2300	1430	500	2200

NOTE:

The Fees payable by the students is fixed by the Executive Council on the recommendation of the Academic Council and is notified in the Admission Brochure / Prospectus issued by the University from time to time.

1. For RD Programme i.e. M.Phil / Ph.D. students:
 - a. Tuition fees shall be chargeable for the course work only
 - b. Examination fees shall be chargeable for the course work and for dissertation work only
 - c. Research Supervision fees shall be chargeable for dissertation work only
2. An additional fee towards Professional Development Fund shall be chargeable as under:
 - a. Rs.4000/- per semester from the students admitted to MBA / MBA (TT) / MSW / MSc / B.Sc. Hons School
 - b. Rs.1000/- per semester from the students admitted to all other PG Programme of Studies.
3. Tuition fee for offering audit course and 'I' grade will be Rs.100/- per credit
4. For 'F', 'I' and audit course, examination fee will be Rs.100/- per credit.

NOTE: For any Programme of Study in Sanskrit no tuition and admission fee shall be charged

SCHEDULE - II

OTHER FEES & CHARGES PAYABLE BY THE STUDENTS OF THE UNIVERSITY

S. NO	HEAD OF OTHER FEES / CHARGES	AMOUNT (₹)
1	Cost of Application Form including Prospectus	
	▪ If Downloaded / applying online	Free of Cost
	▪ If obtained by Hand in person	100/-
	▪ If obtained by Post	150/-
2	Application Fees including Fees for HEAT / FEAT / TREAT	
	▪ General Category Candidates	400/-
	▪ OBC Category Candidates	300/-
	▪ SC/ST/Physically Challenged Candidates	100/-
3	Re-registration / Re-admission Fees	500/-
4	Re-checking / Revaluation of examination results / per Answer Script	100/-
5	Duplicate copy of Statement of Marks / per Statement of Marks	100/-
6	Transfer / Migration Certificate	50/-
7	Duplicate Copy of Transfer/Migration Certificate	100/-
8	Provisional Certificate	100/-
9	Duplicate Copy of the Provisional Certificate	200/-
10	Degree Certificate (in Person)	100/-
11	Degree Certificate (In absentia)	200/-
12	Duplicate Copy of the Degree	200/-
13	Any other Certificate	50/-
14	Duplicate copy of any other certificate	100/-
15	Addition / alternation in the personal details in the Enrolment Register	500/-
16	Duplicate Identity Card / Library Card / Smart Card / any other Card	100/-
17	Application Fees for processing request for Transfer of Credits	500/-
^ The Other Fees & Charges payable by the students is fixed by the Executive Council on the recommendation of the Academic Council and is notified in the Students handbook issued by the University from time to time		

ORDINANCE NO: 33

TRANSFER OF CREDIT

(Under Section 6(2) (iv) of the Central Universities Act 2009)

(Approved by the Executive Council and the Academic Council in their meetings held on 13th February, 2011 and 11th February, 2011 respectively)

1. This Ordinance is aimed at providing a framework for promoting and facilitating the Inter-university transfer and mobility of students across different Universities of India and abroad that can work well.
2. This Ordinance is aimed at prescribing:
 - a) Procedure for facilitating and promoting transfer of credits earned by the students of this University to other Universities / Educational Institutions; and
 - b) Policy framework, procedure and conditions for accepting transfer of credits earned by a student from other Universities / Educational Institutions.

Facilitation for Transfer of Credits to other Universities / Educational institutions:

3. The University shall facilitate transfer of credits earned by its students to other Universities / educational institutions.
4. A student of the University seeking transfer of credit to other Universities/ institutions shall submit a written request, along with the fee as prescribed by the Academic Council from time to time, to the Controller of Examinations.
5. The Controller of Examinations, upon receipt of such request, shall issue a complete transcript of the Courses taken by the student in the University and shall forward the same along with the application of the students to the University/ institution concerned.

Policy and Procedure for accepting Credit Transfer from other Universities:

6. The University shall have a policy of accepting transfer of credits earned by a student from the following Universities / educational institutions / research institutions:
 - a) Universities recognised under Section 12(b) of the UGC Act.
 - b) Universities that are members of the Association of Indian Universities.
 - c) Such foreign Universities, the Courses / Programmes of which are recognised as equivalent to those of Indian Universities by the Association of Indian Universities.
 - d) Indian Institutes of Technology (IIT)
 - e) Indian Institutes of Management (IIM)
 - f) National Institutes of Technology (NIT)
 - g) Indian Institutes of Science Education and Research (IISER)
 - h) Indian Institutes of Information Technology (IIIT)
 - i) Schools of Planning and Architecture (SPA)
 - j) All India Institute of Medical Sciences (AIIMS)
 - k) Such Indian or Foreign University / educational institution / research institution with which the University has signed an MOU for students and faculty exchange.
 - l) Any other University / educational institution / research institution that has been recognised and approved for the purpose of credit transfer by the Academic Council of the University.

7. Request for acceptance of transfer of credits shall be:
 - a) entertained only if received from such candidates who have been duly selected for admission in a Programme of Studies, as per the rules governing admission in the University;
 - b) made by the student concerned within 10 days from the date of his/her admission in the University.
 - c) made in the prescribed format and along with the fees as prescribed by the Academic Council of the University from time to time.
 - d) supported by such documents as may be prescribed by the Academic Council.
8. Dean of the School concerned shall be the Nodal Officer for receiving and processing the request for accepting the transfer of credits. To facilitate and expedite the process, the Dean may constitute a Committee comprising a senior faculty as chairperson and two faculty members to process and finalise the request for acceptance of credit.
9. The maximum credits that can be accepted for transfer shall not exceed 25% of the total credits required for the completion of the Programme of Studies in which a student has been admitted.
10. Only such Courses may be considered for acceptance of credit transfer, in which the student has secured at least B grade / GPA of 2 or above / a minimum of 50% marks, as the case may be. In case a student has earned more credits from other Universities / educational institutions/ research institutions, the student may indicate his/her preference for credit transfer. However, the decision of the Dean of the School concerned in this regard shall be considered as final.
11. The credit equivalence for accepting credit transfer shall be determined as under:
 - a) for credit(s) earned by students from Universities that have the credit system in place, a Course work requiring 15 hours of contact hours shall be considered as equivalent to 1 credit of the University;
 - b) For Courses completed from Universities / educational institutions / research institutions that do not follow credit system but have semester system in place, a course work requiring a minimum 30 lecture hours per semester shall be considered as equivalent to 2 credits of the University; and
 - c) For Courses completed from Universities / educational institutions / research institutions that neither follow the credit system nor have the semester system, a Course work requiring formal classroom instruction/lab work of at least 2 hours per week it shall be considered as equivalent to 2 credits of the University.
12. The University may also permit its students to accumulate certain credits from other Universities / educational institutions / research institutions in full or partial fulfilment of the required Course work. In such cases:
 - a) The student shall be required to obtain prior approval of the Dean of the School;
 - b) The Courses can be undertaken only in the institutions specified in Para 8 above; and
 - c) The maximum number of credits that can be accumulated by a student from other institutions shall not exceed 25% of the total credits prescribed for the successful completion of the Programme of Studies

ORDINANCE NO: 34

CUHP UNIVERSITY MOTOR VEHICLE RULES

(Under Section 28(2) of Act and Statute 12(2)(xx) of the Central Universities Act 2009)

(Approved by the Executive Council and the Finance Committee in their meetings held on 11th June, 2011)

1. Control of University vehicles and responsibilities of Controlling Officers:

- 1.1 The University vehicle (s) will be under the administrative control of an officer not below the rank of an Assistant Registrar who will act as a Controlling Officer.
- 1.2 The Controlling Officer of the university motor vehicle(s) shall be responsible for the proper use, maintenance and repair and shall ensure that it is not used in an unauthorised manner and for regulating its journeys generally in accordance with these rules.
 - 1.2.1 He shall personally check the inventory of equipments every month and arrange to recover any loss arising out of negligence or fault from the persons concerned. He shall also have the vehicle tested every six months for fitness for journeys and place a report on record.
- 1.3 The Controlling Officer will be responsible for renewal of Insurance, regular payment of taxes etc.
- 1.4 He shall be personally responsible for the proper and prompt recovery of all charges, recoverable for the use of vehicles for private purposes and credit the same to University Account.
- 1.5 On transfer from his post, the Controlling Officer of the vehicle will ensure that the vehicle is handed over to his successor (or to any other officer under the order of the Vice-Chancellor) with complete equipment and full compliments of spare wheels, tyres, tools and have this fact mentioned in his charge report while making and taking over the charge in token of the correctness of relevant entries in their documents on the date the charge is transferred.

2. Log Book and Repair / Replacement Register:

- 2.1 There shall be a Log Book for each vehicle maintained in **ANNEXURE - 1**.
- 2.2 Separate Log Books should be used for each vehicle and when a vehicle is transferred to another officer, all the Log Books related to that vehicle shall be transferred to that officer.
- 2.3 The entry shall be made then and there for each trip and the officer / official making use of the vehicle shall make the entries in their own handwriting and initial himself with his designation noting the mileage at the start and the end.
- 2.4 In the case of Statutory Officers, the entries in the Log Books may be made and signed by their Personal Assistants / Private Secretaries on behalf of the officers. The officers will, however, be responsible for the certificates regarding the purpose of the journeys performed which will be noted by the PA/PS in consultation with them.
- 2.5 Where it will not be in the public interest to give full details of the journeys in the Log Book, the insertion of the word 'secret' in the appropriate columns of the Log Book would

suffice. However, in order to check that there is no misuse of University vehicles in the guise of 'secret' duties, the corresponding entries in the Log Book should be countersigned by the Controlling Officer in token of the fact that the journey was of a secret nature and was performed for official purposes.

- 2.6 Where the Controlling Officer is not satisfied that the journey was performed for official purpose, he should endorse a remark to the effect 'non duty' whereupon the officer / official by whom the vehicle was used should be billed treating the journey as having been performed for private purpose.
- 2.7 Normally no vehicle shall be allowed to run without a speedometer. If however, the speedometer is under repair the actual road mileage performed shall be recorded.
- 2.8 The purpose for which the vehicle is used shall be recorded clearly. Vague entries (such as official, town trip, local trip etc.) shall be avoided.
- 2.9 In addition to Log Book a record of repairs and replacements indicating the cost and the dates on which carried out and of spare parts may be maintained in **Repair and Replacement Register in ANNEXURE - 2.**
- 2.10 The Finance Officer (or an officer not below the rank of Deputy Registrar, so authorised by the Vice-Chancellor) should scrutinize the Log Books once in three months to ensure that there is no misuse and that all officers who used the vehicle have made the necessary entries. A certificate to this effect should be recorded in the Log Book by the officer so authorised.
- 2.11 The Log Book shall be closed at the end of the month and a summary prepared in the Log Book showing details of duty and non-duty journeys performed during the month.
- 2.12 A Log book may be preserved for a period of five years reckoned from the date of the last entry in it or one year after its examination by audit, whichever is earlier, provided, however, that no Log Book becoming due for destruction after the stipulated period, should be destroyed until the settlement of all audit objections relating to any entry therein.

3. Duties and Responsibilities of the Driver:

- 3.1 Each vehicle shall be under the sole charge of a qualified driver and can, under order of the Controlling Officer of the vehicle, be transferred from the charge of one driver to another.
- 3.2 As a rule, none other than the driver of the vehicle shall be allowed to drive or otherwise handle the vehicle.

Provided that nothing contained in this sub-rule shall be applicable to officials / officers who are competent to inspect or test the vehicles on inspection for purposes of testing.

Provided further that if any officer or any other authorised person travelling in a vehicle is satisfied that the driver is temporarily incapacitated from managing the vehicle due to fatigue, illness or any other reason, he may take over the vehicle or otherwise handle the vehicle, provided that he holds a current valid driving licence to drive a vehicle at that time.

- 3.3 The driver of a vehicle shall work under the order, direction or instructions of the Controlling Officer of the vehicle.

- 3.4 It shall be the duty of every driver to keep both inside and outside of his vehicle clean and also to keep all connections and joints so tight that there is no leakage of fuel, oil, air or water anywhere in several systems of vehicle
- 3.5 Before the driver takes out the vehicle from the parking centre, it will be his duty :
- (i) To check engine gear, differential oil, tyre pressure including step any;
 - (ii) To ensure that all wheel nuts are properly tightened;
 - (iii) To ensure that all tools prescribed are in the vehicle.
 - (iv) To ensure that the Log Book is in the vehicle and entries for start and end of journeys are made and countersigned by the official / officer concerned;
 - (v) To ensure that no unauthorised person writes the Log Book;
 - (vi) To ensure that vehicle is taken out only on receipt of an authorised slip signed by the Controlling Officer of the vehicle; and
 - (vii) To carry the vulcanising unit and other material to patch punctures, should they occur en-route.
 - (viii) If any accident occurs when there is no official passenger in it, it will be the driver's duty to report the accident at the nearest Police Station and give a full report on his return to headquarters, to the Controlling Officer.
 - (ix) The Driver will keep an account and watch the mileage / kilometers done and see that the vehicle is serviced when it is due.
 - (x) It will be the duty of the driver to report to the Controlling Officer, all defects, noises etc. noticed on journey and the Controlling Officer will then see that the defects in the vehicle are attended to by the University workshop.
 - (xi) A complete list of tools etc. in a vehicle must be entered in the Log Book of the vehicle and periodically inspected by the Controlling Officer. If any item is missing the cost should be deducted from the pay of the Driver.
 - (xii) Excepting the circumstances given in the proviso to rule 3.2, a driver should not allow any officer / official to drive a vehicle. If any official / officer insists on driving vehicle it will be duty of the driver to inform the Controlling Officer, who will then bring the matter to the notice of the Vice-Chancellor.
 - (xiii) Driving of any vehicle on any unauthorised road or in any area in excess of the speed limit shall be the responsibility of the Driver.
- 3.6 The Log Book shall remain in the custody of the driver. Among other requirements of the columns of the Log Book, emphasis must be laid on:
- (i) Proper classification of the purpose of journey ;
 - (ii) Immediate entry of the petrol, diesel, oil and lubricant put in the fuel tank or served to the parts of the vehicle, as no separate stock account is required to be kept there-of.
 - (iii) The reading of milometer after each journey and/or in the case of tractor the duration of each operation giving the time of hours spent and stoppage thereof.
 - (iv) Monthly petrol / diesel performance of the vehicle shall be worked out by the driver of the vehicle at the end of each month and entry in the Log Book indicating the actual mileage per litre obtained during the month. This may be got checked from the Controlling Officer of the workshop so as to ensure that the consumption of fuel etc., as compared to mileage covered is upto the mark.
 - (v) If the consumption of the petrol is excessive, the matter shall be investigated by sending the vehicle to the University workshop and defects rectified, if any.

4. Use of University Vehicles for Official Purposes:

- 4.1 For official touring outside University campus.
- 4.2 The journeys on bona fide official duties at headquarters, for example for proceeding to a place where official meetings or other official functions are held.
- 4.3 The use of the University vehicles by Statutory Officers for attending parties, receptions, etc., for which invitations have been extended to them by virtue of their office and which, in their discretion, they decide to attend.
- 4.4 The journeys performed by non-officials, who are asked to attend an official meeting in public interest, and who, after the meeting is over have to be dropped at their respective places of business / residence.
- 4.5 The journeys performed when officers / officials have to be picked up from their residences or dropped back in cases, when they are required to attend meetings (a) during the normal working hours if the meetings have been convened at places outside their normal places of work or (b) outside the normal working hours.
- 4.6 The use of the University vehicles for short journeys of VIPs, invitees to University conferences / functions and outside members of the Selection Committees etc. may be permitted free of charge by the Controlling Officer with the permission of the Vice-Chancellor.
- 4.7 The journeys performed by the employees of the University from their offices to railway stations, bus-stands and vice-versa at the headquarters while proceeding or returning from official tour, will also be regarded as official duty.
- 4.8 Where an employee, while on duty gets seriously ill or on meeting an accident or is disabled and his immediate removal from office to some hospital or to his residence is necessary, journey so performed shall be treated as official.
- 4.9 In case the Medical Officer(s) of the University requisitions the University vehicle for taking an employee of the University for admission to the hospital outside the campus of the University, such journey shall also be treated as official.
- 4.10 The journeys by the staff between office and residence performed between 8 p.m. and 6 a.m. or for staying late in office on special assignments such as budget work, finalisation of plans, law and order problems or other important items of work which cannot be postponed till the next working day, shall be treated as official, provided that such staff is not in receipt of any other remuneration for prolonged detention in office.
- 4.11 The University vehicles should not be used by officers on leave.
- 4.12 The officers who have been provided with the facility of University vehicle for commuting between office and residence shall have an option either to avail themselves of the facility of university vehicle or to switch over to the payment of Transport allowance, as admissible under the rules.
- 4.13 In case they opt for the latter, they may be paid the allowance at rates as applicable to them, subject to the condition that the facility of university vehicle shall be withdrawn from the date they opt for the allowance.
- 4.14 In case they opt for the former the allowance shall not be admissible to them and they would not be required to make any payment for the facility of vehicle between office to residence and vice-versa.

- 4.15 The consumption of petrol / diesel in the vehicle attached with the officers who thus opt for availing themselves of the facility of university vehicle shall be 600 litres per quarter.

5. Use of University vehicles for non-duty purposes:

- 5.1 The use of University vehicles for non-duty journeys is not normally to be allowed by any Controlling Officer. However, in cases of some unavoidable circumstances, the use of university vehicles for non-duty purposes, can be permitted only by the Vice-Chancellor or an officer authorised by him. This shall be always subject to the condition that their use for such purposes shall not interfere in any way with official performance.
- 5.2 The use of vehicles is not permissible for journeys to places of entertainment, public amusements, parties and pleasure trips, etc.
- 5.3 The duty journeys shall have preference over non-duty journeys.
- 5.4 The rate to be charged for non-duty journeys and detention charges will be as prescribed by the University from time to time.
- 5.5 The wives of the officers (teachers including employees) performing journeys in University transport / staff cars can travel in the same vehicles with officers concerned, without any charges provided that the officers take their Stenographers / Personal Assistants and peons with them in case they are also required to perform the journeys for the same purpose and provided further that the accommodation in the vehicles is not required for any other public purposes. Travelling of young children along with the wives of the officers (teachers including employees) concerned will not constitute an abuse of the concession.
- 5.6 The Persons other than members of the family shall not be entitled to travel in University vehicle.
- 5.7 When a vehicle is used partly for private purposes and partly for University work, the charge to be recovered from each party will be fixed by the Controlling Officer of the vehicle according to circumstances of the case.

6. Miscellaneous:

- 6.1 The purchase of vehicle and its mode and model shall be as decided by the Vice-Chancellor in each case.
- 6.2 The Inspecting officials of the Finance Wing and audit staff will ensure regular checking and inspection of all records during their visits and see that all the columns are properly filled in.
- 6.3 All vehicles shall be parked at the specified place during the night at each campus of the University. On no account shall an officer who might be using a vehicle park it at his residence or at any unauthorised place unless exceptional circumstances so warrant.
- 6.4 Locking arrangements should be provided for the petrol/diesel tank of the vehicles and the keys of the lock should be with the Controlling Officer.
- 6.5 The petrol / diesel added during the month shall represent total quantity of the petrol / diesel used during the month. Mileage covered be read from the milometer readings and the consumption per litre be recorded.
- 6.6 Similarly the record of lubricant oils added should be recorded in the log book in particular column.

- 6.7 Whenever a Controlling Officer finds or is of the opinion that a vehicle is giving less kilometres per litre, he should send the vehicle for check up at the authorized service station of the manufacturer of the vehicle.
- 6.8 If a vehicle is found uneconomical in view of the expenditure on repairs and the average of kilometre run per litre, a certificate to the effect that vehicle is not fit for any further economical use, shall be obtained from the university mechanical engineering workshop or the transport workshop of a Central or State Government or State Transport Corporation.
- 6.9 The old and unserviceable vehicles will be disposed of to the best advantage of the University. As per rules of the University / General Financial Rules.
- 6.10 A vehicle declared unserviceable shall be auctioned through the procedure of open tender and the value of disposal shall be the highest bid.
- 6.11 The Auction Committee shall be as constituted by the Vice-Chancellor from time to time and its proceedings shall be approved by the Vice-Chancellor, before the vehicle is disposed.
- 6.12 The 1,50,000 distance run (kilometres) or 6 ½ years length of use (in years), whichever is reached later shall be the normal life of a vehicle for its disposal or condemnation.
- 6.13 In such situation / cases not covered in these rules, the provisions of GFR and instructions of Government of India, Ministry of Human Resource Development and the University Grants Commission, shall be followed.
- 6.14 In case of any doubt or contradiction of these rules, the provisions of GFR and instructions of Government of India, Ministry of Human Resource Development and the University Grants Commission, shall prevail.
- 6.15 The Vice-Chancellor may relax any of the provisions outlined in these rules.

ANNEXURE - 1

[See Rule 2.1]

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (H.P)

VEHICLE LOG BOOK

(Left side of Page)

Vehicle No. _____

Sr. No.	Date of Journey	Detail of Journey		Time of Journey		Speedometer Reading		Kilometre travelled	Name of person travelled or detail of material carried	Whether on University duty or private	Signature of driver	Signature of Officer who travelled
		From	To	Commenced at	Completed at	Commencement of Journey	At the end of Journey					

Detail of Petrol/ Diesel			Purchase of lubricant oils	Amount recovered on account of private		Signature of controlling officer	Brief purpose of journey
In tank at commenced of Journey	Purchased during journey	Balance in tank at the end of journey		Amount	Receipt No. Date		

ANNEXURE - 2

[See Rule 2.9]

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (H.P)

REPAIR AND REPLACEMENT REGISTER

1. Name of Department / Office
2. Model of the Vehicle / Chassis No.
3. Engine No.
4. Date of Purchase
5. Cost of the vehicle
6. Registration No.

Sr. No. (1)	Date of repairs (2)	Name of the dealer from whom the car has been got repaired (3)	Nature of repairs carried out (4)	Bill No. and date (5)	Expenditure incurred (6)	Progressive expenditure (7)	Remarks, if any (8)	Signature of the Controlling Officer (9)

ORDINANCE NO: 35

CUHP PROCUREMENT OF GOODS AND SERVICES RULES 2010

(Under Section 28(2) of Act and Statute 12(2)(xx) of the Central Universities Act 2009)

(Approved by the Executive Council and the Finance Committee in their meetings held on 11th June, 2011)

Short title and commencement:

These rules may be called “CUHP Procurement of Goods and Services Rules 2010” and shall come into force from the date of notification.

Objective of these Rules:

Every organization, including Universities, spends a sizeable amount of its budget for purchasing various types of goods to discharge its duties and responsibilities for achieving its objectives. It is imperative that the purchases are made following a uniform, systematic, efficient, cost effective and transparent procedure, in accordance with the relevant rules and regulations of the Government. Similarly, the organizations are also required to utilize the services of the consultants etc. for running their activities. In order to undertake the procurement of goods and services, various functionaries in the hierarchy of an organization are generally delegated financial powers, which are expected to be exercised by them in conformity with the orders and guidelines issued by the authorities covering financial, vigilance, security, safety and other regulatory aspects. The employees of the university especially the ministerial and technical, and the Drawing and Disbursing Officers, Controlling Officers and the sanctioning authorities are required to understand the various implications involved in public procurement and to comply with rules while dealing with accounts and other procedures involved.

It is therefore important that public procurement of goods or services guided by high standards of financial discipline for making it not only fair and transparent but also to observe the canons of financial propriety so that diverse practices and discretionary methods do not tend to create confusion in the long run. Thus it is imperative to have proper prescribed procedure, in this behalf so that no difficulty is faced by the staff on the one hand and on the other the probability of undergoing unintentional procedural lapses could be ruled out. Without purporting to be a comprehensive compendium of all statutory provisions, rules, regulations, orders and guidelines on the subject of public procurement, these rules are intended to serve as a guide and reference book in the University. It contains three parts viz. **PART - I** deal with procurement of goods, **PART - II** deal with contracting and outsourcing of services and **PART - III** contains delegation of financial powers.

Definition of Goods and Services:

The term ‘Goods and Services’ used in these rules include all articles, material, commodities, livestock, general furniture / laboratory furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, chemicals, solvents, gases, glasswares, stationery, liveries and any other item meant for office, laboratories, teaching, research, development, purchased or otherwise, acquired by the University in discharge of its duties and responsibilities for achieving its objectives.

It also includes Annual Maintenance Contracts of goods and equipment purchased or otherwise acquired for the use of the University offices and laboratories, outsourcing activities relating to housekeeping, security, cleaning, custom clearance and cargo handling, export of goods, professional consultant services, computer and network management, software and web design, special storage and communication facilities.

It excludes books, publications, periodicals, etc. for library, and works relating to engineering services, for which the university may provide different set of rules.

Terminology and Abbreviations:

In these rules, standard terminology of accounts and finances has been adopted. In certain areas, there may be two or more widely used terminologies bearing the same meaning as mentioned below:

- (i) Tender, Bid, Quotation. (Meaning: offer received from a supplier)
- (ii) Tenderer, Bidder. (Meaning: an entity who seeks to supply goods by sending tender / bid)
- (iii) Tender Enquiry Document, Tender Document, Bidding Document, Expression of Interest (EOI). (Meaning: a detailed document issued by the purchaser specifying his needs and the requirements that a potential tenderer / bidder must meet).
- (iv) Notice Inviting Tenders, Invitation for Bids (Meaning: advertisement containing brief details of the requirement).
- (v) Earnest Money Deposit, Bid Security. (Meaning: monetary guarantee furnished by a tenderer along with its tender)
- (vi) Security Deposit, Performance Security. [Meaning: monetary guarantee furnished by the successful tenderer for due performance of the contract concluded with it.
- (vii) Purchase Order, supply order (Meaning order placed on a supplier for the purchase or supply of goods)

Standard Abbreviations:

There are certain standard abbreviations frequently used in procurement matters. These abbreviations have also been used in these Rules. Some important abbreviations are listed below for ready reference:

- (i) ACASH Association of Corporations and APEX Societies of Handlooms
- (ii) A/T Acceptance of Tender
- (iii) ATI/ATE Advertised Tender Enquiry
- (iv) BD Bid Security
- (v) BG Bank Guarantee
- (vi) CD Custom Duty
- (vii) CIF Cost, Insurance & Freight
- (viii) CIP Carriage and Insurance Paid
- (ix) CPSU Central Public Sector Undertaking
- (x) DGS&D Directorate General of Supplies & Disposals
- (xi) DP Delivery Period
- (xii) ED Excise Duty
- (xiii) EMD Earnest Money Deposit
- (xiv) FM Force Majeure

- (xv) FOB Free On Board
- (xvi) FOR Free On Rail
- (xvii) KVIC Khadi Village Industries Commission
- (xviii) LC Letter of Credit
- (xix) LD- Liquidated Damages
- (xx) LPP Last Purchase Price
- (xxi) LSI Large Scale Industries
- (xxii) LTI Limited Tender Enquiry
- (xxiii) NSIC National Small Scale Industries Corporation
- (xxiv) PO Purchase Order
- (xxv) PSU Public Sector Undertaking
- (xxvi) RC Rate Contract
- (xxvii) RR Railway Receipt
- (xxviii) SO Supply Order
- (xxix) SSI Small Scale Industries
- (xxx) ST Sales Tax
- (xxxi) STI Single Tender Inquiry
- (xxxii) TPC Tender Purchase Committee
- (xxxiii) VAT Value Added Tax
- (xxxiv) WDO Women's Development Organization

PART - I: PROCUREMENT OF GOODS

PART - I: PROCUREMENT OF GOODS

1. Fundamental principles of public procurement:

- 1.1 Every authorized officer delegated with the financial powers for procurement of goods in public interest shall be responsible and accountable to bring efficiency, economy and transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement.
- 1.2 In making public procurement the following procedure shall be followed, namely:
 - 1.2.1 The specifications in terms of quality, type and quantity of goods to be procured, shall be clearly spelt out keeping in view the specific needs of the Procurement Entity. The specifications shall meet the basic needs of the Procurement Entity. Purchases shall not be made in excess of requirement to avoid inventory carrying costs;
 - 1.2.2 Offers shall be invited by adopting a fair, transparent and reasonable procedure;
 - 1.2.3 The procurement entity shall satisfy itself that the selected offer adequately meets its requirement in all respects;
 - 1.2.4 The procurement entity shall satisfy itself that the price of the selected offer is reasonable and as per specified quality; and
 - 1.2.5 At each stage of procurement, the concerned procurement entity shall place on record, in precise terms, the points taken into consideration by it at the time of taking the procurement decision.

2. Authorities competent to purchase goods:

A competent authority which is empowered to incur contingent expenditure may sanction the purchase of goods required for use in public interest, in accordance with delegation of financial powers as may be prescribed.

3. Sources of procurement:

Save as otherwise provided, all purchases in the University shall be made:

- 3.1 **On Rate Contracts entered into by the University:** The University may enter into rate contract with one or several firms for procurement of articles frequently required throughout the year e.g. stationery, chemicals, glass wares, furniture etc. The rate contracts shall be entered into by the Finance Officer with the approval of the Vice-Chancellor on the recommendation of Central Purchase Committee. The procedure to be followed for entering into rate contract shall be as per **ANNEXURE - I**. The tender form and the standard terms and conditions for the tender shall be as per **ANNEXURE - I(IV)**.
- 3.2 **On Rate Contracts of the Director General, Supplies and Disposal, Govt. of India:** The University may also procure such goods, items, consumables on the basis of rate contracts registered and concluded by the Office of the Director General Supplies and Disposal, Govt. of India, as adopted by the University from time to time.

- 3.3 **Through Registered Suppliers:** With a view to establish reliable sources for procurement of goods commonly required by the University, especially for the supply of goods like laboratory wares, equipments, chemicals, stationeries, furniture, etc., the Finance Officer, with the approval of the Vice-Chancellor on the recommendation of Central Purchase Committee, shall prepare and maintain item-wise lists of eligible and capable suppliers. They shall be termed as 'Registered Suppliers'. The following procedure for registration of suppliers shall be followed:
- 3.3.1 The suppliers shall be registered for a fixed period (between 1 to 3 years) depending upon the nature of the goods on deposit of requisite registration fee fixed by the Finance Officer subject to fulfillment of other terms and conditions as may be specified by the University from time to time.
 - 3.3.2 At the end of this period, the registered suppliers willing to continue with registration shall apply afresh for renewal of registration. The registration shall be renewed from time to time by the Finance Officer on the deposit of renewal fee fixed by him subject to fulfillment of such other terms and conditions as may be specified.
 - 3.3.3 New supplier(s) may be considered for registration at any time, provided they fulfill all the required conditions.
 - 3.3.4 Such registered suppliers shall be exempted from furnishing bid security / earnest money along with their bids.
 - 3.3.5 Only those suppliers could be considered for registration who would prima facie eligible for consideration for procurement of goods through Limited Tender Enquiry.
 - 3.3.6 Credentials, manufacturing capability, quality control systems, past performance, after sales services and financial background of the supplier shall be carefully verified before registration.
 - 3.3.7 The performance and conduct of every registered supplier shall be watched by the procurement entity.
 - 3.3.8 The registered suppliers shall be removed if they fail to abide by the terms and conditions of the registration or fail to supply the goods in time or supply substandard goods or make any false declaration to any procurement entity or for any ground which, in the opinion of the said entity, is not in the public interest.
- 3.4 **Enlistment of Indian Agents:** As per compulsory enlistment scheme of suppliers, the Finance Officer shall with the approval of the Vice-Chancellor on the recommendation of Central Purchase Committee, enlist the Indian Agents. It shall be compulsory for Indian Agents who desire to quote directly on behalf of their foreign principals to get them enlisted with the Finance Officer. However, such enlistment shall not be equivalent to registration of suppliers.
- 3.5 **Purchase of goods without quotations:** The purchase of goods up to monetary value as per schedule of delegation of financial powers, may be made by the concerned authorized officers / functionaries of the University without inviting quotations or bids, on the basis of a certificate to be recorded by such officers / functionaries in the following format:
- "I _____, am personally satisfied that the goods purchased are of the requisite quality and specifications and have been purchased from a reliable supplier at a reasonable price."*

- 3.6 **Purchase of goods by the Purchase Committee:** The purchase of goods costing above the limit prescribed for purchase without quotations and upto `1,00,000.00 only on each occasion may be made on the recommendations of a duly constituted Local Purchase Committee consisting of three members of an appropriate level as decided by the Head of Department / School / College / Centre. The Committee will survey the market to ascertain the reasonableness of rates, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record the following certificate:

“Certified that we, the members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question”.

- 3.7 **Preferential / Mandatory Purchase from certain sources/at approved rates from Government agencies:**

3.7.1 **Khadi Goods / Handloom Textiles:** The purchases as far as possible, in respect of hand spun and hand woven textiles (khadi goods), may be made from Khadi and Village Industries Commission (KVIC) or notified handloom units through the Association of Corporations and Apex Societies of Handlooms (ACASH) and Women’s Development Organisations (WDO), to the extent they can supply and the balance from other sources. The purchase may also be made from approved Government agencies like Super Bazar Markets, Cooperative Societies, small scale industrial units so as to encourage development of industries of the country and especially those run on cottage or cooperative basis to the utmost possible extent, consistent with economy and efficiency. For this purpose, the goods so manufactured by such agencies may be treated as reserved items.

3.7.2 **Reserved Products of SSI:** The purchase may also be made from approved Government agencies like Super Bazar Markets, Cooperative Societies, small scale industrial units so as to encourage development of industries of the country registered with National Small Industries Corporation (NSIC) and especially those run on cottage or cooperative basis to the utmost possible extent, consistent with economy and efficiency. For this purpose, the goods so manufactured by such agencies may be treated as reserved items.

3.7.3 **Purchase of aesthetic value items:** The purchase of aesthetic value items especially required for Guest Houses, Canteens, Reception, Corridors, Conferences / Training halls etc. like art, craft, furnishing, decorative items, crockery, cutlery, bed linens, curtains etc. where the aesthetic value, make, finish, pattern, colour, design, quality, feel, appearance, etc. dominate the decision making, shall be considered by the Purchase Committee constituted by the Vice-Chancellor irrespective of value.

- 3.8 **Purchase of goods by obtaining bids:** Except in cases of purchases covered under 3.1, 3.2, 3.5, 3.6 and 3.7, the purchase of goods shall be effected by various functionaries under the powers delegated to them, by following the standard method of obtaining bids through:

Limited Tender Enquiry
Single Tender Enquiry
Advertised Tender Enquiry
Two bid system

3.8.1 **Limited Tender Enquiry:** The limited tender enquiry i.e. direct invitation to a limited number of Firms, may be adopted in the following cases:

- (i) When estimated value of the goods to be procured is upto `10 lakhs The copies of the bidding document should be sent directly by speed post / registered post / courier or e-mail to firms dealing in required goods to obtain more responsive bids on competitive basis including the firms which are borne on the list of registered suppliers for the goods in question. Further web based publicity should also be given for limited tenders. Efforts should also be made to identify a higher number of approved suppliers to obtain more responsive bids on competitive basis.
- (ii) The purchase of goods through the procedure of limited tender may also be adopted even in cases where the estimated of goods to be procured in above `10 lakh if the procurement entity certifies that the demand is urgent and procuring of goods through limited tender system as also the additional expenditure, if any, involved in by not adopting the system of advertised tender, is justified in view of urgency indicating therein reasons why the procurement could not be anticipated.
- (iii) The purchase of goods through the procedure of limited tender may also be adopted even in cases where the estimated value of goods to be procured in above `10 lakh when there are sufficient reasons to be recorded by the procurement entity that it shall not in the public interest to procure the goods through advertised tender enquiry.
- (iv) Similarly, the purchase of goods through the procedure of limited tender may also be adopted even in cases where the estimated of goods to be procured in above `10 lakh when the procurement entity certifies that the sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped, is remote.
- (v) Sufficient time, not less than two weeks, should be afforded to the firms for submission of their bids in limited tender enquiry system.
- (vi) Generally, the number of supplier firms in Limited Tender system should be more than six. The purchases under limited tender system should normally be considered when the number of responding suppliers / firms is not less than three. However, the cases where responding firms is less than three could also be considered for reasons to be recorded in writing.

3.8.2 **Single Tender Enquiry:** The procurement of goods from a single source may be resorted to in the following circumstances:

- (i) When it is in the knowledge of the procurement entity that only a particular firm is the sole manufacturer of the required goods;
- (ii) In a case of emergency, the required goods are necessarily to be purchased from a particular source and the reason for such decision is to be recorded in writing and approval of the Vice-Chancellor is obtained;
- (iii) For standardization of machinery or spare parts to be compatible to the existing sets of equipment (on the advice of a competent technical expert and approved by the Vice-Chancellor), the required item is to be purchased from a selected firm only;

- (iv) For additional purchase of goods from the original suppliers, which are intended either as part replacement of existing goods, services or installations or the extension of existing goods, services or installations, where such additional purchase of equipments and services shall meet the requirement of the procurement entity for utilizing the already existing equipments or services.
- (v) The purchases through single tender enquiry should be kept to the barest minimum and must be approved by the sanctioning authority after satisfying itself that such procurement is unavoidable.

Provided that in cases covered under sub-rules (i), (iii) and (iv), the articles of proprietary nature shall be purchased after obtaining a certificate from the manufacturers or sole agents as the case may be, to the effect that the rates quoted by them are identical to those approved by Director General of Supplies and Disposal, Government of India or that the rates quoted by them are similar to those quoted by them in any other State or similar Department / University in the country.

Provided further that a certificate in the following form shall be provided by the Procurement Entity before resorting to purchase of goods through single tender system:

*"Certified that the indented goods are manufactured by
M/S _____;*

*that no other make or model is acceptable for the following
reasons: _____; and*

*that the concurrence / approval of the Vice-Chancellor has been
obtained through finance wing vide letter No. _____
dated: _____"*

***Signatures of procuring officer
(with designation & date)***

3.8.3 Advertised Tender Enquiry:

- (i) Subject to exceptions under the procedure of single tender enquiry and limited tender enquiry, the method of advertised tender enquiry should be followed for procurement of goods of estimated value of `10 lakh and above. The advertisement in such cases should be given at least in three leading newspapers.
- (ii) In addition, all advertised tender enquiries should be published on website. The web site address should also be given in the advertisement published in the newspapers.
- (iii) The complete tender document shall also be posted on the web site and prospective bidders shall be permitted to make use of the documents downloaded from the web site. Specific mention shall also be made in the tender documents for comprehensive maintenance contract where

ever required. If such a tender document is priced, clear cut instruction shall also be made for the bidders that the tender form could also be downloaded from the web site and to pay the required amount by demand draft along with the bid.

- (iv) Where it is felt by the procurement entity that the goods of the required quality and specifications may not be available in the country and it is necessary to also look for suitable competitive offers from abroad, the tender notice may also be sent to the Indian embassies abroad as well as to the foreign embassies in India. The selection of embassies shall depend on the possibility of availability of the required goods in such countries.
- (v) Ordinarily the minimum time to be allowed for submission of bids shall be three weeks from the date of publication of the tender notice or availability of the tender documents for sale, whichever is later. Where it is contemplated to obtain bids from abroad, the minimum period shall be four weeks for both domestic and foreign bidders.
- (vi) All the terms and conditions stipulations and information to be incorporated in the tender documents shall contain instructions to bidders, conditions of contract, schedule of requirements, specifications and allied technical details, price schedule (to be utilized by the bidders for quoting their prices), contract form and other standard form, if any, to be utilized by the procurement entity and the bidders.
- (vii) The purchases should normally be considered when the number of responding suppliers/firms is not less than three. However, the cases where responding firms is less than three could also be considered for reasons to be recorded in writing.

3.8.4 **Two bid system:** For purchasing high value plant and machinery of a complex and technical nature, bids may be obtained in two parts as under:-

- (i) Technical bid (**ANNEXURE - II**) consisting of all technical details along with commercial terms and conditions and financial bid (**ANNEXURE - III**) indicating item-wise prices for the items mentioned in the technical bid shall be submitted separately by the bidders;
- (ii) The technical bid and the financial bid shall be sealed by the bidder in a separate covers duly super-scribed. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly super-scribed. The technical bids shall be opened at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the purchase order or the contract.

3.9 **Purchases on proprietary basis:** The purchases on proprietary basis can be resorted to only when:

- 3.9.1 It is in the sure knowledge of the procurement entity that the item to be procured is manufactured only by a particular manufacturer and that there is no other option except to purchase this item as it is having unique feature which is essential for the activity for which it is required which is not available in any other similar equipment.

- 3.9.2 Spares, accessories, consumables etc. need to be procured which are required to be compatible with the existing sets of equipment for standardization of machinery.
- 3.9.3 All purchases made on proprietary basis are on single tender basis while items procured on single tender basis need not always be necessarily proprietary in nature.
- 3.9.4 It must be ensured that such procurement is made for meeting the immediate needs and not intended to stock over a long period of time.
- 3.9.5 The reasonability of prices and acceptability of other terms and conditions should be confirmed by the procurement entity before placing the order.

4 Maintenance Contract:

Depending upon the cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contract(s) of suitable period either with the supplier of the goods or with any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are especially needed for sophisticated and costly equipment and machinery. It may however be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warrant period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.

5 Securities:

- 5.1 **Bid Security / EMD:** To safeguard against a bidder's withdrawing or altering its bid during the bid validity in the case of advertised or limited tender enquiry, the bid security known as earnest money deposit is to be obtained from the bidders except those who are registered with the University, KVICs, Small scale industrial units or the Government / public sector undertakings.
 - 5.1.1 The bidders should be asked to furnish bid security along with the tenders in the shape of Account payee Bank Drafts or duly pledged Fix Deposit Receipts or a Bank Guarantee on acceptable form. A model format of Bank Guarantee for obtaining EMD is given at **ANNEXURE - IV**.
 - 5.1.2 The amount of such earnest money shall be between two to five per cent of the estimated value of goods to be procured as indicated in the tender documents.
 - 5.1.3 The earnest money of unsuccessful bidder(s) shall be refunded to them immediately after the expiry of final validity period of the tender as stipulated in the tender documents.
 - 5.1.4 The earnest money of successful bidder(s) shall remain in the custody of the University till the entire supply of goods has been made by the contractor to the best satisfaction of the University. The bid security should normally remain valid for a period of forty five days beyond the final bid validity period.
- 5.2 **Forfeiture of EMD:** The earnest money deposited by the bidder(s) shall be forfeited in the following events; namely:-
 - 5.2.1 A modification or withdrawal of tender after the deadline for submission of tenders and during the validity period;

- 5.2.2 Refusal by the bidder(s) to accept an arithmetical error or otherwise appearing on the face of tender;
 - 5.2.3 Failure on the part of the successful bidder(s) to sign the contract in accordance with the terms and conditions stipulated in the tender documents;
 - 5.2.4 Failure on the part of successful bidder(s) to provide performance security, if demanded, for the execution of the contract;
 - 5.2.5 Failure on the part of the successful bidder(s) to execute the contract as per terms and conditions stipulated in the tender document; and
 - 5.2.6 Failure on the part of the successful bidder(s) to supply the goods of the quality, quantity and specifications agreed as per tender or the contract and within the stipulated period.
- 5.3 **Performance Security:** To ensure due performance of the contract, Performance security is to be obtained from the successful bidder awarded the contract.
- 5.3.1 The performance security is to be obtained from every successful bidder irrespective of its registration status etc.
 - 5.3.2 The performance security should be for an amount of five to ten per cent of the value of the contract.
 - 5.3.3 The performance security should be furnished in the form of an Account payee demand draft or FDR or bank guarantee from a commercial bank. The BG should be in an acceptable form safeguarding the interest of the university in all respects. A model format of Bank Guarantee for obtaining Performance Security is given at **ANNEXURE - V**.
 - 5.3.4 The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
 - 5.3.5 Bid security should be refunded to the successful bidder on receipt of performance security.
- 5.4 **Forfeiture of Performance Security:**
- 5.4.1 In cases where there is a delay on the part of the contractor / tenderer in the supply of goods and the goods do not conform to the prescribed samples, specifications etc., or are not of the specified number, weight, volume etc. the University may deduct the payment of short supply and in addition impose a penalty, subject to the conditions contained in tender document. Where the failure, partial or total, on the part of the tenderer to supply goods leads to purchase of those goods from another source at a higher rate, the contractor shall also be liable to pay the excess expenditure incurred on such purchases. Penalty so imposed and the excess expenditure so incurred will be recoverable from the Performance security and/or his pending bills or both.
 - 5.4.2 Performance security is to be forfeited and credited to the University in the event of a breach of contract by the supplier, in terms of the relevant contract.
- 5.5 **Verification of Bank Guarantee:** The acceptance of the Bank Guarantee(s) in all cases, shall be subject to verification as follows:

- 5.5.1 The BG shall be subject to verification for its genuineness. For this purpose, a registered AD letter shall be addressed to the concerned branch and head office of the Bank enclosing a photocopy of the BG with each letter requesting them to confirm within 10 days that the Bank Guarantee has been issued by them. A model format addressing the Bank for verifying the Bank Guarantee is given at **ANNEXURE - VI**.
- 5.5.2 For the purpose of the verification of the genuineness of the BG, the name, designation and code numbers of the officer(s) signing the BG may be got verified by approaching the Regional Manager / Zonal Manager of the concerned Banks.
- 5.6 **Refund of Performance Security:** Performance Security should be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.
- 5.7 **Safe Custody and Monitoring of EMDs, Performance Securities & Other Instruments:** The Earnest Money, Performance Securities and other instruments shall remain in the safe custody with the Drawing & Disbursing Officer duly recorded in the Register of Security Deposits (**ANNEXURE - VII**).

6 Tender Notice / Document, Receipt and Opening of Tenders:

- 6.1 **Text of Tender Notice / Document:** The tender notice for an Advertised Tender Enquiry should be carefully drafted. It should contain all the salient features of the requirement in brief to give a clear idea to the prospective tenderers about the requirements. Superfluous or irrelevant details should not be incorporated in the tender notice, as it will increase the cost of the advertisement. The Tender Notice should contain:
- 6.1.1 Description and specification of the goods and quantity
 - 6.1.2 Period and terms of delivery
 - 6.1.3 Cost of the tender/bidding document
 - 6.1.4 Place(s) and timing of sale of tender documents
 - 6.1.5 Place and deadline for receipt of tenders
 - 6.1.6 Place, time and date for opening of tenders
 - 6.1.7 Amount and Form of Bid Security / Earnest Money Deposit
 - 6.1.8 Any other important information
- 6.2 **Cost of Tender Documents:** Price of the tender document should take care of the preparation and delivering cost only. If it is too high, it will discourage the prospective bidders to purchase the document and participate in the bidding process.
- 6.3 **Sale of Tender Documents:** Tender documents should preferably be sold up to one day prior to date of opening of tenders and the same should be clearly indicated in the documents. The procurement entity should also post the complete tender document on the web site and permit prospective tenderers to make use of the document downloaded from the web site. If the tender document is a priced one, there should be clear instructions for the tenderers in the document (which has been downloaded) to

pay the amount by demand draft etc. along with the tender, prepared in the downloaded document. The sale of tender documents should not be restricted and should be available for sale freely. The procurement entity shall maintain proper records about the number of tender documents sold, list of parties to whom sold, details of the amount received through sale and, also, the number of unsold tender documents, which are to be cancelled after the opening of the tenders.

6.4 Receipt of Tenders:

- 6.4.1 The tenders received either by post or courier or by hand (excepting for Tenders received against Single Tender Enquiry) shall be dropped in the tender box, duly locked and sealed and its keys shall be with the Procurement entity.
- 6.4.2 If a tender, received in a cover without any superscription about its contents, is opened by any official receiving it, he shall himself mark on the cover the tender number and the date of its receipt and the date of its opening and shall sign it and cause it to be delivered to the Procurement entity before the opening date.
- 6.4.3 Tenders for items where no bid security is applicable which are received in open condition or through FAX or e mail or telegram within the due date and time, shall not be rejected but shall be accepted at the risk of the bidder if the same is presented to procurement entity before the scheduled date and time of opening of bids and caused to be deposited into the tender box for formal opening by the Tender Opening Committee.
- 6.4.4 There may be cases where the tenders are too bulky to be put in the tender box or the tender box is not installed and, therefore, the tenders are to be submitted by hand. In such cases, it should be ensured that names and designations of at least two officers, who will receive the tenders, are prominently mentioned in the tender documents. The information about these officers should also be displayed at the entrance / reception of the premises where tenders are to be deposited. The officer receiving a tender is to give the bearer of the tender a receipt duly signed by him with date and time of receipt of the tender. A separate register is to be maintained for keeping records of the bids, received by hand. Such bids will be kept in safe custody till the date and time of bid opening and then such bids will be placed before the Tender Opening Committee.

6.5 E – Procurement:

- 6.5.1 Purchase of goods through electronic mode of interface with tenderers and IT enabled management of the entire procurement process (notice inviting tenders, supply of tender documents, receipt of bids, evaluation of bids, award of contract, and execution of contract through systematic enforcement of its various clauses and tracking of claims, counter-claims and payments) is gradually gaining popularity.
- 6.5.2 In order to cut down transaction costs and improve efficiency and transparency, the University aims to introduce E-procurement in due course of time, in all the Departments / offices / schools / centres / colleges under its administrative control for conducting their procurements electronically.
- 6.5.3 To start with, all Departments/offices, colleges, schools / centres shall invariably publish all their tenders on their websites as the first step towards full-fledged e-procurement.

6.5.4 It is, however, to be ensured that the system is secure, capable of maintaining complete confidentiality at appropriate stages of the bidding process, so that the tenderers feel confidence in electronically transmitting their queries and bids.

6.5.5 The Departments / offices / schools / centres shall allow the receipt of quotations through hard copies as well as by e-mail. The closing date and time for receipt of tenders should be identical for both types of tenders.

6.6 Late / Delayed Tenders:

6.6.1 Tenders received after the specified time and date of opening are treated as "Late" while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as "Delayed".

6.6.2 Such tenders shall be marked as late / delayed as the case may be, and shall not be opened at all and be returned to the bidders in their original envelope without opening.

6.7 Postponement of tender opening date:

6.7.1 Sometimes, situations may arise necessitating modifications in the tender documents already issued or already put on sale. Also, after receiving the documents, a tenderer may point out some genuine mistakes necessitating amendment in the tender documents. In such situations, it is necessary to amend/modify the tender documents suitably prior to the date of submission of bids.

6.7.2 Copies of such amendment / modification should be simultaneously sent to all the selected suppliers by registered / speed post / courier / e-mail in case of Limited Tender Enquiry. In case of Advertised Tenders, the copies of such amendment / modification are to be simultaneously dispatched, free of cost, by registered / speed post / courier / e-mail, to all the parties who have already purchased the tender documents and copies of such amendments are also to be prominently attached in the unsold sets of the tender documents (which are available for sale), and simultaneously hosted on the web site and pointer advertisement inserted in the news paper.

6.7.3 When the amendment / modification made in the tender, changes the requirement significantly and/or when there is not much time left for the tenderers to respond to such amendments, and prepare revised tender, the time and date of submission of tenders are also to be extended suitably, along with suitable changes in the corresponding time-frames for receipt of bids, bid validity period etc and validity period of the corresponding EMD / bid security. Depending on the situation, such an amendment may also need fresh publication adopting the same procedure as for publication of the original tender enquiry.

6.8 Opening of Tenders:

6.8.1 All the tenders, irrespective of response received (excluding offers received against proprietary / single tender enquiry) shall be opened by a Tender Opening Committee so constituted by the Head of the Department / Office, with Finance Officer or his nominee not below the rank of Group "B" staff at the appointed day and time. The bids should be opened immediately after the deadline of bids

with minimum time gap in between. In case of two-bid tenders, the Tender Opening Committee will first open the technical bids. The sealed envelope containing financial bids, will be signed by Tender Opening Committee with date and kept in a separate tender box meant for price bids exclusively. The financial bids should not be kept in files till these are opened and the key of the box should be with the Procurement entity or a responsible officer nominated in this behalf by him.

- 6.8.2 Separate notice for opening the bids needs to be sent to the bidders before opening of the financial bid in the case of two-bid system. Opening of the tenders without informing the bidders is strictly prohibited except for offers received on Single Tender basis.
- 6.8.3 The representatives who intend to attend the tender-opening must bring with them letters of authority from the corresponding bidders.
- 6.8.4 The question of 'late tender' as well as elaborate process of receipt and opening of bids, as applicable for Advertised Tenders and Limited Tender will not apply in case of procurement through single tender enquiry.
- 6.8.5 The Tender Opening Committee shall read out the following particulars only for the information of the authorized representatives attending the tender opening.
- (i) Tender number
 - (ii) Name of the firm
 - (iii) Description of the item
 - (iv) Price
 - (v) Whether the price is inclusive / exclusive of taxes and duties
 - (vi) Discount offered.
 - (vii) Delivery Schedule.
 - (viii) Any other extra charges quoted for packing, transport etc.
 - (ix) Terms of delivery
 - (x) Warranty obligations.
- 6.8.6 **Responsibility of the Tender Opening Committee:**
- (i) After opening, every tender shall be numbered serially initiated and dated on the first page by all the members of Tender Opening Committee. Each page of the price schedule or letter attached to it shall also be initialled by them with date, particularly the prices, delivery period etc., which shall also be encircled and initialled with date. Blank tenders, if any, should be marked accordingly by the members of tender opening committee. Alterations / corrections in the bids should also be initialled legibly by them. A similar procedure shall be followed wherever any erasing / cutting is observed.
 - (ii) Any correction in the price quoted in the tender in words and/or figures shall be encircled in red ink by the representative of finance and signed. The members of the tender opening committee shall endorse this. The Tender Opening Committee will prepare a list of the representatives attending the tender opening and obtain their signatures on the same. The list will also contain the representatives' names and the corresponding bidders' names and addresses. The authority letters

brought by the representatives will be attached with this list. This list must be signed by the Tender Opening Committee with date and time.

- (iii) An on-the-spot report containing the names of the tenderers (serial number wise) salient features of the tenders, as read out during public opening of tenders will be prepared by the tender opening committee members duly signed by them with date and time. The tenders, which have been opened, the list of the representatives attending the tender opening and the on-the spot report are to be handed over to the nominated purchase officer and acknowledgement obtained for the same.

6.8.7 **Amendments / Modifications to tenders:** The bidder, after submitting his bid, is permitted to submit alterations/modifications to the bid so long such alterations / modifications are received duly sealed and marked like original tender, up to the date and time fixed for receipt of tender. Any amendment / modification received after the prescribed date and time of receipt of tenders are not to be considered.

7 Evaluation of tenders and conclusion of contracts:

7.1 Introduction:

- 7.1.1 Evaluation of tenders is one of the most serious exercises in the process of procurement. Therefore, it requires due diligence, utmost care and proper application of mind.
- 7.1.2 Evaluation of tenders must be done in a scientific and logical manner. It is not always necessary that the lowest quoted price shall finally emerge as the lowest evaluated price. It may be that the lowest bidder has not quoted according to the specifications and has left out certain items asked for. His bid eventually may not even be responsive.
- 7.1.3 All the bids are to be evaluated strictly on the basis of the terms and conditions incorporated in the tender document (based on which offers have been received). No new condition should be brought in while evaluating the tenders. Similarly, no condition of the tender document shall be overlooked while evaluating the tender. The idea is to ensure that no bidder should get undue advantage at the cost of other bidders and/or at the cost of the Purchaser.

7.2 Preliminary Examination:

- 7.2.1 All the tenders received from the Tender Opening Committee will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, which do not meet the basic requirements, are to be treated as unresponsive and ignored.
- 7.2.2 The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
 - (i) The Bid is unsigned.
 - (ii) The Bid is not eligible.
 - (iii) The Bid validity is shorter than the required period.

- (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (v) Bidder has not agreed to give the required performance security.
- (vi) The goods quoted are sub-standard, not meeting the required specification etc.
- (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

7.2.3 During the above preliminary examination, the Procurement entity may also find some minor informality and/or irregularity and/or nonconformity in some tenders. He may waive the same provided the same does not constitute any material deviation and financial impact.

7.2.4 Wherever necessary, the Procurement entity is to convey his observation on such 'minor' issues to the bidder by registered letter / speed post etc. asking the bidder to respond by a specified date also mentioning therein.

7.2.5 If the bidder does not confirm the view of the procurement entity or does not respond at all by that specified date, its tender will be liable to be ignored. Depending on the outcome, such tenders are to be ignored or considered further.

7.2.6 In situations of this kind, opportunity should be extended to all the responsive bidders.

7.3 Non-conformities between the figures and words of the quoted price:

7.3.1 Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner:

7.3.2 If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee / Tender Opening Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

7.3.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

7.3.4 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above. If there is such discrepancy in a bid, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the Purchaser, the tender is liable to be ignored.

7.4 Discrepancies between original and additional copies of a bid:

7.4.1 In case, discrepancies are observed between the original copy and the other copies of the same tender set, the text etc. of the original copy will prevail. Here also, this issue is to be taken up with the bidder in the same manner as above and subsequent actions taken accordingly.

- 7.4.2 Details of all the bids, which have been declared unresponsive and to be ignored based on the analysis as per clause (a) and (b) should be recorded.
- 7.5 **Qualification Criteria:** After completing above stage, it is to be examined whether the remaining bidders (i.e. other than the unresponsive bidders) meet the required qualification criteria incorporated in the tender enquiry document. The bidders, which do not meet the required qualification criteria, are to be declared unresponsive and not to be considered further. Details of such bidders, which do not meet the required qualification criteria, are also to be recorded along with the grounds for their becoming unresponsive.
- 7.6 **Scrutiny of Responsive Bids:**
- 7.6.1 **Single envelop Bid / Tender:** In case of seeking bids in single envelop with (Technical & financial details together), the responsive tenders (i.e. after ignoring all the unresponsive bidders as above) are to be evaluated and ranked as per the procedure indicated in subsequent paragraphs. However, when the required goods are simple in nature and have standard specifications, initial scrutiny as well as scrutiny for qualification criteria may be done simultaneously in one go. In case the required goods are of sophisticated nature and comparatively of higher value, then in the first stage the initial scrutiny will be done to segregate the unresponsive tenders. Thereafter, all the remaining tenders are to be evaluated and ranked. The next step will be to check fulfillment of required qualification criteria by the bidders so ranked, starting from the lowest evaluated tender (L1). If L1 meets the required qualification criteria, that tender is to be selected for placement of contract. But if it does not meet the required criteria then similar determination is to be done for the next lowest evaluated tender (L2) and so on till reaching the tender who meets the required qualification criteria. This procedure, will save time by not checking the qualification aspects of all the responsive offers, simultaneously in one go.
- 7.6.2 **Two-bid System:** Under 2-bid system, the technical bid, will be opened first and will be evaluated by the Technical Sub Committee of the Technical Purchase Committee with respect to the qualification criteria and the technical specifications as spelt out in the tender. The committee doing the evaluation will also draw a technical comparative chart. The tenders meeting the qualification criteria and technical specifications will be short listed for financial evaluation. Then, the financial bids of the short listed parties will be opened and evaluated for lowest responsive offer.
- 7.6.3 In case the technical bid of a firm has been declared unqualified in the technical evaluation, the unopened financial bid shall be returned within 1 week after communicating reasons of rejection to the party concerned. The purpose of giving proposed time period of one week is that the parties rejected may at times contest reasons of rejection and if at all procurement entity is convinced with their view point / reasons, they may consider the offer for further evaluation. However, it should be done prior to opening of financial bids of other short listed parties.
- 7.6.4 All the bids received against the open tenders will be evaluated by the same Technical Sub Committee which had finalized its specifications. The committee will evaluate the technical bids first for ascertaining responsiveness and conformity to the specifications and other terms and conditions which had been decided after the Pre -Indent Conference with the parties. The financial bids of

only those parties will be opened for further evaluation, whose responsiveness is confirmed by the Technical Purchase Committee. After opening of the financial bids, L1 will be decided and recommendations will be conveyed to the procurement entity for placing order.

7.7 Conversion of Currencies:

7.7.1 When bids are received in different currencies, the comparative statement shall clearly give the exchange rate as notified in the newspapers on the date of opening of the bid and the quoted price in rupees in the case of single bid system. However, when two-bid system is adopted, then the exchange rate as notified in the newspapers on the date of opening the financial bid should be the basis for preparing the comparative statement. Website www.xe.com, www.rbi.org or any other website can also be seen for spot conversions of foreign currencies.

7.8 Evaluation and Ranking:

7.8.1 Depending on the terms of delivery and the projected requirement, all the applicable components of the costs, as quoted in the responsive tenders, are to be added to work out the ultimate evaluated costs of the tenders. The evaluation is also to include applicable taxes, duties etc. in the bid prices. Further, if the bid document provides for any price preference and/or Purchase preference for SSI / PSU etc. the same is also to be kept in view while evaluating such tenders.

7.8.2 The comparison between the indigenous and the foreign offers shall be made on FOR (free on rail) destination basis and CIF (cost, insurance and freight) / CIP (carriage and Insurance Paid) basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

- (i) Towards customs duty and other statutory levies– as per applicable rates.
- (ii) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value. Accordingly while soliciting bids, it should be clearly stipulated in the tender document that the bidder should give a clear cut break up of ex-works, FOB (Free on Board) / FCA (Free Carrier), CIF/CIP price to facilitate the proper comparison.

7.8.3 In the case of purchase of many items against one tender, which are not inter-dependent or, where compatibility is not a problem, normally the comparison may be made on ex works, (in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

7.8.4 Where there is no mention of packing, forwarding, freight, transportation, insurance charges, such offers shall be rejected as incomplete. This condition must be indicated in bold letters in the tender document / enquiry itself.

7.8.5 If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are a part of original indented specification.

7.8.6 Conditional tenders shall not be accepted.

7.8.7 No tender shall be technically rejected on flimsy grounds or on such vague grounds as unsatisfactory service during earlier purchases without providing any documentary proof.

7.8.8 Situations may arise when sufficient response has not been received or after bid evaluation there is only one responsive bidder. In such situations, the Purchase Committee / Technical Purchase Committee is required to check whether, while floating / issuing the tender enquiry, all necessary requirements like standard tender enquiry conditions, industry friendly specification, wide publicity, sufficient time for formulation of tenders, etc. were fulfilled. If not, the tender is to be re-issued / re -floated after rectifying the deficiencies. However, if after scrutiny it is found that all such aspects were fully taken care of and in spite of that the University ends up with one responsive bid only, then contract / Purchase Order may be placed on that bidder provided the quoted price is reasonable.

7.9 Reasonableness of Prices:

7.9.1 While placing the contract / Purchase Order, on the lowest evaluated responsive tender (L1), the reasonability of price is arrived at. The procurement entity is expected to ensure that the price to be paid is reasonable, in all cases.

7.9.2 The broad guidelines for judging the reasonableness of price are as under:

- (i) Last purchase price of same (or, in its absence, similar) goods
- (ii) Current market price of same (or, in its absence, similar) goods
- (iii) Receipt of competitive offers from different sources
- (iv) Quantity involved
- (v) Terms of delivery
- (vi) Period of delivery
- (vii) Economic indices of raw material/labour
- (viii) Other input cost and intrinsic Value
- (ix) Note: Price paid in an emergency Purchase or Purchase price of goods offered by a firm through 'distress sale' (i.e. when the firm clears its excess stock at throwaway prices to avoid further inventory carrying cost etc.) are not accurate guidelines for future use.

7.9.3 If L1's price is not reasonable, then, in the first place, the Purchase Committee / Technical Committee has to review its own data and details to recheck whether the reasonable price so arrived at is correct or not. If it is correct, the procurement entity may, strictly as an exception, negotiate the price only with the lowest evaluated responsive tender (L1) in an attempt to bring down the same. If L1 reduces the price to the desired level, contract may be placed on him but if he does not agree, then further action like re-tendering etc. may be decided by the Purchase Committee / Technical Committee depending on the merits of the case.

7.10 Negotiations:

7.10.1 There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited

source of supply. Negotiations if at all required shall be held with the lowest (L-1) evaluated responsive bidder with the cogent reasons to be recorded.

7.10.2 Counter offers tantamount to negotiations and should therefore be avoided.

7.10.3 Negotiations can be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons justifying negotiations. In case L-1 backs out then re tendering shall be done.

7.10.4 The evaluation report shall clearly bring out:

- (i) The technical acceptability of the offer.
- (ii) The reasonability of the price quoted, and
- (iii) The reasonability of the delivery period offered.

7.10.5 The latest instructions issued by the Central Vigilance Commission, Government of India on the subject dated 20.1.2010 are placed at **ANNEXURE - VIII**, for compliance.

- (i) The technical acceptability of the offer
- (ii) The reasonability of the price quoted, and
- (iii) The reasonability of the delivery period offered.

7.11 Comparative statement:

7.11.1 A Comparative Statement of the tenders opened, should be prepared and if needed, help of technical person may be taken in the case of bids invited on single bid basis.

7.11.2 However, in case of two-bid system, the Chairman Technical Committee shall have a technical comparative statement of specifications prepared strictly as per indented basket of items. Based on the recommendations of Purchase Committee or Technical Committee concerned on the technical evaluation, the financial bids shall be opened and Comparative Statement of prices would then be prepared. Thereafter, recommendations of the Purchase Committee concerned should be obtained.

7.11.3 A certificate to the effect that the details of all quotations opened by the tender opening committee have been included in the comparative statement should be incorporated by the officer / official preparing the comparative statement. The comparative statement must be signed by all the members of Purchase Committee or Technical Committee to confirm correctness of prices and recommendations.

7.11.4 The comparative statement shall be without any overwriting or deletions and shall neatly give the quoted price in figures.

7.11.5 When bids are received in different currencies, the comparative statement shall clearly give the exchange rate as notified in the newspapers / internationally known websites like rbi.org.in etc on the date of opening of the bid and the quoted price in rupees in the case of single bid system. However, when two bid system is adopted, then the exchange rate as prevailing on the date of opening the financial bid should be the basis for preparing the comparative statement.

7.11.6 The comparative statement must include all the details as indicated above for bids received from within India and from abroad including the loading for comparison only along with details of specifications of the material offered by the bidder, rates quoted (including taxes or otherwise), discount, if any, all other

applicable components of cost, delivery schedule, earnest money deposit, validity of the offer, payment schedule etc.

7.11.7 The recommendations of the procurement entity must be obtained prior to referring the matter to Purchase Committee / Technical Committee as the case may be and the offer selected along with details of the items should be encircled on the Comparative Statement.

7.11.8 Samples:

- (i) Where a contract is concluded on the basis of approved sample(s), it is to be ensured that the samples are kept in the safe custody by the Finance Officer. The samples shall bear seals and signatures of the members of Tender Opening Committee / approving authority.
- (ii) On finalisation of the contract, sufficient number of samples shall be obtained from the successful tenderer and one such sample shall be made available to all the Departments / offices / units so that they could verify the specification and quality of the said item before making payment to the supplier.
- (iii) A Register of all the samples shall be maintained. All such samples shall be drawn, retained, classified in the said register.
- (iv) There shall be a system of physical verification of samples, which shall be done annually and a certificate to this effect shall be recorded in the Register.
- (v) The samples which have completed the retention period and are no longer required shall be either taken into account in the Stock Registers and made use or set aside for public auction periodically.

7.12 Finalization of Contract / Placement of order:

7.12.1 A Rate Contract (RC) is an agreement between the University and the supplier for supply of specified goods (and allied services if any) at specified price and terms & conditions during the period covered by the Rate Contract. No quantity is mentioned nor is any minimum draws guaranteed in the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm.

7.12.2 The firm and/or the Purchaser (University) are entitled to withdraw / cancel the Rate Contract by serving an appropriate notice on each other. However, once a Purchase Order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract, that Purchase Order becomes a valid and binding contract.

7.12.3 The RC may be concluded for the following items:

- (i) Commonly used goods needed on recurring basis.
- (ii) Goods for which prices are likely to be stable.
- (iii) Goods for which Rate Contract is convenient to operate.
 - In case of goods of low value and which are required by the users in very small quantities, rate contracts may not be concluded.
 - Similarly the RC may not be concluded for the scarce / critical / perpetually short supply goods.

- 7.12.4 The University may conclude rate contracts for Machine Tools, Information Technology Products, Ancillary Spares and similar products and chemicals where the design feature, performance parameters etc. of such products / goods differ significantly among the products of different manufacturers and even between different models of the same manufacturer and where equitable comparison of prices of such products is not feasible. However, in the case of proprietary items the RC may be concluded with the manufacturers on single tender basis.
- 7.12.5 The period of a Rate Contract should normally be one year. However, in special cases, shorter or longer period may be considered. As far as possible, termination period of rate contracts should be fixed in such a way as to ensure that budgetary levies would not affect the price and thereby frustrate the contracts. Attempts should also be made to suitably stagger the period of rate Contracts throughout the year.
- 7.12.6 Normally, rates for RC should be obtained from manufacturers especially in specialized consumable items like chemicals, glassware, plastic wares, computer consumables, etc. For general items authorized dealers / stockiest / retailers may also quote for the purpose of concluding RC. The credibility of these dealers / stockists / retailers should be kept in mind while deciding the conclusion of the rate contract. Deliberately adding restrictive clauses like insistence on having local dealers of the manufacturers should be avoided so long as there is an efficient supply chain and the firm is willing to supply directly.
- 7.12.7 The Contract should be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.
- 7.12.8 The entire process of scrutiny and evaluation of tenders, preparation of comparative statement and notification of award must be done within the original tender validity period. The validity period should not be unreasonably long as keeping the tender unconditionally valid for acceptance for longer period entails the risk of getting higher prices from the bidders. Generally, the validity period should not be more than three months from the date of tender opening.
- 7.12.9 If due to some exceptional and unforeseen reasons, it is not possible to place the contract within the original validity period, the procurement entity should request, before expiry of the original validity period, all the responsive bidders to extend their tenders up to a specified period. While asking for such extension, the bidders are also to be asked to extend their offers as it is, without any changes therein.
- 7.12.10 The bidders may also be requested to extend the validity of the Bid Security for the corresponding additional period (which is to be specified in the request). There may be occasion that a bidder may not agree to such a request but this will not tantamount to forfeiture of his Bid Security. But the bidders, who agree to extend the validity, are to do so without changing any terms, conditions etc. of their original bids.
- 7.12.11 In all cases where a contract is to be signed on a stamp paper, a letter of intent may be issued to the firm in advance of the contract, which should specifically

mention, *interalia*, the deadline for signing of the contract which should not normally be more than two weeks from the date of its issuance.

7.12.12 All Purchase related contracts above `25 lakhs are be signed on stamp paper of `100/- or as per prevalent stamp duty rules based on value, shall be concluded by the Finance Officer or his duly authorized nominee “for and on behalf of the Central University of Himachal Pradesh”. The contract shall be countersigned by the Finance Officer.

7.12.13 While entering into contracts, it should be ensured that;

- (i) The terms of contract are precise, definite and without any ambiguities and should not include an uncertain or indefinite liability.
- (ii) No work of any kind is commenced without proper execution of a contract as given above.
- (iii) Contract should include provision for payment of all applicable taxes by the contractor or supplier.
- (iv) The terms of a contract, including the scope and specifications once entered into, should not be materially varied. Whenever material deviations becomes unavoidable, the financial and other effects should be examined and recorded and specific approval of the Purchase Committee concerned to the changes and to get the revised financial sanction and other commitments must be obtained before verifying the conditions.

7.12.14 The RC shall be concluded on the following conditions:

- (i) In the Schedule of Requirement, if any, no quantity is mentioned; only the anticipated drawal may be mentioned without any commitment.
- (ii) The University reserves the right to conclude more than one rate contract for the same item.
- (iii) The University as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.
- (iv) The University has the option to renegotiate the price with the rate contract holders.
- (v) In case of emergency, the University may purchase the same item through ad hoc contract with a new supplier.
- (vi) Terms of delivery in rate contracts should be FOR destination.
- (vii) A warranty clause should be incorporated in every contract and all contracts for supply of goods should reserve the right to reject goods which do not conform to the specifications.

7.12.15 The contract effective date is invariably indicated as per the agreed terms and conditions.

7.12.16 **Standard Form of Rate Contract:** The form for award of rate contract is given at **ANNEXURE-IX**. It consists of:

- (i) Covering letter conveying acceptance of the firms’ offer
- (ii) Schedules indicating price and other terms of contract
- (iii) Details of parallel rate contracts concluded, if any.

- 7.12.17 **Parallel Rate Contracts: The University may enter into parallel rate contracts in the following cases:**
- (i) Where the rates and quality of more than one firm / tenderer is the same.
 - (ii) Where it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item, the University may enter into more than one rate contract with different suppliers for the same item. Such rate contracts are known as Parallel Rate Contracts.
 - (iii) In exceptional circumstances where there is an acute need of parallel Rate contract with more than one firms, and the L2 or L3 firms are not willing to match the price quoted by L1 firm, the University may also agree to conclude RC with L2 or L3 firms at their quoted prices provided their rates are within a reasonable limit of variance from the L1 prices. Reasonableness of the variance in prices will be judged by the University at its best wisdom. In all such cases specific approval of the Vice-Chancellor shall be mandatory.
- 7.13 **Integrity Pact:** Integrity part envisages an agreement between the prospective bidder with the buyer with the aim not to exercise any corrupt influence on any aspect of the contract. Adoption of an integrity pact in accordance with CVC guidelines (**ANNEXURE - X**) to ensure transparency, equity and competitiveness shall invariably be done in all one-time major purchase cases exceeding `3.0 (three) crores.
- 7.14 **Liquidated Damages:** In order to take care of delays in supplies and performance, a clause for claiming liquidated damages ordinarily 0.5% of the delivered price of the delayed goods / services for each week, with maximum limit of 10% is to be incorporated in the terms and conditions.
- 7.15 **Purchase Orders:**
- 7.15.1 Once the proposal is approved by the Purchase Committee and the sanctioning authority accords the expenditure sanction, the purchase / supply order shall be prepared and arranged to be sent. However, the specifications embodied in the Purchase Orders should be vetted by the procurement entity before the Purchase order is issued especially in high value purchases and purchases involving technicalities.
 - 7.15.2 The purchase order shall contain the rate contract number and date, make and model of the item with description, rate, quantity ordered, amount and terms and conditions like Delivery schedule, Place of Delivery, Payment terms, taxes and duties, any other charges like packing, forwarding, transportation, insurance etc., discounts offered by the firm, installation and commissioning, if required, warranty period, training if any Full address of the Indenter along with telephone. No. Fax No. and E. mail address, etc.
 - 7.15.3 The order shall also contain the inspection procedures to be followed for inspecting the ordered goods for acceptance and the probable time needed for inspection.

- 7.15.4 Orders for equipments costing more than `10 lakhs shall be dispatched either in two copies with an instruction that one copy duly signed may be returned as a token of the acceptance of the order or there should be a clause for submission of acceptance of the supply order promptly within one week of receipt of the said order. However, if the contract is signed across the table, then order acceptance is not required.
- 7.15.5 The copies of orders shall be hosted on the website in respect of Purchase Orders / Contracts valuing more than `25.00 Lakhs. The order confirmation should be received within one week. However, the procurement entity has the powers to extend the time frame for submission of order confirmation and submission of Performance Security.
- 7.15.6 Even after extension of time, if the order confirmation or performance security, are not received, then in consultation with Purchase Committee, the Purchase order should be cancelled and limited tenders irrespective of the value may be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm should not be considered again for re-tendering in any particular case.
- 7.15.7 The copies of Purchase Order valuing more than `25.00 Lakhs are to be endorsed to the Finance Officer.
- 7.15.8 The University is entitled to place Purchase Orders upto the last day of the validity of the rate contract and, though supplies against such Purchase Orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
- 7.15.9 The Purchase Order may be placed on any of the RC holder and no Comparative Statement of prices is required to be prepared for the Purchase of items on RC basis.
- 7.15.10 The modalities for concluding of the RC shall be decided by the Finance Officer on the recommendation of Central Purchase Committee and approval of the Vice-Chancellor. It is not mandatory to solicit RC proposal through press tender in case the sources of supplies are definitely known.
- 7.15.11 The detail of the R/Cs and supply / purchase order should be hosted on the website of the University.
- 7.16 **Fall clause:** Fall Clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.
- 7.17 **Renewal / extension of Rate Contract:**
- 7.17.1 It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, timely steps are to be taken to extend the existing

rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders.

- 7.17.2 Rate contracts of the firms, who do not agree to such extension, are to be left out. Period of such extension should generally not be more than one year in the first instance.
- 7.17.3 Also, while extending the existing rate contracts, it shall be ensured that the price trend is not lower.
- 7.17.4 The extension of rate contract should be made with due diligence and prudence. It should be avoided especially in cases where the market/price trend is likely to be lower.
- 7.17.5 Normally no extension of scheduled delivery or completion dates should be granted except where events constituting *force majeure*, as provided in the contract, or any other convincing valid reasons. Extensions with or without penalty may be allowed through formal amendments to the contract only with the approval of the sanctioning authority, without referring to the Purchase Committee. Prior to invoking Penalty clause, due notice should be given to the supplier in consultation with the Finance Officer, to execute the order / contract failing which penalty shall be imposed.

7.18 Tenderer's right to question:

- 7.18.1 A tenderer shall have the right to be heard in case it feels that proper procurement process is not being followed and/or its tender has been rejected wrongly.
- 7.18.2 The tenderer may be permitted to send written representation which may be examined by the Finance Officer or an officer to be designated by the Vice-Chancellor.
- 7.18.3 The tenderer could make such a representation within one month from the date of placement of contract and the said representation shall be decided / replied to within one month from the date of its receipt.

7.19 Dispatch of Goods after expiry of Delivery Period: As per the contract terms, the supplier is not to supply the goods after the expiry of validity delivery period. In case the supplier makes any supply after expiry of delivery period, the procurement entity can reject the supplies and inform the supplier accordingly. The procurement entity shall also have the right to cancel the contract, with reference to unsupplied goods, in terms of the contract. If, however, the procurement entity requires the goods (which has been supplied after expiry of the delivery period), he may accept the goods and issue a delivery extension, to regularize the transaction.

7.20 If the supplier is unable to complete the supply within the stipulated delivery period: If the supplier is unable to complete the supply within the stipulated delivery period for which the supplier is responsible, he is required to request for extension of delivery period. If the purchaser agrees to extend the contractual delivery schedule, the same may be done by issue of an amendment to the contract with suitable denial clauses and with imposition of liquidated damages for delay. The amendment letter is to mention, inter alia that, in addition to imposition of liquidated damages, no extra price or additional cost for any reason whatsoever beyond the contractual cost will be paid to the supplier for the delayed supply. At the same time, if for any reason, whatsoever, the

cost of the goods to be supplied / services to be performed by the supplier decreases, that benefit will be passed on to the purchaser. Supplier's unconditional acceptance of the amendment letter by a specified date is to be watched and if the supplier does not agree to accept the amendment letter, further action is to be taken against him in terms of the contract. The model letter for extension of contract delivery period on above lines is given at **ANNEXURE - XI**.

7.21 **Performance Notice:** A situation may arise where the supply / services has not been completed within the stipulated period due to negligence / fault of the supplier and the supplier has not made any request for extension of delivery period. But the supply of the goods / services is still required by the purchaser and the purchaser does not want to cancel the contract at that stage. In such a case, a Performance notice may be issued to the supplier by suitably extending the delivery date and by imposing liquidated damages with denial clauses. The model letter of Performance Notice is given at **ANNEXURE-XII**.

7.22 **Notice-cum-extension letter:**

7.22.1 If there is no response or no satisfactory response from the firm, a decision should be taken depending upon the circumstances either to cancel the contract or give further extension of delivery period. If it is decided to give further extension in delivery period in a bonafide effort to procure the supplies / services, a notice-cum-Extension letter on **ANNEXURE - XIII** may be issued to the firm.

7.22.2 If there is no response within 15 days, notice may be issued to the firm on **ANNEXURE - XIV**. If still the firm does not acknowledge / communicate acceptance, the contract shall then be cancelled after 15 days of notice period and make the purchase from other source at the risk and cost of the contractor.

7.23 **Correspondence with the Supplier after Breach of Contract:** The procurement entity or its authorized representative is not to enter into correspondence after expiry of the delivery date stipulated in the contract because such a correspondence will make the contract alive. This situation will not allow the procurement entity to cancel the contract straight away without first serving a performance notice to the supplier. However, even after expiry of the delivery period of the contract, the procurement entity may obtain information regarding past supplies etc. from the supplier, simultaneously making it clear to the supplier that calling of such information is not intended to keep the contract alive and it does not amount to waiving the breach and that it is without prejudice to the rights and remedies available to the purchaser under the terms of the contract. A model communication which may be issued by the purchaser to ascertain the supply position etc. after expiry of the delivery period is given AT **ANNEXURE – XV**.

7.24 **Cancellation of Contract for Default:** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

7.24.1 If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser;
or

- 7.24.2 If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- 7.24.3 In the event the procurement entity terminates the contract in whole or in part; he may take recourse to any one or more of the following action:
- 7.24.4 The Performance Security is to be forfeited;
- 7.24.5 The procurement entity may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- 7.24.6 However, the supplier shall continue to perform the contract to the extent not terminated.
- 7.24.7 Before cancelling the contract and taking further action, it may be desirable to obtain legal advice from the Legal Section / Advisor of the University.
- 7.25 **Termination of Contract for insolvency:** If the supplier becomes bankrupt or otherwise insolvent, the procurement entity may, at any time, terminate the contract, by giving written notice to the supplier, without compensation to the supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 7.26 **Termination of Contract for Convenience:** After placement of contract, there may be some unforeseen situation compelling the purchaser to cancel the contract. In such a case, the procurement entity is to send a suitable notice to the supplier for cancellation of the contract, in whole or in part, for his convenience, *inter alia*, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the procurement entity may have to suitably compensate the supplier on mutually agreed terms for terminating the contract.
- 7.27 **Right to reject the goods:** The procurement entity has the right to reject the goods on receipt at site during final inspection, if found deficient in terms of quality, specifications or otherwise, though the goods have already been inspected and cleared at pre-dispatch stage. However, such rejection shall be subject to the terms and conditions of the tender.
- 7.28 **Joint Investigation against Complaints relating to Quality of Goods** In case a written complaint is received from the supplier disputing rejection of goods by the inspecting officer / committee, the same should be jointly investigated by a team consisting of an authorized representative of the procurement entity, a senior representative of the inspecting agency, who is well conversant with the goods and an authorized representative of the supplier. The terms of reference and the procedure to be followed in this regard and the format of the joint inspection report, should have to be finalised before hand.
- 7.29 **Tolerance Clause:**
- 7.29.1 To take care of any change in the requirement during the period starting from issue of tender enquiry till placement of the contract, a plus / minus tolerance clause is to be incorporated in the tender document, reserving right of the procurement entity to increase or decrease the quantity of the required goods

up to that limit without any change in the terms and conditions and prices quoted by the tenderers.

- 7.29.2 While awarding the contract, the quantity ordered may be increased or decreased, if necessary, within the prescribed plus / minus tolerance limit.
- 7.29.3 The tolerance limit should be reasonable. Higher is the tolerance limit, more is the uncertainty for the tenderers in formulating their prices. Therefore, higher the tolerance limit, more is the chance of loading on the prices quoted by the tenderers to take care of such uncertainties.
- 7.29.4 As such the tolerance clause should be incorporated in the tender document sparingly and in very exceptional cases.

8 Terms of Payments:

8.1 Duties and Taxes on Domestic Goods:

- 8.1.1 The duties and taxes including excise duty and VAT levied by the Government on domestic goods vary from product to product.
- 8.1.2 As a general policy, the statutory variations in such duties and taxes are to be allowed during the period from the date of tender to the date of acceptance of the tender (i.e. placement of contract) and during the original / re-fixed delivery period of the contract so that both the supplier and purchaser are equally compensated for rise or fall in the prices of the goods on account of such statutory variations.
- 8.1.3 Re-fixed delivery period means the fresh delivery period which is arrived at by recasting the original contractual delivery period after taking care of the lost period, for which the supplier was not responsible.
- 8.1.4 Where the tenderer in its quotation mentions that the prices are exclusive of statutory duties and taxes and the same will be payable extra, this condition should be incorporated in the resultant contract in clear terms.
- 8.1.5 Sometimes, the tenderer, in its tender mentions that its quotation includes current rates of taxes and duties as applicable and statutory variations, if any at the time of supply will be applicable. This condition may be acceptable.
- 8.1.6 However, correctness of the taxes and duties quoted by a tenderer as applicable during that period is to be verified while considering its tender. Also, only statutory variations, and not any other type of variations are allowed.
- 8.1.7 Sales tax is not leviable on transactions of sale in the course of import. Categories of cases constituting sale in course of Import are:
- (i) Where the movement of goods from the foreign country to India is occasioned directly as a result of the sale.
 - (ii) Where there is a privity of contract between the foreign supplier and the purchase organization.
 - (iii) Where the Indian supplier acts as the agent of the foreign manufacturer in the agreement of the sale.

- 8.2 **Octroi and Local Taxes** The goods supplied against contracts are generally exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. The suppliers should be informed accordingly by incorporating suitable instructions in the tender enquiry document and in the resultant contract. Wherever required, the suppliers should obtain the exemption certificate from the procurement entity to avoid payment of such levies and taxes. In case, where the municipality or the other local bodies insist upon such payments (in spite of purchase organization's exemption certificate), the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchase organization for reimbursement and, also, for further necessary action by the purchase organization.
- 8.3 **Custom Duty on Imported Goods** In respect of imported goods, the tenderers shall also specify separately the total amount of custom duty included in the quoted price. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian Customs Tariff Number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. The standard clauses to be utilized for this purpose are to be incorporated in the tender enquiry documents. The Government has allowed exemption from payment of customs duty in respect of certain types of goods for use by the following organizations: i) Scientific and technical instruments imported by Research Institutes. ii) Hospital equipment imported by Government Hospitals. iii) Consumable goods imported by a public funded Research Institution or a University. However, to avail of such exemptions, the organizations are required to produce "Custom Duty Exemption" certificate and "Not Manufactured in India" certificate at the appropriate time. The relevant contemporary instructions covering these aspects should be incorporated in the tender enquiry document and in the resultant contract.
- 8.4 **Duties / Taxes on Raw Materials** The University is not liable to any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the currency of the contract, unless such liability is specifically agreed to in terms of the contract.
- 8.5 **Terms of Payment for Domestic Goods** Where the terms of delivery is FOR Despatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe – 60% to 90% on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee. Where the terms of delivery is CIP destination/delivery at site / FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier. Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under: i) For a contract with terms of delivery as FOR despatching station – 60% on proof of despatch along with other specified documents, 30% on receipt of the goods at site by the consignee and balance 10% on successful installation and commissioning and acceptance by the consignee. ii) For a contract with terms of delivery as CIP destination / Delivery at site / FOR destination – 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier and balance 10% on successful installation and commissioning and acceptance by the consignee. Generally, in case of goods requiring installation and commissioning at site by the supplier, the desirable terms of delivery are CIP destination or Delivery at site, so that the supplier remains responsible for safe arrival of the ordered goods at the site. Therefore, unless otherwise decided Ex-works or FOR Despatching station terms should be avoided.

- 8.6 **Terms of Payment for Imported Goods:**
- 8.6.1 **Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier** – 100 % net FOB / FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
- 8.6.2 **Cases where Installation, Erection and Commissioning are the responsibility of the Supplier** – 80% - 90% net FOB / FAS price will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 - 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.
- 8.7 **Payment of Agency Commission against FOB / FAS Contract** – Entire 100% agency commission is generally paid after all other payments have been made to the supplier in terms of the contract.
- 8.8 **Payment of Air Freight Charges** Goods that are required to be air lifted are to be despatched through Air India/Indian Airlines only on a 'Charge forward basis'. All air freight charges, which are shown on the relevant consignment note as chargeable to the consignee, are to be paid to Air India / Indian Airlines in Rupees.
- 8.9 **Documents for Payment** The documents, which are needed from the supplier for release of payment, are to be clearly specified in the contract. The paying authority is also to verify the documents received from the supplier with corresponding stipulations made in the contract before releasing payment. The important documents, which the supplier is to furnish while claiming payment, are: a) Original Invoice b) Packing List c) Certificate of country of origin of the goods to be given by the seller or a recognized Chamber of Commerce or other agency designated by the local Government for this purpose. d) Certificate of pre-despatch inspection by purchaser's representative e) Manufacturer's test certificate f) Certificate of Insurance g) Bill of lading / Airway bill / Rail receipt or any other despatch document, issued by a government agency (like the Department of Posts) or an agency duly authorized by the concerned Ministry / Department. h) Product is new, un-used and also meets the other relevant contractual requirements. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming this payment has been fulfilled as required under the contract. There should also be a suitable provision for verification of the authenticity of the person signing the invoice etc. for claiming the payment.

9 Modes of Payment:

- 9.1 **Payment to Domestic Suppliers** Payments to domestic suppliers are usually made by cheque / demand draft drawn on a Government treasury or branch of the Reserve Bank of India or State Bank of India transacting government business. Such payment can also be made to the supplier's bank, if the bills are endorsed in favour of the bank with a pre-receipt embossed on the bills with the words, "Received payment" and both the endorsement and pre-receipt are authenticated by the supplier. In addition, an irrevocable power of attorney is to be granted by the supplier in favour of the bank. In such of those cases where there has been global tendering, in order to have uniform payment clauses, if domestic suppliers, especially against high value contracts for sophisticated equipment/machinery, desire payment through Letter of Credit, the same, depending on the merits of the case may be agreed to.

- 9.2 **Payment to Foreign Suppliers** Payment to foreign suppliers are ordinarily made by Letters of Credit (LC) opened by the State Bank of India or any other scheduled / authorized Bank. If Letter of Credit is not opened, payment can also be made to the seller through Direct Bank Transfer for which buyer has to ensure that payment is released only after the receipt of prescribed documents.
- 9.3 **Payment by Letter of Credit** Two banks are involved for payment to the supplier by Letter of Credit – purchaser’s bank and supplier’s bank. The purchaser is to forward the request to its bank in the prescribed format as formulated by State Bank of India, along with all relevant details including authenticated copy of the contract. Based on the same, the purchaser’s bank opens letter of credit on behalf of the purchaser for transacting payment to the supplier through the supplier’s bank. Care should be taken to ensure that the payment terms and the documents to be produced for receiving payments through letter of credit are identical with those shown in the contract. Generally, irrevocable letter of credit is opened so that the supplier is fully assured of its payment on fulfilling its obligations in terms of the contract. In case, the delivery date of the contract is extended to take care of delay in supply, for which supplier is responsible, the tenure of the letter of credit is also to be extended, but the expense incurred for such extension (of letter of credit) is to be borne by the supplier.
- 9.4 **E-Payments:**
- 9.4.1 E-banking and E-payments are now used by various banks by adopting Electronic Clearing System and Electronic Fund Transfer procedure. The payments to suppliers may be made through such mechanism where such facility is possible.
- 9.4.2 The e-payments to the contractors / supplies should be made in cases where the bills are endorsed in favour of the Bank or a pre-receipt is embossed on the bills with the words “Received Payment” and is authenticated by the contractor / supplier under his own signatures or under the signatures of an authorised signatory.
- 9.4.3 The instructions issued in this behalf by the Central Vigilance Commission, Govt. of India dated 6/4/2004, are placed at **ANNEXURE - XVI** for compliance.
- 9.5 **Deduction of Income Tax, Service Tax, etc. at Source from Payments to Suppliers:** This will be done as per the existing law in force during the currency of the contract.
- 9.6 **Recovery of Public Money from Supplier’s Bill:** Sometimes, requests are received from different Departments / Offices for withholding some payment of a supplier out of the payment due to it against a contract. Such requests are to be examined by the Department / Office concerned on the merits of the case for further action. It will however, be the responsibility of the Department asking for withholding of payment to defend the University against any legal procedure arising out of such withholding as also for payment of any interest thereof.
- 9.7 **Refund from Supplier** Sometimes, the suppliers, after claiming and receiving reimbursements for sales tax, excise duty, custom duty etc. from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser’s share also (out of the payments already made to that supplier). The tender enquiry document and the contract are to contain suitable provisions for obtaining such refunds from the supplier.

- 9.8 **Payment against Time Barred Claims** Ordinarily, all claims become time barred after a period of three years calculated from the date when the payment falls due unless the payment claim preferred has been under correspondence. However, limitation is saved if there is an admission of liability to pay, and fresh period of limitation starts from the time such admission is made. The Department / unit concerned while dealing with time barred claims will decide each case in consultation with the Finance Officer. No payment against such time barred claim is to be made till a decision has been taken in this regard by the competent authority.

Advance payments to suppliers:

- 9.9 Ordinarily payments for the supplies made or services rendered should be released only after the supplies have been received or the services have been availed.
- 9.10 To safeguard the university against any default, especially in case of equipments, computers, etc. payments to the extent of 90% should be made against receipt of material and balance 10% should be released after satisfactory installation / working report.
- 9.11 In case of purchases of high value plant and machinery of a complex and technical nature, 80% payments may be made after receipt and installation and satisfactory working report; and 20% payments should be released after adjudging the working for three months.
- 9.12 However, it may become necessary to make advance payments in the following types of cases:
- 9.12.1 To the firms / contractors holding maintenance contracts for servicing of machinery and electronic equipments like air-conditioners, computers etc;
- 9.12.2 To the firms / contractors executing fabrication contracts or turn key contracts, etc.
- 9.12.3 Such advance payments should be restricted to the following limits:
- 9.12.4 Thirty per cent of the contract value to the private contractors / suppliers;
- 9.12.5 Forty per cent of the contract value to a State or Central Government Department / Organization or Public Sector undertaking.
- 9.12.6 In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

Provided further that the Finance Officer with the prior approval of the Vice-Chancellor may relax the ceilings (including percentage laid down for advance payments) mentioned under these rules, subject to the condition that adequate safeguards in the form of bank guarantee shall be obtained from the supplier / contractor. A model form for obtaining BG for making advance payments is given at **ANNEXURE - XVII**.

10 Part payments to suppliers:

Depending upon the terms of delivery / payments, incorporated in the contract, part payments to the supplier may be released after it dispatches the goods from its premises in terms of the contract.

11 Buy back Offers:

The procurement entity may, with the concurrence of the Finance Officer may decide to replace an existing old item with a new and better version, subject to further the following conditions:

- 11.1 The Finance Officer may concur such a proposal after getting the proposal assessed from a committee of at least three persons from the concerned / related field.
- 11.2 For this purpose a suitable clause is to be incorporated in the bidding document so as to facilitate the prospective and interested bidders to formulate their bids accordingly.
- 11.3 Depending upon the value and condition of the old item to be traded, the time as well as the mode of handing over the old item to the successful bidder should be decided and relevant details in this regard suitably incorporated in the bidding document.
- 11.4 Further suitable safeguard provision should also be kept in the bidding document to enable the purchaser either to trade or not to trade the item while purchasing the new one.

12 Transparency, competition, fairness and elimination of arbitrariness in the procurement process:

All university purchases should be made in a transparent, competitive and fair manner, to secure best value for money. This will also enable the prospective bidders to formulate and send their competitive bids with confidence. Some of the measures for achieving these purposes are as below:

- 12.1 The text of the bidding document should be self contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. The bidding document should contain, inter alia:
 - 12.1.1 The criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position, etc.
 - 12.1.2 Eligibility criteria for goods indicating any legal restrictions or conditions about the origin, manufacturing and supplying of goods etc. which may be required to be met by the successful bidder.
 - 12.1.3 The procedure as well as date, time and place for sending the bids.
 - 12.1.4 Date, time and place of opening of the bids.
 - 12.1.5 Terms of delivery.
 - 12.1.6 Special terms affecting performance, if any.
- 12.2 Suitable provision should be kept in the bidding document to enable a bidder to make queries about the bidding conditions, bidding process and/or rejection of his bid.
- 12.3 Suitable provision for settlement of disputes, if any, emanating from the resultant contract, should be kept in the bidding document.
- 12.4 The bidding document should indicate clearly that the resultant contract will be interpreted under Indian Laws and in case of a legal dispute the same shall be subject to jurisdiction of local Courts of Himachal Pradesh.

- 12.5 The bidders should be given reasonable time to send their bids.
- 12.6 The bids should be opened in public and authorized representatives of the bidders should be permitted to attend the bid opening.
- 12.7 The specifications of the required goods should be clearly stated without any ambiguity so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bidders, the specifications should be broad based to the extent feasible. Efforts should also be made to use standard specifications which are widely known to the industry.
- 12.8 Pre bid conference: In case of procurement of sophisticated and costly equipment of highly technical nature involving latest technology or execution of costly turn-key contracts, suitable provision is to be kept in the bidding documents for a pre-bid conference for clarifying issues and clearing doubts, if any, about the minimum level of acceptable specifications and other allied technical details of the equipment, machinery etc. The date, time and venue of pre-bid conference should be indicated in the bidding document. This date should be sufficiently ahead of bid opening date.
- 12.9 The criteria for determining responsiveness of bids as well as factors to be taken into account for evaluating the bids, awarding the contract to the responsive bidder should be clearly indicated in the bidding document.
- 12.10 Evaluation of bids should be made strictly in accordance with the terms and conditions of the bidding document and no new conditions should be brought in for evaluation of the bids. Determination of responsiveness of bids should be based on the contents of the bid itself without any recourse to extrinsic evidence.
- 12.11 Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 12.12 Negotiation with bidders after bid opening must be severely discouraged. However, in exceptional circumstances where price negotiation is necessary due to some unavoidable circumstances or reasonable justification, the same may be resorted to only with the lowest evaluated responsive bidder. If the negotiation with lowest bidder fails to result in an acceptable contract, the negotiations with the next ranked lowest bidder and so on, may be held.
- 12.13 In the rate contract system where a number of firms are likely to be brought on rate contract for the same item, negotiations as well as counter offering of rates could be held with the prospective bidders.
- 12.14 Contracts should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bid document. However, where the lowest acceptable bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher bidder at the rates offered by the lowest responsive bidder on the same terms and conditions.
- 12.15 Where the rates of more than one firm have been approved for the same item, time and cost effectiveness may be kept in view.
- 12.16 The copies of latest circulars of Central Vigilance Commission, Government of India on the issue of transparency in work / purchase / consultancy contracts awarded, issued vide letter dated 5.7.2007 and Transparency in Tendering System DATED 11.2.2011, are placed at **ANNEXURES - XVIII and ANNEXURES - XIX** for compliance by all concerned.

13 Efficiency, Economy and Accountability in Public Procurement System:

While making procurement of goods in the University, it shall have to be ensured that there is complete efficiency, economy and accountability in the system and for this purpose, the following key areas should be addressed:

- 13.1 To avoid delay, appropriate time frame for each stage of procurement should be specified.
- 13.2 To minimize the time needed in decision making and award of contract, the functionaries responsible for procurement of goods, shall act as per delegation of financial powers.
- 13.3 The contracts should be awarded within the validity period as stipulated in the bid document. Extension of bid validity must be discouraged and resorted to only in exceptional circumstances.

14 Piecemeal purchases and repeat orders:

A demand for goods shall not be divided into small quantities to make piece meal purchases to avoid the necessity of obtaining the sanction of higher / competent authority with reference to the estimated value of the total demand. However, the repeat order with the concurrence of Finance Officer may be placed by the same or other units within six months of the approval of the tender.

15 Inspection of material and payment process:

No payment for goods received shall be made unless the following procedure is followed:

- 15.1 No payment for the purchases should be made before receiving the material unless the terms of supply specifically provide for delivery against cash payment. In such a case, the demand draft should be got prepared in the name of the supplier and steps should be taken to collect the material against the same after giving advance information to the supplier to keep the material ready.
- 15.2 All materials received whether through purchase or by transfer, should be examined, counted, measured or weighed as the case may be, when delivery is taken. The delivery should be taken by the in charge of stores / a responsible employee, who should see that the quantities are correct.
- 15.3 Immediately on receipt of material, the same shall be inspected by the Standing Inspection Committee or Spot Inspection Committee. The Inspection Committee shall certify that the materials received conform to the prescribed samples and specifications and are correct in number, weight, volume, etc. as the case may be.
- 15.4 The materials so received shall be accounted for in the Stock register CUHP Stock Register I (Permanent / non-consumable materials) in **ANNEXURE - XX** or CUHP Stock Register II (Consumable materials) in **ANNEXURE - XXI**. All entries in the stock register should be initialed by the incharge of stores.
- 15.5 The officer / official entrusted with stores of any kind and the Head of the Department / office shall take special care for arranging for the safe custody, upkeep and protection

from losses of damages or deterioration. Suitable accommodation should be provided for valuable and combustible stores.

- 15.6 Suitable accounts and inventories should be maintained with a view to preventing losses through theft, accident, fraud or otherwise and to make it possible at any time to check the actual balance with the book balances.
- 15.7 On receipt of suppliers' bill, a certificate of materials having been received, inspected and taken in charge will be affixed on the bill as under:
- 15.7.1 Stores received on_____
- 15.7.2 Certified that the stores mentioned in the bills have been inspected by the Inspection Committee and found to be in accordance with the supply order and are correct.
- 15.7.3 Entered in Stock register No._____ against entry No._____
- 15.8 The bills thus certified shall be processed for payment.
- 15.9 **Stages and Modes of Inspection:** The stages and modes of inspection will depend on the nature of the goods, total value of the contract, location of the supplier, location of the user, etc. Usually, following types of inspections are adopted:
- 15.9.1 **Pre-despatch Inspection:** This type of inspection is conducted during the manufacturing process (which is known as Stage Inspection) and on the finished products before despatch of the goods from supplier's premises.
- 15.9.2 **Inspection of goods on receipt at consignee's / user's site:** Such inspection is done on receipt of goods at site before accepting the same).
- 15.9.3 **Inspection after Installation & Commissioning of the equipment at site:** This method is adopted to check the performance and output of the equipment / machinery after the same is commissioned at site.

16 Issue of goods:

- 16.1 When the goods are issued from the stock / stores for use or disposal, the official in charge of the stores should see that the indent / requisition has been signed by a properly authorized person, examine with reference to the orders of instructions for the issue and sign it before making suitable alterations under his dated initials in the description and quantity of goods if he is unable to comply with the requisition in full.
- 16.2 The goods should be issued against written acknowledgement, entries made in the stock issue register on the basis of approved indent and the acknowledgement so obtained and the goods immediately accounted for in the register and balances struck.
- 16.3 The furniture articles issued to various offices / employees shall be marked with the name of the Department / Office and serially numbered. The inventory of all furniture and permanent stores so issued shall be prepared and displayed in each room of the Department / Office.

17 Transfer of charge:

- 17.1 In case of transfer of charge the following procedure should be observed:
- 17.1.1 The stock registers should be closed on the date of handing over / taking over and a note recorded in it over the signatures of both the relieved and the relieving university employee, showing the balances of the stores.
 - 17.1.2 The relieving official should bring to notice anything irregular or objectionable in the conduct of taking over the charge, which may have come officially to his notice. He should examine the accounts and goods, count, weigh and measure the goods, as applicable, in order to test the accuracy.
 - 17.1.3 In case of any sudden casualty occurring or any emergent necessity arising for an employee to relinquish his charge, the next senior officer of the department / office shall take over the charge and he should at once report the circumstances to his nearest departmental superior and obtain orders as to the stores in stocks.
 - 17.1.4 The official entrusted with the custody of stores, should see that the stores in his custody are made over correctly to his successor and a receipt taken from him. A certificate of proper handing over and taken over of charge shall be recorded under joint signatures of both the relieved and relieving officials on the following form:

“Certified that I/we have this day.....handed over/taken over charge of stores/stocks as per balances shown in the Stock Registers, except the articles mentioned below for the reasons shown against each”

Handed over

Taken over

Signatures of relieved official

Signatures of relieving official

This certificate should be filed under the orders of the Head of the Department / Office.

18 Physical Verification:

- 18.1 Physical verification of all stores under the charge of a department / office shall be made at least once in a year through a committee of at least 3 persons under the order of the Head of Department / Office, subject to the condition that the verification is not entrusted to a person:
- 18.1.1 Who is the custodian of stores to be verified or who is the nominee or is employed under the custodian of stores;
 - 18.1.2 Who is not conversant with the specifications and nomenclature of the particular class of stores to be verified.

- 18.1.3 The physical verification is to be done in accordance with general or specific instructions prescribed by the Finance Officer.
- 18.1.4 The verification shall never be left to junior subordinates and in case of large and important stores, it shall be as far as possible entrusted to responsible officers who are independent of the subordinate authority of store incharge.
- 18.1.5 In making the physical verification the following instructions shall invariably be followed:
- (i) The verification shall always be made in the presence of custodian of stores or a responsible person deputed by him.
 - (ii) The discrepancies if any noticed during the course of such verification should be accounted for immediately so that the accounts may depict true state of affairs.
 - (iii) Shortages and damages as well as unserviceable stores shall be reported immediately to the Head of Department / Office.
 - (iv) The balance of stores shall not be held in excess of the requirements for a given period and for any prescribed minimum limit.
- 18.2 A certificate of verification of stores with its results shall be recorded on the list, inventory or stock accounts as the case may be, where such verification is carried out.
- 18.3 The physical verification committee shall submit a report of correctness or surplus / short and obsolete stores.
- 18.4 The Head of Department / Office should satisfy himself with the verification report so submitted by the said Committee and shall submit a copy of the annual physical verification report to the Finance Officer, based on the results of verification by the committee.
- 18.5 The Head of the Department / Office shall take corrective measures wherever required to ensure that the stores have been properly kept up to date and that the goods are accurately held in stocks, and shall furnish the following certificate to the Finance Officer in the month of April every year:

“Certified that I have inspected the register of permanent and consumable stores and have found that it has been properly kept upto date and that the articles therein are accurately held in stocks.”

19 Disposal of surplus / unserviceable / obsolete stores:

With the passage of time, many of the goods purchased by the Departments / Schools / Centres of the University may become unserviceable or obsolete. Such goods are classified as surplus goods. The concerned Departments/units should dispose off such surplus goods at the earliest, to avoid unnecessary inventory carrying cost, decrease in resale price of those goods etc. Detailed comprehensive instructions for disposal of surplus goods are as under:

- 19.1 The writing off of all losses, deficiencies or depreciation in the value of stores, disposal of obsolete, surplus or unserviceable stores shall be done only after the prior sanction of the competent authority.

- 19.2 The list of articles which have become obsolete, surplus or unserviceable shall be prepared by the Department/office and placed before the physical verification committee for deciding their disposal or otherwise.
- 19.3 The Committee after inspection shall record its recommendation for disposal or otherwise of the stores and also the manner, in which such stores are to be disposed, that is, whether by auction, destruction or by transfer to other department/office. The reasons for declaring the item surplus or obsolete or unserviceable should be recorded by the Committee.
- 19.4 In case an item becomes unserviceable due to negligence, fraud or mischief on the part of a Government servant, responsibility for the same should be fixed.
- 19.5 The list of articles along with recommendation of the Committee shall be forwarded to the competent authority for obtaining the prior sanction for its disposal.
- 19.6 The articles to be disposed off by destruction shall be destroyed in the presence of a responsible officer of the concerned Department / Office.
- 19.7 The articles to be disposed off through public auction shall be put to auction by a Committee of three persons, of the Department / Office with nominee of the Finance Officer.
- 19.8 The book value, guiding price and reserved price, which will be required while disposing of the surplus goods, should also be worked out. In case where it is not possible to work out the book value, the original purchase price of the goods in question may be utilized. A report of stores for disposal shall be prepared in **ANNEXURE - XXII**.
- 19.9 Provided that in regard to auction of vehicles and other machinery / equipment, the auction notice through press shall be given and auction should be conducted by the Committee so constituted from time to time where presence of Registrar and Finance Officer or their nominees shall be compulsory.
- 19.10 After the process of destruction or auction is over, the entries with regard to manner of disposal shall be made in the relevant stock registers and balances struck along with the income out of the said auction realized.

20 Modes of Disposal:

- 20.1 Surplus or obsolete or unserviceable goods of assessed residual value above Rupees Two Lakh should be disposed off by: a) obtaining bids through advertised tender or b) public auction.
- 20.2 For surplus or obsolete or unserviceable goods with residual value less than Rupees Two Lakh, the mode of disposal will be determined by the competent authority, keeping in view the necessity to avoid accumulation of such goods and consequential blockage of space and, also, deterioration in value of goods to be disposed of.
- 20.3 Certain surplus or obsolete or unserviceable goods such as expired medicines, food grain, ammunition etc., which are hazardous or unfit for human consumption, should be disposed of or destroyed immediately by adopting suitable mode so as to avoid any health hazard and/or environmental pollution and also the possibility of misuse of such goods.
- 20.4 Surplus or obsolete or unserviceable goods, equipment and documents, which involve security concerns (e.g. currency, negotiable instruments, receipt books, stamps, security press etc.) should be disposed off / destroyed in an appropriate manner to ensure compliance with rules relating to official secrets as well as financial prudence.

20.5 **Disposal through Advertised Tender:** The broad steps to be adopted for this purpose are as follows :

- 20.5.1 Preparation of bidding documents.
- 20.5.2 Invitation of tender for the surplus goods to be sold.
- 20.5.3 Opening of bids.
- 20.5.4 Analysis and evaluation of bids received.
- 20.5.5 Selection of highest responsive bidder.
- 20.5.6 Collection of sale value from the selected bidder.
- 20.5.7 Issue of sale release order to the selected bidder.
- 20.5.8 Release of the sold surplus goods to the selected bidder.
- 20.5.9 Return of bid security to the unsuccessful bidders.
- 20.5.10 The important aspects to be kept in view while disposing the goods through advertised tender are as under :-

- (i) The basic principle for sale of such goods through advertised tender is ensuring transparency, competition, fairness and elimination of discretion. Wide publicity should be ensured of the sale plan and the goods to be sold. All the required terms and conditions of sale are to be incorporated in the bidding document comprehensively in plain and simple language. Applicability of taxes, as relevant, should be clearly stated in the document.
- (ii) The bidding document should also indicate the location and present condition of the goods to be sold so that the bidders can inspect the goods before bidding.
- (iii) The bidders should be asked to furnish bid security along with their bids. The amount of bid security should ordinarily be ten per cent of the assessed or reserved price of the goods. The exact bid security amount should be indicated in the bidding document.
- (iv) The bid of the highest acceptable responsive bidder should normally be accepted. However, if the price offered by that bidder is not acceptable, negotiation may be held **only** with that bidder.
- (v) In case the total quantity to be disposed of cannot be taken up by the highest acceptable bidder, the remaining quantity may be offered to the next higher bidder(s) at the price offered by the highest acceptable bidder.
- (vi) Full payment, i.e. the residual amount after adjusting the bid security should be obtained from the successful bidder before releasing the goods.
- (vii) In case the selected bidder does not show interest in lifting the goods, the bid security should be forfeited and other actions initialled including resale of the goods in question at the risk and cost of the defaulter, after obtaining legal advice.
- (viii) Late bids i.e. bids received after the specified date and time of receipt should not to be considered.

- 20.6 **Disposal through Auction:** A Department / Office / School / Centre of the university may undertake auction of goods to be disposed off either directly or through approved auctioneers.
- 20.6.1 The basic principles to be followed here are similar to those applicable for disposal through advertised tender so as to ensure transparency, competition, fairness and elimination of discretion. The auction plan including details of the goods to be auctioned and their location, applicable terms and conditions of the sale etc. should be given wide publicity in the same manner as is done in case of advertised tender.
- 20.6.2 While starting the auction process, the condition and location of the goods to be auctioned, applicable terms and conditions of sale etc., (as already indicated earlier while giving wide publicity for the same), should be announced again for the benefit of the assembled bidders.
- 20.6.3 During the auction process, acceptance or rejection of a bid should be announced immediately on the stroke of the hammer. If a bid is accepted, earnest money (not less than twenty-five per cent. of the bid value) should immediately be taken on the spot from the successful bidder either in cash or demand draft, drawn in favour of the concerned Head of the Department / School / Centre selling the goods. The goods should be handed over to the successful bidder only after receiving the balance payment.
- 20.6.4 The auction is to be done by an auction committee. The composition of the auction committee will be as approved by the Vice-Chancellor on the concurrence of the Finance Officer, on case to case basis. The presence of the Finance Officer or his representative shall be mandatory in auction committees.
- 20.7 **Disposal at scrap value or by other modes:** If at occasions it is not possible to sell or dispose off any surplus or obsolete or unserviceable item in spite of its attempts through advertised tender or auction, the same may be disposed off at its scrap value with the approval of the Vice-Chancellor in concurrence with Finance Officer. In case still it is not possible to sell or dispose off the item even at its scrap value, it may be done through any other mode of disposal including destruction of the item in an eco-friendly manner. A sale account should be prepared for goods disposed off in **ANNEXURE - XXIII** duly signed by the members of auction committee and countersigned by the Head of the Department / Office concerned.
- 20.8 **Powers to write off:** All profits and losses due to revaluation, stock-taking or other causes shall be duly recorded and adjusted where necessary. Formal sanction of the competent authority shall be obtained in respect of losses, even though no formal correction or adjustment in University accounts is involved. Powers to write off the losses are available under the Delegation of Financial Powers.
- 20.9 **Losses due to depreciation :** Losses due to depreciation shall be analyzed, and recorded under following heads, as applicable :-
- 20.9.1 Normal fluctuation of market prices;
- 20.9.2 Normal wear and tear;
- 20.9.3 Lack of foresight in regulating purchases; and
- 20.9.4 Negligence after purchase.
- 20.10 **Losses not due to depreciation :** Losses not due to depreciation shall be grouped under the following heads :-

- 20.10.1 Losses due to theft or fraud;
- 20.10.2 Losses due to negligence;
- 20.10.3 Anticipated losses on account of obsolescence of stores or of purchases in excess of requirements;
- 20.10.4 Losses due to damage, and
- 20.10.5 Losses due to extra ordinary situations under 'Force Majeure' conditions like fire, flood, enemy action, etc.;

21. Purchase Committees:

There shall be following Standing Purchase Committees for regulating, recommending and deciding the procurement in the Departments, Colleges, Schools, Centre and Campus level, as under:

21.1 Local Purchase Committee:

- (a) **Constitution:** The local purchase committee shall consist of at least three persons not below Grade B employees, from the concerned Department / Office. Provided that where there are no sufficient officers available in the Department, or in the opinion of Head of Department / Office, there is a need to include or co-opt a person with technical know how, a person from other Department / Office may be included or co-opted in the purchase committee. The local purchase committee may be constituted by the Head of the Department / Office with the prior concurrence of Finance Officer.
- (b) **Functions:** The functions and responsibilities of the local purchase committee(s) shall be as mentioned under Rule 3.6.

21.2 Department Level Purchase Committee:

- (a) **Constitution:** There shall a Standing Purchase Committee at each Department / Office level, consisting of at least three persons from the Department concerned, one nominee of the Dean of the College and one nominee of the Finance Officer.
- (b) **Functions:** The purchases / procurement of all items, both consumable and non consumables (equipment, machinery etc.) up to `5 lakhs, in a Department / office, irrespective of mode of procurement.

21.3 School / Centre level Purchase Committee:

- (a) **Constitution:** There shall a Standing Purchase Committee at each School / Centre level, consisting of at least three persons from the School / Centre concerned, one nominee of the Dean of the College and one nominee of the Finance Officer.
- (b) **Functions:** The purchases / procurement of all items, both consumable and non consumables (equipment, machinery etc.) up to `10 lakhs, in a School / Centre, irrespective of mode of procurement.

21.4 Campus Sale and Purchase Committee:

- (a) **Constitution:** There shall a Standing Campus Sale and Purchase Committee at each Campus of the University, consisting of (i) Senior most Dean / Director as

the Chairman, (ii) all Deans / Directors as members, (iv) Concerned Head of the Department(s) / Schools / Centres (whose cases are likely to be examined) as members, (v) The Scientist(s) / Principal Investigator(s) concerned, as members with (vi) Deputy Finance Officer at the campus, as Member Secretary.

- (b) **Functions:** The purchases/procurement of all items, both consumable and non consumables (equipment, machinery etc.) up to `25 lakhs, at a Campus, irrespective of mode of procurement.

21.5 Central Sale and Purchase Committee

- (a) **Constitution:** There shall a Standing Central Sale and Purchase Committee at the University level, consisting of: (i) Finance Officer as the chairman, (ii) all Deans / Directors as members, (iii) Registrar or his nominee, (iv) Concerned Head of the Department(s) / Schools / Centres (whose cases are likely to be examined) as members, (v) The Scientist(s) / Principal Investigator(s) concerned, as members with (vi) Officer Incharge Store & Purchase, as Member Secretary.

- (b) **Functions:** The purchases/procurement of all items, both consumable and non consumables (equipment, machinery etc.) beyond `25 lakhs, in the university, irrespective of mode of procurement.

Provided that all purchases intended to be made on rate contract of the DGS&D, University or at approved rates of Government agencies like Khadi and Village Industries, Small Scale Industries, or Government / Public Sector Undertakings, shall not be referred to the Purchase Committees.

Provided further that at all the meetings of all these Standing Committees, except the Local Purchase Committee(s), (i) presence of at least 50% of the members shall be compulsory and (ii) the presence of the nominee of the Finance Officer shall be mandatory.

22. Functions of the Standing Purchase Committees:

22.1 The Committees will devise their own methods within the ambit of the extent of purview, rules and regulations on the subject for making Purchases. However, the functions of the committee (s) will broadly include the following:

- (a) The Committees shall consider, examine and finalise the purchase cases within their purview for approval of the competent sanctioning authority, and make recommendations to the next higher Committee, in respect of the cases, which may be beyond their purview.
- (b) The Standing Purchase Committees shall advise the procurement entity about the periodicity of procurement and on the repetitiveness of purchases, fixing the minimum and maximum levels.
- (c) It will check relevant specification for such purchases and recommend standardization of items where-ever felt necessary.
- (d) In cases where technical scrutiny is desirable, the Purchase Committee may also nominate a Technical Sub Committee of Scientists / Technical experts along with indenting Scientist to select technically suitable equipment and material wherever felt necessary after evaluating the bids for examination / evaluation of specifications. The Committees may meet as and when necessary. In case of

difference of opinion among members or dissent by any member, the decision of the Vice-Chancellor shall be final.

- 22.2 **Responsibility of Members of the Committees:** All the members of the Committee shall be responsible for the recommendations / decision taken by the Committee. However, primary responsibility of the concerned nominee of the Finance Officer shall be to exercise due diligence to ensure procedural compliance in their respective areas of competence.

23 General principles relating to expenditure and payments:

- 23.1 **Standards of financial propriety:** Every University employee incurring or authorising expenditure from University / public money should be guided by high standards of financial propriety. Every employee should also enforce financial order and strict economy and see that all relevant financial rules and regulations are observed by his own office and by his subordinate offices. Among the principles on which emphasis is generally required to be laid are:

- 23.1.1 Every employee is expected to exercise the same vigilance in respect of expenditure incurred from university money as a person of ordinary prudence would exercise in respect of expenditure out of his own money.
- 23.1.2 The expenditure should not be prima facie more than the occasion demands.
- 23.1.3 No authority should exercise its powers of sanctioning expenditure to pass an order which will be directly or indirectly to its own advantage.
- 23.1.4 Expenditure from university account should not be incurred for the benefit of a particular person or a section of the people, unless:
- (a) A claim for the amount could be enforced in a Court of Law and/or
 - (b) The expenditure is in pursuance of a recognized policy or custom.
- 23.1.5 The amount of allowances granted to meet expenditure of a particular type should be so regulated that the allowances are not on the whole a source of profit to the recipients.

- 23.2 **Expenditure from University / Public funds:** No authority may incur any expenditure or enter into any liability involving expenditure or transfer of moneys for investment or deposit from university account unless the same has been sanctioned by a competent authority.

24 Operation of the Procedures:

- 24.1 All out efforts have been made to cover all the important and significant areas of public procurement of goods and services.
- 24.2 However, a situation may arise for which no solution may be readily available or some areas might have remained uncovered or there may arise some doubt on the interpretation of any of these rules. In such cases / situations, the provisions of General Financial Rules 2005 and the instructions issued by the Government of India, Ministry of Human Resource Development and the University Grants Commission, shall be followed.
- 24.3 All electronic records like e-mail etc. shall be valid and may be accepted.

24.4 The Vice-Chancellor may relax any of the provisions outlined in these rules.

PART - II: CONTRACTING AND OUTSOURCING OF SERVICES

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- 25 The University and the Offices / Colleges / Departments / Schools under it may outsource certain services in the interest of economy and efficiency. The detailed procedure to be followed shall be as under:
- 25.1 **Identification of prospective contractors:** The Department / Office concerned shall prepare a list of prospective contractors on the basis of formal or informal enquiries from other Departments and/or Public Sector Undertakings of the State / Central Governments involved in similar activities, scrutiny of trade journals and web sites.

- 25.2 **Preparation of Tender Enquiry document:** The tender enquiry document to be prepared for the purpose should inter-alia contain:
- 25.2.1 The details of the work or service to be done or rendered by the contractor;
 - 25.2.2 The facilities and inputs which shall be provided to the contractor by the University
 - 25.2.3 Eligibility and qualification criteria to be met by the contractor for performing the required work / service
 - 25.2.4 Statutory and contractual obligations to be complied with by the contractor
 - 25.2.5 Contractor's past experience in similar work or service, and
 - 25.2.6 Any other condition which the Department/office concerned may deem fit.
- 25.3 **Invitation of bids through Limited Tender Enquiry:** The procedure of limited tender enquiry shall be followed in all cases where the estimated value of the work or service is Rupees Ten Lakhs or less, in the following manner:
- 25.3.1 The list of prospective contractors shall be scrutinised and the eligible and capable contractor shall be issued the limited tender enquiry asking for their offers by a specified date and time as per standard practice.
 - 25.3.2 The number of the contractors so identified for issuing limited tender enquiry should not be less than six.
 - 25.3.3 Copies of the tender document shall be sent directly by speed post or registered post or courier or e-mail so as to obtain more responsive bids on competitive basis.
 - 25.3.4 The minimum time to be allowed for submission of bids shall not be less than ten days.
 - 25.3.5 The outsourcing should normally be considered when the number of responding contractors, is not less than three. However, the cases where responding contractors is less than three could also be considered for reasons to be recorded in writing.
 - 25.3.6 Outsourcing of services through limited tender enquiry system may also be adopted even where the estimated value of the contract exceeds Rupees Ten Lakh, in the following circumstances, if:
 - (a) It is certified that the outsourcing of services through limited tender system is justified in view of urgency, indicating therein reasons why the requirement of outsourcing of services could not be anticipated for resorting to advertised tender system.
 - (b) There are sufficient reasons to be recorded in writing by the Department / Office that it shall not be in a public interest to outsource the services through advertised tender system, and
 - (c) The sources of providing services are definitely known and possibility of fresh source(s) beyond those being resorted to is remote.
- 25.4 **Advertised Tender Enquiry:** Subject to exception under these rules, the procedure of advertised tender enquiry shall be followed in all cases where the estimated value of the work or service exceeds Rupees Ten lakhs.

- 25.4.1 The notice should be issued specifying the date and time for the receipt of offers, in at least two popular largely circulated newspapers and web site of the University giving the web site address in the advertisement in newspapers.
- 25.4.2 Complete tender document should be posted on the web site and prospective bidders should be permitted to make use of the documents downloaded from the web site. If such a downloaded tender documents are priced, there shall be clear instructions for the bidder to pay the amount along with the bid.
- 25.4.3 The minimum time to be allowed for submission of bids shall not be less than three weeks from the date of publication of the tender notice of availability of tender documents for sale, whichever is later.
- 25.4.4 The outsourcing should normally be considered when the number of responding contractors, is not less than three. However, the cases where responding contractors is less than three could also be considered for reasons to be recorded in writing.
- 25.5 **Procurement of bids:** The two bid system shall be followed and the bids shall be procured in the following manner:
- 25.5.1 The technical bids consisting of all technical details of services to be provided by the contractor along with commercial terms and conditions and financial bids indicating the cost of services mentioned in the technical bid shall be submitted separately by the bidder.
- 25.5.2 The technical bids and the financial bids shall be sealed by the bidder(s) in separate covers duly superscribed. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly superscribed. The technical bids shall be opened at the first instance and evaluated by a committee constituted for the purpose.
- 25.5.3 At the second stage the financial bids only of the technically accepted offers shall be opened for further evaluation and ranking before awarding the contract.
- 25.5.4 The bids received after the date and time specified for their receipt shall not be considered.
- 25.6 **Bid Security:** The bid security shall be obtained in the following manner:
- 25.6.1 The bid security shall be obtained from the bidders who shall furnish the same along with the bids in the shape of Account Payee Bank Draft or duly pledged Fixed Deposit Receipts.
- 25.6.2 The amount of bid security shall be between two to five per cent of the estimated cost of contract for outsourcing of services as may be determined and indicated in the tender document.
- 25.6.3 The bid security of unsuccessful bidder(s) shall be refunded to them at the earliest after the expiry of final validity period of the bid as stipulated in the tender documents and the bid security of successful bidders shall remain in the custody of the University till the completion of contract of outsourcing of services by the contractor to the best of satisfaction of the University.

- 25.6.4 The bid security deposited by the bidder(s) shall be forfeited in the following cases:
- (a) A modification or withdrawal of bid after the deadline for submission of bid(s) and during the validity period;
 - (b) Refusal by the bidder(s) to accept an arithmetical error or otherwise appearing on the face of bid(s)
 - (c) Failure on the part of the successful bidder to sign the contract in accordance with the terms and conditions stipulated in the tender document.
 - (d) Failure on the part of successful bidder to deposit performance security for execution of the contract; and
 - (e) Failure on the part of the successful bidder to execute the contract as per terms and conditions stipulated in the tender document.
- 25.7 **Performance Security:** Performance security for an amount between five to ten per cent of the value of the contract shall be obtained from the successful bidder on the award of the contract irrespective of his registration status. Such security shall be obtained in the form of an Account Payee Bank Draft or duly pledged Fixed Deposit Receipts or Bank Guarantee from a commercial bank, in an acceptable form with a view to safeguard the interest of the University. The Performance Security shall remain valid for a period of sixty days from the date of completion of contract to the best of satisfaction of the University.
- 25.8 **Outsourcing by Choice:** The outsourcing of service by choice in exceptional situation from a specifically chosen contractor may be done in consultation and after obtaining the concurrence of the Finance Officer, with the prior approval of the Vice-Chancellor, by giving detailed justification specifying therein the circumstances leading to the outsourcing by choice and the special interest or purpose it may serve.
- 25.9 **Evaluation of bids, finalisation and award of Contract:** The rules prescribed in this behalf for procurement of goods shall be followed mutatis mutandis.
- 25.10 **Payment terms:** The payment terms including advance payment should be regulated as per the procedure prescribed for procurement of goods.
- 25.11 **The rules governing the procurement of goods shall be mutatis and mutandis followed wherever applicable.**

PART - III: HIRING OF CONSULTANCY SERVICES

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26 The University or its Departments / Colleges / Schools may hire professionally qualified persons, consultancy firms or consultants having specific technical expertise (hereinafter referred to as 'consultant') for specialised services, which are well defined in terms of content and time frame for its completion. The following procedure shall be followed in this behalf:

26.1 Engagement of consultants may be made with the concurrence of the Finance Officer and with the prior approval of the Vice-Chancellor.

- 26.2 **Identification of work / services:** The consultants should be hired for the high quality services for which requisite expertise may not be available within the university.
- 26.3 The consultant may be hired on the terms and conditions as may be mutually agreed upon.
- 26.4 **Preparation of scope of work / service:** The Department / Office concerned shall prepare in simple and concise language the requirement, objectives and the scope of the assignment. The eligibility and pre-qualification criteria to be met by the consultants should also be clearly identified and prescribed.
- 26.5 **Estimating reasonable expenditure:** The Department / Office proposing to engage consultant should estimate reasonable expenditure for the same by ascertaining the prevalent market conditions and consulting other organisations or departments / public sector undertakings of the State / Central Governments.
- 26.6 **Preparation of Tender Enquiry document:** The tender enquiry document to be prepared for the purpose should inter-alia contain:
- 26.6.1 The details of the work or service to be rendered by the consultant;
 - 26.6.2 The facilities and inputs which shall be provided to the consultant by the University
 - 26.6.3 Eligibility and qualification criteria to be met by the consultant for rendering the consultancy service
 - 26.6.4 Statutory and contractual obligations to be complied with by the consultant
 - 26.6.5 Consultant's past experience in similar work or service, and
 - 26.6.6 Any other condition which the Department / Office concerned may deem fit.
- 26.7 **Identification of consultant(s) through Limited Tender Enquiry system:** The procedure of limited tender enquiry shall be followed in all cases where the estimated value of the work or service is Rupees Twenty five Lakhs or less, in the following manner:
- 26.7.1 The list of prospective consultants shall be scrutinised and the eligible and capable consultants shall be issued the limited tender enquiry asking for their offers by a specified date and time as per standard practice.
 - 26.7.2 The number of the consultants so identified for issuing limited tender enquiry should not be less than six.
 - 26.7.3 Copies of the tender document shall be sent directly by speed post or registered post or courier or e-mail so as to obtain more responsive bids on competitive basis.
 - 26.7.4 The minimum time to be allowed for submission of bids shall not be less than ten days.
 - 26.7.5 The outsourcing should normally be considered when the number of responding consultants, is not less than three. However, the cases where responding consultants is less than three could also be considered for reasons to be recorded in writing.
 - 26.7.6 Identification of consultants through limited tender enquiry system may also be adopted even where the estimated value of the contract exceeds Rupees Twenty five Lakh, in the following circumstances, if:

- (a) It is certified that the outsourcing of services through limited tender system is justified in view of urgency, indicating therein reasons why the requirement of outsourcing of services could not be anticipated for resorting to advertised tender system.
- (b) There are sufficient reasons to be recorded in writing by the Department / Office that it shall not be in the public interest to outsource the services through advertised tender system, and
- (c) The sources of providing consultancy services are definitely known and possibility of fresh source(s) beyond those being resorted to is remote.

26.8 **Identification of consultant(s) through Advertised Tender Enquiry system:** The procedure of limited tender enquiry shall be followed in all cases where the estimated value of the work or service is above Rupees Twenty five Lakhs, in the following manner:

26.8.1 In addition to the procedure prescribed for limited tender inquiry, the notice for seeking 'Expression of Interest' from consultants should be published, specifying the date and time for the receipt of offers, in at least two popular largely circulated newspapers and web site of the University giving the web site address in the advertisement in newspapers.

26.8.2 The Expression of Interest should include in brief, the broad scope of work or service, inputs to be provided by the University, eligibility and the pre-qualification criteria to be met by the consultant(s) and consultant's past experience in similar work or service. The consultants may also be asked to send their comments on the objectives and scope of the work or service projected in the enquiry.

26.8.3 Complete tender document should be posted on the web site and prospective bidders should be permitted to make use of the documents downloaded from the web site. If such a downloaded tender documents are priced, there shall be clear instructions for the bidder to pay the amount along with the bid.

26.8.4 The minimum time to be allowed for submission of bids shall not be less than three weeks from the date of publication of the tender notice of availability of tender documents for sale, whichever is later.

26.8.5 The consultancy should normally be considered when the number of responding consultants, is not less than three. However, the cases where responding consultants is less than three could also be considered for reasons to be recorded in writing.

26.9 **Short listing of consultants:** On the basis of responses received from the interested parties, the consultants meeting the requirements, after applying the laid down procedure, should be short listed for further consideration. The number of short listed consultants should not be less than three.

26.10 **Bid Security:** The bid security shall be obtained in the following manner:

26.10.1 The bid security shall be obtained from the bidders who shall furnish the same along with the bids in the shape of Account Payee Bank Draft or duly pledged Fixed Deposit Receipts.

- 26.10.2 The amount of bid security shall be between two to five per cent of the estimated cost of contract for hiring consultancy services as may be determined and indicated in the tender document.
- 26.10.3 The bid security of unsuccessful bidder(s) shall be refunded to them at the earliest after the expiry of final validity period of the bid as stipulated in the tender documents and the bid security of successful bidders shall remain in the custody of the University till the completion for hiring consultancy services to the best of satisfaction of the University.
- 26.10.4 The bid security deposited by the bidder(s) shall be forfeited in the following cases:
- (a) A modification or withdrawal of bid after the deadline for submission of bid(s) and during the validity period;
 - (b) Refusal by the bidder(s) to accept an arithmetical error or otherwise appearing on the face of bid(s)
 - (c) Failure on the part of the successful bidder to sign the contract in accordance with the terms and conditions stipulated in the tender document.
 - (d) Failure on the part of successful bidder to deposit performance security for execution of the contract; and
 - (e) Failure on the part of the successful bidder to execute the contract as per terms and conditions stipulated in the tender document.
- 26.11 **Performance Security:** Performance security for an amount between five to ten per cent of the value of the contract shall be obtained from the successful bidder on the award of the contract irrespective of his registration status. Such security shall be obtained in the form of an Account Payee Bank Draft or duly pledged Fixed Deposit Receipts or Bank Guarantee from a commercial bank, in an acceptable form with a view to safeguard the interest of the University. The Performance Security shall remain valid for a period of sixty days from the date of completion of contract to the best of satisfaction of the University.
- 26.12 **Preparation of Terms of Reference:** The terms of reference for hiring consultancy services shall include the following:
- 26.12.1 Precise statement of objectives;
 - 26.12.2 Outline of services to be rendered / task to be carried out;
 - 26.12.3 Time schedule for completion of services
 - 26.12.4 The support or inputs to be provided by the University to facilitate the consultant(s)
 - 26.12.5 The final outputs required from the consultant(s)
 - 26.12.6 The time, date and place where the bids shall be submitted by the bidders and
 - 26.12.7 Any other condition which the University may deem fit.

- 26.13 **Preparation and Issue of Request for Proposal (RFP):** RFP is the document to be used by the department / office for obtaining offers from the consultants for the required work/service. The RFP should be issued to the short listed consultants to seek their technical and financial proposals. The RFP should contain:
- 26.13.1 A letter of invitation
 - 26.13.2 Information to consultants regarding the procedure for submission of proposal
 - 26.13.3 Terms of Reference
 - 26.13.4 Eligibility and pre-qualification criteria in case the same has not been ascertained through Expression of Interest
 - 26.13.5 List of key position whose CV and experience would be evaluated
 - 26.13.6 Bid evaluation criteria and selection procedure
 - 26.13.7 Standard formats for technical and financial proposal
 - 26.13.8 Proposed contract terms
 - 26.13.9 Procedure proposed to be followed for mid term review of the progress of the work and review of the final draft report.
- 26.14 **Invitation of Offers:** The offers from short listed consultants shall be invited in the following manner:
- 26.14.1 Technical bid consisting of all technical details of consultancy services to be provided by the consultants along with commercial terms and conditions and financial bid indicating the cost of services mentioned in the technical bid shall be submitted separately by the bidders.
 - 26.14.2 The technical bid and the financial bid shall be sealed by the bidder in separate covers duly superscribed. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly superscribed. The technical bids shall be opened by the Department / University at the first instance and evaluated by a committee constituted for the purpose; and
 - 26.14.3 At the second stage financial bids only of the technically acceptable offers, shall be opened for further evaluation and ranking before awarding the contract.
- 26.15 **Late Bids:** Late bids i.e. bids received after the specified date and time of receipt should not be considered.
- 26.16 **Evaluation of Technical Bids:** Technical bids should be analysed and evaluated by a Consultancy Evaluation Committee to be constituted by the Department / Office in consultation with Finance Officer. The Committee shall record in detail the reasons for acceptance or rejection of the technical proposals analysed and evaluated by it.
- 26.17 **Evaluation of Financial Bids:** The financial bids of only those bidders, who have been declared technical qualified by the Consultancy Evaluation Committee, shall be opened for further analysis or evaluation and ranking and selecting the successful bidder for placement of the consultancy contract.

- 26.18 **Consultancy by Choice / Nomination:** Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single source selection in the context of the overall interest of the University. Full justification for single source selection specifying therein the circumstances and the special interest or purpose it may serve, should be recorded in the file and approval of the Vice-Chancellor through Finance Officer should be obtained before resorting to such single source selection by choice / nomination.
- 26.19 **Payment terms:** The payment terms including advance payment should be regulated as per the procedure prescribed for procurement of goods.
- 26.20 **Monitoring the Contract:** The Department / Office should actively involve itself through out in the conduct of the consultancy, preferably by taking a task force approach and continuously monitoring the performance of the consultant(s) so that the output of the consultancy is in line with the objective of the university in hiring the said consultancy.
- 26.21 **The rules governing the procurement of goods shall be mutatis and mutandis followed wherever applicable.**

PART - IV: ANNEXURES

Central University of Himachal Pradesh

Post Box – 21, Dharamshala, District Kangra, Himachal Pradesh – 176215

Phone No. 01892-229330, 229573, Fax No. 01892-229331

THE PROCEDURE TO BE FOLLOWED FOR ENTERING INTO RATE CONTRACT

TERMS AND CONDITIONS FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY

1.	Proforma for issue of Advertisement through Press	ANNEXURE - I(i)
2.	Notice Inviting Tender	ANNEXURE - I(ii)
3.	If two bid system is followed	ANNEXURE - I(iii)
4.	Tender Form	ANNEXURE - I(iv)
5.	List of items and specifications	ANNEXURE - I(v)
6.	Detailed Terms and Conditions	ANNEXURE - I(vi)
7.	Contract Agreement	ANNEXURE - I(vii)
8.	Declaration	ANNEXURE - I(viii)
9.	Validity of Rate Contract	One year from the date of entering into Annual Rate Contract
10.	Period up to which the supply order will be placed by an Indenting Officer	The supply order received by the Contractor / Firm / Tendered upto validity date shall have to be executed and supply will have to be effected on the laid down Terms & Conditions. No supply order received after the validity date shall be entertained by the Contractor / Firm. Any order received after the date shall be returned to the Indenting Officer with the remarks that the validity date of the Contract is over and as such no supply can be made.
11.	Specifications	As given in ANNEXURE - I(v)

12.	Inspection	<p>The inspection will be made by the committee constituted for the purpose. The Contractor / Firms shall be responsible for damage or loss if any in transit and replace the good(s), if after inspection, it is found that the material supplied is not of the desired specification(s), the same shall be rejected. The Contractor / Firms shall not charge and will not be paid for the supplies as rejected above and as such the supply shall be removed by the Contractor / Firms at once at his own expenses. He shall neither claim nor be entitled to payment for any damaged / rejected supplies due to any reason / cause incidental to supply. The Central University of Himachal Pradesh shall not be responsible for any loss what so ever for rejected supplies and such supplies shall be removed by the contractor within 10 days after issuance of notice for such rejection, and the rejected goods will be at the contractor's / Firms' risk and the Central University of Himachal Pradesh, may charge rent for the period from the Contractor / Firm for the space occupied by the such rejected goods.</p>
13.	Fall in Prices	<p>The Contractor / Firms during the validity period of this rate contract in any case shall not charge price for the same article from any office/deptt. of the University in excess, than the price quoted by him. If at any-time the Contractor / Firms during the period of this rate contract decreased the price of any article or sell the article to any Department on less rates than that quoted in the rate contract then he shall inform the HoD / Indenting Officer concerned Central University of Himachal Pradesh in this regard. He shall have also to submit the price list to the Indenting Officer Central University of Himachal Pradesh, which he will charge after the date of decrease of prices in the article prescribed in the contract.</p>
14.	Quantity of material	<p>Since the quantity of the material required in the tender is approximate as such it cannot be promised that under this rate contract and during the period of its currency how much store shall be purchased by the Indentee except that the supply order for the articles mentioned in the annexure shall be placed with the Contractor / Firms except the rights reserved as under:</p> <p>i) To enter into rate contract with one or more than one contractor / supplier as the Indenting Officer may deem fit,</p> <p>AND</p> <p>ii) The right to get the supply of concerned article through any other source by the Indenting Officer whose decision shall be final if he thinks that the supply of particular article and its quantity by the Contractor is not possible within the prescribed period.</p>

15.	Return of Earnest Money	The Earnest Money to the Contractor / Firms shall be returned after the expiry of three months period of the date of validity or date of satisfactory completion of supplies whichever is earlier. At the time of applying for the refund of earnest money, the Contractor / Firms shall certify that all supply orders received have been executed to the entire satisfaction of the Indentee and in accordance with the prescribed specifications.
16.	Disputes	Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of the Central University of Himachal Pradesh at Dharamshala (HP).

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

PO BOX: 21, DHARAMSHALA, DISTRICT KANGRA – 176215, HIMACHAL PRADESH

Phone: +911892229572, 229573; Fax: +911892229331; Web: www.cuhimachal.ac.in

Advertisement No.

Dated:

NOTICE INVITING TENDER

- Sealed Tenders / Proposals are invited for _____
- Tender form can be downloaded from the web site Web: www.cuhimachal.ac.in.
- Interested parties can submit their proposals/Tenders in the prescribed format along with DD of `500/- for processing fee and EMD as per detail in tender form drawn in favour of **Central University of Himachal Pradesh, Dharamshala, payable at DHARAMSHALA, KANGRA, HP.**
- The last date for receipt of tender is _____ (_____ AM / PM) and the bids shall be opened on the dates mentioned in TENDER DOCUMENT

FINANCE OFFICER

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

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Phone: +911892229572, 229573; Fax: +911892229331; Web: www.cuhimachal.ac.in

Advt. No.

Dated:

NOTICE INVITING TENDERS FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF _____

Sealed Tenders are hereby invited for entering into annual rate contract for the supply of _____ to Central University of Himachal Pradesh and its Departments / Offices. The detailed terms and conditions as well as the list of items proposed to be covered under the rate contract are enclosed herewith.

The interested agencies may submit their offers on the appropriate format which may be downloaded from the university website www.cuhimachal.ac.in and forward the same to the university with a non refundable processing fee of ` _____ /- and Earnest Money Deposit for ` _____ in the form of Demand Draft in favour of Finance Officer, Central University of Himachal Pradesh, Dharamshala, District Kangra. The last date for the receipt of tenders/quotations is _____ upto (5.30 PM). The tender bids will be opened on _____ at _____ AM / PM). The finalized bidder will have to enter into a legal contract/agreement with the University before rendering its services to the University.

PROCEDURE:

The Tenders / Quotations, complete in all respects must be submitted in sealed envelopes which must be either delivered by hand or sent by registered mail to university at the address mentioned below so as to reach not later than _____ (5.30 PM). The university in no case will be held responsible for late delivery or loss of the documents so mailed.

THE FINANCE OFFICER
Central University of Himachal Pradesh
PO Box No. 21, Dharamshala,
District – Kangra, H.P – 176 215

Central University of Himachal Pradesh

IF TWO BID SYSTEMS IS FOLLOWED

The Tender / Quotation should be submitted in accordance with the procedure detailed herein. The documents should be enclosed in separate envelopes of appropriate size each of which should be sealed

1. **Envelope No. 1** should contain following documents and be super-scribed as "TECHNICAL BID".
 - a. Covering letter
 - b. Technical Bid (Proforma - I) duly signed and stamped
 - c. Requisite Fee
2. **Envelope No. 2** should contain the Financial Bid duly signed, stamped and super-scribed as "FINANCIAL BID" (Proforma - II).
3. **Envelope No. 3** should contain Envelopes 1 and 2.

The inner and outer envelopes should be addressed to the university at the above mentioned address, and should clearly mention "**Tender for _____**", advertisement number and date. The inner envelopes should also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". If the outer envelope is not sealed and marked as required, the university will assume no responsibility for the bid's misplacement or premature opening.

The Tender / Quotations received through E-mail / Fax shall be at the risk of the bidder and shall be accepted subject to receipt of processing fee and earnest money deposit. The tenders received without processing fee and earnest money deposit or not in proper format, or tenders without appropriate and supporting documents will be summarily rejected.

FINANCE OFFICER
Central University of Himachal Pradesh

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TENDER FORM FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF _____

REFERENCE NO:

DATE OF ISSUE OF TENDER

LAST DATE FOR RECEIPT OF QUOTATION
DOCUMENT

TIME AND DATE FOR OPENING OF THE
TENDER

PLACE OF OPENING OF THE QUOTATIONS: Central University of Himachal Pradesh, Camp Office, Near
Cricket Stadium, Dharamshala (HP)

ADDRESS FOR COMMUNICATION: CENTRAL UNIVERSITY OF HIMACHAL PRADESH POST BOX
NO. 21, DHARAMSHALA -176215 (HP)

SIGNATURE OF TENDERER / QUOTE
WITH SEAL

Central University of Himachal Pradesh

DETAILED TERMS AND CONDITIONS:

1. All rates quoted should be F.O.R destination and should be net i.e. including packing weighing, insurance and forwarding charges. The sales tax will however be extra in case quoted by the supplier.
2. Sample wherever required shall be submitted by the Firms duly signed / stamped / tagged indicating specifications, make / brand so as to reach this office by the date and time fixed for opening of tender. Samples should be sent against pre-paid RRs / G.T.R.S. To-pay consignments will not be entertained and sample will remain undelivered with railway authorities and transport companies at the risk of the Firm.
3. In case where full specifications are not incorporated or where specifications are such that the supplier cannot quote for, the supplier's own specifications should be stated in full for the articles quoted for. Any illustrative literature available, duly stamped and signed, should also accompany.
4. In all cases the country of manufacturers / particulars of manufacturer and unit of measurement etc., must prominently be stated. The unit should usually be the one stated in the inquiry.
5. All containers, packing cases, bags etc. will be deemed to be non-returnable unless specifically stated otherwise in the tender.
6. The area of supply is throughout Himachal Pradesh where the activities of the University are located and the suppliers shall have to execute each order placed by any of indenting officers of the University individually, irrespective of its quantity / numbers.
7. All supplies should be made within a fortnight of supply order or **by the date stated in the order whichever is earlier**. In case it is brought to the notice of the undersigned that the supply has not been made within the prescribed period, the tender will be cancelled and earnest money will be forfeited. The University shall then be at liberty to make the purchase from any other source at supplier's risk and the University shall be free to blacklist the firm / suppliers.
8. No price increase will be allowed during the currency of the rate contract and rates approved shall remain in force during the currency of the rate contract.
9. The value of supply can be increased or decreased at the discretion of the University.
- 10 (i) The authorized dealers / suppliers once notified by the manufacturer / proprietors shall not be allowed to be changed in between the period of contract.
- 10 (ii) Sufficient number of samples according to the approved pattern for supply to each of the INDENTING OFFICER and two spares will have to be supplied and got approved if considered necessary by this office.

- 10(iii) The inspection of goods will be carried out by the consignee at the destination and rejected goods will have to be removed by the party at its own cost within 10 days of dispatch of advice from the indenting office failing which the goods will be at supplier's risk which may be disposed off by the University by public auction, if so considered.
- 11(i) The rejected goods will have to be replaced within 15 days of the dispatch by the Indenting Officer's registered notice intimating that the goods have been rejected, failing which the Indenting Officer will be entitled to make purchases at the risk and cost of the Contractor / Firms without any further reference to them.
- 11(ii) If the supplier claims that the goods supplied by him/them are strictly according to the approved samples / specifications, he may file an appeal to the Vice-Chancellor of the University within five days of the receipt of the Registered Notice from the Indenting Officer / Consignee. Where such appeal have been filed, the Indenting Officer / Consignee will hold the goods with him till the final decision of the Vice-Chancellor.
12. **All quotations / Tenders should be accompanied with an earnest money of _____ (Rupees _____) in the shape of Account Payee Bank Draft or F.D.R duly pledged in the name of Central University of Himachal Pradesh, Dharamshala or a Bank Guarantee for equal amount furnished on prescribed Proforma, from any commercial bank. The tenders received without EMD will be rejected straight way. The EMD shall be returned in case the offer of bid is not accepted by the University.**
13. The supply must be completed satisfactorily within the stipulated period failing which the Indenting Officer concerned will have the right to purchase or allow to purchase the goods at supplier's risk, provided that where goods are not supplied according to the specifications and on account of urgency of the demand, the Indenting Officer decides to retain the inferior goods, the supplier will be entitled to receive payment not at the contract rate but at the rate fixed by the University with due regard to the quality of the material supplied.
14. The quotations may be accepted in part or whole.
15. **The University reserves the right to enter into parallel rate contract with two or more firms and to enter into negotiation with the concerned firm and to accept or reject any tender without assigning any reason, if so required.**
16. The rates and units shall not be over written, amount shall be both in figures and words. The words '**NO QUOTATIONS**' should be written cross all the items in the annexure for which a Firm does not wish to tender. All corrections must be signed in full by the Firm.
17. In case of goods controlled by the Government, the quotations must be sent subject to the control rates and the other conditions and supplier will be paid at the controlled rate or on the rate offered by the supplier whichever is lower.
18. Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of Central University of Himachal Pradesh at Dharamshala.
19. **The University reserves the right to accept or reject any/all the tender without assigning any reason.**
20. The signature on the tender / quotations and samples etc. sent therewith will be deemed to be the authorized signature of the Firm.

21. The tenders received **after due date or without the earnest money or without samples wherever required shall stand cancelled.**
22. In case it is agreed by the University and is incorporated as a conditions of the rate contract, to accept supply through bank, the bank charges accruing thereon, shall be borne by the supplier. No request and or payment above 75% through bank shall normally be accepted. However, in special circumstances depending upon the merit of the case and or credibility of the tender, the payment upto 90% through bank will be considered at the time of purchase of the material.
23. **Any term / condition given by the supplier / firm, in contravention to the terms contained in the tender shall not be acceptable and shall be treated as null and void.**
24. In the event of tender, being accepted, the quotations will be converted into a contract which will be governed by these terms and conditions.
25. The above conditions will be enforced unless written order of the Controlling Officer / Competent authority is obtained relaxing any specific condition in any particular instance.
26. The tender not strictly in accordance with the above conditions are liable to be rejected.
27. The tender shall be on the prescribed tender Form (**ANNEXURE - II**). The rates should be quoted against each item in the tender form. The special terms, if any, should be added on a separate sheet with tender.
28. The successful Firms will have to execute an agreement on the non-judicial paper of the value of `100.00 (specimen enclosed for ready reference) duly signed and stamped.
29. On acceptance of the tender, the Contractor shall furnish Performance Security amounting to ` _____ (Rupees _____) in the shape of Account Payee Bank Draft or Fixed Deposit Receipt (FDR) duly pledged in the name of the University or Bank Guarantee for equal amount on the prescribed proforma, to Central University of Himachal Pradesh. This performance security must be deposited within 5 days of the award of the contract and the same shall be in addition to the BD / EMD already deposit, which will be converted into performance security deposit on award of the contract. No interest will be paid on the performance security amount.
30. TDS and other taxes as applicable will be deducted from contractor's bill as per Govt. Instructions from time to time.
31. The Service tax (if claimed by the Bidder) will be reimbursed only after the submission of proof of payment of Service Tax.
32. The contractor shall have to sign the Integrity Pact (**ANNEXURE - X**) where-ever required under the rules.

FINANCE OFFICER
Central University of Himachal Pradesh

READ AND ACCEPTED

Signature of Quotee(s)
with seal and Date

Central University of Himachal Pradesh

Post Box – 21, Dharamshala, District Kangra, Himachal Pradesh – 176215

Phone No. 01892-229330, 229573, Fax No. 01892-229331

CONTRACT AGREEMENT

*(To be signed by the finalized bidder, before rendering services to the University,
on a non-judicial stamp paper of `100/-)*

1. This agreement is made on (date) between Central University of Himachal Pradesh, (Hereinafter called **CUHP** which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the **Contractor** which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from to
2. Whereas CUHP has invited tender for providing Security Services in the CUHP for.....
3. CUHP has approved the tender for the work at an amount of ` The work is to be carried out as per the direction of the designated officer.
4. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between CUHP and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for with effect from to which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initialled one behalf of parties hereto:
 - (a) Tender document.
 - (b) Price bid No.
 - (c) Letter No.
6. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss / shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the institute.

8. The contractor has furnished a security of `..... (Rupees only) in shape of "Deposit at Call" No..... Duly pledged and renewed upto in favour of Central University of Himachal Pradesh, which shall carry no interest.
9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Vice-Chancellor, Central University of Himachal Pradesh, or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Dharamshala.
10. All equipment / material etc. required for Security Services of the University Campuses will be provided by Contractor.
11. The contractor will not sub-let the contract of these services to any other agency or individual(s).
12. The contractor amount of this work is as per the rate approved with services charges.
13. The contractor will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
14. Contractor will submit photocopy of challans of deposits of EPF & ESI along with bill every month.
15. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of its contact.
16. The responsibility for implementing the instructions / guidelines for working on National holidays and Sundays would be of the contractor.
17. Since the personnel will be employees of the contractor, the Central University of Himachal Pradesh will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the contractor and there shall be no liability of CUHP in that respect.
18. Contractor will ensure that the staff is periodically changed to ensure better output and result.
19. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
20. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor by 3rd of next month and after due scrutiny Central University of Himachal Pradesh will make requisite payment to contractor by 7th of the same month of submission of the bill.
21. The workmen of the contractor shall have no privy of the contract with the company and there shall be no master servant relationship between the Central University of Himachal Pradesh and the contractors workmen of any nature whatsoever.

22. Any loss due to negligence, if proved, of security staff will be compensated by the contractor.
23. The contractual amount payable to contractor every month would be reviewed as and when minimum wages rate revised by Government of Himachal Pradesh.
24. The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
25. Contractor or his representative will remain in constant touch with concerned official of Central University of Himachal Pradesh for better understanding and effective work.
26. All records, attendance registers and documents will be maintained and kept by the contractor.
27. The contractor will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, contract labour Central rates 1971, workmen compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once no-objection certificates are made available from all the statutory bodies relevant under the contract.
28. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
29. That the courts at Dharamshala alone shall have exclusive jurisdiction for all the legal purposes.
30. That in case of any loss being suffered by CUHP or the violation of the terms and conditions of contract; the CUHP shall have right to deduct all claims against contractor for the security and CUHP shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the contractor withdraws from the contract within the period of contract, the CUHP shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of Rs 5 Lakhs to CUHP.

In witness where of the parties here set their hand the day and year here in above written.

.....
.....
.....

CENTRAL UNIVERSITY OF HIMACHAL PRADESH
Dharamshala

Central University of Himachal Pradesh

Post Box – 21, Dharamshala, District Kangra, Himachal Pradesh – 176215

Phone No. 01892-229330, 229573, Fax No. 01892-229331

DECLARATION

1. I _____ (Name of the person), am authorized to declare on behalf of the agency _____ (Name of the Agency) hereby declare that the agency has:
 - a. Full-fledged office establishment in Himachal Pradesh / Dharamshala / nearby city with needed manpower.
 - b. Creativity in development communication of high standard befitting the expectations of the Central University.
2. I also declare that all the statements made in this application are true, complete and correct to the best of my knowledge and brief. I understand that if at any stage, it is found that any information given in this application is false / incorrect or that our agency does not satisfy the eligibility criteria, our candidature / empanelment is liable to be cancelled / terminated.
3. I understand that the decision taken by the CUHP, Dharamshala is final in all matters.
4. I hereby agree to work as per the terms and conditions rolled out by CUHP, Dharamshala.
5. I understand that the CUHP, Dharamshala reserves the right to accept or reject and to cancel the empanelment process and reject all expression of interests at any time prior to the award of contact, without assigning any specified reasons whatsoever.

Signature _____

Place _____

Name _____

Date _____

Designation _____

Organisation Seal (In case of organization) / Signature

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

FORMAT FOR TECHNICAL BID FOR THE SUPPLY OF _____

1. Name of Firm / Agency: _____
2. Registered Address: _____
3. Telephone no: _____
4. Fax no: _____
5. Mobile no: _____
6. Email Address: _____
7. Name & Address of Branch ,if any _____
8. Type of Organisation
(Whether sole Proprietorship / Partnership _____ Private Ltd etc)
9. Name of proprietor / Partner / Director of the organisation / Firm _____

Payment Detail	
DD No.	_____
DD Amount	_____
Bank Name / Branch	_____

S. No	Documentary Proof of	Attached Yes / No	Page appendix No., if attached
i.	Incorporation / Inception the Agency		
ii.	Dealership / Distributor / Supplier / Indian Agent / Foreign Associates Authorised Certificate for the supply of.....		
iii.	Name of the Foreign / Indigenous / Principal of the Manufacture of machine / plant / Equipment from where these are to be Important / Procured for supply		
iv.	Name and Address of the Principal / Manufacture		
v.	Whether on rate contract with the DG&SD		
vi.	PAN No		
vii.	CST / ST NO.		
viii.	Service Tax Registration NO		
ix.	VAT NO.		
x.	Satisfactory Performance of Supply of.....for last 3 Year from at least three organisation / Institution of repute.		
xi.	Any other relevant information (Specify)		
xii.	Technical Specifications of the..... 1 2 3 4		

NAME AND SIGNATURE
The Authorised Person of the Firm
Along with seal

PROFORMA FOR FINANCIAL BID

1. Name of the organization / Firm _____
 PAN No . _____

2. Please attach proof wherever possible.

S. NO.	NAME OF ARTICLES & SPECIFICATIONS	ACCOUNTING UNIT	ESTIMATED QTY.	RATE PER UNIT	REMARKS
1.	2.	3.	4.	5.	6.

The Financial bid being submitted has the approval of the _____ (Name of the Agency) and I have been authorised to submit it.

Place:

Signature _____

Date:

Name _____

Designation _____

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas (hereinafter called the “tenderer”) has submitted their offer dated for the supply of (hereinafter called the “tender”) against the Purchaser’s tender enquiry No. KNOW ALL MEN by these presents that WE of having our registered office at are bound unto the Central University of Himachal Pradesh (herein after called the “University”) in the sum of for which payment will and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect Within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the University during the Period of its validity:
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept / execute the contract.

We undertake to pay the University up to the above amount upon receipt of its first written Demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

.....

(Name and designation of the officer)

.....

Seal, Name and Address of the Bank and Address of the Branch.

BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE SECURITY

To

*The Finance Officer,
Central University of Himachal Pradesh,
Post Box No.21, Dharamshala (HP)*

Dear Sir,

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No dated to supply (description of goods and services) (hereinafter called "the contractor").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as Performance Security for the compliance with its obligations in accordance with the contract.

AND WHEREAS we (name of the Bank) have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier and we do hereby undertake to pay to the University an amount not exceeding ` (Rupees) (amount of the guarantee in words and figures), upon your first written demand declaring the supplier to be in default under the contract against any loss or damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the University stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the University by reason of breach by the said contractor(s) of any of the terms or conditions contained

in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` (Rupees) (amount of the guarantee in words and figures).

3. We undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the guarantee thereafter.

5. We further agree with University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the University to the said contractor(s) or any indulgence by the University to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

7. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

8. Notwithstanding anything contained herein above our liability under the guarantee is restricted to and shall remain in force until Unless a claim or suit under this guarantee is filed with us on or before

9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

10. We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the University in writing.

Dated the date of.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Code No.....

Seal, name & address of the Bank and address of the Branch

FORM OF LETTER TO BE ADDRESSED TO BANK FOR VERIFICATION OF BANK GUARANTEE

To

- i) Bank concerned
- ii) Head office of the Bank

SUBJECT: BANK GUARANTEE – VERIFICATION THEREOF

Sir,

It is to inform you that with reference to our Contract No. dated placed on M/s a Bank Guarantee No dated..... for ` issued from Bank located at (photostat copy of Bank Guarantee enclosed) has been received.

2. It is requested that the genuineness of the Bank Guarantee may be verified and intimated to the undersigned at the earliest.

Yours faithfully,

(FINANCE OFFICER)

Encl: As above.

CC:

The Regional / Zonal Manager, (Bank). It is requested that the genuineness of the BG, the name, designation and code numbers of the officer(s) signing the BG may be verified / certified to be genuine.

REGISTER OF SECURITY DEPOSITS

S. No.	Name of the Contractor/ supplier	Purpose of security	Form of security*	Amount	Period covered	Date of release/ renewal	Date of forfeiture	Date of credit to University Account	Signatures of DDO	Remarks
1	2	3	4	5	6	7	8	9	10	11

Telegapnic Address :
"SATARKTA: New Delhi

E-Mail Address
cenvigil@nic.in

Website
www.cvc.nic.in

EPABX
24651001 - 07

फैक्स/Fax : 24616286

सं. / No. 005/CKD/012

भारत सरकार
केन्द्रीय सतर्कता आयोग
GOVERNMENT OF INDIA
CENTRAL VIGILANCE COMMISSION

सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स,
ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023
Satarkta Bhawan, G.P.O. Complex,
Block A, INA, New Delhi 110023

दिनांक / Dated
20th January, 2010

- (i) The Secretaries of all Ministries/Departments of Government of India
- (ii) The Chief Secretaries to All Union Territories
- (iii) The Comptroller & Auditor General of India
- (iv) The Chairman, Union Public Service Commission
- (v) The Chief Executives of all PSEs/Public Sector Banks/Insurance Companies/Autonomous Organisations/Societies.
- (vi) The Chief Vigilance Officers in the Ministries/Departments/PSEs/Public Sector Banks/Insurance Companies/Autonomous Organisations/Societies
- (vii) President's, Secretariat/Vice-President's Secretariat/Lok Sabha Secretariat/Rajya Sabha Secretariat/PMO

CIRCULAR No.01/01/10


Attention is invited to the Commission's circular No. 4/3/07 dated 3.3.07 on the issue of "Tendering Process – Negotiations with L1".

In the said circular it has, among other things, been stated "As post tender negotiations could often be a source of corruption, it is directed that there should be no post tender negotiations with L1, except in certain exceptional situations". It has come to Commission's notice that this has been interpreted to mean that there is a ban on post tender negotiations with L-1 only and there could be post tender negotiations with other than L1 i.e. L2, L3 etc. This is not correct.

It is clarified to all concerned that - there should normally be no post tender negotiations. If at all negotiations are warranted under exceptional circumstances, then it can be with L1 (Lowest tenderer) only if the tender pertains to the award of work/supply orders etc. where the Government or the Government company has to make payment. However, if the tender is for sale of material by the Government or the Govt. company, the post tender negotiations are not to be held except with H1 (i.e. Highest tenderer) if required.

2. All other instructions as contained in the circular of 3.3.2007 remain unchanged.

3. These instructions issue with the approval of the Commission and may please be noted for immediate compliance.


(V. Ramachandran)
Chief Technical Examiner

FORMAT OF THE INTEGRITY PACT

**INTEGRITY PACT
Between**

Central University of Himachal Pradesh herein referred to as 'Buyer'
And
..... Herein referred to as 'Bidder / Contractor / Seller'

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of2011, between, on the one hand, the Central University of Himachal Pradesh acting through Sh Designation of the officer, Central University of Himachal Pradesh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Sh. (hereinafter called the "BIDDER / CONTRACTOR / SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER / SELLER / CONTRACTOR is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is 'an autonomous Central University of the Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

- 1.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all Bidders alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate officer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, Necessary Disciplinary proceeding or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings relating to the contract process. In such a case while an enquiry is being conducted by the BUYER the Proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Government.
 - 3.3 * BIDDERS shall disclose the name and address of agents and representative and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 * BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly, or indirectly, with any employee of the BUYER.

4. Previous Transgression:

- 4.1 The Bidder declares that no previous transgression occurred in the last three years - immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Bid) and Performance Security):

- 5.1 While submitting the bids the Bidder shall deposit an amount of _____ to be specified in RFP / Tender document) as Earnest Money / Bid Security with the BUYER through an Account Payee Bank Draft or duly pledged FDR or Bank Guarantee from a commercial/nationalised bank, on the specified proforma.
- 5.2 The EMD / Bid Security furnished by the Bidder shall remain in the custody of the Buyer till the entire supply has been made by the BIDDER / SELLER to the best satisfaction of the BUYER. The EMD / Bid Security furnished by the Bidder shall remain valid for a period of forty five days beyond the final bid validity period.
- 5.3 The Bidder / Seller / Contractor shall furnish the performance security in the form of an Account Payee Demand Draft or duly pledged FDR or Bank Guarantee from a Commercial / Nationalized Bank, for an amount of _____ (as specified in Tender document). This Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual Obligation of the Bidder including warranty obligations.
- 5.4 Performance Security shall be forfeited and credited to the accounts of the BUYER for imposing sanction for the violation of this Pact, without assigning any reason.
- 5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Bid Security / Performance security for the period of its currency which shall be refunded to the BIDDER after completion of his obligations to the satisfaction of the BUYER and after completion of the period mentioned in clauses 5.2 and 5.3, except where "imposing sanction for violations" are attracted.

6. Sanction for Violations :

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BUYER to take all or any one of the following actions wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest money Deposit (in pre contract stage) And/or Security Deposit / Performance Security / Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - (iii) To immediately cancel the contract if already signed Without giving any compensation to the Bidder.

- (iv) To Recover all sums already paid by the BUYER, and in case of an Indian BIDDER With interest thereon at 2% higher than the Prevailing Prime leading Rate Of state Bank of India, While in case of a BIDDER from a country other than in India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in Connection with any other Contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and Interest.
 - (v) To encash the EMD / Bid Security furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER for a minimum period of five year which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any Middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER the same shall not be opened.
 - (x) Forfeiture of Performance Security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the action Mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:

- 7.1 The BIDDER undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

- 8.1 The BUYER shall appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose such examination.

10. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the seat of BUYER i.e. Dharamshala, District Kangra (Himachal Pradesh).

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity:

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The Parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

NAME OF THE OFFICER
Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

MODEL AMENDMENT LETTER FOR EXTENSION OF DELIVERY PERIOD

Registered Acknowledgement Due

From

The Finance Officer,
Central University of Himachal Pradesh,
Dharamshala (HP)

To

M/s
.....

Sub: This office contract no dated placed on you for supply of

Ref: Your letter No dated

Dear Sirs,

It is to inform you that you have failed to deliver the goods / entire quantity of the goods within the contract deliver period/delivery period as last extended up to _____. In your above referred letter, you have asked for extension / further extension of time for delivery. In view of the circumstances stated in your above referred letter, the time of delivery is extended from _____ (last delivery period) to _____ (presently agreed delivery period).

2. Please note that in terms of clause..... of the contract, a sum equivalent to% (..... per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable) viz. _____ will be recovered from you as liquidated damages.

3. The above extension of delivery date will also be subject to the following further conditions:-
a. That no increase in price on account of any statutory increase in or fresh imposition of custom duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the goods specified in the said contract, which take place after _____ shall be admissible on such of the said goods as delivered after the said date.

- b. That notwithstanding any stipulation in the contract for increase in price on any ground, no such increase whatsoever, which takes place after _____ shall be admissible on such of the said goods as are delivered after the said date.
- c. But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of custom duty, excise duty, sales tax or on account of any other tax or duty or any other ground whatsoever, including the impact of price variation clause (if incorporated in the contract), which takes place after the expiry of the above mentioned date namely _____.

4. You are also required to extend the validity period of the performance guarantee for the subject contract from (existing date) to (required extended date) within fifteen days of issue of this letter.

5. Please intimate your unconditional acceptance of this amendment letter, to reach this office within ten days of issue of this letter, failing which the contract will be cancelled at your risk and expense without any further reference to you.

All other terms & conditions of the contract remain unaltered.

Yours faithfully,

FINANCE OFFICER,
for and on behalf of
Central University of Himachal Pradesh

Copy to :

.....
.....
.....

(All concerned)

- Note:** (i) Original delivery date or the last unconditionally re-fixed delivery date (as the case may be) should be mentioned.
- (ii) The entries which are not applicable for the case under consideration are to be deleted.

MODEL FORMAT FOR PERFORMANCE NOTICE

Registered Acknowledgement Due

To

M/s _____

Sub : Contract No dated placed on you for supply of

Dear Sirs,

Your attention is invited to the acceptance of tender cited above, according to which suppliers ought to have been completed by you on or before _____. In spite of the fact that the time of delivery of the goods stipulated in the contract is deemed to be of the essence of the contract, it appears that _____ (detail of goods / services) are still outstanding even though the date of delivery has expired.

2. Although not bound to do so, the delivery date is hereby extended to _____ and you are requested to note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost.

3. The above extension of delivery date will also be subject to the following further conditions:-

- i) That no increase in price on account of any statutory increase in or fresh imposition of custom duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the goods specified in the said contract, which take place after _____ shall be admissible on such of the said goods as delivered after the said date.
- ii) That notwithstanding any stipulation in the contract for increase in price on any ground, no such increase whatsoever, which takes place after _____ shall be admissible on such of the said goods as are delivered after the said date.

iii) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of custom duty, excise duty, sales tax or on account of any other tax or duty or any other ground whatsoever, including the impact of price variation clause (if incorporated in the contract), which takes place after the expiry of the above mentioned date namely _____.

4. You are also required to extent the validity period of the performance guarantee for the subject contract from(existing date) to (required extended date) within fifteen days of issue of this letter.

5. Please intimate your unconditional acceptance of this amendment letter, to reach this office within ten days of issue of this letter, failing which the contract will be cancelled at your risk and expense without any further reference to you.

All other terms & conditions of the contract remain unaltered.

Yours faithfully,

FINANCE OFFICER
for and on behalf of
Central University of Himachal Pradesh

Copy to :

.....
.....
.....

(All concerned)

Note: (i) Original delivery date or the last unconditionally re-fixed delivery date (as the case may be) should be mentioned.
(ii) The entries which are not applicable for the case under consideration are to be deleted.
(iii) Details of outstanding goods.

To

Subject: Acceptance of Tender No. _____ dated _____
for supply _____ against Indent No. _____ dated _____

Ref: _____ dated _____

Dear Sirs,

Your attention is invited to the acceptance of tender cited above, according to which supplies ought to have been completed by you on or before _____ in spite of the fact that the time of delivery of the stores stipulated in the acceptance of tender is deemed to be of the essence of the contract it appears that the _____ supplies (give details of quantity of items) are still outstanding even though the date of delivery has expired.

2. Although not bound to do so, I hereby extend the delivery date to _____ and you are requested to note that in the event of your failure to deliver the stores within the delivery period as hereby extended, the contract shall be cancelled and the outstanding quantity of the stores shall be purchased at your risk and cost.

3. Please note that price preference loss where stipulated for in the schedule to the acceptance of tender and an amount equal to the liquidated damages for delay in supply of the stores after the expiry of the contract delivery period shall be recovered from you for the extended period notwithstanding the grant of this extension of delivery period. You may tender the stores / (Balance of the stores for inspection in terms of this letter).

4. The above extension of delivery date will also be subject to the following further conditions.

(a) that no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the said A/T which takes place after _____ * _____ shall be admissible on such of the said stores as are delivered after the said date, and

(b) that notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after _____ * _____ shall be admissible on such of the said stores as are delivered after the said date.

- (c) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of the reduction in or remission of customs duty, excise duty, sales tax or on account of any other ground as stipulated in the price variation clause which takes place after the expiry of the above mentioned date namely_____

5. You are requested to note that notwithstanding the extension in Delivery Period, (if accepted by you) the time hereby extended for supply of stores shall be deemed to be of essence of contracts and failure on your part to supply the stores by the extended time shall entitle the purchaser to cancel the contract at your risk and cost without further notice of opportunity.”

6. Please intimate your unconditional acceptance to reach this office within 21 days of issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference.

7. All other terms and conditions of the contract remains unaltered.

(.....)
for & on behalf of the University

Give here the date of original delivery.

Copy to:

1. (Indenting Officer / Purchaser) to intimate within a period of one month whether any loss actual/potential, damage or inconvenience has been suffered on account of the delay in supplies. In case no reply is received within this period, it will be presumed that no loss damage or inconvenience has been suffered and A/T will be finalized without any further reference to them.

DRAFT NOTICE TO BE ISSUED AFTER 15 DAYS OF ISSUE OF AMENDMENT LETTER REGARDING EXTENSIONS OF DELIVERY PERIOD WHERE THE SUPPLIER HAS NEITHER ACKNOWLEDGED NOR ACTED UPON THE EXTENSION LETTER

REGISTERED- AD

No.

Dated

To

M/s-----

Sub: A/T No. Dated for supply of

Dear Sirs,

This is with reference to your letter No. Dated requesting the grant of extension of delivery period under the above mentioned contract and this office amendment letter No. dated

You have neither conveyed your acceptance of the extension letter as desired in Para 6 of the letter / nor you have cared to effect any supplies without prejudice to the rights of the purchaser under the contract and under the law. You are requested to state by (Here give date by adding 15 days to the date of issue of this notice) whether the aforesaid amendment letter regarding extension of delivery period is acceptable to you. In event of your failure to acknowledge acceptance of the extension letter by the above mentioned date, the contract will be cancelled and outstanding quantity of the stores shall be purchased at your risk and cost under the terms of the contract.

Yours faithfully,

For an on behalf of the

Copy to (Not to appear on firm's copy)

1. He should inform telephonically / by fax whether any supplies have been made by the supplier after (Here indicate the last agreed delivery period) the last agreed delivery period after the issue of the extension letter mentioned in this notice. This reply should be sent so as to reach the undersigned before the (Here give the date which has been indicated in the notice for the supplier to send his acceptance).

For an on behalf of the

**MODEL FORMAT FOR CORRESPONDENCE WITH SUPPLIER
AFTER BREACH OF CONTRACT**

Registered Acknowledgement Due

To

M/s _____

Sub : Contract No dated for supply of

Dear Sirs,

The date of delivery of the subject contract expired on _____. As supplies against the same have not yet been completed, there is a breach of the contract on your part. As information is required regarding past supplies against this contract, you are requested to send the particulars regarding the quantity so far supplied and, also, the quantity so far inspected but not yet despatched and the quantity so far not tendered for inspection before the expiry of the date of delivery. The above information is required for the purpose of verification of our records and is not intended to keep the contract alive and does not waive the breach.

This is without prejudice to the rights and remedies available to the purchaser in terms of the contract and law applicable in this behalf.

Yours faithfully,

FINANCE OFFICER

For and on behalf of
Central University of Himachal Pradesh

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To:

The Finance Officer,
Central University of Himachal Pradesh,
Post Box No.21, Dharamshala (HP)

Dear Sir,

In accordance with the provisions of the Purchase Order No. _____, Dated _____, M/s _____, (name and address of Supplier) (hereinafter called "the supplier") shall deposit with Central University of Himachal Pradesh, Dharamshala (herein after called the "University"), a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of (amount of guarantee * _____ (in words)).

We, the _____(bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the University on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____ (amount of guarantee)* _____ (in words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between University and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____.

Yours truly,

Signature and seal:
Name of bank/
Financial institution:
Address:

Date:

Note: An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

No.98/ORD/1
Government of India
CENTRAL VIGILANCE COMMISSION

**Satarkta Bhavan, Block 'A',
G.P.O. Complex, I.N.A.,
New Delhi – 110 023
Dated the 6th April, 2004**

Office Order No. 20/4/04

Sub: Improving Vigilance Administration: Increasing Transparency and cutting delays by e-payments and e-receipt by Govt. Organisations etc.

The Commission has been receiving complaints about inordinate delays in making payments to the vendors and other suppliers to the Govt. organisations, Public Sector Undertakings etc. Similarly complaints are received about delays in getting refunds from taxation dept. and other departments. Apart from increasing the cost of procurement, the delays lead to opportunities for corruption. A number of measures are required to cut down on delays in making payments. One such step is resorting to mechanism of e-payments and e-receipts wherever such banking facilities exist.

In the last few years tremendous progress has been made by the banking sector in computerization including net-working of branches, making it possible to do e-banking by making use of facilities like electronic clearing system (ECS) and electronic fund transfer (EFT) etc. These facilities are available in most of the banks including the State Bank of India as well as in private banks. A large number of corporates including public sector undertakings are already making e-payments to vendors and employees instead of making payments by issue of cheques.

The Commission has been receiving complaints that delay is intentionally caused with ulterior motives in the issue and dispatch of cheques in the accounts and finance wings of a large number of Govt. Organisations. As the e-payment facility is already available in the metros as well as practically in all the main urban centres of the country, in order to curb the above mentioned malpractices, the CVC in the exercise of powers conferred on it under Section 8(1) (h) issues following instructions for compliance by all govt. departments, PSUs, banks and other agencies over which the Commission has jurisdiction.

1. The payment to all suppliers/vendors, refunds of various nature, and other payments which the organisations routinely make shall be made through electronic payment mechanism at all centres where such facilities are available in the banks.
2. Salary and other payments to the employees of the concerned organisations at such centres shall also be made through electronic clearing system (ECS) wherever such facilities exist.

As the organisations will have to collect bank account numbers from the vendor, suppliers, employees and others who have interface of this nature with the Govt. organisations, the concerned organisations may plan to switch over to e-payment system in a phased manner starting with transactions with the major suppliers in the beginning or in whatever manner is found more convenient.

It is expected that in three months i.e. by 1st July, 2004, 50% of the payment transactions both in value terms as well as in terms of number of transactions shall be made through ECS/EFT mechanism instead of payment through cheques. The remaining 50% payment transactions at all centres where such facilities exist shall be made by 31st Dec., 2004.

These instructions are applicable to all the metro cities and other urban centres where the banks provide ECS / EFT and similar other facilities.

The departments, PSUs, Banks etc. should also provide an enabling environment and facilities so that businessmen and other citizens can make payment of Govt. dues and payments to PSUs etc. electronically.

In addition to significantly reducing processing costs in preparation and dispatch of cheques, the above measures also reduce the risk of frauds by providing speed, efficiency and easier reconciliation of accounts.

Sd/-
(ANJANA DUBE)
DEPUTY SECRETARY

Central University of Himachal Pradesh

Post Box – 21, Dharamshala, District Kangra, Himachal Pradesh – 176215
Phone No. 01892-229330, 229573, Fax No. 01892-229331

No.

Dated:

To

Name of the firm
Address

Sub: Rate Contract No. Dated for the supply of
valid from to

Ref: (I) This office Tender Enquiry No. _____
(II) Your Quotation No. _____ and subsequent letters.

Dear Sir,

You are hereby informed that your above referred tender read with subsequent letters mentioned above for the stores specified in the Schedules annexed has been accepted. This Rate Contract will be governed by the terms and conditions brought in the Tender document. The Rate Contract and the Schedules annexed hereto shall be the sole repository of this Rate Contract / Transaction.

SCHEDULES ANNEXED 0

1. Schedule 'A' Description of Stores, Prices, Duties/Taxes.
2. Schedule 'B' Special Conditions of Contract (IF ANY).
3. Schedule 'C' List of parallel rate contracts.

Yours faithfully,

(.....)

For and on behalf of the
Central University of Himachal Pradesh

CC:

1. (All DDOs/HODs, of the University as per mailing list)
2. Internal Audit Officer

FINANCE OFFICER
Central University of Himachal Pradesh

SCHEDULE 'A'

1. **RATE CONTRACT No.** _____ **DATED** _____ **FOR THE SUPPLY OF** _____
(Nomenclature of Stores)

2. **ADVANCE RATE CONTRACT NO.**

3. (A) **NAME AND FULL ADDRESS OF THE FIRM** _____
Telephone No. _____
FAX NO. _____

(B) **NAME AND FULL ADDRESS OF MANUFACTURER** _____

4. **VALIDITY OF RATE CONTRCT:** _____

5. **DESCRIPTION OF ITEM, SPECIFICATION, UNIT RATE**

STORE CODE NO.	DESCRIPTION OF ITEM	SPECIFICATION, DRAWING NO.	UNIT	RATE PER UNIT
1	2	3	4	5

6. **TERMS OF DELIVERY** : _____

7. **EXCISE DUTY** : _____

8. **SALES TAX** : _____

9. **DELIVERY PERIOD** : _____

10. **ANNUAL TURN OVER /
MONETARY LIMIT** : _____

11. **SLAB DISCOUNT, IF ANY** : _____

12. **PRICES** : **Prices are Firm and Final (or)**
Prices are variable as per Price
Variation Clause given in
Schedule 'B'.

13. **MINIMUM QUANTITY IN
SINGLE SUPPLY ORDER** : _____

14. **STATUS OF RC HOLDING FIRM** : **LSI / SSI / PSU**

15. **INSPECTION AUTHORITY** :

16. **QUALITY ASSURANCE OFFICER** :

17. **PLACE AT WHICH THE STORES
ARE TO BE TENDERED FOR
INSPECTION** : **FULL ADDRESS**

SCHEDULE 'B'

(SPECIAL CONDITIONS APPLICABLE TO THE RATE CONTRACT)

Special Conditions, where they differ from the or in addition to General Conditions or override the latter.

SCHEDULE 'C'

LIST OF PARALLEL RATE CONTRACT

S. No.	Name of the Parallel R/C Holder	Parallel R/C No. and date.

No.005/CRD/19
Government of India
Central Vigilance Commission

Satarkta Bhawan, Block 'A',
GPO Complex, INA,
New Delhi- 110 023
Dated the 5th July 2007

Office Order No.23/7/07

Subject:- Transparency in Works / Purchase / Consultancy contracts awarded on nomination basis.

Reference is invited to the Commission's circular No.15/5/06 (issued vide letter No.005/CRD/19 dated 9.5.2006), wherein the need for award of contracts in a transparent and open manner has been emphasized.

2. A perusal of the queries and references pertaining to this circular, received from various organizations, indicates that several of them believe that mere post-facto approval of the Board is sufficient to award a contracts on nomination basis rather than the inevitability of the situation, as emphasized in the circular.

3. It is needless to state that tendering process or public auction is a basic requirements for the award of contract by any Government agency as any other method, especially award of contract on nomination basis, would amount to a breach of Article 14 of the Constitution guaranteeing right to equality, which implies right to equality to all interested parties.

4. A relevant extract from the recent Supreme Court of India judgment in the case of Nagar Nigam, Meerut Vs A1 Faheem Meat Export Pvt. Ltd. [arising out of SLP(civil) No.10174 of 2006] is reproduced below to reinforce this point.

"The law is well-settled that contracts by the State, its corporations, instrumentalities and agencies must be normally granted through public auction/public tender by inviting tenders from eligible persons and the notifications of the public-auction or inviting tenders should be advertised in well known dailies having wide circulation in the locality with all relevant details such as date, time and place of auction, subject matter of

auction, technical specifications, estimated cost, earnest money deposit, etc. The award of Government contracts through public-auction/public tender is to ensure transparency in the public procurement, to maximize economy and efficiency in Government procurement, to promote healthy competition among the tenderers, to provide for fair and equitable treatment of all tenderers, and to eliminate irregularities, interference and corrupt practices by the authorities concerned. This is required by Article 14 of the Constitution. However, in rare and exceptional cases, for instance, during natural calamities and emergencies declared by the Government; where the procurement is possible from a single source only; where the supplier or contractor has exclusive rights in respect of the goods or services and no reasonable alternative or substitute exists; where the auction was held on several dates but there were no bidders or the bids offered were too low, etc., this normal rule may be departed from and such contracts may be awarded through 'private negotiations'."

(Copy of the full judgement is available on the web-site of the Hon'ble Supreme Court of India, i.e., www.supremecourtindia.nic.in)

5. The Commission advises all CVOs to formally apprise their respective Boards / Managements of the above observations as well as the full judgment of the Hon'ble Supreme Court for necessary observance. A confirmation of the action taken in this regard may be reflected in the CVO's monthly report.

6. Further, all nomination / single tender contracts be posted on the website ex post-facto.



(Rajiv Verma)
Under Secretary

TelegraphicAddress :
"SATARKTA: New Delhi
E-Mail Address
cenvigil@nic.in
Website
www.cvc.nic.in
EPABX
24651001 - 07
फैक्स/Fax : 24616286



सत्यमेव जयते

केन्द्रीय सतर्कता आयोग
CENTRAL VIGILANCE COMMISSION



सतर्कता भवन, जी.पी.ओ. कॉम्प्लैक्स,
ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023
Satarkta Bhawan, G.P.O. Complex,
Block A, INA, New Delhi 110023

No.011/VGL/014

सं./No.....

दिनांक / Dated 11th February, 2011

Circular No.01/02/11

Sub: Transparency in Tendering System

There have been instances where the equipment/plant to be procured is of complex nature and the procuring organization may not possess the full knowledge of the various technical solutions available in the market to meet the desired objectives of a transparent procurement that ensures value for money spent simultaneously ensuring upgradation of technology & capacity building.

2. The Commission advises that in such procurement cases where technical specifications need to be iterated more than once, it would be prudent to invite expression of interest and proceed to finalise specifications based on technical discussions/presentations with the experienced manufacturers/suppliers in a transparent manner. In such cases, two stage tendering process may be useful and be preferred. During the first stage of tendering, acceptable technical solutions can be evaluated after calling for the Expression of Interest (EOI) from the leading experienced and knowledgeable manufacturers/suppliers in the field of the proposed procurement. The broad objectives, constraints etc. could be published while calling for EOI. On receipt of the Expressions of Interest, technical discussions/presentations may be held with the short-listed manufacturers/suppliers, who are prima facie considered technically and financially capable of supplying the material or executing the proposed work. During these technical discussions stage the procurement agency may also add those other stake holders in the discussions who could add value to the decision making on the various technical aspects and evaluation criteria. Based on the discussions/presentations so held, one or more acceptable technical solutions could be decided upon laying down detailed technical specifications for each acceptable technical solution, quality bench marks, warranty requirements, delivery milestones etc., in a manner that is consistent with the objectives of the transparent procurement. At the same time care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidders. Proper record of discussions/presentations and the process of decision making should be kept.

-2-

3. Once the technical specifications and evaluation criteria are finalized, the second stage of tendering could consist of calling for techno commercial bids as per the usual tendering system under single bid or two bid system, as per the requirement of each case. Final selection at this stage would depend upon the quoted financial bids and the evaluation matrix decided upon.
4. Commission desires that organizations formulate specific guidelines and circulate the same to all concerned before going ahead with such procurements.


(Anil Singhal)
Chief Technical Examiner

Central University of Himachal Pradesh

REGISTER OF PERMANENT STORES

S. NO.	PARTICULARS OF STORES RECEIVED						PARTICULARS OF STORES ISSUE & DISPOSAL						
	Date	Name of Supplier	Bill No. & Date	Qty.	Value	Signatures of Store Incharge	Date	To Whom Issued	Manner of Disposal / Issue	Location	Qty.	If Sold Amount Realized	Signatures of Store Incharge

Central University of Himachal Pradesh

REGISTER OF CONSUMABLE STORES

S. NO.	PARTICULARS	BILL NO. AND DATE	DETAILS OF RECEIPT			QTY. ISSUED	BALANCE	SIGN. OF STORE INCHARGE	REMARKS
			Qty.	Rate	Amount				

REPORT OF SURPLUS, OBSOLETE AND UNSERVICEABLE STORES FOR DISPOSAL

ITEM NO.	PARTICULARS OF STORES	QUANTITY / WEIGHT	BOOK VALUE / ORIGINAL PURCHASE PRICE	CONDITION AND YEAR OF PURCHASE	MODE OF DISPOSAL (SALE, AUCTION, WRITE OFF OR OTHERWISE)	REMARKS
1	2	3	4	5	6	7

It is to certify that:

1. We have physically verified the stores and recommend the above items of stores for disposal by way of sale, public auction, write off / destruction.
2. The above stores have become obsolete and unserviceable by virtue of general wear and tear and no officer / official is responsible.
3. The stores have become surplus because of _____ (give reasons).

Signatures by the Physical verification Committee Members:

Countersigned

HEAD OF THE DEPARTMENT

SALE ACCOUNT

FORM FOR MAINTAINING SALE ACCOUNT

Item No.	Particulars of Stores	Quantity/ weight	Name and full address of purchaser	Highest bid accepted	Highest bid rejected	Earnest money realised on the spot	Date on which the complete amount is realised and credited in University account	Whether the articles were actually handed over on the spot, if not the actual date of handing over with quantity	Remarks
1	2	3	4	5	6	7	8	9	10

SIGNATURES OF THE HEAD OF DEPARTMENT /
DRAWING & DISBURSING OFFICER

ORDINANCE NO: 36

SCHEDULE OF DELEGATION OF FINANCIAL POWERS

*(Under Section 28(2) of Act and Statute 12(2)(xx) of the Central Universities Act 2009)
(Approved by the Executive Council and the Finance Committee in their meetings held on 11th June, 2011)*

1. All the powers delegated hereunder are subject to the provisions of Act, Statutes, Rules, and Regulations of the University and instructions / directions of the Ministry of Human Resource Development, Govt. of India and the University Grants Commission.
2. All these powers are subject to fulfilment of all codal formalities and observance of rules / procedures and other general or specific orders /instructions of the university.
3. The delegation of these powers does not carry any administrative approval or financial sanctions.
4. All the powers are subject to explicit provision and availability of funds in the respective heads / schemes; allocation of funds in each case and are to be exercised strictly keeping in view the financial propriety and prescribed procedures.
5. All purchases exceeding Rs. One lakh are to be got approved from the College / School Purchase Committee and the purchases exceeding ` 5 lakhs are to be got approved from the Central Purchase Committee.
6. All purchases intended to be made on rate contract of the University / Government / DGS&D need not to be routed through the Committees.
7. The powers delegated to a lower authority can be exercised by the higher authority
8. The Vice-Chancellor shall have the right to withdraw any or all the powers from any functionary if he is satisfied that the same are not being exercised prudently.

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

(Rupees in Lakhs)

S. No.	Description	Vice-Chancellor	Pro-Vice-Chancellor	Finance Officer	Deans / Registrar / Controller of Examination	Librarian / Other Statutory Officers / DSW	Directors / HODs / PIs & Deputy Registrars declared as DDOs	Associate Professors / Assistant Registrars declared as DDOs	Remarks
1	2	3	4	5	6	7	8	9	10
1.	To sanction purchase of books (print / electronic), periodicals maps etc.	Full Powers	Full Powers	2.00 per annum	2.00 per annum	0.50 per annum	0.25 per annum	0.10 per annum	1.00 at a time with annual limit of 5.00 for Librarian.
2.	To make local purchase of stationary for office use in case of emergency.	Full Powers	-do-	5.00	5.00	2.00	1.00	0.50	Per annum
3.	To assign printing work.	Full Powers	-do-	5.00	5.00	2.00	1.00	0.50	Per annum
4.	To rent or lease buildings or land for university work.	Full Powers	1.00	-	-	-	-	-	In each case
5.	To sanction permanent advance to DDOs	Full Powers	0.50	0.25	-	-	-	-	-
6.	To sanction purchase of apparatus, lab. Equipment, elect. & electronics instruments, machinery & other capital nature stores.	Full Powers	Full Powers	1.00	1.00	1.00	0.50	0.10	In each case

1	2	3	4	5	6	7	8	9	10
7.	To sanction purchase of consumable stores other than stationery articles	Full powers	-do-	5.00*	5.00*	3.00	1.00	0.50	In each case. *with annual limit of 10.00
8.	To sanction purchase of stationery articles.	Full Powers	-do-	10.00	5.00	2.00	1.00	0.50	Per Annum
9.	To sanction purchase of furniture.	Full Powers	-do-	2.00	0.50	0.25	0.10	0.10	In each case
10.	To sanction purchase of computers, computer peripheral, printers and calculators.	Full Powers	-do-	2.00	0.50	0.25	0.10	0.10	In each case
11.	To sanction hiring of furniture, crockery, vehicles, shamyanas, kanats and other other materials for university functions	Full Powers	-do-	1.00	0.50	0.25	-	-	In each case
12.	To sanction repair / overhauling of furniture, scientific equip. Machines, computers, calculators etc.	Full Powers	-do-	0.50	0.50	0.25	0.10	0.05	In each case
13.	To sanction purchase of vehicle including buses	Full Powers	-do-	-	-	-	-	-	-

1	2	3	4	5	6	7	8	9	10
14.	To sanction maintenance, running charges repair & replacement of parts of vehicles.	Full Powers	-do-	0.50	0.25	0.25	0.10	0.05	In each case
15.	To sanction expenditure on exhibitions, demonstration, fair including, purchase of material connected therewith.	Full Powers	-do-	-do-	-do-	-do-	-do-	-do-	In each case
16.	To sanction expenditure on university functions / meetings (approved by V.C.)	Full Powers	-do-	2.00	1.00	1.00	0.50	0.10	In each case. 2.00 to Registrar
17.	To sanction photography charges including purchase of photography material.	Full Powers	-do-	2.00	1.00	1.00	0.50	0.10	In each case
18.	To sanction advertisement charges.	Full Powers	-do-	2.00	1.00	1.00	0.50	0.10	In each case. 2.00 to Registrar
19.	To sanction electric / water charges.	Full Powers	-do-	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	-

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

1	2	3	4	5	6	7	8	9	10
20.	To sanction expenditure on Extension repairs & maintenance charges including trunk calls, local calls and rental charges.	Full Powers	-do-	0.05	0.05	0.05	0.03	0.02	Per month
21.	To sanction expenditure on postage, telegram, speed post including inland and foreign postage	Full Powers	-do-	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	-
22.	To sanction payment of demurrage / warffage charges etc.	Full Powers	-do-	1,000	1,000	500	500	200	In each case
23	To sanction expenditure on Court cases/ law charges of cases instituted with the permission of Vice-Chancellor.	Full Powers	-do-	0.50 in each case	0.50 in each case*	-	-	-	To Registrar only
24.	To sanction hot & cold weather charges including freight charges.	Full Powers	-do-	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	-
25.	To dispense with payment of earnest money or security for purchase erection of plant & machinery, implements spares etc. by the firms of repute / undoubted financial standing.	Full Powers	-	-	-	-	-	-	-

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

1	2	3	4	5	6	7	8	9	10
26.	To sanction expenditure on book binding material & other binding work.	Full Powers	Full Powers	0.50	0.10	0.10	0.05	0.05	In each case. 1.00 for Librarian
27.	To sanction expenditure on uniforms, clothing & other livery articles to university employees.	Full Powers	-do-	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	On approved norms/rates
28.	To sanction engagement of skilled & un-skilled / contractual labour.	Full Powers	-do-	1.00 per annum	1.00 per annum	1.00 per annum	-	-	
29.	To sanction honorarium for special work of casual & intermittent character.	Full Powers	-	-	-	-	-	-	-
30.	To sanction refund of revenue collected from students & others.	Full Powers	Full Powers	Full powers for refund of excess realization	Full powers in case of students.	Full powers in case of students	-	-	-
31.	To sanction refund of deposit, earnest money or caution money deposits.	Full Powers	-do-	Full Powers other than construction works	Full powers in case of students.	Full powers in case of students	-	-	

1	2	3	4	5	6	7	8	9	10
32.	To sanction licence fee, taxes, etc. as required by Central / State Govt. / Local Bodies.	Full Powers	-do-	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	-
33.	To sanction purchase of furniture, cooking crockery, utensils etc. for student hostels of the university.	Full Powers	-do-	1.00	-	0.50	-	-	In each case to DSW only
34.	To sanction purchase of furniture, crockery / utensils & other furnishing materials for guest / rest houses, maintained by the university.	Full Powers	-do-	5.00	-	5.00*	-	-	*Per annum to XEN only)
35.	To sanction purchase of hospital pharmaceuticals & medicines & surgical & other allied instruments diet articles.	Full Powers	-do-	-	5.00	-	1.00	1.00	In each case to all Deans and HODs of Medical College & its Deptt. And Medical Officer of Health Centre

1	2	3	4	5	6	7	8	9	10
36.	To sanction sale at reduced rates.	Full Powers	-	-	-	-	-	-	
37.	To sanction Purchase of urgent apparatus chemicals, stationery, stores etc. without quotations.	Full Powers	0.15	0.15	0.15	0.15	0.10	0.05	In each case
39.	To fix sale rates of products, nursery plants bacterial culture etc.	Full Powers	-	-do-	-	-	-	-	-
40.	To sanction refundable CPF / GPF advance.	Full Powers	Full powers	Full Powers	-	-	-	-	
41.	To sanction second advance & withdrawal / final withdrawals from CPF / GPF / CPS.	Full Powers	-do-	Full Powers	-	-	-	-	-
42.	To grant festival / warm clothing & other misc. advances.	Full Powers	-do-	Full Powers	Full powers	Full powers	Full powers	Full powers	Subject to availability of funds.

1	2	3	4	5	6	7	8	9	10
43.	To sanction LTC advances	Full Powers	-do-	Full Powers	Full Powers	Full Powers	-	-	In respect of employees working under them.
44.	To write off irrecoverable value of stores or money lost through negligence or other cause & unprofitable outlay on work.	1.00	0.50	-	-	-	-	-	In each case
45.	To write off cost of articles becoming unserviceable due to fair wear & tear.	Full Powers	Full Powers	1.00 per annum	0.50 per annum	0.50 per annum	0.25 per annum	0.10 per annum	With concurrence of Finance Officer
46.	To write off live stock lost or dead & stores or other dead stock articles including stationery, furniture lost or becoming unserviceable.	Full Powers	-	-	-	-	-	-	
47.	To write off shortage of seeds, fertilizers, chemicals, insecticide, fire wood, chorcol, oils & lubricants due to dryage, wastage, spillage etc.	Full Powers	-	-	-	-	-	-	

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

1	2	3	4	5	6	7	8	9	10
48.	To write off the value of books, periodicals & publications of the library found lost, damage, unaccounted for & found short during the stock verifications.	Full Powers	1.00	-	-	0.10	-	-	Per annum to Librarian only
49.	To write off obsolete publication.	Full Powers	Full Powers	0.25	0.15	0.15	0.10	0.10	In each case
50.	To write off cost of glassware articles due to breakage by students / staff.	Full Powers	-do-	-	0.50*	-	0.15	0.05	Per annum. *To Deans only
51.	To sanction purchase of prizes & awards / medals to students.	Full Powers	-do-	-	1.00	1.00	-	-	Per annum to Deans and DSW
52.	To sanction merit & other scholarships / fellowships payable from University fund.	Full Powers	-do-	-	Full Powers	-	-	-	To Deans only on approved norms
53.	To sanction expenditure on University convocation.	Full Powers	-do-	5.00	5.00*	-	-	-	Per annum. *To Registrar only

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

1	2	3	4	5	6	7	8	9	10
54.	To sanction expenditure for annual prize distribution function & athletics/games meets of colleges.	Full Powers	-do-	1.00	1.00*	1.00*	-	-	Per annum. To Deans and DSW
55.	To remit late fee / fines imposed on students.	Full Powers	-do-	-	Full Powers*	Full Powers*	-	-	To Deans and DSW
56.	To sanction sale of university produce by public auction.	Full Powers	-do-						
57.	To effect purchase on single quotation basis. i)From Govt. agencies / undertaking / Co-operative Societies / Sole manufactures / distributors. On manufactures rate list subject to production of printed price list and authorized dealer's certificate.	Full Powers	-do-	Full powers	Full Powers	Full Powers	Full Powers	Full Powers	As per delegation of financial powers in each case.
	ii. Cases not covered above.	Full Powers	-do-	0.50	-	-	-	-	In each case

1	2	3	4	5	6	7	8	9	10
58.	To approve mortality of laboratory animals.	Full Powers	-do-	-	Full Powers*	-	Full Powers	-	To Deans only
59.	To waive discrepancies relating to stores receiving short or partly damaged in r/o overseas consignments received in an un open & out wardly good conditions.	Full Powers	-	-	-	-	-	-	
60.	To grant compensation to employees under workmen's compensation act.	Full Powers	-	-	-	-	-	-	
61.	To sanction the waiving in part or whole of recoveries of overpayments pointed out by audit.	0.50	0.25	-	-	-	-	-	In each case

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1	2	3	4	5	6	7	8	9	10
62.	To sanction contingent expenditure not provided for in any of these prescribed delegations.	Full Powers	1.00	0.50	0.50	0.50	0.25	0.10	In each case
63.	To sanction ex-gratia grant & other facilities to the families of university employees who die while in service.	Full Powers	Full Powers	Full Powers	-	-	-	-	
64.	To sanction appropriation from one minor head of scheme to another or from one scheme to another under the same head of account.	Full Powers	-	-	-	-	-	-	
65.	To determine the rate of remuneration to experts called for various selection committees & other university business.	Full Powers	-	-	-	-	-	-	
66.	To sanction reimbursement of cost of medicines / treatment to officers / teachers / other employees & their families.	Full Powers	Full powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	On approved norms / rates

1	2	3	4	5	6	7	8	9	10
67.	To sanction reimbursement of cost of medicines / treatment to officers / teachers / other employees & their families in recognized hospitals / institutes for special treatments on the recommendations of the university medical officer / AMA.	Full Powers		-	-	-	-	-	
68.	To countersign the T.A. Bill. Note: An Officer / Teacher who is authorized to invite any person from outside the University in connection with University shall countersign the TA bill of such invitee.	Full Powers	Full Powers	Full Powers	Full Powers.	Full Powers	Full Powers	Full Powers	In respect of staff working under them, Subject to availability of funds.
69.	To sanction expenditure on boarding / lodging of VIP's / university guests / members of selection committee / committee etc.	Full Powers	-do-	-	-	-	-	-	

1	2	3	4	5	6	7	8	9	10
70.	To sanction contingency advance	Full Powers	-do-	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	In respect of items and within sanction powers
71.	To accord administrative / financial sanction for construction works.	Full Powers	-	-	-	-	-	-	
72.	To declare drawing & disbursing officers.	Full Powers	Full Powers	Full Powers*	-	-	-	-	*Subject to the recommendation of concerned controlling officer & Incharge / Head

ORDINANCE NO: 37

SCHEDULE OF DELEGATION OF ADMINISTRATIVE POWERS

(Under Section 28(2) of Act and Statute12(2)(xx) of the Central Universities Act 2009)

(Approved by the Executive Council and the Finance Committee in their meetings held on 11th June, 2011)

All the administrative powers delegated hereunder as per schedule are to be exercised subject to the relevant provisions of Act, Statutes, ordinances, regulations of the university and guidelines of UGC / Govt. of India, Rules and Regulations.

The Vice-Chancellor shall have the power to withdraw any or all powers from any functionary if he is satisfied that the same are not being exercised prudently.

The grant of these powers does not carry any administrative or financial sanction / approvals.

S. No.	Description	Vice-Chancellor	Pro-Vice-Chancellor	Deans / Directors	Registrar	Finance Officer / Librarian / DSW	Head of Departments / Offices	Remarks
1	2	3	4	5	6	7	8	9
1.	To make appointments	Full Powers, except teachers and officers	*Full Powers except teachers & officers	-	Full powers in respect of grade C & D staff	-	-	*In the absence of Vice-Chancellor
2.	To permit charge of teachers / employees to be made else where than at headquarters.	Full powers	*Full powers	-	-	-	-	-do-
3.	To effect transfers of teachers / employees.	Full powers	*Full powers	-	**Full powers in respect of grade C & D employees	-	-	*In the absence of Vice-Chancellor. **Except change of station / headquarter
4.	To sanction honorarium / special allowance / advance increments to teachers / officers / employees for special and meritorious work.	i) Full powers to sanction honorarium ii) All cases of grant of special allowance & advance increments to be referred to Executive Council.	-	-	-	-	-	-

1	2	3	4	5	6	7	8	9
5.	To assign additional charge of higher / similar post*s) and sanction remuneration / special pay.	Full powers *	-	-	-	-	-	*As per provision of FRs / SRs
6.	To permit teachers / officers / employees to attend within country the conferences, seminars, meetings / workshops and other university business.	Full powers	Full powers for the staff working under the respective statutory officer subject to budgetary provisions and availability of funds					-
7.	To permit teachers/officers/ employees to attend within country training courses.	Full powers	-do-					-
8.	To allow daily allowance to officers / teachers / employees at place of training / seminar / conference.	Full Powers	-do-					-
9.	To grant permission to teachers / officers / employees for purchase of moveable and immoveable property.	Full powers	Full powers for the staff working under their control					

1	2	3	4	5	6	7	8	9
10.	To permit teachers / officers / employees to attend outside the country conferences, seminars, meetings / workshops, training programmes	Full Powers upto six weeks programmes	-	-	-	-	-	All such cases to be reported to Executive Council.
11.	To sanction Earned Leave and all other kinds of leave	Full powers	Full powers as per Leave Rules for EL, HPL, Commuted leave, maternity, paternity leave, except Extra Ordinary leave upto two months to Statutory officers and upto one month to HODs, to all staff working under them					
12.	To grant casual leave	Full Powers	Full powers	Full powers	Full powers in respect of staff working under them (for grade C and D staff immediate supervisory officer)			-
13.	To permit installation of new telephone connections	Full powers	Full powers	Full powers with the approval of Telephone Committee				-
14.	To accept resignation of a teacher / officer / employee	Full powers	Full powers	-	Full powers for whom he is appointing authority	-	-	-

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1	2	3	4	5	6	7	8	9
15.	To forward applications of employees for posts outside the university.	Full powers	Full powers	Full powers to Statutory officers in respect of staff working under them except Professors				Up to two applications in a year
16.	To Censure employees, teachers and other employees, to order recovery, suspension, removal / dismissal, reduction in rank and impose all other penalties as per disciplinary rules.	Full Powers	Full power in whose case he is appointing authority. The Vice-Chancellor will have full powers except that of termination of services, dismissal, removal and reduction in rank, in respect of officers / teachers in whose case the Executive Council is the appointing authority.					
17.	To allow employees to complete their probationary period.	Full powers	Full powers where he is appointing authority					
18.	To allow confirmation of employees.	Full Powers	-do-					
19.	To release annual increments.	Full powers	Full powers in respect of all teachers, employees, officers to all Statutory Officers / Head of Departments / Head of Offices who maintain the service books of the staff working under them or within their jurisdiction.				-	

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1	2	3	4	5	6	7	8	9
20.	To declare Head of Departments / Head of Offices.	Full powers	-	-	-	-	-	-
21	To declare holidays / closures in university / colleges / schools / campus(s).	Full powers	-	-	-	-	-	-
22	To conduct obituaries / condolence meetings of deceased employees and State / national leaders.	Full powers	Full powers	-	-	-	-	-
23.	To organize retirement functions / farewell parties of employees.	Full powers	Full powers	*Full powers	-	-	-	In respect of grade B C & D employees
24	To exercise emergent powers in case of natural / university / national emergencies.	Full powers	Full powers*	-	-	-	-	*In the absence of Vice-Chancellor
25.	To institute professional (non political) societies / industries, linkage.	Full Powers	Full powers	-	-	-	-	-do-
26.	To grant affiliation to colleges, schools.	Full Power	Full powers	-	-	-	-	-

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1	2	3	4	5	6	7	8	9
27.	To permit academic sharing with other universities / organizations.	Full Power	-	-	-	-	-	-
28.	To take action for conducive environment and better discipline on and off campus.	Full Powers	Full Powers for the staff working under their control in consultation with the Registrar					-
29.	To issue No objection certificates to teachers / officers and other employees for obtaining passport / visa and attending interview outside the university.	Full powers	Full powers	*Full powers	-	-	-	In respect of grade B C & D employees
30.	To deploy ambulances / vehicles in emergency.	Full powers	Full powers	-	-	-	-	-

ORDINANCE NO: 38
RIGHT TO INFORMATION RULES 2011

(Under Section 28(2); Statute 12(2)(xx) of the Central Universities Act 2009)
(Approved by the Executive Council and the Finance Committee in their meetings held on 11th June, 2011)

1. Short title and commencement:

These rules may be called the “Central University of Himachal Pradesh Right to Information Rules, 2011.”

2. Definitions:

- (1) In these rules unless the context otherwise requires.-
- (a) ‘Act’ means the Right to Information Act, 2005;
 - (b) ‘Form’ means a form appended to these rules;
 - (c) ‘Section’ means section of the Act;
 - (d) “Appendix’ means appendix appended to the rules.
- (2) Words and expressions used but not defined in these rules, shall have the same meaning as assigned to them in the Act respectively.

3. Application for seeking information:

- (1) Any person seeking information under the Act shall make an application in **FORM - ‘A’** to the Public Information Officer accompanied by fee prescribed in Rule 5 and the Public Information Officer shall duly acknowledge the receipt thereof and shall enter the particulars in **PART-I** of the Application Register maintained for the purpose in **APPENDIX - I**.
- (2) Except in the case of an applicant who is determined by the State Government as being below poverty line, the application shall be accepted only if it is accompanied by payment of the requisite application fees as specified in Rule 5. A separate application shall be made in respect of each subject and in respect of each year to which the information relates.
- (3) When the information sought for is ready and requires payment of additional fee, if any, the Public Information Officer shall communicate to the applicant the fact in **FORM - ‘B’** specifying the additional fee to be paid, on his address given in the application. The particulars of information being supplied shall be entered in **PART - II** of the Application Register.
- (4) When the information is ready the Public Information Officer will inform the applicant in **FORM - ‘C’**.
- (5) Any information supplied under sub Rule (4) shall be in the language available in the office record.

4. Inspection of record:

- (1) Any person who seeks to inspect the record before making an application under Section 4 shall make application in **FORM - 'D'** for the purpose indicating the record to be inspected.
- (2) An Inspection Register shall be maintained with the Public Information Officer in form given in **APPENDIX - II** and details of the application and inspection shall be recorded therein.
- (3) During inspection the applicant shall not take photographs etc. of the record / document.
- (4) Except if inspection of the record is disallowed under section 8 and 9 of the Act, Public Information Officer shall allow the inspection on payment of the requisite fee prescribed in Rule 5.

5. Charging of fee :

- (1) Except in the case of persons who are below poverty line as determined by the State Government, the Public Information Officer shall charge the fee for supply of information at the following rates, namely:
 - i. A request for obtaining information under sub-section (1) of Section 6 shall be accompanied by an application fee of `10.00 by way of cash against proper receipt or by demand draft or bankers cheque or Indian Postal Orders payable to the Finance Officer, Central University of Himachal Pradesh at Dharamshala.
 - ii. For providing the information under sub-section (1) of section 7, the fee shall be charged by way of cash against proper receipt or by demand draft or bankers cheque or Indian Postal Orders payable to the Finance Officer, Central University of Himachal Pradesh at Dharamshala at the following rates:
 - (a) Rs. two for each page (in A-4 or A-3 size paper)
 - (b) Actual charge or cost price of a copy in larger size paper,
 - (c) Actual cost or price for samples or models; and
 - (d) For inspection of records, no fee for the first hour, and a fee of Rs. five for each subsequent hour (or fraction thereof).
 - iii. For providing the information under sub-section (5) of Section 7, the fee shall be charged by way of cash against proper receipt or by demand draft or bankers cheque or Indian Postal Orders payable to the Finance Officer, Central University of Himachal Pradesh at Dharamshala at the following rates:
 - (a) For information provided in diskette or floppy – `50/- per diskette or floppy; and
 - (b) For information provided in printed form at the price fixed for such publication or Rs. two per page of photocopy for extracts from the publication.
- (2) Every page of information to be supplied shall be duly authenticated giving the name of the Applicant (including below poverty line status if that is the case), and shall bear the dated signatures and seal of the concerned Public Information Officer supplying the information.

- (3) Fees / Charges shall be deposited in the University Account under the sub-head "Receipt under Right to Information Act, 2005". Accruals into this head of account may be utilized for furthering the purposes of the Act, including purchase of equipment and consumables, providing training to staff etc.

6. Procedure in appeals before the Appellate Authorities:

- (1) **Contents of appeal** - The Memorandum of appeal to the Appellate Authority / Commission shall contain the following information, namely:-
- (i) Name and address of the appellant;
 - (ii) Name and address of the Public Information Officer against the decision of whom the appeal is preferred;
 - (iii) Particulars of the order including number, if any, against which the appeal is preferred;
 - (iv) Brief facts leading to the appeal
 - (v) If the appeal is preferred against deemed refusal, the particulars of the application, including number and date and name and address of the Public Information Officer to whom the application was made;
 - (vi) Prayer or relief sought;
 - (vii) Grounds for the prayer or relief;
 - (viii) Verification by the appellant; and
 - (ix) Any other information which the Commission may deem necessary for deciding the appeal.
- (2) The appellant shall submit four copies of the memorandum of appeal for official purpose.
- (3) Every appeal made to the Appellate Authority / Commission shall be accompanied by the following documents, namely:
- (i) Self attested copies of the Orders or documents against which the appeal is being preferred;
 - (ii) Copies of documents relied upon by the appellant and referred to in the appeal; and
 - (iii) An index of the documents referred to in the appeal.
- (4) When the Appellate Authority / Commission may calls for the record, it shall in any case return the original record within 10 days after retaining an authenticated copy if required.
- (5) On the date of hearing or on any other day to which hearing may be adjourned, the parties shall put their appearance before the Appellate Authority / Commission. If the appellant fails to appear on such date, the Appellate Authority / Commission may in its discretion either dismiss the appeal or decide the matter ex-parte on merits.

- (6) The appellant shall not, except by leave of the Appellate Authority / Commission, urge or be heard in support of any ground of objection which has not been set forth in the memorandum, but the Appellate Authority / Commission, in deciding the appeal, need not confine itself to the grounds of objection set forth in the memorandum:

Provided that the Appellate Authority / Commission shall not rest its decision on any ground other than those specified in memorandum, unless the party likely to be affected thereby, has been given, an opportunity of being heard by the Appellate Authority / Commission.

- (7) The Commission may frame regulations in respect of its day-to-day proceedings.

FORM - 'A'

[See rule-3 (1)]

**APPLICATION FOR INFORMATION
UNDER THE RIGHT TO INFORMATION ACT 2005**

To

The Public Information Officer

(Name of the Department from which the information is sought)

- (a) Subject matter of the information
.....
- (b) Period to which the information relates.
Month & year
.....
- (c) Description of the information required
- (d) File No. if available
.....
- (e) Whether the applicant claims exemption as below poverty line family, if yes,
attach proof
.....
- (a) Original Treasury Challan No

amount and date of depositing application fee under Rule 4 be attached.

APPLICANT:

Name _____

Address _____

Telephone No. _____

FORM - 'B'

[See rule 3(3)]

FROM:

**Designation of the
Public Information Officer**
[Department_____]

TO:

(Name of the applicant)
Address of the applicant.

Reference: Application No _____ Dated _____ received on _____

Subject:

Sir / Madam,

Please refer to your above referred application. The information required by you consists of _____ pages and printed publication cost `_____. The additional fee for supplying this information to you is `_____. In case you desire the information to be sent to you by post, an additional amount of `_____ will need to be deposited.

2. You are required to deposit the aforesaid amount of the additional fee with the undersigned personally or through IPO / Bank draft in favour of the Finance Officer, Central University of Himachal Pradesh payable at Dharamshala (HP).

3. If you are not satisfied with the amount of additional fee levied, you have a right to prefer appeal to _____ (Appellate Authority) within a period of 30 days.

**PUBLIC INFORMATION
OFFICER**

Telephone No:

FORM - 'C'

[See rule 3(3) & 6(i)]

FROM:

**Designation of the
Public Information Officer**
[Department _____]

To:

(Name of the applicant)
Address of the applicant.

Reference: Application No _____ Dated _____ received on _____

Subject:

Sir / Madam,

Please refer to your above referred application.

2. The information required by you is ready. You are directed to collect the information from the office of the undersigned on any working day of the week during 12.00 P.M to 3.30 P.M.

PUBLIC INFORMATION OFFICER

Telephone No:

FORM - 'D'

[See rule-4 (1)]

**APPLICATION FOR INSPECTION
UNDER THE RIGHT TO INFORMATION ACT 2005**

TO:

The Public Information Officer

(Name of the Department from which the inspection is sought)

(a) Subject matter of the information

(b) Period to which the information relates.
Month & year

(d) Description of the information required

(d) File No. if available

(e) Whether the applicant claims exemption as below poverty line family, if yes,
attach proof

(f) amount and date of depositing application fee under Rule 4 be attached.

APPLICANT:

Name _____

Address _____

Telephone No. _____

FORM - 'E'

[See rule 3(3)]

FROM:

**Designation of the
Public Information Officer**
[Department_____]

To:

(Name of the applicant)
Address of the applicant.

Reference: Application No _____ Dated _____ received on _____

Subject:

Sir / Madam,

Please refer to your above referred application. The information required by you consisting _____ pages is enclosed herewith.

2. If you are not satisfied with the information so supplied, you have a right to prefer appeal to _____ (Appellate Authority) within a period of 30 days.

PUBLIC INFORMATION OFFICER

Telephone No:

REGISTER OF APPLICATIONS FOR INFORMATION

UNDER THE RIGHT TO INFORMATION ACT 2005

PART - I

S. No.	Name & full postal address of the applicant	Whether below poverty line (BPL)	Date of receipt of application	Tentative date on which the record would be ready	Mode by which the information is sent	IPO/BD No. and date	Signature of PIO
1	2	3	4	5	6	7	8

PART - II

Actual date when the information is ready	Number of actual pages	Amount of additional fee	Signature of applicant with date in token of receipt if the information is delivered in person or if the information is sent by post its particulars and date	Signature of PIO
9	10	11	12	13

INSPECTION REGISTER

UNDER THE RIGHT TO INFORMATION ACT 2005

Sl. No	Name & full postal address of the applicant	Whether below poverty line (BPL)	Subject matter of information	Particulars of record to be inspected	Time taken From____ to_____	Amount Of Fee charged	Signature of applicant	Particulars of fee charged By PIO	Signature of PIO
1	2	3	4	5	6	7	8	9	10

ORDINANCE NO: 39

CUHP (MEDICAL ATTENDANCE) RULES 2011

(Under Section 28(2) of Act and Statute 12(2)(xx) of the Central Universities Act 2009)

(Approved by the Executive Council and the Finance Committee in their meetings held on 11th June, 2011)

1. Short Title and Extent of Application:

- 1.1 The rules may be called Central University of Himachal Pradesh (Medical Attendance) Rules 2011.
- 1.2 These rules shall apply to all the employees of the University including probationers and apprentices who are in the whole time service of the University, including employees on deputation when they are on duty, leave including terminal leave or when under suspension, University pensioners on their re-employment under the University.
- 1.3 In regard to medical concessions, the University employees while on deputation to other University or Government / Department will be governed by the rules of the University, Government / Department concerned.
- 1.4 The concessions granted under these rules to University employees are applicable to their families as well, subject to such conditions or exceptions as may be specified under these rules or under the CS (Medical Attendance) Rules of Government of India.

1. Commencement:

These rules come in to force with effect from the date they are notified.

2. Definitions:

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

- 2.1 Advance means a medical advance admissible to University employees for their own treatment or for the treatment of members of their families, as per the admissibility and limits prescribed under these rules.
- 2.2 Authorised Medical Attendant (hereinafter called AMA) means Medical Officers appointed or designated as such by the University.
- 2.3 Medical Officers appointed by the Department of Health, Government of India or by any State Government, or a private registered medical practitioner as may be recognised / authorised by the University.
- 2.4 The AMA of a University employee is determined with reference to the place at which he/she or his/her family member(s) falls ill, whether it be a permanent residence or place of casual stay or the place where he/she may be spending his/her leave.
- 2.5 Honorary Medical Officers outside hospital precincts are just like private medical practitioners and so cannot be regarded as the AMA of University employees under these rules.
- 2.6 District means the district in which the University employee falls ill.
- 2.7 Hospital means a hospital established or recognised by the University or Government or State Government for providing medical facilities. It includes a departmental dispensary established and run by a Department of the University and Government or State Government, a hospital maintained by a local authority or any other hospital with which arrangements have been made by the University for the treatment of University employees and members of their families.

- 2.8 Government means Govt. of India
- 2.9 State Government means Government of Himachal Pradesh
- 2.10 Medical attendance means attendance by a AMA at the hospital in his consulting room or in the case of illness which compels the patients to be confined to his/her residence, at the residence of the University employee, including such methods of examination for purposes of diagnosis as are available in the nearest Hospital and such consultation with a specialist or other medical officer of the University stationed in the district as the AMA certifies to be necessary to such extent and in such manner as the specialist or medical officer may, in consultation with the AMA determines.
- 2.11 The medical attendance includes attendance at the hospital / dispensary i.e. at the out-patient department or at the residence of the university employee or at the consulting room of the AMA whether maintained at hospital or his residence.
- 2.12 Patient means a University employee to whom these rules apply and who has fallen ill.
- 2.13 Pay means the pay as defined under the university rules. In order to calculate the eligibility of special nursing / special attendant and other matter matters.
- (i) To determine the status of an officer, the actual pay he is drawing at the time he falls ill should be taken into account.
 - (ii) For the purpose of determination of the status of an officer under suspension, the actual pay he was drawing just before the date of his suspension should be taken into account.
 - (iii) In the case of re-employed pensioners' the pension should be taken into consideration along with pay for the purpose of determining the grade for the purpose of medical attendance and treatment.
- 2.14 Schedule means a schedule attached to these rules or to the CS (Medical attendance) Rules 1944.
- 2.15 State means the State in which a patient has fallen ill.
- 2.16 Treatment means the use of all medical and surgical facilities available at a hospital in which the university employee is treated and includes:
- (i) The employment of such pathological, bacteriological, radiological or other methods as I's considered necessary by the AMA.
 - (ii) The supply of such medicines, vaccines, sera or other therapeutic substances as are ordinarily available in the hospital;
 - (iii) The supply of such medicines, vaccines, sera or other therapeutic substances not ordinarily so available as the AMA may certify in writing to be essential for the recovery or for the prevention of serious deterioration in the condition of the University employee except the items mentioned below:
 - (a) Preparations which are not medicines but are primarily foods, tonics, toilet preparations or disinfectants as specified in these rules or the **SCHEDULE - I** of CS Medical Attendance Rules 1944, and
 - (b) Expensive drugs, tonics, laxatives or other elegant and proprietary preparatory preparations as specified in these rules the **SCHEDULE - II** of CS Medical Attendance Rules 1944.
 - (iv) Such accommodation as is ordinarily provided in the hospital and is suited to his status;
 - (v) Such nursing as is ordinarily provided to in-patients by the hospital; and
 - (vi) The specialist consultation described in rule 3.9 but does not include diet or provision at the request of the university employee or accommodation superior to that described under 3.14 (iv).

- 2.17 University means the Central University of Himachal Pradesh, Dharamshala.
2.18 University employee means a whole time employee of the university including non-teaching, teaching staff and officers of the university.

3. Medical Attendance:

- 3.1 A university employee shall be entitled, free of charge, to medical attendance by the AMA.
3.2 Any amount paid by him on account of such medical attendance shall, on production of a certificate in writing by the AMA in this behalf, be reimbursed to him by the University.
3.3 The guiding principles and instructions as contained in CS (MA) Rules, shall be strictly adhered to, for regulating medical claims of the University employees.

Provided that the Controlling officer shall reject any claim, if he is not satisfied with its genuineness on facts and circumstances of each case, after giving an opportunity to the claimant of being heard in the matter. While doing so, he shall communicate to the claimant the reason, in brief, for rejecting the claim and the claimant may submit an appeal to the Finance Officer within a period of forty five days of the date of receipt of the order rejecting the claim.

4. Travelling allowance for medical attendance journeys:

- 4.1 When the place at which a patient falls ill is more than five miles by the shortest route from the consulting room of the AMA –
(i) The patient shall be entitled to travelling allowance for the journey to and from such consulting room, or
(ii) If the patient is too ill to travel, the authorized medical attendant shall be entitled to TA for the journey to and from the place where the patient is.
4.2 Application for TA under these rules shall be accompanied by a certificate in writing by the AMA stating that medical attendance was necessary and / or the patient was too ill to travel.
4.3 If the treatment for a particular disease / procedure is available in the same city where the university employee is employed, he may be permitted to avail of the medical services in any other city of his choice but in such cases, he will not be eligible for sanction of TA/DA. In case the treatment for a particular disease / procedure is not available at the same station, the beneficiary will be entitled for sanction of TA of his entitled class for taking treatment in a different city.

5. Consultation with specialist:

- 5.1 If the AMA is of opinion that the case of a patient is of such a serious or special nature as to require medical attendance by some person other than himself, he may:-
(i) Send the patient to the nearest specialist or other Medical Officer as provided under Rule 3.9, by whom, in his opinion, medical attendance is required for the patient, or

- (ii) If the patient is too ill to travel, summon such specialist or other Medical Officer to attend upon the patient.
- 5.2 A patient so sent, shall on production of a certificate in writing by the AMA in this behalf, be entitled to TA for the journeys to and from the HQ of the specialist or other Medical Officer.
- 5.3 A specialist or other Medical Officer summoned as above shall on production of a certificate in writing by the AMA in this behalf be entitled to TA for the journey to and from the place where the patient is.

6. Medical treatment:

- 6.1 A university employee shall be entitled free of charge to treatment:-
 - (i) in university health centre or Government hospital or such other recognized hospital as may be at or near the place where he falls ill as can in the opinion of the AMA provide the necessary and suitable treatment; or
 - (ii) If there is no such university health centre or Government hospital or such other recognized hospital as is referred to above in such other hospital at or near the place as can in the opinion of the AMA provide the necessary and suitable treatment.
- 6.2 Where the university employee is entitled under sub rule, free of charge, to treatment in hospital, any amount paid by him on account of such treatment in this, behalf, be reimbursed to him by the University.

Provided that the Controlling officer shall reject any claim, if he is not satisfied with its genuineness on facts and circumstances of each case, after giving an opportunity to the claimant of being heard in the matter. While doing so, he shall communicate to the claimant the reason, in brief, for rejecting the claim and the claimant may submit an appeal to the Finance Officer within a period of forty five days of the date of receipt of the order rejecting the claim.
- 6.3 The guiding principles for regulating medical claims given hereunder are to be strictly followed by Medical Officers as well as University employees. The controlling officers are also to examine that these principles are strictly adhered to.
- 6.4 **Cases requiring hospitalization and cases of prolonged treatment not requiring hospitalization:** The cases of medical treatment requiring hospitalization will normally be referred to a hospital by the AMA for admission.
 - (i) If hospitalization is not considered necessary but treatment is expected to be prolonged requiring either more than four consultations / visits within a period of ten days from the date of commencement of treatment, or more than a course of fifteen injections, as the case may be, either separately or concurrently, a patient should be referred to the out patient department (OPD) of the hospital by the AMA at the earliest, unless reference to a specialist is considered necessary.
 - (ii) In cases where a patient is so referred to a hospital for treatment by the AMA, the medical authorities at the hospital may treat him at the OPD. The charges if any, levied at the OPD according to the rules of the hospital shall be reimbursable. The Medical Officer-in charge of the case at the OPD will be regarded as the AMA who would inter alia, advise hospitalization in cases where it is required.

- (iii) If in spite of the specific advice of the AMA or the Medical Officer-in charge of the case at the OPD, a patient does not seek admission in the hospital, the AMA or the Medical Officer concerned should record a note to that effect while signing or countersigning the bills, certificates etc., necessary to be produced by the university employee for the purpose of claiming refund from the university. In such cases no refund would be admissible.
- (iv) If, however, owing to lack of accommodation, admission to a hospital is not possible, as advised by the AMA, reimbursement of expenses incurred on treatment will be permissible to the extent otherwise admissible under the rules.
- (v) A case of prolonged treatment not requiring hospitalization may be defined as a case of single and continuous spell of illness which requires either more than four consultations / visits within a period of ten days from the date of commencement of treatment, or more than a course of fifteen injections, as the case may be, either separately or concurrently.
- (vi) Prolonged medical attendance and treatment should thus be obtained only at the OPD of a hospital, either direct from the very beginning or on the advice of the AMA from the date he so advises in accordance with these rules.
- (vii) There is no objection to medical attendance / treatment being received from the AMA before the case is considered as one requiring in-patient treatment or one requiring out-patient treatment being prolonged within the meaning of the definition at (iv) given above. In such cases, medical bills should be restricted up to the limits enjoined in these rules.
- (viii) In cases where a reference is made by the AMA to the OPD, the AMA should make a mention to that effect in the Essentiality Certificate giving the date of such reference. Two Essentiality Certificates will be required in such cases, one pertaining to medical attendance / treatment at the consulting room of the AMA and the other in respect of treatment at the OPD from the Medical Officer-in charge of the case at the hospital.
- (ix) It will be sufficient if a certificate of non-availability of accommodation in a hospital is obtained from one more hospital in a station with more than one recognized hospital, in addition to that where admission has been recommended by the AMA / Medical Officer-in charge of the case at the case, as the case may be, unless a claim is countersigned by the Vice-Chancellor.

6.5 **In-patient treatment in hospital without consulting AMA permissible:** A University employee is entitled to receive treatment as an in-patient for himself and members of his family, without consulting his AMA, in a hospital where he is ordinarily entitled to receive treatment under the rules, i.e. in a hospital to which he would be admitted had he consulted his AMA. It will, however, be necessary in such cases before reimbursement is made, to obtain a certificate in the form given from the medical authorities of the hospital that the facilities provided were the minimum which were essential for the treatment of the patient. This provision of rule is applicable also to a University employee or a member of his family suffering from an infectious disease to receive in-patient treatment in a Government Infectious Diseases Hospital situated at a place where the University employee or a member of his family is entitled to receive medical attendance and treatment.

- 6.6 **Hospitalization not in Nursing Home / Clinics of AMAs even in emergent cases:** The claims for reimbursement for treatment at consulting room taken from registered medical practitioners appointed as AMAs is admissible but the claims for reimbursement for medical treatment taken from the hospitals / nursing homes, private or maintained by such AMAs which are not recognized under CS (MA) Rules, 1944, is not admissible.
- 6.7 **Treatment for Immunizing and Prophylactic purposes:** The charges incurred on account of treatment for immunizing and prophylactic purposes are refundable to the university employees in respect of treatment for themselves or members of their families in case of communicable diseases only, viz. cholera, typhoid group of fevers, plague, diphtheria, whooping cough, tetanus and poliomyelitis, under the following conditions:
- (i) Treatment may be received from the AMA at his consulting room / residence of the patient, or at the OPD of the hospital direct, provided the local authorities such as municipalities, etc. have no arrangements for providing such treatment free of charge and a certificate to this effect is endorsed by the AMA on the claim for the reimbursement of such expenses.
 - (ii) Reimbursement of cost of prophylactic and immunizing agents specified above may be allowed while treatment for prophylactic and immunization is received from sources at (i) above. Fees for consultations paid to the authorized medical attendants for such consultations will also be reimbursable.
 - (iii) Normally the injections prescribed for such immunizing and prophylactic purposes should be got administered at the OPD of a Government / recognized hospital without payment of any injection fee. In cases where facilities for administration of such injections are not available at the OPD of a hospital and a certificate is given to this effect, such injections may be got administered from the AMA at his consulting room or at the residence of the patient on payment of prescribed fees.
- 6.8 **University Employees / Members of their families may take treatment from any hospital recognized under CGHS / State Government:**
- (i) The University employees or members of their families may avail of medical facilities in any of the Central Government, State Government Hospitals and the hospitals recognized by the State Government / CGHS Rules / CS(MA) Rules 1944 as well as the hospitals fully funded by either Central Government or the State Government subject to the condition that they will be reimbursed the medical expenditure at the rates fixed by the Government under CGHS Rules / CS(MA) Rules 1944 or the actual expenditure incurred, whichever is less.
 - (ii) The University employees, with the permission of the Vice-Chancellor, may avail the medical treatment from any of the private hospitals recognized under CGHS or the Central / State Governments.
- 6.9 **Payment / Reimbursement of medical expenses from two sources viz. from the Insurance Companies and the University:** The beneficiaries who have subscribed to medical insurance policies in addition to availing facilities of these rules, may claim reimbursement from both the sources subject to the condition that the reimbursement from such sources should not exceed the total expenditure incurred by the beneficiary on the treatment. The beneficiary will make the first claim to the

insurance company and the second to the University. The medical claim against the original vouchers / bills would be raised by the beneficiary first on insurance company, which would issue a certificate indicating the amount reimbursed, to the university. The beneficiary would then prefer his medical claim along with the photocopies of vouchers / bills duly certified. The reimbursement by the University would be restricted only to the admissible amount as per approved package rates subject to the condition that the total amount reimbursed by the two organizations does not exceed the total expenditure incurred by the beneficiary.

7. Treatment at Residence:

- 7.1 If the AMA is of the opinion that owing to the absence or remoteness of a suitable hospital or to the severity of the illness, a university employee cannot be given treatment as provided in Rule 7.1(i) the University employee may receive treatment at his residence.
- 7.2 A university employee thus receiving treatment at his residence, shall be entitled to receive towards the cost of such treatment incurred by him a sum equivalent of the cost of such treatment as he would have been entitled, free of charge, to receive under these rules if he had not been treated at residence.
- 7.3 The claims for the sums admissible under the rule shall be accompanied by a certificate in writing by the AMA stating:-
- (i) His reasons for the opinion referred to under Rule 8.2 and
 - (ii) The cost of similar treatment referred to in rule 8.3

8. Other medical facilities:

- 8.1 Charges for the services rendered in connection with but not included in medical attendance on, or treatment of, a patient entitled, free of charge, to medical attendance or treatment under these rules, shall be determined by the AMA and paid by the patient.
- 8.2 If any question arises as to whether any service is included in medical attendance or treatment, it shall be decided under CS (MA) Rules 1944. Still, if any doubt persists, the decision of the Finance Committee shall be final and binding.
- 8.3 The claims of the university employees for reimbursement of expenses on purchase, replacement, repair, adjustments of various artificial appliances and implantation charges viz. dentures, hearing aids, lenses etc. etc. shall be governed under the provisions of CS (MA) Rules 1944.

9. Countersignature of certificates:

- 9.1 The Controlling Officer of a patient may require that any certificate required by these rules to be given by the AMA for travelling allowance purposes shall be countersigned –
- (i) In case of all employees other than Statutory Officer, by the Finance Officer, and
 - (ii) In case of Statutory Officers, by the Vice-Chancellor

10. Transfer to foreign service / deputation:

No employee shall be transferred to foreign service / deputation unless the foreign employer undertakes to afford to him, so far as may be privileges not inferior to those which he would have enjoyed under these rules if he had been employed in the services of the university.

11. Treatment outside India:

A University employee shall be eligible to obtain medical treatment outside India or, as the case may be, to claim reimbursement of the cost of medical treatment obtained inside or outside India in accordance with the provisions of Rule 11 of CS (MA) Rules, 1944.

12. Cash Memo and Essentiality Certificate:

- 12.1 The cash memos for purchase of medicines must be countersigned by the Doctor prescribing the medicines and the Essentiality Certificate must contain the name of all the medicines prescribed and the amount incurred on the purchase of each medicine.
- 12.2 Only serially numbered cash memos with particulars of suppliers printed on it shall be accepted. In case of loss of original cash memos by an employee, the duplicate cash memos submitted by him may be accepted provided the circumstances leading to the losses of the original are fully and satisfactorily explained to the satisfaction of the controlling officer and the duplicate cash memos are duly countersigned by the AMA.
- 12.3 The Doctor must indicate clearly his designation and degrees while signing such reimbursement claim papers.
- 12.4 The cash memos attached with reimbursement claims should be duly cancelled and super-scribed by the Drawing and Disbursing Officer / Controlling Officer in red ink with the following words at the time of regulation of medical claim bills to check their fraudulent re-use:

..... admitted and claimed in Bill No

13. Time limit for medical claims:

- 13.1 The final claims for reimbursement of medical expenses of University employees in respect of a particular spell of illness should ordinarily be preferred within three months from the date of completion of treatment as shown in the essentiality certificate issued by the AMA.
- 13.2 The time limit of three months should be strictly adhered to and the claims not preferred within three months shall be rejected by the controlling officers.
- 13.3 The condonation of delay in preferring the final reimbursement claims should not be considered as a routine matter. However, the controlling officers, however, may examine on merit each individual case seeking condonation, where they are satisfied with the reasons for delay which are to be recorded in writing, and recommend the individual cases for condonation to the Finance Officer for examination.

- 13.4 It power to condone delay in submission of medical reimbursement claims shall be vested with the Vice-Chancellor whose decision shall be final and binding.

14. Application for claiming reimbursement:

The application for claiming reimbursement of medical expenses incurred in connection with medical attendance and/or treatment of University employees or their family members shall be submitted on the prescribed application form in **ANNEXURE - I**.

15. Medical Attendance claims register:

A record of all medical reimbursement claims shall be maintained in the Medical Attendance Claims Register (**ANNEXURE - II**).

16. Grant of Advances:

- 16.1 An advance would be admissible to university employees for their own treatment or for the treatment of members of their families-
- (i) As an in-patient in a hospital under the provisions of these rules
 - (ii) As an out-patient in the cases of major special diseases, like TB / Cancer / Acute Myeloid Leukemia, etc.
 - (iii) Advance for purchase / replacement of artificial appliances.
- 16.2 No advance shall be admissible in case where treatment is being obtained at the residence of the university employee or at the consulting room of the AMA or of the TB / Cancer specialist, or as an out-patient in cases other than TB / Cancer / Acute Myeloid Leukemia.
- 16.3 The application for advance should be supported by a certificate from the Medical Officer / specialist of the hospital that the patient is being treated as an in-patient or in TB / Cancer / Acute Myeloid Leukemia case as an out-patient, at a hospital indicating the duration of such treatment together with the estimates of anticipated expenses thereof.
- 16.4 The maximum limit for grant of advances shall be as prescribed under CS (MA) Rules 1944 from time to time.
- 16.5 In case of major illness of bypass surgery, kidney transplant, etc. the advance may be limited to 90% of the package or according to the estimate submitted by the medical authorities of the hospital concerned.
- 16.6 The advance will be paid direct to the hospital concerned on receipt of an estimate from the medical authorities of the hospital.
- 16.7 The employee concerned is required to submit the adjustment account within a period of one month from the date of his discharge from the hospital.
- 16.8 In case the entire advance has not been utilized for treatment of the patient, the Head of the Department concerned shall correspond with the hospital concerned for refund of the un-utilized balance of the medical advance.

- 16.9 In case of out-patient the amount of advance should be adjusted against subsequent claims for reimbursement of the expenditure and the balance, if any, recovered from the pay of the employee concerned in four equal monthly installments, which shall start from the pay of the month subsequent to the one in which treatment was over where the advance was drawn in connection with the treatment of family member; and in cases where the medical advance was drawn for the treatment of himself/herself, from the pay for the month in which he/she draws duty pay / leave salary, after treatment is over.
- 16.10 An advance may also be made to the university employees for the purchase / replacement, repair and adjustment of admissible artificial appliances under the rules, provided it is certified essential by a specialist in the concerned specialty in the hospital.
- 16.11 **Advances to wife / legal heir when employee is incapacitated to apply:** An advance is normally drawn and paid on the application made by the University employee. However, in exceptional circumstances in cases of serious illness / accidents where the employee is unable to apply for the advance, the advance may be sanctioned on the basis of an application made in his behalf by the wife of the employee or other legal heir in writing.

17. Treatment for special diseases:

In regard to treatment of special diseases, the provisions of CS (MA) Rules 1944 shall be applicable.

18. Concessions for families:

The families of University employees shall be entitled to medical attendance and/or treatment on the scale and conditions allowed to university employees themselves, subject to such exceptions or restrictions specified in these rules. The AMA of the family of the employee is the same as the AMA of a university employee and the family is entitled to receive medical attendance and treatment at the hospital at which the employee himself is entitled.

- 18.1 **General conditions:** The term 'family' for the purpose of these rules shall mean a university employee's wife or husband, as the case may be, and parents, sisters, widowed sisters, widowed daughters, minor brothers, children, step-children divorced / separated daughters and stepmother wholly dependent upon the university employee and are normally residing with the university employee, subject to the following restrictions:
- (i) The limit of income of a family member for deciding the dependency on the University employee shall be as may be prescribed under the CS (MA) Rules 1944 from time to time.
 - (ii) **Son:** Till he starts earning or attains the age of 25 years or gets married, whichever is earlier.
 - (iii) **Daughter:** Till she starts earning or gets married, irrespective of the age limit, whichever is earlier.
 - (iv) Son suffering from any permanent disability of any kind (physical or mental): Irrespective of age limit.
 - (v) Dependent divorced / abandoned or separated from their husband / widowed daughters and dependent unmarried / divorced / abandoned or separated from their husband / widowed sisters: Irrespective of age limit.
 - (vi) Minor brother(s): Up to the age of becoming a major.

- (vii) The term 'children' includes children adopted legally, including children taken as wards by university employees under the Guardians and Wards Act 1890, provided such a ward lives with the employee and is treated as a member of the family and that the employee through a special Will has given such a ward the same status as that of natural born child.
- (viii) The term 'wife' includes more than one wife.
- (ix) When spouse, husband or wife of university employee, as the case may be, employed in a State Government or in the defence / railway services or corporation / bodies financed partly or wholly by the Central or State Government, local bodies and private organisations, which provide medical services would be entitled to choose either the facilities under the University Medical Attendance Rules or the medical facilities provided by the organisation in which he/she is employed.
- (x) In case where both husband and wife are university employees, they, as well as eligible dependants, are entitled to avail of the medical concessions according to his/her status.
Provided that for the purpose of cases covered under (ix) and (x) above, they should furnish to their respective Heads of Departments / Offices a joint declaration as to who will prefer the claim for reimbursement of medical expenses in respect of wife / husband and children. A copy of such a declaration shall be recorded in the personal file of both of them and shall remain in force till such time it is revised on the express request in writing by both of them. In the absence of such a declaration, the medical concessions shall be availed of by the wife and the children according to the status of the husband.
- (xi) In the cases where spouses of university employees are employed in other organizations providing different medical facilities and stationed and residing at different places separately at their respective duty stations, the university employee concerned can avail medical facilities under these rules in respect of himself/herself, as the case may be and the family members residing with him/her, provided the spouse employed in other organisations is not in receipt of fixed monthly family medical allowance and that he/she produces a certificate from the employer of his/her spouse that he/she is not claiming medical facilities in respect of his/her spouse and their family members.
Provided further that in cases where the spouse is employed and is in receipt of fixed monthly medical allowance, the university employee will be eligible for reimbursement of medical expenditure for the family members except the spouse who is in receipt of medical allowance.

18.2 **Dependency of parents:** The following criteria may be adopted to decide whether parents are deemed to be wholly dependent / mainly dependent on university employee for the purpose of eligibility to the concessions under these rules.

- (i) The dependency of parents wholly or mainly shall be subject to monthly income of `3500.00 p.m. of the parents from all sources including pension / family pension, on the date of consideration, or as may be fixed under CS (MA) Rules 1944, from time to time.
- (ii) The lump sum non-recurring income i.e. income from contributory provident fund, prizes, bonds, gratuity, commuted value of pension, insurance benefits, shall not be regarded as income for the purpose of this rule.

- (iii) For reckoning the income of the parents, the pension originally sanctioned should be taken into account for determining the entitlements and coverage and not the pension after commutation.
- (iv) The parents and family members are covered under these rules even if they reside at a station other than the place of duty of the university employee.

18.3 **Adoptive parents:** An adopted child shall be deemed to be the child of his adoptive parents for all purposes and the ties of the child in the family of his birth are severed and replaced by those created by the adoption in the adoptive family. Therefore:

- (i) The term 'family' for the purpose of these rules will include adoptive parents who are wholly / mainly dependent on the University employee subject to fulfillment of other conditions of dependence.
- (ii) The real parents even though they are wholly / mainly dependent on the University employee, shall not be covered under these rules, once the adoption is affected.
- (iii) If the adoptive father has more than one wife living, and the adoption has been made with the consent of more than one wife, only the senior-most among them in marriage will be deemed to the adoptive mother for the purpose of eligibility and coverage under these rules.

18.4 **Parents-in-law of female university employee:** A female university employee shall have a choice to include either her parents or her parents-in-law, for the purpose of availing the benefit under these rules subject to the other conditions of dependence.

- (i) Every female university employee shall immediately after her marriage give a declaration as to whether she should like to include her parents or parents-in-law for the purpose of availing of the benefits under these rules.
- (ii) Even after marriage to other university employee, the female employee would be free to choose either her parents or parents-in-law as 'family' for the purpose of availing of medical benefits under these rules.
- (iii) She can change her said declaration only once during the entire period of her service.
- (iv) The University employees (both male and female) on marriage would be required to give a joint declaration of their option, clearly indicating the details in respect of each member of family, in respect of whom the claim is to be preferred by the spouse concerned. A copy of the said option may be retained in their personal files. Such a declaration could be changed as and required.
- (v) In order to obviate the possibility of double claims or claim from more than one source simultaneously, a certificate in the following manner shall be submitted by all employees along with their medical claims:

CERTIFICATE

Certified that I _____ (name) employed in _____ (name of office in which employed), am not availing of medical facilities or financial / medical allowances in lieu thereof either for myself and/or the members of my family from any (other) source other than under CUHP Medical Attendance Rules 2011.

- 18.5 **Judicially separated wife and dependent children:** Judicial separation does not dissolve marriage and even a judicially separate wife continues in law to be a wife. The grant of maintenance allowance by the Court to such a wife makes no difference in her status as such. Therefore:-
- (i) A judicially separated wife of a university employee (whether she is receiving maintenance allowance or not) would be entitled to medical concessions under these rules.
 - (ii) Further, till the question of guardianship of the dependent children, if any, is decided by the Court of Law, reimbursement of medical expenses in respect of these children may be allowed to either the husband or the wife whoever prefers the claim.

19. Reimbursement in relaxation of rules in emergent cases:

The medical attendance / treatment secured by the university employees for themselves or members of their families shall be regulated as under:

- 19.1 **Circumstances to justify treatment in private medical institutions:** In emergent cases involving accidents, serious nature of disease, etc. the university employees or the members of their family, on the spot may use their discretion for taking the patient for treatment in a private hospital in case no Government or recognized hospital nearer than the private hospital.
- (i) The Head of the Department / Controlling Officer will decide on the merits of the case whether it was a case of real emergency necessitating admission in a private institution. In case, however, of any doubt they may refer the case to the Finance Officer for opinion.
 - (ii) The reimbursement of expenses incurred on treatment obtained in private clinics / nursing home of the AMAs would not be admissible under these rules and also in relaxation of the rules, even in emergent cases.
- 19.2 **Subsequent transfer to Government / recognized hospital:** A patient while in private hospital taking treatment in emergent cases should act according to the advice of the hospital authorities. He should get discharge from such a hospital only when the hospital authorities discharge him.
- 19.3 **Payment procedure:** The payment on account of treatment taken under emergent circumstances shall be guided by the following procedure:-
- (i) Where the expenditure likely to be incurred on such treatment is beyond the paying capacity of university employee, the Head of the Department / Controlling Officer may meet the expenditure directly subject to the limits mentioned in the CS (MA) Rules 1944 and the payment in respect of admissible items of expenditure may be made by the Head of Department direct to the hospital. To enable the Head of the Department to consider such a request, a certificate regarding the expenditure likely to be incurred shall be obtained by the university employee from the hospital authorities and furnished to the HOD.
 - (ii) The Head of the Department / Controlling Officer may make advance payments or advance deposits to hospitals, if demanded. The payments to hospitals at periodic intervals, on the basis of bills, may also be made by the HOD, if necessary.

- (iii) The advance payments or advance deposits to hospitals wherever made, shall be adjusted against final bills and if it is found that the advance payments or advance deposits to hospitals have been more than the final bill, the balance should be got refunded / recovered from the university employee as provided in these rules.
- (iv) The charges on account of inadmissible medicines, etc. will be paid by the university employee himself.
- (v) The ceilings of admissibility shall be as prescribed under CS (MA) Rules 1944.

23 Operation of the Rules:

- 23.1 **General:** The following guidelines are laid down for the general operation of these rules:
- (i) All the important and significant rules and guidelines have been provided in these rules.
 - (ii) However, a situation may arise for which no solution may be readily available or some areas might have remained uncovered or there may arise some doubt on the interpretation of any of these rules. In such cases / situations, the provisions of Central Services (Medical Attendance) Rules 1944 and the instructions issued by the Government of India, Ministry of Human Resource Development, Ministry of Health and Family Welfare and the University Grants Commission, shall be followed.
- 23.2 **Rates and conditions for admissibility of travelling allowance:** The University employees and members of their families will be entitled to traveling allowance at the rates and under the conditions specified in **ANNEXURE - III** for journeys undertaken by them to obtain appropriate medical attendance and treatment to which they are entitled under these rules.
- 23.3 **The instructions regarding prescription and purchase of medicines:** The instructions given in **ANNEXURE - IV** regarding prescription and purchase of medicines, shall be followed by the AMAs as well as University employees.
- 23.4 **Instructions for University employees:** For the guidance and facilitation, precise instructions to the university employees are given in **ANNEXURE - V**.
- 23.5 **Instructions for doctors:** **ANNEXURE - VI** contains the specific instructions for adoption by doctors.
- 23.6 **Instructions for Controlling Officers:** The controlling officers of the university employee may be guided by instructions as contained in **ANNEXURE - VII**.
- 23.7 **Admissible and inadmissible medicines:** The list of medicines – admissible and inadmissible, as provided in Appendix - XVI under CS (MA) Rules 1944 shall be adopted for the operation of these rules.
- 23.8 **Restrictions:** The applicability of these rules is subject to the provisions and restrictions of the Central Services (Medical Attendance) Rules 1944, in general, and the following restrictions in particular:

- 23.8.1 The scales of pay for various entitlements and concessions in respect of university employees and the members of their families shall be as provided under relevant CS (MA) Rules 1944 from time to time.
- 23.8.2 The limits of pay and income for entitlement and eligibility especially for treatment at residence, and accommodation, etc. for employees and members of their families shall be as provided under relevant CS (MA) Rules 1944 from time to time.
- 23.8.3 The members of families are not entitled to the facilities for testing of eyesight for glasses allowed to the university employees.

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (HP)

APPLICATION FORM FOR CLAIMING REIMBURSEMENT OF MEDICAL EXPENSES INCURRED IN CONNECTION WITH MEDICAL ATTENDANCE AND/OR TREATMENT OF UNIVERSITY EMPLOYEES AND THEIR FAMILIES (separate application should be used for each patient)

1. Name and designation of the employee (In block letter)
2. Office in which employed
3. Pay of the employee (as defined in the fundamental rules and other emoluments which should be shown separately).
4. Place of duty.
5. Actual residential address
6. Name of the patient and his/her relationship to the employee (in case of children, state age also)
7. Place at which the patient fell ill.
8. Details of the amount claimed
 - i) Cost of medicines purchased from the market (list of medicines cash memo and the essentiality certificate should be attached).
9. Total amount claimed.
10. List of enclosures.

DECLARATION TO BE SIGNED BY UNIVERSITY EMPLOYEE

I, hereby declare that the statement in this application is true to the best of my knowledge and belief and that the person for whom the medical expenses were incurred is wholly dependent upon me.

Date

(Signature of the employee)

Office to which attached

CERTIFICATE

To be completed in case of patient who are not admitted to hospital for the treatment.

Certificate granted to Mr./Mrs./Miss Wife / Son / daughter of Mr. employed in the Central University of Himachal Pradesh, at

MEDICAL REIMBURSEMENT CLAIMS REGISTER

Name of the Employee

S. No.	Name of the Patient	Relationship with the employee	Nature of ailment and its duration	Date of submission of dependency certificate, if any and the names of the dependents	Amount of Claim admitted	Previous Total	Progressive Total	Signature of D.D.O.	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

TRAVELLING ALLOWANCE FOR MEDICAL ATTENDANCE AND / OR TREATMENT

1. General Instructions:

The University employees and members of their families will be entitled to travelling allowance at the rates and under the conditions specified below for journeys undertaken by them to obtain appropriate medical attendance and treatment to which they are entitled under the aforesaid rules and orders issued there-under-

1. Journey by Rail / Road / Sea / Air:

The patient (whether University employee or a member of his family dependent on him) and also his attendant (wherever recommended by the attending Doctor) should be entitled to travelling allowance plus daily allowance for the period of journey undertaken by rail as per the entitled class or the lower class by which the journey is actually performed, road, sea (ship, steamer, etc.) and air (within the country) for obtaining appropriate medical attendance or treatment.

Special Provision:- University may consider refund of air fare paid in individual cases on merits, provided they are satisfied that air travel was absolutely essential and that travel by any other means, i.e., by rail or road, etc., would have definitely endangered the life of the patient or involved a risk of serious aggravation of his/her conditions.

Airlifting / outside the state in emergent cases:- As time is a crucial factor in saving human life than in clearing the administrative hurdles, it has been decided that in emergency cases when it is certified by the specialist / Medical Officer in charge of the Government/ recognized private hospital from where the patient is referred that air travel for patient is essential to save his life keeping in view the seriousness of his condition, the requirement of obtaining the certificate from Chief Administrative Medical Officer of the State be waived of by the Head of the Department / Office in cases where the patient has been referred outside the State for obtaining emergency / life saving treatment.

2. Journey by other means of conveyance:

If the patient travels by means of conveyance, other than those specified in these orders or by his/her private conveyance, travelling allowance would be admissible to the extent otherwise admissible under these orders.

3. Certificate required to claim T.A:

Travelling allowance at the rates specified in these rules will be admissible only when:-

- (a) The journey undertaken is outside the limits of the same city – Municipal or Corporation area, Military Station, Cantonment Board area, etc., and exceeds 8 kilometres each way; and
- (b) It is certified in writing by the Authorized Medical Attendant or by the Specialist to whom the patient was referred by the Authorized Medical Attendant or by a competent Medical Officer attached to the hospital to which the patient was referred by the Authorized Medical Attendant for medical attendance and treatment, that the journey was unavoidably necessary to obtain appropriate medical attendance and treatment under the rules.

4. Conveyance Charges:

Where the journey is undertaken within the same city—Municipal or Corporation area, Military Station and Cantonment Board area, etc., and the distance travelled is more than 8 kilometre each way, University employees and members of their families will be entitled to conveyance allowance only at the following rates, provided it is certified by the Medical Authorities mentioned in the preceding para, In writing that it was necessary for the University employee or members of his/her family to travel by a conveyance:-

- (a) **For the University employees:** — Actual conveyance charges limited to mileage allowance at tour rates under the rules in force (without daily allowance).
- (b) **For the members of their families:** — Actual conveyance charges limited to half the mileage allowance at tour rates (without daily allowance) admissible to University employees themselves under the rules in force.

5. Ambulance Charges:

University employees will be entitled to reimbursement of charges paid for an ambulance used for their conveyance or the conveyance of members of their families subject to the following conditions:-

- (i) If it is certified in writing by the Medical Authorities mentioned in these orders that conveyance of the patient by one other means of conveyance would definitely endanger the life of the patient or grossly aggravate the conditions of his/her health.
- (ii) If the ambulance is used to convey a patient to a place of treatment or to convey a patient from one hospital to another for purpose of certain medical examinations, etc.,
- (iii) If the ambulance used belonged to Government or local fund, or a social service organization such as the Red Cross Society, etc., and
- (iv) if the ambulance is used within the same city - Municipal or Corporation area, Military Station and Cantonment Board area, etc.

6. T.A. for attendant / escort:

An attendant / escort will be entitled to travelling allowance both ways at the rates admissible under these orders to a member of family of the University employee concerned, provided it is certified in writing by the Medical Authorities mentioned in these rules that it is unsafe for the patient to travel unattended and that an attendant/ escort is necessary to accompany him/ her to the place of treatment. Similarly, travelling allowance will also be admissible if it becomes necessary for an attendant/ escort to travel again to fetch the patient on production of the necessary certificate mentioned above.

7. T.A for donor of Kidney:

University employees will be entitled to claim reimbursement of T.A. expenses in connection with journey undertaken by the donor of a kidney at the following rates:-

- (i) If the donor is a private person —T.A. will be admissible at the rates applicable to the recipient University employees; and
- (ii) If the donor is another University employees / Government servant or his family member T.A. will be admissible at the rate applicable to the donor.

8. Railway Concessions:

The order contained in Government of India, Ministry of Health, regarding regulation of T.A. bills as result of rail concessions granted by the Ministry of Railways (Railway Board) to TB Cancer patients will remain in force.

9. Commencement and termination of the journeys:

The journey for the purpose of these orders should be deemed to have commenced from the place from which the patient actually travels to the place of treatment and the return journey to have ended at the place to which the patient actually travels whichever is nearer. For the purpose of conveyance charges, the return journey should be deemed to have ended at the residence of the University employee concerned.

10. Presentation of Claims:

Travelling allowance claims should be countersigned by the controlling authorities in all case before they are presented for payment.

11. Advance of T.A:

- (i) Advance of travelling allowance to the extent admissible under these orders may be granted to University employees at the discretion of the authority competent to sanction advance to T.A. on tour on production of a certificate in writing from the Medical Authorities mentioned in these orders to the effect that the University employee or a member of his/her family has been advised medical attendance and treatment outside the station (name of the station at which the patient has been recommended medical attendance and treatment to be specified) in accordance with the Rules.
- (ii) The advance of T.A. for medical attendance and treatment should, unless otherwise specified, be treated as an advance on tour. Accordingly, the following instructions should be followed regarding the grant of such advance to University employees:
 - (a) Authorities competent to sanction advance of T.A. may under these orders sanction such advances for themselves also, if otherwise admissible.
 - (b) The amount of advance granted should be adjusted against the subsequent claim for T.A. on completion of journey or on 31st March, whichever is earlier.
 - (c) The amount of advance granted should be debited as a final charge under the service head concerned and the sanctioning authority would be primarily responsible for watching the adjustment of the advance.
 - (d) A second advance will not be admissible under these orders until an account has been given of the first advance.

2. Special Concession to TB and Cancer Patients:

In so far as T.A. bills in respect of TB and Cancer patients covered by these rules and under the CS (MA) Rules, 1944, are concerned, the same will be regulated as under:

University employees should avail of the concessions granted by the Ministry of Railways in the appropriate class of accommodation or lower accommodation and the T.A. bills should be regulated to the extent admissible under the orders of Ministry of Railways vide their O.M. No. TC II/2/183/57, dated 6th November,

1959 (as modified) from the Ministry of Railways (Railway Board) to the Director- General of Health Services, New Delhi, reproduced below:

Subject:- Rail concession to TB and Cancer Patients.

The undersigned is directed to refer to the Directorate General of Health Services, Letter No. 2-13/56- CHS-II (IV), dated the 27th October, 1959 and to state that all TB and Cancer patients are granted the following concessions for admission to or on discharge from a Hospital / Sanatorium / Institute / Clinic in connection with their re-examination or periodical check-up:-

For whom available	Nature of Concession
(i) Patient travelling accompanied by an attendant.	A combined blank paper ticket for the journey of the patient and his attendant on payment of $\frac{1}{2}$ the normal journey fare for the patient in the class occupied.
(ii) Patient travelling alone.	Single journey ticket on payment of $\frac{1}{4}$ th the normal fare due.

Full details of the concession and the procedure for availing of it are given in the Serial Number 10 and 11 of the Annexure to Rule 118 of the IRCA Coaching Tariff No. 23 – Part - 1, a copy of which is available at all Railway Stations and can also be had, on payment, from the General Secretary, Indian Railway Conference Association, Chelmsford Road, New Delhi.

MEDICINES – INSTRUCTIONS REGARDING PRESCRIPTION AND PURCHASE OF

Prescription of Medicines:

1. The Authorized Medical Attendant should prescribe such quantities of medicines as are necessary and sufficient for treatment of the disease within a period of ten days from the commencement of treatment. Ordinarily medicines should be prescribed in the instance, for a short period so as to watch the effect and void excess purchase of medicines. The medicines thus prescribed must be purchased by the University employee on or before the date of completion of treatment as shown in the Essentiality Certificate, viz., the 10th day from the commencement of treatment. If on the last day of the treatment, viz., the 10th day, the patient needs further medication, he/she should be forthwith referred to the out-patient department of a Government / recognized hospital / dispensary by the Authorized Medical Attendant for further treatment. The medical claims should be restricted accordingly.

2. The intention is that right at the start of the treatment, the Authorized Attendants should not prescribe medicines for ten days at a stretch, inasmuch as, in case the course of treatment is changed after three or four days or earlier, some of the medicines, if they are prescribed for all the ten days would invariably go waste. It is, therefore, it is incumbent on the Authorized Medical Attendant to prescribe such quantities of medicines as are necessary for the treatment of a patient for the period considered necessary which in no case should exceed ten days. After this ten days period, the patient is to be referred to the OPD of a Government recognized hospital/ dispensary for further treatment. It is also incumbent on the Authorized Medical Attendants to indicate the daily medicines prescribed by them for the treatment of a patient.

As the consumption of the entire phial at the fag end of treatment would not be feasible or necessary during the authorized period of ten days treatment, it is considered that prescription of phials should be avoided by the Authorized Medical Attendants as far as possible. In case however such prescription of phials is found to be absolutely inescapable by the Authorized Medical Attendants at the fag end of the treatment and it becomes clear that the entire phial will not be required for the treatment of the individual University employee, such a prescription should be got countersigned by the Medical Office at the OPD of a Government recognized hospital / dispensary.

3. It is incumbent upon the Medical Officers who function as Authorized Medical Attendants of University employees not to prescribe costly medicines for which cheaper substitutes of equal efficacy are available and at the same time they should prescribe only such quantities of medicines as are necessary and sufficient for treatment of the disease within a period of ten days from the commencement of ailment. It is therefore, necessary that all Authorized Medical Attendants whenever appointed by the University should be issued necessary instructions, impressing upon them to be vigilant and careful and prescribe only the requisite medicines as are required for treatment for a period of ten days at the most, when medical attendance and treatment is being rendered at the consulting room of the Authorized Medical Attendant or residence of the patient. They may also be impressed upon not to prescribe costlier medicines for which cheaper substitutes of equal efficacy are available in the market.

As per rules, the treatment, including medicines is admissible to University employees only in India and cheapest brand of medicines are required to be prescribed by the Authorized Medical Attendants. In view of said provision of rules, it would be difficult for a Head of Department of the University to allow reimbursement of the cost of such medicines which are procured / purchased from abroad including the charges for freight, customs duty, etc., as well as the cost of costlier brands. The Authorized Medical Attendants should therefore be instructed accordingly to ensure before prescribing that they prescribe only such drugs as are available and marketed in India and are of cheaper brand but of same efficacy.

4. In order to ensure that medicines may not go waste, Authorized Medical Attendants should strictly follow and not prescribe medicines for more than three or four days at a stretch in the very beginning of the treatment. In case, in spite of these instructions, any Authorized Medical Attendants persists in prescribing medicines in violation of these orders, the matter may be reported to the Vice-Chancellor.

5. **Admissibility of new medicines / preparations for reimbursement to be decided by AMAs:** The list of admissible and inadmissible medicines given in Schedule I and II of CS (MA) Rules, 1944 may be treated as illustrative only indicating ineligible medicines/ preparations or expensive drugs. The Authorized Medical Attendant may take a decision whether a particular new medicine or preparation falls under any of the broad categories specified in Schedule I or Schedule II [Appendix-XVI] of CS (MA) Rules, 1944 and so certify whereupon the cost of such medicines may be reimbursed.

Purchase of Medicines:

1. **Purchase may be from any licensed Chemist / Druggist:** The University employees for the purpose of reimbursement of medical expenses under these rules, should purchase drugs and medicines from all Chemists / Druggists license under the Drugs and Cosmetics Act and Rules framed there under for the purpose.
2. The Controlling Authorities should ensure the prices charged and reimbursed are in accordance with the Drugs Price Control Order issued by the Ministry of Chemicals and Fertilizer from to time ,i.e. as indicated in the labels, cartons, etc. where medicines are prescribed / purchased not in full bottles / cartons , the cost of the medicines including local taxes, if any should be in proportion of the retail prices.

INSTRUCTION FOR UNIVERSITY EMPLOYEES

1. First find out who is your Authorised Medical Attendant. Your pay and place of illness will determine your Authorised Medical Attendant.
2. Whenever you need medical attendance and / or treatment for yourself or your family, please consult your Authorised Medical Attendant first. As the medical attendance Rules turn round him, you will not be entitled to any reimbursement unless you consult him and proceed in accordance with his advice. You should also strictly follow the instructions laid down in these rules.
3. When you go the hospital for admission of yourself or any member of your family as an in – patient, inform the Authorized Medical Attendant of your being a Central University of Himachal Pradesh employee, of your pay so as to enable the authorities of the hospital to allot to you accommodation suited to your status.
4. Once you are admitted as in – patient in a hospital, you are bound by the rules and procedure in that particular hospital. Rules and procedure vary from hospital to hospital.
5. At the time of leaving the hospital after treatment, please get the hospital bill and receipts, vouchers, Essentiality Certificate, etc., duly signed or countersigned by the medical Officer in charge of the patient in the hospital, as the case may be, for the purpose of claiming refund of expenses incurred.
6. In the case of families, you need not consult your authorized Medical Attendant before admitting a female member of your family in any of the Women’s hospitals recognized for the Purpose.
7. In the case of treatment of families (female members) receiving treatment at the recognized Women’s hospital, get the hospital bills, etc., countersigned by the medical Superintendent of the hospital. In the case of male members of your family, get such bills countersigned by the authorized Medical Attendant.
8. In emergent cases involving accidents, serious nature of disease, etc., the patient can be admitted in a private hospital / clinic in case no Govt or recognized hospital is available nearer than the private hospital / clinic and in the case in is one of real emergency necessitating such admission and treatment. The reimbursement of medical expenses under emergent cases is subject to certain conditions given elsewhere under these rules, which may be consulted.
9. Prefer your claims for refund of medical expenses incurred, in the relevant application from, giving full particulars called for therein and also attaching all the certificates required to be produced under the rules. This will avoid as far as possible any delay in settling your claims.
10. You can draw an advance of money from the University in order to enable you initially to meet expenditure on medical attendant and treatment for yourself and members of your family on the terms and conditions.

INSTRUCTION FOR DOCTORS

A doctor attending a patient is expected to follow the rules governing the Medical Attendance of University employees. The following points should be particularly noted:-

1. Pathological, Bacteriological, Radiological or other methods of examination for the purpose of diagnosis should be carried out at a Govt hospital or laboratory.
2. A patient should not be referred to a private Specialist, except where specifically provided for in the rules and under no circumstances to a Specialist or Medical Officer, Govt Or Private, outside the State.
3. A patient should not be admitted to a hospital or nursing home which does not come within the scope of the rules or which has not been recognized for the purpose of the rules.
4. Dental treatment when it is obtained at a Govt hospital under the advice of the Authorized Medical Attendant is covered by the Medical Attendant Rules.
5. Utmost economy should be exercised while prescribing medicines. Where cheaper medicines of equal therapeutic value are available, only those should be prescribed.
6. Medicines should not be prescribed for all the 10 days at a stretch. The daily dosage should be indicated in the prescriptions.
7. Prescription of phials towards the end of the 10 days' period should be avoided, if possible.
8. While signing medical bills, never certify items of foods, tonics having more food value, disinfectants and other similar preparations as essential.
9. Reimbursement of the cost of Ayurvedic, Unani, Siddha and Homoeopathic business is also admissible.
10. Essentiality Certificates in respect of medicines should be granted in the prescribed form and should legibly show (preferably in block letters) the names of the medicines prescribed and the amount incurred on the purchase of each medicine.
11. List of items of medicines for which refund is not admissible under the Medical Attendant Rules are issued from time to time. The items mentioned in these lists as well as foods, toilets, disinfectants, appliances or dressing should not be included in the Essentially Certificates. Their cost will not be reimbursed to university employees even if prescribed by the Authorized Medical Attendant. The said list is illustrative only. The AMA will decide the admissibility of new medicine / preparation.
12. Payments received from University employees or members of their families, on account of fees for consultation, administration of injection etc., should be indicated in the body of the Essentially Certificate itself.
13. The designation and degree should be clearly indicated while signing the reimbursement papers.
14. For the purpose of 'medical attendant', as distinct from 'medical treatment', there should be no need for repeated consultations which include 'repeat' prescriptions. In such cases up to 4 consultations at the rate of one consultation, a day should be sufficient
15. Treatment at a consulting room should be limited to the administration of injections only.
16. Cases requiring prolonged treatment should be admitted to hospitals unless hospitalization is definitely not necessary in any particular case.

17. If hospitalization is not considered necessary but the treatment is expected to be prolonged requiring many consultations and several injections spread over a period of more than 10 days, the patient should be referred to the outpatient department of a Government / recognized hospital at the earliest.
18. Hospitalization should be advised in cases where it is required, and if, in spite of the specific advice of the Medical Officer, a patient does not seek admission into hospital, the Medical Officer concerned should record a note to the effect while signing or countersigning the bills, certificates, etc., necessary to be produced by the University employee for the purposes of claiming refund from University. In such cases, no refund would be admissible.
19. In cases which are definitely not prolonged, treatment (limited to the administration of injections only), during medical attendance may be given spread over a period over a period not exceeding 10 days. In such cases, normally 10 injections in a period of 10 days should be sufficed. These limits may be exceeded slightly (not exceeding 5), viz., 15 injections spread over a period of 10 to 15 days (or even more days depending on the condition or ailment of the patient as in the opinion of the Authorized Medical Attendant is essential for the recovery of the patient) at the discretion of the Authorized Medical Attendant.
20. If a University employee or a member of his family is not entitled to the services of the Medical Officer whom the patient consults, he should direct the patient to the proper Authorized Medical Attendant.

INSTRUCTION FOR CONTROLLING OFFICERS

1. All Claims for reimbursement of medical expenses incurred by the University employees on medical attendance and/or treatment for themselves and their families should be preferred on the standard form.
2. All claims should be scrutinized by the office concerned. While Examining these claims, it should inter alia be verified-
 - (1) That the University employees or a member of his family consulted the Authorized Medical Attendant, or another Medical Officer, who is either of equivalent rank or immediately junior in rank to his Authorized Medical Attendant, and attached to any hospital / dispensary in the station in which the Authorized Medical Attendants of various categories of University employees appointed by the university under these rules, are posted. The List of Authorized Medical Attendants may be obtained from the Finance Wing of the University.
 - (2) That in the cases in which where a Specialist is attached to the same hospital (i.e., Government hospital only), as the Authorized Medical Attendant, the approval of the authorities of the hospital for consultation with such Specialist was obtained by the Authorized Medical Attendant;
 - (3) That the fees paid to the Authorized Medical Attendant or a Specialist, for consultation or for administering injections are at the rates prescribed;
 - (4) That having regard to the pay / emoluments of the University employee, and the class of service to which he belongs, the accommodation occupied by him or a member of his family in the hospital was according to his status. Rules and schedules of charges of the hospital concerned may be obtained from the Finance Wing of the university;
 - (5) That the claims of reimbursement of expenses, on account of medical attendant and treatment (limited to administration of injections) are in accordance with the principles enunciated in Section 1;
 - (6) That reimbursement of diet charges is not allowed, except in cases where the pay of the Government servants concerned is not more than the limits prescribed from time to time.
 - (7) That except for TB, Cancer, Polio, Mental Diseases or similar other diseases as approved from time to time and for which separate orders exist, treatment for other diseases in Government / recognized hospitals outside the District / State but within India, was obtained, subject to the fulfilment of the condition specified in these rules.
 - (8) That medicines prescribed are admissible under the rules.
3. The Controlling Authorities may use their discretion in allowing reimbursement of injection fees paid to another Government or non-Government Doctor (registered with the State Medical Council), other than the Authorized Medical Attendant, in cases where they are satisfied that in the circumstances of the case there are no other alternative but to get the injection administered by such a Doctor, or in cases where the patient is specifically advised by the Authorized Medical Attendant to get the injection administered from outside. Reimbursement of fees for such injections should not however, exceed the prescribed rates.
4. The Head of Departments and those declared competent vide delegation of Financial Powers, are empowered to allow reimbursement of medical claims in relaxation of rules in respect of treatment taken in private clinics / nursing homes. Reimbursement may be allowed up to the extent admissible without any overall ceiling; but this is subject only to individual item wise ceiling as prescribed under the rules. Reimbursement in relaxation of rules is not admissible if treatment is obtained in private clinics / nursing homes of the AMA and also in case of Dental treatment.
5. Claims for reimbursement should be disposed of by the Officer concerned. All bills for charges, on account of medical attendance and treatment should be countersigned by the Controlling Authorities who are empowered to countersign Travelling Allowance Bills of University employee concerned.

It is the duty of the controlling Officers to scrutinize carefully before signing or countersigning a claim in respect of medical expenses that the claim is genuine and is covered by the rules and the charges claimed are supported by the necessary bills, receipt, certificates, etc. They are empowered to disallow claims which do not satisfy these conditions.

6. Where special sanction is accorded in relaxation of the rules, it should be so mentioned in the body of the sanction order itself.
7. Steps should be taken to ensure that University employees are made fully aware of the names and designation of the Authorized Medical Attendants.
8. Orders and instructions issued from time to time regarding medical attendant and treatment should be brought to the notice of the University employees promptly.
9. Unofficial files containing the university decisions regarding refund of expenses incurred by University employees on account of medical attendant and treatment should not be shown to them. Where information has to be obtained from the officer concerned, it should be done by an official communication and the final decision should also be communicated to him officially without assigning reasons therefore.
10. The cases related to medical reimbursement claims of University employees, involving interpretation of medical attendance rules may in the first instance be referred by the Departments to the Finance wing direct for advice and comments. In case, an interpretation of any rules is involved, the Finance Wing will render advice / comments after consultation with the quarter concerned, as may be decided by them.

**IMPORTANT INSTRUCTION FOR THE GUIDANCE OF THE CONTROLLING AUTHORITIES
TO PREVENT ABUSE OF MEDICAL REIMBURSEMENT FACILITIES**

11. Medical reimbursement bills of the 5% (Five Percent) of the individuals whose total claim in a year exceed a total amount of `10,000 (Rupees Ten thousand only) shall be subject to careful scrutiny. Further, All claims in excess of `1,000 (Rupees One thousand only) shall continue to be thoroughly scrutinized as per existing instructions. In cases of doubtful nature, verification should be undertaken through the vigilance organizations of the departments / Offices. In important cases involving bribery and corruption, should be brought to the notice to the Registrar and Finance Officer, and if need be, a reference may be made to special Police Establishment with the prior approval of the Vice-Chancellor. The Central Bureau of Investigation may also be approached if a big racket is exposed.
12. The time limit of three months for the presentation of medical claims should be strictly adhered to and a reimbursement claim which is not supported by a regular voucher / cash memo should not be allowed.
13. In view of the increase in malpractices, it is suggested that the private medical practitioners appointed as Authorised Medical Attendants should be required to issue cash memos in respect of the medicines supplied by them to the University employees and the members of the their families indicating the verifiable details like Sl. No. of the cash memos, its date, name of the patient, amount of fees charged, complete name of the medicines, its batch number, etc. Those cash memos, etc, should be checked up thoroughly by the controlling authorities.
14. It should also be checked up that the medicines prescribed by the Authorised Medical Attendants have been purchased from Chemists / Druggists Licensed under the Drugs and Cosmetics Act and Rules framed there-under.
15. The maintenance of the prescribed Control Register should be ensured and periodical review of the register should be done by the officer immediately superior to the Controlling Officer and also whenever inspection of the office is undertaken. The Controlling Officer should be made responsible for the proper and correct maintenance of the register.
16. Controlling Officer should satisfy himself that the entries of serial numbers of the cash memos have been duly made in the control register and he should not countersign the medical claims unless the register are duly put up to him for his perusal.

17. Wherever the specimen signatures of Authorized Medical Attendants can be obtained without protest on the part of the Authorized Medical Attendants, this should be obtained confidentially at the level of the Controlling Officer and kept on record, under the personal custody of the Controlling Officer, who will compare the same with signatures of the Essentiality Certificates before countersigning the medical claims so as to ensure the genuineness of issue of the Essentiality Certificate by the Authorized Medical Attendants before passing the claims. This specimen signatures should on no account is passed on to the office in the usual course.
18. According to these rules the parents are eligible to the facilities subject to certain conditions and income limits. In order to ensure proper adherence of these rules, a declaration is required to be furnished by the University employees at the beginning of the every calendar year regarding income and residence of the parents of the officials. The residential condition in respect of the dependent parents has been relaxed in cases where the members of the family of a University employees reside at a place other than on his duty station and his parents also reside with the rest of the family members. It is the duty of the Controlling Officer to ensure that such declarations are already on record before any claim for medical reimbursement in respect of the dependent parent is admitted by him.
19. Original bills are not to be returned to the claimant for reconciling discrepancies. The claimant should only be asked to settle the discrepancies by giving them the necessary particulars, if necessary, by forwarding copies of the documents. In case the University employee asks for the original documents, they may be sent to the Head of the office where he works, if it is a different office and he may be asked to examine the documents, in the presence of the immediate superior.
20. It may be noted that the benefit of doubt is given to the officials in cases where there are minor discrepancies in the claims regarding dates, etc. In all the cases, the Controlling Officers have the discretionary powers either to reject the claims or to give the benefit of doubt to the officials depending on the circumstances of each case. It is therefore, necessary that the Controlling Officers exercise their discretionary powers judiciously so as to distinguish cases of deliberate misuse as against cases of minor discrepancies, the bonafides of which are not in doubt.
21. Issues of cash memos with back dates and countersigning of the same by the authorized Medical Attendant, is a serious irregularity obviously with the intention to defraud the University and has, therefore, to be dealt with firmly. The Controlling Officer should not hesitate to institute necessary investigations and to bring the misconduct of both the Chemists as well as of the Authorized Medical Attendants to the proper authorities for the removal of their names from the lists of approved chemists and approved medical attendants respectively.

ORDINANCE NO: 41

MEDIUM OF INSTRUCTION, EXAMINATION, EVALUATION AND GRADING SYSTEM FOR MASTER OF PHILOSOPHY PROGRAMME

(Under Section 28(1)(b), 28 (1)(c) and 28(1)(g) of the Central Universities Act 2009)

(Approved by the Executive Council and the Academic Council in their meetings held on 10th December, 2011 & 19th November, 2011 respectively)

1. Minimum Eligibility Requirement:

- a. Master's Degree with a minimum of 55% Marks in the subject concerned or any other discipline relevant to the subject concerned as notified by the University from time to time;

2. Relaxation in Minimum Qualifying Marks:

- a. Relaxation in minimum qualifying marks up to a maximum of 5% shall be made in case of candidates belonging to the SC, ST and Persons with Disabilities Categories.

3. Criteria for Selection of Students for Admission:

- a. Admission to the Research Degree Programme shall be based on the common criteria and all applicants seeking admission to a Research Degree Programme shall be required to appear and qualify in The Research Entrance Aptitude Test (TREAT) conducted by the University.
- b. Subject to the fulfilment of the minimum cut-off marks as prescribed from time to time by the School Board, candidates equivalent to three times the number of seats shall be called for Personal Interview (PI) strictly on the basis of merit of TREAT.
- c. Subject to the fulfilment of the minimum cut off Marks as prescribed from time to time by the School Board, final selection for admission shall be made on the basis of the merit of the composite score as specified in the Ordinances dealing with the admissions.
- d. The JRF / NET / SLET qualified candidates shall be exempted from TREAT for admission to RD Programmes. For the purpose of calculating composite score, the JRF qualified candidates shall be deemed to have scored 100% marks in the TREAT whereas the NET / SLET qualified candidates shall be deemed to have scored marks equivalent to the marks scored by the topper of that year's TREAT.
- e. Subject to the fulfilment of minimum eligibility conditions for admission, a teacher who has been awarded Teacher Research Fellowship by the UGC and is working in any institution of higher education shall be exempted from the requirement of appearing in TREAT and that he/she shall be considered at par with NET / SLET qualified candidates.
- f. Subject to the fulfilment of the following conditions, a person already employed in teaching/research profession shall be exempted from the requirement of appearing in TREAT and shall be treated at par with NET / SLET qualified candidates:
 - i. He/she must meet the minimum eligibility condition for admission in the Research Degree Programme;
 - ii. He/she has been working as Lecturer / Assistant Professor / Associate Professor / Professor or in an equivalent position on a regular basis for at least 10 (Ten) years in a state or central university / government or government-aided college / institution of national importance / government research institution or laboratory.
 - iii. His/her application for admission in the Research Degree Programme has been duly forwarded by the present employer with the undertaking that he/she shall be granted leave to pursue the Programme of Studies on full-time basis.

4. Programme Duration:

- i) Minimum one and a half years (3 Semesters);
- ii) Maximum Two and a half years (5 Semesters). Provided that a further extension of one semester may be granted under special cases.

5. Credit Requirements:

- a. For successful completion of the RD Programme leading to the award of the M.Phil degree, a student shall be required to accumulate a total of 60 RD Credits as under:
 - i. Course Work: 20 Credits
 - ii. Dissertation: 20 Credits
 - iii. Publications: 10 Credits
 - iv. Teaching Assistantships: 10 Credits
- b. A candidate admitted to the Research Degree (RD) Programme shall be required to complete the prescribed course work in the first two Semesters of his/her admission
- c. Notwithstanding the maximum prescribed duration of the Research Degree Programme, if a candidate fails to complete the prescribed course work in two semesters, his/her admission shall be cancelled and his/her name shall be removed from the rolls of the University.
- d. Provided further that no candidate admitted to the Research Degree Programme shall be permitted to proceed with the Dissertation work till such time he/she completes the prescribed course work.
- e. Immediately upon the completion of formalities for admission in the Research Degree Programme, each candidate shall be required to submit in writing, on the prescribed format, that he/she wishes to pursue for the M.Phil Degree.
- f. A candidate who wishes to pursue M.Phil Programme shall be required to complete the course work in the two semesters of his/her admission and accordingly, he/she shall not be permitted to proceed with dissertation work till such time that he/she completes the course work successfully;
- g. **Computation of Credits for Publication Work:** Computation of Credits for Published Work for M.Phil degree would be made as under:
 - i. 2 credits for each popular article published / paper presented in national seminars / conferences / workshops.
 - ii. 4 credits for each paper presented in international seminars / conferences / workshops
 - iii. 5 credits for each Paper in approved refereed national journal.
 - iv. 10 credits for each Paper in approved refereed international journal
 - v. Each Department / Centre registering candidates for RD Programme shall be required to maintain an updated list of approved journals for publication.
- h. **Computation of Credits for Teaching Assistantship:**

Supervisor concerned shall audit the workload claimed under this category and certify.

Computation of credits for Teaching Assistantship for Ph.D. degree would be made as under:

 - i. Five credits for working for shared teaching of a one-semester course of two credits; Maximum 10 credits from this category
 - ii. One credit for every 30 Hours of involvement in assessment, evaluation, course development, development of reading lists etc. Maximum 10 credits from this category

- iii. One credit for every 15 hours of invigilation in examination.
Maximum 10 credits from this category

Provided further that one has to earn at least two credits from each criterion.

6. Conditions for the Award of the Degree:

A candidate admitted to the Research Degree Programme shall be awarded M.Phil degree if he/she successfully completes the requirements of minimum specified number of semesters and accumulation of required number of credits prescribed for M.Phil degree.

7. Grading System:

- 7.1 The student shall be evaluated using grading system based on a **Ten (10) point scale** in terms of marks, Grade Points, Letter Grade and Description of Letter Grades.
- 7.2 The Overall performance of a student within a semester shall be indicated by (a) Semester Grade Point Average (SGPA); (b) Semester Percentage Marks (SPM); (c) Cumulative Grade point Average (CGPA); and (d) Overall Percentage Marks (OPM), with the CGPA and OPM being the real indicators of a student's performance. These shall be calculated as under.

Where

- number of the credits of the i^{th} course
- Grade point obtained in the i^{th} course
- Marks Obtained in the i^{th} course
- number of the credits of the i^{th} course of j^{th} Semester
- Grade point obtained in the i^{th} course of j^{th} Semester
- Marks Obtained in the i^{th} course of j^{th} Semester

- 7.3 Accordingly, the percentage of marks obtained by a student in a course will be indicated by a grade point and a letter grade on a **Ten (10) point scale** as under:

PERCENTAGE OF MARKS	GRADE POINT	LETTER GRADE
90-100	10	O ⁺
80-89	9	O
70-79	8	A ⁺

60-69	7	A
55-59	6	B ⁺
50-54	5	B
00-49	-	F
Absent	-	Ab
Incomplete	-	I

7.4 ***OPM, Overall Letter Grade and Description of Letter Grades:** The overall cumulative performance of a student shall be indicated by Cumulative Grade Point Average (CGPA). The marks and grades obtained in the courses corresponding to the requisite number of credits specified for the completion of a programme of Studies will be taken into consideration in arriving at the OPM with Overall Letter Grade and Description, as under:

CGPA Range	LETTER GRADE	DESCRIPTION OF THE LETTER GRADE
9.50 - 10.00	O ⁺	Outstanding
8.50 - 9.49	O	Excellent
7.50 - 8.49	A ⁺	Very Good
6.50 - 7.49	A	Good
5.50 - 6.49	B ⁺	Average
5.00 - 5.49	B	Pass
0 - 4.99	F	Fail

7.5 A student who has successfully completed all the courses to accumulate the minimum specified number of credits under the comprehensive choice based credit system shall be deemed to have completed the course work required for completion of Master of Philosophy.

8. Appointment of Supervisor:

- 8.1(a) A candidate shall be deemed to have been registered for M.Phil. programme from the date of his/her admission.
- 8.1(b) Supervisor (s) to guide a research scholar admitted to the M.Phil. Programme shall be appointed by Committee consisting of HoD, all Professors in the Department, One Associate Professor to be appointed by seniority, one Assistant Professor by seniority within one month of date of admission. If a situation so warrants, the Committee may appoint a co-supervisor from within or outside the University.
- 8.2 Professors, Associate Professors and Assistant Professors with PhD degree shall be eligible to be appointed as Supervisor to guide the M.Phil. research scholar.
- 8.3 Provided that the Emeritus Professors, Honorary Professors and Adjunct Faculty of the University shall also be eligible for appointment as Supervisor / Co-Supervisor to guide MPhil scholars.
- 8.4 Provided also that the recognised faculty / adjunct faculty of the institution(s) with whom the University has entered into an MOU for teaching / research collaboration may also be appointed as Supervisor(s) / Co-supervisor(s).
- 8.5 Provided further that in case a supervisor, under whose supervision a thesis has been prepared in part or in full, ceases to be the faculty in department / centre or the University, he/she may subject to his/her availability shall be continued as Supervisor of the student already registered under his/her supervision.

- 8.6 The number of M.Phil research scholars allotted to a Supervisor shall be such as may be prescribed by the School Board on the recommendation of the Board of Studies from time to time or as per the UGC guidelines in this regard

9. Submission of Synopsis:

- 9.1 After the allotment of the supervisor, the candidate shall in consultation with his supervisor(s) prepare a detailed synopsis on the topic of his research work and defend it before Research Progress Monitoring Committee (RPMC). The RPMC, if satisfied with the proposed synopsis, shall approve it. Provided further that the synopsis should be approved from the RPMC within three months of the completion of course work.

10. Confirmation of Registration by the School Board:

- 10.1 The School Board on the recommendation of BOS shall confirm the registration of the candidate.
- 10.2 The School Board before recommending the candidate for confirmation shall satisfy itself:
- that research on the proposed subject can be productively pursued
 - that the research work can be suitably undertaken at the University
 - that the candidate possesses the competence for the proposed research

11. Modification / Change of the Subject of Research:

- 11.1 A candidate may, on the recommendation of his/her supervisor(s), modify the subject of his/her research with the approval of the Board of Studies, provided that the request for such modification is made not later than six months after his/her approval of the synopsis by the School Board. Provided further that the candidate shall be required to submit his dissertation within the maximum time period prescribed in Clause above.

12. Removal of Name of a M.Phil Student from the Rolls of the University:

- 12.1 Admission of a student in M.Phil programme shall stand automatically removed from the rolls of the university if he/she:
- fails to clear the course work within two semesters of the admission to programme
 - fails to successfully complete the prescribed credit requirement for the programme
 - fails to submit the dissertation within the maximum permissible period of time
 - fails to pay university fees and other dues
 - Indulges in any behaviour or conduct that violates university rules / discipline leading to punishment or removal of the name from the rolls of the university under other relevant / concerned Ordinances / Regulations of the university.
 - Breaches the provisions of this Ordinance or any other relevant Ordinance / Rules of the University or on account of his/her unsatisfactory progress.
- 12.2 Till such time that a candidate admitted to M.Phil programme completes the minimum specified period of time for completing his/her M.Phil as prescribed in clause 4, no candidate shall
- Take up any employment
 - Join any other course of study;
 - Appear in any other examination of a course other than those prescribed by Department / Centre concerned without the prior permission of the School Board.

- 12.3 In case a candidate is removed from the rolls of the University under clause (12.1(a-f), the name of the candidate along with his registration number shall be placed before the School Board for information
- 12.4 The School Board on the recommendations of the BOS of the concerned Department / Centre may, however, subsequently accept the request of a candidate whose name has been removed from the rolls of the University under Clause 12.1(c) above, to get re-enrolled and become eligible for submission of his/her dissertation by paying fee as prescribed by the University from time to time, provided that he/she submits his/her dissertation within one semester from the date of his/her re-enrolment.

13. Modification of Title:

- 13.1 If there is a need for modification of the title of research, the candidate shall submit an application to the School Board through supervisor and the Head of the Department / Centre at least two months before the date of submission of the dissertation for approval.

14. Change of Supervisor:

- 14.1 A candidate confirmed for M.Phil program is allowed to change his supervisor under such exceptional circumstances:
- i. The supervisor is not in a position to guide the candidate due to his personal reasons
 - ii. Change / modification in the subject / area of research;
 - iii. New direction of research warranting appointment of subject matter specialist as supervisor;
 - iv. Supervisor leaves the University and/or ends his/her association with the University; and
 - v. Incompatibility due to temperamental problems.
- 14.2 In the circumstances described above, a research scholar can make a written request listing the reasons for change of supervisor to the Head of the department.
- 14.3 The HOD, shall place such request before the BOS in its next meeting and if BOS is satisfied with the reasons stated by the candidate for change of supervisor, a new supervisor shall be allotted to the research scholar.

15. Monitoring the Progress of the Candidate:

- 15.1 Each research scholar shall be required to make a detailed presentation at the end of the each semester about the work done during the semester before the Research Progress Monitoring Committee (RPMC).
- 15.2 The Research Progress Monitoring Committee (RPMC) shall comprise the following:
- (i) The Head of the Department or the Director of the Centre concerned
 - (ii) Supervisor(s) concerned; and
 - (iii) A Nominee of the Dean of the School concerned
- 15.3 The Research Progress Monitoring Committee shall, on the basis of the presentation made before it, grade the progress of each research scholar satisfactory(S) / unsatisfactory (US) grade.
- 15.4 In such cases where the progress is graded as Unsatisfactory (US), the research scholar shall be issued a warning by the Head of the Department/ Director of the Centre concerned requiring the research scholar to improve his performance.
- 15.5 However, if the candidate fails to improve his performance during the subsequent semester, the Research Progress Monitoring Committee may recommend stopping the fellowship / financial assistance to the research scholar. Provided further that if a research scholar further fails to improve his/her performance to Satisfactory grade, the Research Progress Monitoring Committee may recommend for the cancellation of his/her admission.

16. Submission of Dissertation:

16.1 No candidate shall be permitted to submit his/her dissertation for the M.Phil degree unless he/she has pursued research at the University for not less than one and half year after his/her admission to M.Phil programme and that he/she has successfully completed all the required credits through course work, teaching assistantship and published work.

Provided further that a candidate must have completed a minimum of one years' regular stay in the University.

16.2 Provided that a semester may be declared zero semester(s) in the case of a student if he/she could not continue with the academic programme during that period due to illness and hospitalisation or due to accepting any scholarship / fellowship leading to his/her absence from the University. Such zero semester(s) shall not be counted for calculation of duration of the programme in case of such a student. Provided further that in case a candidate is permitted by the University to accept a scholarship / fellowship related to his/her research, such Semester(s) shall not be treated as zero semester(s) for such student.

16.3 A Candidate admitted to the M.Phil programme, upon completion of the minimum prescribed period of time, as stipulated in the Ordinances, and after satisfying himself / herself that he/she has carried out sufficient research work shall be permitted to submit results of his/her research in the form of a dissertation for the award of the M.Phil degree, in the manner prescribed below:

- (a) He/she shall inform of his intention to submit the dissertation to the Dean of the School through his/her supervisor and Head of the Department / Director of Centre concerned along with 4 (four) copies of the summary and synopsis of the research work done by him/her and papers published by the candidate during the course of work leading to the M.Phil degree.
- (b) Upon receipt of such intimation, the Supervisor in consultation with the Head of Department / Director of the Centre and Dean of the School concerned, shall notify a date and time on which the candidate shall deliver a seminar open to all faculty members and research scholars of the University to explain and defend the research carried out by him/her.
- (c) After successfully explaining and defending his/her research work, the candidate shall be permitted to submit the dissertation. The dissertation shall contain a detailed account of research work carried out by the candidate and should constitute a significant contribution to knowledge characterised either by discovery of new facts or re-interpretation of known facts or development of new techniques / methodologies / models.
- (d) The first page of the dissertation shall be as per **ANNEXURE – I**.
- (e) The dissertation shall also contain a certificate as per **ANNEXURE - II** to the effect that the dissertation incorporates the results of investigations carried out by the candidate himself / herself and that the results are not submitted earlier to any other institution / university for the award of any degree. This certificate shall be signed by the candidate and the supervisor(s).
- (f) The candidate shall also be required to submit a “No Dues Certificate” from various offices concerned of the University prior to the submission of his/her dissertation.
- (g) The candidate shall be required to submit Four hard copies of the dissertation and its soft copy on four CDs along with four copies of the approved synopsis and the summary of the research work not exceeding 2500 words to the Controller of Examination through the supervisor, the Head of the Department / Director of the Centre and the Dean of the School together with the prescribed fees.

- (h) The dissertation shall be written in English. However, when the subject matter relates to or is based on a language other than English, it may be written in the relevant language, as approved by the School Board.

17. Appointment of Examiners for the Evaluation of Dissertation:

- 17.1 Once a candidate has submitted the dissertation for the award of the M.Phil, the supervisor concerned shall prepare a panel of six external examiners not below the level of Associate Professor who are not in the service of the University and/or not Members of the Board of Studies of Department / Centre concerned or the concerned School Board for the evaluation of the dissertation and submit the panel through the Head of the Department / Director of the Centre and the Dean of the School concerned to the Vice-Chancellor.
- 17.2 The Vice-Chancellor shall, from the panel so submitted, appoint an examiners to evaluate the dissertation. Provided that, if the Vice-Chancellor is not satisfied with the Panel submitted to him/her, he/she may refer the panel back through the Dean asking for a fresh panel of external examiners. Provided further that the Vice-Chancellor, while appointing the Examiners for the evaluation of the dissertation shall also indicate as to who of the two examiners shall conduct the Viva Voce examination in case the examiners recommend that the dissertation be accepted for the award of the degree and viva voce examination be conducted.

18. Evaluation of the Dissertation:

- 18.1 After obtaining the consent of the Examiners so appointed by the Vice-Chancellor, the Controller of Examination shall arrange to dispatch the dissertation along with the approved synopsis and summary to each examiner for the evaluation of the dissertation and submission of their report.
- 18.2 Each examiner shall be required to submit a detailed report to the Controller of Examinations containing a clear recommendation whether in his/her opinion: (i) the dissertation be accepted for the award of the degree of M.Phil and viva-voce examination of the candidate be held; or (ii) the dissertation be referred back to the candidate for revision; or (iii) the dissertation be rejected.
- 18.3 The examiner shall not recommend that the dissertation be accepted for the award of the degree and viva-voce examination be held unless he/she is satisfied that the dissertation constitutes a contribution to knowledge characterised either by the discovery of new facts or by re-interpretation of known facts or development of new techniques / methodologies / models and that the methodologies pursued by the candidate are sound and its literary presentation is satisfactory.
- 18.4 In case an examiner recommends that the dissertation be referred back to candidate for revision, he/she shall be required to give in his detailed report the reasons for such a recommendation and also clearly delineate the details of the revision that is required to be made by the candidate in the dissertation.
- 18.5 In case an examiner recommends that the dissertation should be rejected, he/she shall be required to give in his/her detailed report reasons justifying the recommendation.

19. Viva-Voce Examination:

- (a) The Controller of Examinations shall forward the reports of the Examiner of a dissertation to the Dean of the School concerned for further necessary action(s).
- (b) Dean of the School, after receipt of the detailed reports and recommendations of the Examiner shall arrange to hold the Viva Voce examination if he/she is satisfied that the Examiners has recommended that the dissertation be accepted for the award of the degree and viva-voce examination be held.

- (c) In case the Examiners of the dissertation have not recommended that the dissertation be accepted for the award of the degree and holding of the viva-voce examination, the Dean of the School concerned shall be required to act as under:
- (i) In case an examiner has recommended that the dissertation be referred back to the candidate for revision, the candidate shall be required to submit the revised dissertation within a period of six months and that the revised dissertation shall be sent for evaluation to the same examiner who had recommended for the revision. If on revision, the examiner recommends that the dissertation be accepted for the award of the degree and viva voce examination be held, the Dean shall arrange to hold the Viva Voce of the candidate;
 - (ii) In case the examiner after evaluation of the revised dissertation recommends either that the dissertation be further revised or be rejected, the Dean shall recommend to the Vice-Chancellor that another examiner be appointed out of the panel of experts as originally submitted to him/her for the evaluation of the dissertation and that the Dean shall act in accordance with the recommendation of the second examiner.
 - (iii) In case an examiner has recommended that the dissertation be rejected, the Dean shall recommend to the Vice-Chancellor that another examiner be appointed out of the panel of experts as originally submitted to him/her for the evaluation of the dissertation and that the Dean shall act in accordance with the recommendation of the second examiner.
 - (iv) No dissertation shall earn a degree unless the external examiners have recommended that the dissertation be accepted for the award of the degree and viva voce examination be held.
- (d) The viva-voce examination of the candidate shall be conducted by a Viva Voce Board consisting of (i) the external examiner of the dissertation; (ii) the Head of the Department / Director of Centre and (iii) the Supervisor(s) concerned. The Viva Voce examination shall be conducted under the supervision of the Head.
- (e) The viva-voce examination shall be open to all members of the Faculty and Research Scholars of the University.
- (f) The viva voce examination shall ordinarily be held on the University Campus. However, the Vice-Chancellor may, in exceptional circumstances and on the recommendation of the Dean of the School concerned, allow the viva-voce examination of a candidate to be held at a centre of higher learning outside the University Campus.
- (g) The viva-voce Board having satisfied itself that the dissertation submitted by the candidate is his/her own work and that the candidate has defended his/her dissertation satisfactorily, shall recommend for the award of the degree of M.Phil to the candidate. In case of any difference of opinion in this regard, the decision of the external examiner shall be considered final.
- (h) The recommendation of the Viva Voce Board together with all other relevant documents shall be forwarded by the Dean to the Controller of the Examination for submission and approval of the Vice-Chancellor for the issue of the Notification and the award of provisional certificate and further approval of Academic Council for the award of the degree.
- (i) The manner in which the viva-voce examination is to be conducted is to be prescribed by the viva-voce board itself.
20. Should there be any difficulty faced in the implementation of this Ordinance the matter shall be referred to the Vice-Chancellor whose decision in this regard shall be final.

(Title of the Dissertation)

A Dissertation submitted to the Central University of Himachal Pradesh for the Partial Fulfilment of the Degree of

MASTER OF PHILOSOPHY

In the School of -----

In the Department of -----

EMBLEM

Under the Supervision of -----

(by)

(Name of the Candidate)

Month & Year

Dated:

_____ (Department)

_____ (School)

Central University of Himachal Pradesh, Dharamshala
[Established under the Central Universities Act 2009]
PO Box 21, Dharamshala, District Kangra,
Himachal Pradesh [India] – 176215

This to certify that I _____ have carried out the research embodied in the present Dissertation for the full period prescribed under M.Phil Ordinances of the University.

I declare to the best of my knowledge that no part of this Dissertation was earlier submitted for the award of research degree of any University.

(SIGNATURE OF THE CANDIDATE)

Name:

Enrolment No.

SIGNATURE OF THE SUPERVISOR

HEAD OF THE DEPARTMENT

ORDINANCE NO: 42

**MEDIUM OF INSTRUCTION, EXAMINATION, EVALUATION AND GRADING SYSTEM FOR THE
AWARD OF DOCTOR OF PHILOSOPHY**

(Under Section 28(1)(b), 28 (1)(c) and 28(1)(g) of the Central Universities Act 2009)

(Approved by the 26th Academic Council and 46th Executive Council both held on 20th March, 2020)

1. Admission to PhD Programme:

- 1.1 The university shall notify well in advance the number of seats available for admission in various subjects/ disciplines from time to time depending on the number of vacant seats (in specialized research areas), availability of research supervisors and available physical/infrastructural facilities.
- 1.2 However, applications for admission to PhD programme shall also be received throughout the year.
- 1.3 Admission to PhD programme shall be made in each semester.

2. Minimum Eligibility Criteria:

The following candidates shall be eligible to seek admission to the PhD programme:

- 2.1 Candidates for admission to the PhD programme shall have a Master's degree or a professional degree declared equivalent to the Master's degree by the corresponding statutory regulatory body, with at least 55% marks in aggregate or its equivalent grade 'B' in the UGC 7-point scale (or an equivalent grade in a point scale wherever grading system is followed) or an equivalent degree from a foreign educational institution accredited by an Assessment and Accreditation Agency which is approved, recognized or authorized by an authority, established or incorporated under a law in its home country or any other statutory authority in that country for the purpose of assessing, accrediting or assuring quality and standards of educational institutions.
- 2.2 A relaxation of 5% of marks, from 55% to 50%, or an equivalent relaxation of grade, may be allowed for those belonging to SC/ST/OBC (non-creamy layer)/Differently-abled and other categories of candidates as per the decision of the Commission from time to time, or for those who had obtained their Master's degree prior to 19th September 1991. The eligibility marks of 55% (or an equivalent grade in a point scale wherever grading system is followed) and the relaxation of 5% to the categories mentioned above are permissible based only on the qualifying marks without including the grace mark procedures.
- 2.3 Candidates who have cleared the MPhil course work with at least 55% marks in aggregate or its equivalent grade 'B' in the UGC 7-point scale (or an equivalent grade in a point scale wherever grading system is followed) and successfully completing the M.Phil Degree shall be eligible to proceed to do research work leading to PhD degree in the same institution in an integrated programme. A relaxation of 5% of marks, from 55% to 50%, or an equivalent relaxation of grade, may be allowed for those belonging to SC/ST/OBC (non-creamy layer)/ differently-abled and other categories of candidates as per the decision of the Commission from time to time. Further, a person whose MPhil dissertation has been evaluated and the viva voce is pending may be admitted to the PhD programme of the same institution.
- 2.4. Candidates who have cleared the MPhil course work with at least 55% marks in aggregate or its equivalent grade 'B' in the UGC 7-point scale (or an equivalent grade in a point scale wherever grading system is followed) and successfully completing the M.Phil Degree shall be eligible for admission to PhD degree. A relaxation of 5% of marks, from 55% to 50%, or an equivalent

relaxation of grade, may be allowed for those belonging to SC/ST/OBC (non-creamy layer)/differently-abled and other categories of candidates as per the decision of the Commission from time to time. Further, a person whose MPhil dissertation has been evaluated and the viva voce is pending may be admitted to the PhD programme.

- 2.5** Candidates possessing a degree considered equivalent to MPhil of an Indian Institution, from a Foreign Educational Institution accredited by an Assessment and Accreditation Agency which is approved, recognized or authorized by an authority, established or incorporated under a law in its home country or any other statutory authority in that country for the purpose of assessing, accrediting or assuring quality and standards of educational institution, shall be eligible for admission of PhD programme.
- 2.6** An employee of any university/ institution/ college/ government department/ public sector undertaking / R & D organization/ private industry, who is sponsored as a full time candidate by the said organization, with at least three years of experience and who is relieved on study leave for a period of not less than two years for pursuing PhD programme in a department/centre of the university.
- 2.7** To be eligible, the applicant must have qualified any of the following:
- i. UGC-NET (including JRF)
 - ii. UGC-CSIR NET (including JRF)
 - iii. ICAR-NET (including JRF)
 - iv. SLET
 - v. GATE
 - vi. Teacher Fellowship Holder
 - vii. MPhil
 - viii. Himachal Pradesh Kendriya Vishwavidyalaya Shodh Patrata Pariksha (HPKVSP)
 - ix. Any other eligibility criterion as notified by UGC from time to time
- 2.8** The university shall conduct its own Research Eligibility Test for category as per clause 2.7 (viii) above namely Himachal Pradesh Kendriya Vishwavidyalaya Shodh Patrata Pariksha (HPKVSP), which will remain valid for two years from the date of declaration of result. The eligibility, content, qualifying percentage, validity of HPKVSP shall be decided by the university from time to time.

3. Duration of PhD Programme:

- 3.1** PhD programme shall be for a minimum duration of three years from the date of admission, including course work, and a maximum of six years. Provided further that for a candidate admitted to Ph.D. Programme after completing M.Phil Degree, the Ph.D. Programme shall be for a minimum duration of two years from the date of admission including course work and a minimum of five years.
- 3.2** Provided further, that for Part-time PhD programme, a minimum duration of PhD programme shall be four years including course work, and a maximum of six years.
- 3.3** Under special circumstances, extension beyond six years may be granted on genuine grounds by the Vice Chancellor for one more year.

- 3.4** The women candidates and Persons with Disability (more than 40% disability) may be allowed extension of two years for PhD in the maximum duration. In addition, the women candidates may be provided Maternity Leave/Child Care Leave once in the entire duration of MPhil /PhD for up to 240 days.

4. Admission Procedure:

- 4.1** The eligible candidates as per clause 2 may apply throughout the year for PhD programme. Their application should be accompanied with a research proposal comprising 1000 words and two recommendation letters out of which one must be from the faculty of concerned Department/ Centre of CUHP. Nevertheless, these applications shall be processed / considered for admission on 30 June and 15 December every year.

4.2.1 Admission to PhD programme shall follow two-stage process:

4.2.2 The eligible candidates shall be required to qualify entrance test with at least 50% marks. The syllabus of the entrance test shall comprise 100 marks. The syllabus will consist of 50 % research methodology and 50 % subject specific knowledge. The test shall be conducted by the concerned Department/ Centre as notified in advance by the university.

4.2.3 Admission to PhD programme of study of the candidates who qualify the entrance test shall be made on the basis of merit of the composite score comprising:

- a) Score of the Entrance Test, and
- b) Score of Personal Interview (PI) as per UGC Guidelines 2016.

To prepare the merit list, a composite score with the following weight-ages shall be calculated as under:

- a) Entrance Test shall comprise 100 marks with 70% weight-age in the composite score.
- b) Personal Interview (PI) shall consist of 100% marks with 30% weight-age in the composite score.

4.3

- a) Entrance test shall comprise 100 marks with 30% weight-age in the composite score
- b) Personal Interview (PI) shall consist of 100 marks with 30% weight-age in the composite score.

4.4 The Personal Interview Committee shall be constituted as follows:

- a) Head of the Department/ Director of the Centre
- b) All eligible research supervisors from the Department
- c) Representatives for different social categories wherever applicable]

5. Enrollment and Registration for PhD:

- 5.1** After admission to the PhD programme, the candidate shall apply for enrollment on a prescribed pro forma as per **ANNEXURE I**. Further, s/he will be registered only from the date s/he completes the course work satisfactorily. The Controller of Examinations (CoE) shall notify the enrollment of the PhD scholar after admission, and registration after the successful completion of the course work upon the recommendation of the Head/ Director of the concerned Department/ Centre that the candidate has successfully/ satisfactorily completed the course work. For registration too, the candidate has to apply through filling out pro forma as per **ANNEXURE II**. The PhD scholar shall be deemed registered from the date of enrolment.

5.2 The University shall maintain the list of all the PhD registered students on its website on year-wise basis. The list shall include the name of the registered candidate, topic of her/his research, name of her/his supervisor/co-supervisor, date of enrolment, and registration.

6. Allocation of Supervisor & Eligibility Criteria to be a Research Supervisor, Co-Supervisor, Number of PhD scholars Permissible per Supervisor, etc.

6.1 Any regular Professor of the University with at least five research publications in refereed journals and any regular Associate/Assistant Professor of the university with a PhD degree and at least two research publications in refereed journals shall be recognized as Research Supervisor. Provided that in areas/disciplines where there is no or only a limited number of refereed journals, the university may relax the above condition for recognition of a person as Research Supervisor with reasons recorded in writing.

6.2 Only a full time regular teacher of the University shall act as a supervisor. The external supervisors are not allowed. However, Co-supervisor can be allowed in inter-disciplinary areas from other departments of the CUHP or from other related institutions with the approval of the Research Advisory Committee (RAC).

6.3 The allocation of Research Supervisor for a selected research scholar shall be decided by the Department concerned depending on the number of scholars per Research Supervisor, the available specialization among the supervisors and research interests of the scholars as indicated by them at the time of interview/viva voce.

6.4 In case of topics which are of inter-disciplinary nature where the Department concerned feels that the expertise in the Department has to be supplemented from outside, the Department may appoint a Research Supervisor from the Department itself, who shall be known as the Research Supervisor, and a Co-Supervisor from outside the Department/ or centre of the university on such terms and conditions as may be specified and agreed upon by the consenting Institutions.

6.5 A Research Supervisor/Co-supervisor who is a Professor, at any given point of time, cannot guide more than Eight (8) PhD scholars. An Associate Professor as Research Supervisor can guide up to a maximum of six (6) PhD scholars and an Assistant Professor as Research Supervisor can guide up to a maximum of four (4) PhD scholars.

6.6 In case of relocation of a PhD woman scholar due to marriage or otherwise, the research data shall be allowed to be transferred to the University to which the scholar intends to relocate provided all the other conditions in these regulations are followed in letter and spirit and the research work does not pertain to the project secured by the parent institution/ supervisor from any funding agency. The scholar will, however, give due credit to the parent guide and the institution for the part of research already done.

6.7 The superannuated teachers along with those having lien with CUHP will continue to supervise students registered under them.

7. Course Work: Credit Requirements, Number, Duration, Syllabus, Minimum Standards for Completion, etc.

7.1 The credits assigned to PhD course work shall be a minimum of 12 and a maximum of 16.

7.2 The successful completion of the course work shall be a prerequisite for pursuing PhD programme. A minimum of four credits shall be assigned to one or more courses on Research Methodology which could cover areas such as quantitative methods, computer applications, research ethics and review of published research in the relevant field, training, field work, etc. Other courses shall be advanced level courses preparing the students for PhD degree.

7.3 All courses prescribed for PhD course work shall be in conformity with the credit hour instructional requirement of CUHP and shall specify content, instructional and assessment methods duly approved by the Board of Studies.

7.4 The Department where the scholar pursues his/ her research shall prescribe the course(s) to him/her based on the recommendations of the Research Advisory Committee, as stipulated under sub-Clause 8.1.

7.5 All candidates admitted to PhD programmes shall be required to complete the course work prescribed by the Department within one semester, but cannot extend beyond two semesters in any case.

7.6 Candidates already holding MPhil degree and admitted to the PhD programme, or those who have already completed the course work in MPhil may be exempted by the Department from the PhD course work. All other candidates admitted to the PhD programme shall be required to complete the PhD course work prescribed by the Department.

7.7 Grades in the course work, including research methodology courses shall be finalized by the Department and the final grades shall be communicated to the Controller of Exams (CoE) who will notify the result.

7.8 A PhD scholar has to obtain a minimum of 55% marks or its equivalent grade as per CUHP in the course work in order to be eligible to continue the programme and write the thesis eventually.

8. Submission of Synopsis:

8.1 A PhD scholar shall have to prepare a synopsis in consultation with his/ her supervisor on her/his topic of research. S/he shall have to submit it to the concerned Centre/ Department and defend it before Research Advisory Committee (RAC) within three semesters, or one and a half year. The synopsis has to be approved by the Board of Studies (BoS) and the School Board of the concerned Department/Centre and School respectively.

8.2 A PhD scholar shall get one chance to request for modifications in any part of his/her synopsis to her/his supervisor six months prior to the actual submission of the thesis. On the recommendation of the concerned supervisor, the PhD student shall have to defend the modifications in synopsis before her/his RAC. Modifications in the synopsis have to be approved by the BoS and School Board of the concerned Centre/ Department/School before the thesis is submitted for evaluation.

9. Monitoring of Research Work by the Research Advisory Committee (RAC)

For monitoring research work, there shall be a Research Advisory Committee (RAC) for each PhD scholar.

9.1 The Research Advisory Committee (RAC) shall comprise the research supervisor of the PhD student who shall be the convener of the committee, Head of the Department / Director of the Centre who shall be the *ex-officio* chairman, and at least one subject expert nominated by the Head/Director upon the recommendation of the concerned supervisor.

This Committee shall have the following responsibilities:

9.1.1 To review the research proposal and finalize the topic of research;

9.1.2 To guide the research scholar to develop the study design and methodology of research and identify the course(s) that s/he may have to undertake;

9.1.3 To periodically review and assist in the progress of the research work of the research scholar.

9.2 A research scholar shall appear before the Research Advisory Committee (RAC) once in six months to make a presentation of the progress of his/her work for evaluation and further guidance. The six-monthly progress report shall be submitted by the Research Advisory Committee (RAC) to the Department/ Centre with a copy to the research scholar.

9.3 In case the progress of the research scholar is unsatisfactory in three consecutive progress reports, the RAC shall record in writing and suggest corrective measures. If the research scholar fails to implement these corrective measures, the Research Advisory Committee may recommend to the Board of Studies (BoS) with specific reasons for cancellation of registration.

10. Removal of Name of a PhD Student from the Rolls of the University:

10.1 The name of a PhD scholar shall automatically stand removed from the rolls of the university if s/he:

- a) does not clear the course work within first two semesters of the admission to PhD programme.
- b) does not submit the thesis within the maximum permissible period of time.
- c) does not pay university fees and other dues in time.
- d) indulges in any behaviour/ conduct that violates university rules / discipline leading to punishment, or removal of the name from the rolls of the university as per relevant Ordinances / Regulations of the university.
- e) breaches the provisions of this Ordinance or any other relevant Ordinances/Rules of the University, or on account of her/his unsatisfactory progress.

10.2 Till such time that a candidate admitted to PhD programme completes the minimum specified period of time for completing her/his PhD as prescribed in clause 3.1 above, no candidate shall:

- i) take up any employment.
- ii) avail two fellowships at a time.
- iii) join any other degree programme except part-time certificate, or diploma offered by CUHP.
- iv) appear in any other examination of a course other than those prescribed by Department / Centre concerned without the prior permission of the Head/ Director respectively.

10.3 If a candidate admitted to a PhD programme has completed her/his course work, and whose synopsis has been duly approved by the BoS, may undertake employment. In that case, s/he shall be treated as a part-time PhD student, and will conduct herself/ himself as per clause 18.

10.4 In case a candidate is removed from the rolls of the University as per clause 10.1 above, the name of the candidate along with her/his registration number shall be placed before the Board of Studies and the School Board for information.

10.5 The Vice Chancellor on the recommendation of Research Advisory Committee (RAC) may, however, subsequently accept the request of a candidate whose name has been removed from the rolls of the University under Clause 10.1(c) above, to get re-enrolled and become eligible for submission of her/his thesis by paying fee as prescribed by the University from time to time, provided that s/he submits her/his thesis as per clause 3.1.

11. Modification of the Title of the Thesis/Research:

11.1 If there is a need for modification of the title of thesis/ research, the candidate shall submit an application to Research Advisory Committee (RAC) through supervisor at least four months before the date of submission of the thesis for approval. The same must be gotten ratified in the BoS and School Board.

12. Change of Supervisor:

12.1 A candidate confirmed for PhD program shall be allowed to change her/his supervisor in case:

- (i) the supervisor is not in a position to guide the candidate due to his personal reasons/problems.
- ii) there is some drastic change in the field of research.
- (iii) the supervisor leaves the University, or ends her/his association with the University.
- (iv) there is incompatibility due to temperamental, or inter-personal issues
- v) of an eventuality like death.

12.2 Under the circumstances described above, a research scholar can make a written request listing the reasons for change of supervisor to the Head of the Department.

12.3 The Head of the Department/ Director of a Centre shall place such request before the Board of Studies in its next meeting and if Board of Studies is satisfied with the reasons stated by the candidate for change of supervisor, a new supervisor shall be allotted to the research scholar after obtaining mutual consent of the scholar and supervisor to be.

13. Submission of Thesis:

13.1 A PhD scholar shall be permitted to submit her/his PhD thesis for evaluation subject to the condition that s/he has

- a) completed course work successfully and satisfactorily.
- b) completed three years period after enrollment.
- c) published 2 papers in refereed journals and made two presentations in seminars/ conferences.
- d) made pre-PhD submission before the RAC in a seminar open for all.
- e) produced certificate to the effect that the research work is original and has not been plagiarized.
- f) fulfilled any other condition required for the evaluation of the thesis.

13.2 After fulfilling all the above conditions as per Clause 13.1 above, the candidate shall be permitted to submit the thesis. The thesis shall contain a detailed account of research work carried out by the candidate and should constitute a significant contribution to knowledge characterized either by discovery of new facts or re-interpretation of known facts, or development of new techniques/methodologies/ models.

13.3 The first page of the thesis shall be as per **ANNEXURE – III**.

13.4 The thesis shall also contain a certificate as per **ANNEXURE - IV** to the effect that the thesis incorporates the results of investigations carried out by the candidate herself / himself and that the results are not submitted earlier to any other institution / university for the award of any degree.

13.5 There shall also have to be an undertaking from the research scholar and a certificate from the Research Supervisor attesting to the originality of the work, vouching that there is no plagiarism as per **ANNEXURE V**. This certificate shall be signed by the candidate as well as the supervisor(s).

13.6 The candidate shall also be required to submit a “No Dues Certificate” from concerned offices of the University prior to the submission of his/her thesis.

13.7 The candidate shall be required to submit five hard copies of the thesis and its soft copy on four CDs along with four copies of the approved synopsis and the summary of the research work not exceeding 5000 words to the Controller of Examination through the supervisor and the Head of the Department / Director of the Centre.

13.8 The thesis shall be written in Hindi or English. However, when the subject matter relates to or is based on a language other than Hindi or English, it may be written in the relevant language.

14. Appointment of Examiners for the Evaluation of the Thesis:

(a) Once a candidate has submitted the thesis for the award of PhD, the supervisor concerned shall prepare a panel of nine external examiners not below the level of Associate Professor who are not in the service of the University and/or not Members of the Board of Studies of Department/Centre concerned or the concerned School Board for the evaluation of the thesis, and submit the panel through the Head of the Department / Director of the Centre concerned to the Vice-Chancellor.

(b) The Vice-Chancellor shall, from the panel so submitted, appoint two examiners to evaluate the thesis. Provided that, if the Vice-Chancellor is not satisfied with the Panel submitted to her/him, she/he may refer the Panel back through the Head/Director asking for a fresh panel of external examiners. Provided further that the Vice-Chancellor, while appointing the examiners for the evaluation of the thesis shall also indicate as to who of the two examiners shall conduct the viva voce in case the examiners recommend that the thesis be accepted for the award of PhD degree and viva voce be conducted.

15. Evaluation of the Thesis:

15.1 The PhD thesis submitted by a research scholar shall be evaluated by her/his Research Supervisor and two external examiners, who are not in employment of the CUHP. The viva-voce examination, based among other things, on the critiques given in the evaluation report, shall be conducted by the Viva voce Board consisting of Head/director of department/ Centre, Research Supervisor and at least one of the two external examiners, and shall be open to be attended by Members of the Research Advisory Committee (RAC), all faculty members of the Department, other research scholars and other interested experts/researchers.

15.2 The public viva-voce of the research scholar to defend the thesis shall be conducted only if the evaluation report(s) of the external examiner(s) on the thesis are satisfactory and include a specific recommendation for conducting the viva-voce examination. If one of the evaluation reports of the external examiner in case of PhD thesis is unsatisfactory and does not recommend viva-voce, the university shall send the thesis to another external examiner out of the approved panel of examiners and the viva-voce examination shall be held only if the report of the latest examiner is satisfactory. If the report of the latest examiner is also unsatisfactory, the thesis shall be rejected and the research scholar shall be declared ineligible for the award of the degree.

15.3 The university shall develop appropriate methods so as to complete the entire process of evaluation of PhD thesis within a period of six months from the date of submission of thesis.

15.4 After obtaining the consent of the examiners so appointed by the Vice-Chancellor, the Controller of Examination shall arrange to dispatch the thesis along with the approved synopsis and summary to each examiner for the evaluation of the thesis and submission of their report.

15.5 Each examiner shall be required to submit a detailed report to the Controller of Examinations containing a clear recommendation whether in her/his opinion: (i) the thesis be accepted for the award of the degree of PhD and viva-voce examination of the candidate be held; or (ii) the thesis be referred back to the candidate for revision; or (iii) the thesis be rejected.

15.6 The examiner(s) shall not recommend that the thesis be accepted for the award of the degree and viva-voce examination be held unless he/she is satisfied that the thesis constitutes a contribution to knowledge characterized either by the discovery of new facts or by re-interpretation of known facts or development of new techniques / methodologies / models and that the methodologies pursued by the candidate are sound and its literary presentation is satisfactory.

15.7 In case an examiner recommends that the thesis be referred back to candidate for revision, he/she shall be required to give in his detailed report the reasons for such a recommendation and also clearly delineate the details of the revision that is required to be made by the candidate in the thesis.

15.8 In case an examiner recommends that the thesis should be rejected, he/she shall be required to give detailed reasons in her/his report justifying the recommendation.

16. Viva-Voce Examination:

(a) The Controller of Examinations shall forward the reports of the examiners of a thesis to the Head of the Department/ Director of Centre concerned for further necessary action.

(b) Head of the Department, after the receipt of the detailed reports and recommendations of both the examiners that the thesis be accepted for the award of the degree and viva-voce examination be held shall forward these reports to the supervisor who shall in consultation with the Head of the Department arrange to hold the Viva voce examination under intimation through Head to the Dean of the concerned School.

(c) In case the examiners of the thesis have not unanimously recommended that the thesis be accepted for the award of the degree and the holding of the viva-voce examination, the Head of the Department/ Director of Centre concerned shall be required to act as under:

(i) In case an examiner has recommended that the thesis be referred back to the candidate for revision, the candidate shall be required to submit the revised thesis within a period of one year and that the revised thesis shall be sent for evaluation to the same examiner who had recommended for the revision. If upon revision, the examiner recommends that the thesis be accepted for the award of the degree and viva voce examination be held, the Head of the Department / Director of the Centre shall arrange to hold the Viva voce of the candidate under intimation to the Dean.

(ii) In case the examiner after evaluation of the revised thesis recommends either that the thesis be further revised or be rejected, the Head of the Department / Director of the Centre shall recommend to the Vice-Chancellor that a third examiner be appointed out of the panel of experts as originally submitted to him/her for the evaluation of the thesis and that the Dean shall act in accordance with the recommendation of the third examiner.

(iii) In case an examiner has recommended that the thesis be rejected, the Head/Director of the Department/ Centre shall recommend to the Vice-Chancellor that a third examiner be appointed out of the panel of experts as originally submitted to her/him for the evaluation of the thesis and that the Head/ Director of the Department/ Centre shall act in accordance with the recommendation of the third examiner.

(iv) No thesis shall earn a degree unless two external examiners have recommended that the thesis be accepted for the award of the degree and viva voce be held.

(d) The viva-voce of the candidate shall be conducted by a Viva voce Board consisting of (i) the external examiner of the thesis, as appointed by the Vice-Chancellor to conduct the Viva voce; (ii) the Head of the Department / Director of the Centre and (iii) the Supervisor(s) concerned. The Viva voce examination shall be conducted under the supervision of the Head of the Department/ Director of the Centre.

(e) The viva voce shall be open to all members of the Faculty and Research Scholars of the University.

(f) The viva voce shall ordinarily be held on the University Campus. However, the Vice-Chancellor may, in exceptional circumstances and on the recommendation of the Head of the Department / Director of the Centre of the School concerned, allow the viva voce examination of a candidate to be held at a centre of higher learning outside the University Campus.

(g) The viva voce Board having satisfied itself that the thesis submitted by the candidate is his/her own work and that the candidate has defended his/her thesis satisfactorily, shall recommend for the award of the degree of PhD to the candidate. In case of any difference of opinion in this regard, the decision of the external examiner shall be considered final.

(h) The recommendation of the viva voce Board together with all other relevant documents shall be forwarded by the Head/ Director to the Controller of Examinations (COE) for submission and approval of the Vice-Chancellor for the issue of the notification and the award of provisional certificate and further approval of AC for the award of the degree.

17. Award of PhD Degrees Prior to Notification of These Regulations, or Degrees Awarded by Foreign Universities:

17.1 Award of degrees to candidates registered for the PhD programme on or after July 11, 2009 till the date of notification of these Regulations shall be governed by the provisions of the UGC (Minimum Standards and procedure for Awards of MPhil/ PhD Degree) Regulation, 2016.

17.2 If the MPhil/ PhD degree is awarded by a foreign university, the issue shall be placed before Standing Committee on Equivalence of Examinations/ Degree (provided in Ordinance 29) constituted by the University for the purpose of determining the equivalence of the degree awarded by the foreign university.

18. Part-time PhD:

The CUHP shall allow part-time PhD provided the candidate:

- a) fulfills minimum eligibility criterion to seek admission to PhD programme as per clause/s 2.1 to 2.6.
- b) has completed two years of regular service in any university including CUHP/ institution/ college/ government department/ public sector undertaking / R & D organization/ private industry.
- c) completes the course work on regular basis as per clause 7.5.
- d) fulfills all other conditions as per clause 9 and other relevant clauses.

19. Depository with INFLIBNET:

19.1 Following the successful completion of the evaluation process and before the announcement of the award of the PhD degree, the university shall submit an electronic copy of the PhD thesis to the INFLIBNET, for hosting the same so as to make it accessible to all institutions/colleges.

18.2 Prior to the actual award of the degree, the University shall issue a provisional certificate to the effect that the Degree has been awarded in accordance with the provisions of the UGC Regulations, 2016.

ANNEXURE I

(Application form for enrolment as a candidate for the degree of Doctor of Philosophy)

Note: The applicant must carefully read the Regulations/Rules and Instructions before filling up this form. Please fill in all the columns and clearly indicate 'NOT APPLICABLE' wherever not relevant.

1. Department:
2. School:
3. (i) Name (IN BLOCK LETTERS): Mr./Ms.....
 (ii) (a) Father's Name : Shri.....
 (b) Mother's Name: Smt.
4. Date of birth -----
5. (i) Permanent House Address :
- (ii) Local Address:
-
- Tel. No. Mobile
- Fax No.E-mail Address
6. Particulars about Master's Degree (Please also state whether it is M.A./M.Sc./M.Com./M.Ed./M.Phil., etc)
 (i) Year..... (ii) University
- (iii) Division Percentage of Marks obtained
- (iv) Subject (v) Registration Number
7. Department of the University/approved Centre where research work will be carried out
- (in case of approved Centre, permission of Head of the Centre be enclosed)
-
8. Fees of Rs. remitted vide SBI Receipt No. D.D. No.
- Dated Post Office/Bank
9. Whether receiving any scholarship/fellowship?
- If yes, its nature, amount, tenure and source
10. Whether employed ?
- If yes, name and address of the Institution/Organisation.....
- (NOC from the employer be enclosed)
-Tel. No.
- Post heldsincePermanent/temporary/ad hoc.....

DECLARATION

I declare that I shall abide by the regulations, rules and instructions for the degree of Doctor of Philosophy of Central University of Himachal Pradesh which I have read.

Date

.....
(Signature of Applicant)

CONSENT OF THE PROPOSED SUPERVISOR(S)

1. _____ 2. _____

Date

Signatures of the proposed Supervisor(s)

With complete address, Phone Number etc.

ANNEXURE II

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

(Application form for Registration as a candidate for the degree of Doctor of Philosophy, PhD)

- (i) Name (IN BLOCK LETTERS): Mr./Ms.....
 - (a) Father's Name :
 - (b) Mother's Name:
 - (c) Registration Number
- (ii) Permanent Address :
.....
e-mail : Phone No.
- (iii) Present Address for Correspondence Address :
.....
.....Tel. No. Mobile
- Email :Phone No.
- (iv) Department of the University/Approved Centre where research work will be carried out by the candidate.....
- (v) Name of the Department/Centre of Central University of Himachal Pradesh.....
- (vi) School
- (vii) Date of enrolment for PhD.....Enrolment No.....
- (viii) Tentative title of thesis/broad area of work:
.....
.....

I am appending herewith the attested copy of the result card to the effect that I have satisfactorily completed PhD course work.

Date

.....
(Signature of Applicant)

ANNEXURE – III

(Title of the Thesis)

A thesis

submitted to the Central University of Himachal Pradesh

for the Partial Fulfilment of the Degree of

DOCTOR OF PHILOSOPHY

In the School of -----

In the Department of -----

EMBLEM

Under the Supervision (s) of _____

(by)

(Name of the Candidate)

Month & Year

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

ANNEXURE - IV

Dated:

_____ (Department)

_____ (School)

Central University of Himachal Pradesh, Dharamshala
[Established under the Central Universities Act 2009]
PO Box 21, Dharamshala, District Kangra,
Himachal Pradesh [India] – 176215

This to certify that I _____ have carried out the

research embodied in the present thesis for the full period prescribed under PhD ordinances of the University.

I declare to the best of my knowledge that no part of this thesis was earlier submitted for the award of research degree of any university.

(SIGNATURE OF THE CANDIDATE)

Name:

Enrolment No.

(SIGNATURE OF THE SUPERVISOR HEAD OF THE DEPARTMENT)

ANNEXURE – V

UNDERTAKING

Dated:

_____ **(Department)**

_____ **(School)**

Central University of Himachal Pradesh, Dharamshala
[Established under the Central Universities Act 2009]
PO Box 21, Dharamshala, District Kangra,
Himachal Pradesh [India] – 176215

I, **[name of the candidate]**, hereby undertake that I have carried out the research embodied in the present thesis and that the work is original and without plagiarism. In case any such evidence is found my degree shall be liable to be cancelled by the university.

(SIGNATURE OF THE CANDIDATE)

Name:

Enrolment No.

This is to certify that the above claim is correct to the best of my knowledge.

(SIGNATURE OF THE SUPERVISOR)

ORDINANCE NO: 43

CONVOCATION

(Under Section 28(o) and Statute 29 of the Central Universities Act 2009)

(Approved by the Executive Council and the Academic Council in their meetings held on 17th October, 2012 and 16th October, 2012 respectively)

Preamble:

1. Convocation for the purpose of conferring Degrees, Diplomas and other distinctions of the university shall ordinarily be held every year on such date and place as may be fixed by the Executive Council.
2. The Convocation shall consist of the body corporate of the University and shall be presided over by the Chancellor and in case of non-availability of the Chancellor, the Vice-Chancellor shall preside the convocation.

Notice:

3. Not less than three weeks' notice shall be given by the Registrar for meetings of the relevant statutory authorities for the Convocation.
4. The Registrar shall, with the notice, issue to each member of the Convocation, a programme of the procedure to be observed thereat.
5. The candidates who have passed their examinations in the years since the last Convocation shall be eligible to be admitted to the Convocation.
6. Provided that in case the Convocation is not held in a particular year, the Vice-Chancellor shall be competent to authorise admission of successful candidates in the year of their respective Degrees in absentia and issue the degrees on payment of prescribed fee.
7. Provided further that Vice-Chancellor may confer a degree in advance of the annual Convocation on students proceeding to Universities abroad for further studies, or in any other situation where considered essential.

Application:

8. A candidate for the Degree / Diploma shall be required to apply as per notified procedure to be eligible for admission to the Degree / Diploma at the Convocation along with the prescribed fee.
9. Such candidates who are unable to present themselves in person at the Convocation may be admitted to the Degree / Diploma in absentia by the Vice-Chancellor and their Degrees shall be given by the Controller of Examinations on application and payment of the prescribed fees.

Fees:

10. The fee for admission to the Degree at the Convocation in person and in absentia shall be fixed by the University from time to time.

Academic Dress:

11. All candidates at the Convocation shall wear Academic Dress as specified below:
 1. Angvastram (Piece of double width super fine cotton cloth worn about the shoulders) with following specification:
 - Length: 6.5 feet
 - Breadth: 7.5 inches
 - Colour: Kesariya (width 6 inches) with golden yellow borders (width 0.75 inches on both sides) CUHP written vertically on the left side of the Angvastram and W-UC^a - on the

right side of the Angvastram. The distance between two logos/Insignias marked on both the ends of the Angvastram will be 3 feet.

2. Those students who wear turban will wear turban of Kesariya Colour.
 3. Himachali Cap (Topi) with design.
 4. Kurta with full sleeves in white colour.
12. No candidate shall be admitted to the Convocation unless he/she is in the Academic Dress as prescribed by the University for the Convocation.

Academic Procession:

13. The Academic Procession of the Convocation shall be formed in the manner and order provided here under:
- i. Registrar
 - ii. Deans of the School (in the alphabetical order by the name of the School)
 - iii. Dean, Students' Welfare
 - iv. Finance Officer
 - v. Librarian
 - vi. Controller of Examination
 - vii. Chancellor
 - viii. Vice-Chancellor
 - ix. Chief Guest invited to deliver the Convocation Address
 - x. Recipient (s) of Honorary Degrees
 - xi. Pro-Vice-Chancellor
 - xii. Former Chancellors of the University
 - xiii. Former Vice-Chancellors of the university
 - xiv. Vice-Chancellors of other universities
 - xv. Members of the Court
 - xvi. Members of the Executive council
 - xvii. Members of the Academic Council

Seating Plan:

14. Depending upon the number and size of the Convocation Procession, the seating plan shall be finalised with the prior approval of the Vice-Chancellor.

Convocation Procedure:

15. On the Procession entering the Hall, the candidates and the audience shall rise and remain standing until the members of the procession have taken their seats.
16. University Anthem shall be played.
17. The Registrar, having obtained the consent, of the Chancellor, or in his absence the Vice-Chancellor, shall declare the Convocation open in the following manner:

Registrar: "Hon'ble Chancellor (or the Vice-Chancellor in the absence of Chancellor)", May I with your permission declare the Convocation open?"

Chancellor (or the Vice-Chancellor in the absence of Chancellor): "I permit".

Registrar: "With the permission of Hon'ble Chancellor (or the Vice-Chancellor in the absence of Chancellor) I declare the Convocation open".

18. Vice-Chancellor shall then present the Annual Report of the University.
19. The Chancellor or in his absence the Vice-Chancellor shall then say: "Let the candidates be presented".
20. Candidates who are to be awarded Degrees and Diplomas at the Convocation shall be presented by the respective Deans of the Schools in the alphabetical order by the name of the School.
21. Within the School, the Degree Certificate shall be awarded to the Candidates in the following order:
 - a. Doctor of Literature (D.Litt.) / Doctor of Science (D.Sc.)
 - b. Doctor of Philosophy (Ph.D.)
 - c. Master of Philosophy (M.Phil)
 - d. Post Graduate Degree
 - e. Undergraduate Degree
 - f. Diploma
 - g. Certificate
22. The Candidates shall be presented by the Dean of the School concerned in the following manner:

"These candidates, whose names are set out in the list and who have been examined and found qualified for Degree / Diploma of _____ of _____; I pray that they be admitted to the Degree / Diploma of _____".
23. Candidates whose names are thus set out shall rise on their place and shall remain standing till the Degrees / Diplomas are awarded by the Vice-Chancellor.
24. The Degrees / Diplomas shall be awarded by the Vice-Chancellor in the following words :

"By virtue of the authority vested in me as the Vice-Chancellor of the Central University of Himachal Pradesh, I admit you all to the Degree / Diploma of _____ and I charge you that ever in your thought and action you prove yourself worthy of the honour conferred on you."
25. Recipients of the Degree / Diploma, while remaining standing at their places, shall acknowledge by a bow and shall sit down.
26. The Vice-Chancellor shall then request the Chancellor to please present the Medals and Awards. Provided that in the absence of the Chancellor, the Registrar shall request the Vice-Chancellor to present the medals and awards.
27. Names of the recipients of the Medals and Awards shall be announced by the Dean of Students' Welfare.
28. Recipients of the Medals and Award, as their names are announced by the Dean Students Welfare, shall walk up to the stage to receive the Medal or Award.
29. Medals and other distinctions shall then be presented by the Chancellor or in his absence by the Vice-Chancellor.
30. The recipients shall receive the Medal or Award and acknowledging with a bow and shall return to their places.
31. The Vice-Chancellor shall welcome the distinguished person(s) and shall read out the citation and request the Chancellor to confer the Honorary Degree in the following words:

"By virtue of the authority vested in me as the Vice-Chancellor of the Central University of Himachal Pradesh, I request Hon'ble Chancellor that you may be pleased to graciously confer upon..... (Name of the distinguished person) the Degree of (Honoris Causa) for his/her outstanding services."

32. The Chancellor shall confer the Honorary Degree in the following words:
"I confer on (Name of the Distinguished Person) the degree of.....
(Honoris Causa).
33. Provide that if the Vice-Chancellor is presiding over the Special Convocation, the Pro-Vice-Chancellor or in his absence, the Senior Most Dean shall welcome the distinguished person and shall read out the citation and request the Vice-Chancellor to confer the Honorary Degree in the following words:
"Hon'ble Vice-Chancellor may please confer the Honorary Degree".
34. The Vice-Chancellor shall confer the Honorary Degree in the following words:
"By virtue of the authority vested in me as the Vice-Chancellor of the Central University of Himachal Pradesh, it gives me pleasure to confer upon (Name of the distinguished person) the Degree of (Honoris Causa) for his/her outstanding contributions."
35. The recipient(s) of the Honorary Degree will then present his/her address, if any
36. The Vice-Chancellor shall introduce the Chief Guest and request him/her to deliver the Convocation Address.
37. The Chief Guest shall deliver Convocation address.
38. Registrar shall declare the Convocation closed in the following manner:
Registrar: "Hon'ble Chancellor / Vice-Chancellor May I with your permission declare the Convocation closed"?
Chancellor / Vice-Chancellor: "I permit".
Registrar: "With the permission of Hon'ble Chancellor / Vice-Chancellor, I declare the Convocation closed."
39. The National Anthem shall be played.
40. The Procession will leave in the same order, as it entered.
41. The audience shall remain standing till the Procession has left the Convocation Hall.

Degree in Absentia:

42. If a candidate fails to attend the Convocation at the given place and time, he/she shall be required to pay the prescribed fees to the University as decided before he/she is admitted to the Degree / Diploma.

Rehearsal to Academic Procession:

43. A rehearsal may be arranged on or before the day of the Convocation, at which candidates for Degrees / Diplomas must be present.
44. Candidates not present at the rehearsal run the risk of not being admitted to the Convocation.

Honorary Degree:

45. Honorary Degree may be conferred at Convocation / Special Convocation and may be taken in person or in absentia.

Special Convocation:

46. A special Convocation may be held at such time as may be decided by the Executive Council for the purpose of conferring Honorary Degrees in accordance with the procedure or for the purpose of conferring other Degrees under special circumstances on the recommendation of the Academic Council. A Special Convocation shall be held for the purpose of conferring Honorary Degree on a distinguished person.
47. The Academic Procession, the procedure and Academic Dress for the Special Convocation shall be the same as prescribed for the Convocation.
48. Registrar, with the consent of the Chancellor or in his absence of the Vice-Chancellor, shall declare the Special Convocation open in the following manner:
- Registrar:** "Hon'ble Chancellor / Vice-Chancellor, May I with your permission declare the Special Convocation open"?
- Chancellor / Vice-Chancellor:** "I permit".
- Registrar:** "With the permission of Hon'ble Chancellor / Vice-Chancellor, I declare the Special Convocation open."
49. The Vice-Chancellor shall welcome the distinguished person and shall read out the citation and request the Chancellor to confer the Honorary Degree in the following words:
- "By virtue of the authority vested in me as the Vice-Chancellor of the Central University of Himachal Pradesh. I request Hon'ble Chancellor that you may be pleased to graciously confer upon _____ (Name of the distinguished person) the Degree of _____ (Honoris Causa) for his/her outstanding services".
50. The Chancellor shall confer the Honorary Degree in the following words:
- "I confer on (Name of the Distinguished Person) the degree of (Honoris Causa)".
51. Provide that if the Vice-Chancellor is presiding over the Special Convocation, the Pro-Vice-Chancellor or in his absence, the Senior Most Dean shall welcome the distinguished person and shall read out the citation and request the Vice-Chancellor to confer the Honorary Degree in the following words:
- "Hon'ble Vice-Chancellor may please confer the Honorary Degree"*
52. The Vice-Chancellor shall confer the Honorary Degree in the following words:
- "By virtue of the authority vested in me as the Vice-Chancellor of the Central University of Himachal Pradesh, it gives me pleasure to confer upon (Name of the distinguished person) the Degree of (Honoris Causa) for his/her outstanding contributions."
53. The Vice-Chancellor shall invite the recipient(s) of the Honorary Degree to present his/her address. Provided that if the Vice-Chancellor is presiding the convocation, the _____ Pro-Vice-Chancellor or in his absence the Senior Most Dean shall invite the recipient(s) of the Honorary Degree to present his/her address.
54. The recipient of the Honorary Degree will then present his address.

55. The National Anthem of the Country of the Dignitary on whom the Degree is conferred, if necessary.
56. The National Anthem of India.
57. Registrar shall declare the Special Convocation closed in the following manner:

Registrar: "Hon'ble Chancellor / Vice-Chancellor May I with your permission declare the Special Convocation closed"?

Chancellor / Vice-Chancellor: "I permit".

Registrar: "With the permission of Hon'ble Chancellor / Vice-Chancellor, I declare the Special Convocation closed."

58. The Procession will leave in the same order, as it entered.
59. The audience shall remain standing till the Procession has left the Convocation Hall.
60. Should there be any difficulty in giving effect to this Ordinance or in the process of the Convocation / Special Convocation, the matter shall be referred to the Vice-Chancellor whose decision shall be final.

SCHEDULE - I(B)

**THE ACADEMIC DRESS OF THE UNIVERSITY FOR THE CONVOCATION
FOR CANDIDATES FOR THE AWARD OF DEGREE / DIPLOMA**

S. NO.	STATUS	GOWN	HOOD	MORTAR BOARD
1.	D.Litt. / D.Sc.	Black Silk Gown with 2" gold lace in front and 1" gold lace on the bottom of the sleeves.	Black with golden & Silver lining having 2" border	Black & Silver Tassel
2.	Ph.D.	Black Silk Gown with 2" silver lace in front and 1" silver lace on the bottom of the sleeves.	Black with golden & white lining having 2" border	Black & White Tassel
3.	M.Phil	Black Silk Gown with 2" silver lace in front and 1" silver lace on the bottom of the sleeves.	Black with golden & mauve colour lining having 2" border	Black & White Tassel
4.	All Postgraduates	Black Silk Gown with 2" silver lace in front and 1" silver lace on the bottom of the sleeves.	Black with golden & red lining having 2" border	Black & White Tassel
5.	All Undergraduates	Black Silk Gown with 2" silver lace in front and 1" silver lace on the bottom of the sleeves.	Black with sky blue & silver lining having 2" border	Black & White Tassel
6.	All Diplomas	Black Silk Gown with 2" silver lace in front and 1" silver lace on the bottom of the sleeves.	Green having 2" red border	Black & White Tassel
7.	All Certificates	Black Silk Gown with 2" silver lace in front and 1" silver lace on the bottom of the sleeves.	Sky blue having 2" black border	Black & White Tassel

ORDINANCE NO: 44

POWERS AND FUNCTIONS OF THE PLANNING AND MONITORING BOARD

(Under Statute 41(4) of the Statutes of the University)

(Approved by the Executive Council and the Academic Council in their meetings held on 17th October, 2012 and 16th October, 2012 respectively)

1. The University shall have a Planning & Monitoring Board, which shall be constituted as per Statute 41 of the Central Universities Act 2009.
2. The powers and functions of the Planning & Monitoring Board shall be as under:
 - a) to suggest measures for raising the standard of education and research.
 - b) to advise about short and long-term development plans of the University
 - c) to monitor the implementation of development plans and suggest measures for mid-course correction in the implementation of the approved plans of the University
 - d) to suggest measures for raising the standard of education and research, including strengthening of inter-disciplinary programmes, cooperation between Departments / Schools / Centres of the University and schemes for inter-action between the University, Industry and other educational institutions;
 - e) to advise on any matter referred to it by the University Authorities.
3. Recommendations of the Planning and Monitoring Board shall be placed before the Executive Council for consideration and further necessary action.
4. The Planning and Monitoring Board may appoint sub-committees for specific purpose which may include persons other than the members of the Planning and Monitoring Board.
5. The planning and Monitoring Board shall meet at least twice a year.
6. The procedure for the conduct of the meeting of the Planning and Monitoring Board shall be as laid down in the Regulations.
7. One third of the members of the planning and Monitoring Board shall form the quorum for a meeting.

ORDINANCE NO: 45

CUHP RULES FOR THE FORMATION OF THE STUDENTS' COUNCIL

(In terms of Statute 36 of the Central Universities Act 2009)

(Approved by the Executive Council and the Academic Council in their meetings held on 15th November, 20130029)

1. Short Title and Commencement:

This Ordinance may be called "CUHP Rules for the Formation of Students' Council" in terms of Statutes 36 of the First Statute and shall come into force with immediate effect.

2. Students' Council:

There shall be a Students' Council for every academic year, consisting of:-

- (i) The Dean of Students' Welfare who shall be the Chairman of the Students' Council;
- (ii) Twenty students to be nominated by the Academic Council on the basis of merit in studies, sports and extra-curricular activities; and
- (iii) Twenty students to be elected by the students as their representatives.

Provided that any student of the University shall have the right to bring up any matter concerning the University before the Students' Council, if so permitted by the Chairman, and he shall have the right to participate in the discussions at any meeting when the matter is taken up for consideration.

- (iv) The functions of the Students Council shall be to make suggestions to the appropriate authorities of the University in regard to the programmes of studies, students' welfare and other matters of importance, in regard to the working of the University in general and such suggestions shall be made on the basis of consensus of opinion.
- (v) The Students' Council shall meet at least twice in every academic year and the first meeting of the Council be held in the beginning of the academic session.

3. Number of Slots for Election & Nomination:

- a. The number of slots for Election and Nomination shall be determined School-wise on the basis of number of students enrolled in each School during the academic session concerned.
- b. In order to ensure that all schools are represented, a number of schools may be clubbed such that at least one slot for election and one slot for nomination could be provided between the clubbed schools.

PART I: Procedure of Election to the Students Council

4. Schedule for Election:

- a. Notification for election shall be issued by the Dean Students Welfare which shall include the Schedule of Election as per the following format:

Schedule of Election for the Membership of Students Council for the Academic Session		
Sl. No.	Activity	Date
	Issue of Notification for Election	
	Display of School-wise Voter List (Students Enrolled)	
	Receipt of request for correction in the Voter List	
	Display of School-wise Final Voter List	
	Commencement of Filing of Nomination Paper	
	Last date for Filing of Nomination Paper	
	Scrutiny of Nomination Paper	
	Display of School-wise List of Candidates	
	Last date for the Withdrawal of Nomination	
	Display of the School-wise Final List of Candidates	
	Commencement of canvassing	
	Date and time of closing canvassing	
	Date and Time of Commencement and End of Voting	
	Counting of Vote	
	Declaration of Results	
	Notification for the Constitution of the Students Council	

The whole election process beginning with issuing of notification by DSW shall be completed with 10 days as per the recommendation of Lyngdoh Committee Report.

5. Returning Officer:

- a. Deans of respective Schools shall be the Returning Officer of the election in their respective school.
- b. Among two Schools which have been clubbed for the allotment of at least one slot for election and one slot for nomination, the Dean of the School in which the number of students is more shall be the Returning Officer for the two schools..

6. Display of the Voter List and Procedure for Correction therein:

- a. Voter List of a School shall mean and include the names of all students enrolled as on the date of notification of election in various programmes of studies offered in the school;
- b. The voter List shall be declared on the Notice Board of the respective Schools by the Returning Officer concerned;
- c. Request for correction in the Voter List, if any, shall have to be made in the prescribed form to the Returning Officer concerned;
- d. Request for correction shall be verified by the Returning Officer concerned, who shall after incorporated any changes necessary shall display the Final Voter List:

7. Filing of Nomination Papers:

- a. Eligible candidate may file their Nomination paper in the prescribed format along with an Undertaking in the prescribed format that no criminal inquiry is pending against her/him;
- b. Nomination Form so received shall be scrutinized by the Returning Officer concerned;
- c. All such voters who have filed their Nomination Paper shall have a right to remain present during the scrutiny of the Nomination Form;
- d. List of Candidates shall be declared by the Returning Officer concerned;
- e. Request for the withdrawal of Nomination may be made to the Returning officer concerned;
- f. Final List of Candidates shall be displayed by the Returning officer concerned.

8. Conditions of Eligibility to be a Candidate:

- a. A student seeking election to the Students Council must fulfil the following eligibility conditions as mentioned in the Lyngdoh Committee:
 - i. His / her name must appear in the Final Voting List of the School concerned
 - ii. His / her age must not exceed the following limits as on the date of filing of the Nomination Paper:
 1. 22 years in case he / she is a UG student.
 2. 25 years in case he/she is a PG student
 3. 28 years in case he/she is a RD student;
 - iii. He/she must have a minimum of 75 percent attendance in all courses taken by him/her during previous semester(s) except those who are in the first semester.
 - iv. He/she must not have any academic arrear i.e. he/she must have successfully completed all the courses he took during the previous semesters of the programme of studies in which he/she is presently enrolled; such persons who have failed and/or awarded I grade and/or detained due to shortage of attendance in any of the courses, during the previous semester(s) of the programme of studies in which he/she is presently enrolled shall not be eligible to contest the election.
 - v. He/she must not have any fee arrears in the year of contesting the election.
 - vi. He/she must not have a previous criminal record, that is, he should not have been tried and/or convicted of any criminal offence or misdemeanor.
 - vii. His/her conduct in the University must have been exemplary and he/she must not have been subjected to any disciplinary action by the University authorities.
- b. Election of a Candidate shall be declared null and void in the event of nonconformity with any of the above rules or guidelines.

9. Code of Conduct:

- a. No one other than the students shall be involved in the election process.
- b. No candidate shall indulge in, or shall abet / support, any activity, which may create / aggravate differences or create mutual hatred, or cause tension between different gender, castes and communities, religious or linguistic, or between any group(s) of students.
- c. All candidate must desist from resorting to activities such as bribing, intimidating or impersonation in the election process.
- d. All candidates while criticising other candidates shall confine to the policies and programmes and past record of their work. Candidates shall refrain from casting aspersions on the private lives of contesting candidates.
- e. No candidate shall make appeal based on caste or on communal lines for securing votes.
- f. No canvassing shall be permitted in the Hostels of the University.
- g. No candidates shall make use of printed posters, printed pamphlets, or any other printed material for the purpose of canvassing. However, they may use handmade posters only at authorised places in the Campus, which shall be notified in advance by the University authorities. Under no circumstances, handmade posters with questionable language or content will be allowed.
- h. No canvassing shall be permitted within the class rooms. However, canvassing may be permitted outside the class rooms without causing any disturbance to the academic schedules.
- i. No electioneering through printed posters, processions, or public meetings is allowed outside the University Campus; violation of this rule will result in disqualification.
- j. Innovative means for peaceful canvassing shall be encouraged provided it does not affect the academic environment.
- k. No candidate shall, nor shall his/her supporter, damage, deface or cause any destruction to any property of the CUHP and contravening the condition will make him/her liable for disciplinary action including removal from the Voter List.
- l. The use of loudspeakers, vehicles and animals for the purpose canvassing shall be prohibited.
- m. On the day of polling, all candidates shall cooperate with the officers on election duty to ensure peaceful and orderly election and complete freedom to the voters in exercising their franchise without being subjected to any annoyance or obstruction;
- n. No candidate shall distribute any eatables or other solid and liquid consumables except water on polling day and also not hand out any propaganda on the polling day;
- o. Except voters no one without a valid pass/letter of authority from the University authorities shall enter the polling booth;
- p. In case a candidate has any complaint or problem regarding the conduct of the election the same may be brought to the notice of the Grievance Committee;
- q. All candidates shall be jointly responsible for ensuring cleaning up the polling area within 48 hours of the conclusion of polling;
- r. The University has full authority to cancel or postpone the elections any time before the scheduled date without assigning any reason.

- s. Since elections are to be held school wise, ideally, the contestant should not spend any amount of money on publicity material as the publicity should be done by word of mouth and through debate and discussions. The total expenditure permissible to be incurred by a candidate shall not exceed `10/ per constituent, and in any case shall not exceed`5000/- as prescribed by Lyngdoh Committee which is ever is less.
- t. Each candidate shall within two weeks of the declaration of results, submit complete and audited account to the University authorities. A committee consisting of the Registrar, Finance Officer and a nominee of the Vice Chancellor shall scrutinize and audit the accounts submitted by the candidate. The University shall publish such audited accounts within two days of the submission of such accounts through a suitable medium so that members of Students' Council may freely examine the same.
- u. The candidates are debarred from mobilising and utilising funds from any other source.
- v. The election of the candidate shall be declared null and void in the event of any non-compliance or in the event of any excessive expenditure.

10. Polling Process:

- a. The ballot papers required for each School given the number of registered students / voters will be printed mentioning the names and roll numbers of the candidates contesting the election.
- b. Each ballot paper will be signed by the returning Officer.
- c. The polling process will be completed within the notified time period under the administrative control of the Returning Officer of the School who will be assisted by the three faculty members designated as Polling Officers and appointed by the Returning Officer;
- d. Candidate(s) contesting the election or his/her representative may remain present during the time of polling as polling agent;
- e. After the polling process is complete, the ballot box will be sealed. The unused ballot papers shall also be sealed in a separate envelop.

11. Counting of Votes:

- a. The sealed ballot box will be opened by the Returning Officer for the counting of the votes in the presence of candidates contesting the election or their representatives.
- b. The Returning Officer with the help of Polling Officers shall conduct the counting of votes in the presence of the candidates contesting election or their representatives.

12. Declaration of the Result:

- a. The Returning Officer shall declare the result mentioning clearly the order of the elected candidate / candidates in terms of the number of votes polled to them.

13. Election Related Expenditure:

- a. All expenses incurred towards the election procedure shall be met from the funds made available by the University for this purpose. Provided however that only such expenses that are incurred towards the work related to the activities specified in these guidelines.

14. Grievance Redressal:

- a. To ensure smooth conduct of the Election and also to address grievances, if any, there shall be an Students Council Grievance Redressal Committee;
- b. The composition of the Students Council Grievance Redressal Committee shall be as under:

i.	Pro-Vice-Chancellor	....	Chairman
ii.	One of the Deans to be nominated by the Vice chancellor	....	Member
iii.	Proctor	....	Member
iv.	Two students from amongst the final year students, one of whom shall be a women, to be nominated by the Vice-Chancellor	....	Members
v.	Dean Students Welfare	....	Member-Secretary

- c. The procedure for dealing with the grievances received by the Complaints received by the Grievance Redressal Committee shall be dealt in accordance with the recommendations of the Lyngdoh Committee;

15. Maintaining Law and Order on the campus during the Election Process:

- a. Instance of lawlessness or the commission of criminal offence shall be reported to the police by the university authorities immediately but not later than 12 hours after the alleged commission of the offence.

PART II: Procedure for Nomination to the Students Council

16. Procedure for Nomination:

- a. Twenty student shall be nominated to the Students Council by the Academic Council on the basis of merit of studies, sports, extra-curricular activities.
 - b. The number of students to be nominated from each School shall be the same as the number of students to be elected.
 - c. To facilitate the Academic Council in taking the decision with regard to the nomination, the Dean Students Welfare shall place before the Academic Council list of students admitted to various programmes of studies clearly indicating therein the past academic records from 10th Onward, the composite score at the time of admission, the academic performance in terms of their aggregate score in the courses taken during previous two semesters and comments with regard to their participation and involvement in the co-curricular and extra-curricular activities.
 - d. Eligibility conditions, qualifications and disqualifications for the Nomination of students shall be the same as those applicable in case of election.
 - e. While making nominations, the Academic Council shall pay due regards to the representation of students from the PG and RD programmes and also to the freshers and senior students.
- 17. Should there be any difficulty in the implementation arising out of inadequate provisions in or due to interpretation of these guidelines, the decision shall be taken in accordance with the recommendations of the Lyngdoh Committee;
 - 18. Should there still be any difficulty in the implementation of these guidelines, the matter shall be referred to the Vice Chancellor, whose decision shall be final and binding on all concerned;

NOMINATION FORM

1. Name _____
2. Son / Daughter of _____
3. Roll No. _____
4. Date of Birth _____
5. Department / Centre _____
6. Programme of Study _____
7. School _____
8. Date of filing Nomination _____
9. Proposed by Miss/Mr. _____

(The Proposer shall be the constituent of the Electoral Constituency to which the contesting candidate belongs)

Roll No. _____, Department _____

Programme of Study _____

Signature with date _____

10. Seconded by Miss/Mr. _____

(The Seconder shall be the constituent of the Electoral Constituency to which the contesting candidate belongs)

Roll No. _____, Department _____

Programme of Study _____

Signature with date _____

11. Signature of the proposed candidate with date in evidence of his/her willingness to contest the election _____.

(The candidate shall be the constituent of the Electoral Constituency to which the contesting candidate belongs)

For Office Use:

This is to certify that the Nomination form of _____ S/O / D/O
 _____ Roll No. _____ has been
 carefully scrutinized and found in order/rejected. In case of rejection reason thereof

SIGNATURE OF THE RETURNING OFFICER

Date:

Copy to: Dean Students' Welfare, CUHP, Dharamshala

UNDERTAKING

I _____ S/O Sh./Smt. _____ Roll No. _____ Department of _____ hereby undertake that

- i. I have neither been tried / convicted of any criminal offence or misdemeanor ever nor is there any criminal case / proceeding pending against me in any Court of Law.
- ii. I further undertake that I have not been subjected to any disciplinary action by the University Authorities.
- iii. I further undertake that I have passed all courses offered by me in the previous examinations.
- iv. I further undertake that I have completed 75% attendance in all previous courses offered by me.
- v. I further undertake that I have read the election related ordinance(s) and rules of the CUHP and I undertake to abide by them. In case of any violation of any condition provided in the Ordinances and rules, I am fully aware that my candidature is liable to be rejected and or my candidature be cancelled even after election.

(SIGNATURE WITH DATE)

Full Name _____
Programme of Study _____
Department _____
School _____

Copy to: Dean Students' Welfare, CUHP, Dharamshala

UNDERTAKING FROM THE RETURNING OFFICER

I _____ S/O Sh./Smt. _____ hereby undertake that

none of my blood relation is contesting election to the Students Council.

SIGNATURE OF THE RETURNING OFFICER

UNDERTAKING FROM THE FACULTY MEMBER NOMINATED TO THE SCREENING COMMITTEE

I _____ S/O Sh./Smt. _____ hereby undertake that

none of my blood relation is contesting election to the Students Council.

SIGNATURE OF THE FACULTY MEMBER

Copy to: Dean Students' Welfare, CUHP, Dharamshala

PROVISIONAL LIST OF REGISTERED STUDENTS / VOTERS IN THE SCHOOL OF _____

SR. NO.	ROLL NO.	NAME	FATHER'S NAME	DEPARTMENT
First Semester				
Third Semester				
Research Degree Programme				

SIGNATURE OF THE RETURNING OFFICER

Copy to: Dean Students' Welfare, CUHP, Dharamshala

FINAL LIST OF REGISTERED STUDENTS / VOTERS IN THE SCHOOL OF _____

SR. NO.	ROLL NO.	NAME	FATHER'S NAME	DEPARTMENT
First Semester				
Third Semester				
Research Degree Programme				

SIGNATURE OF THE RETURNING OFFICER

Copy to: Dean Students' Welfare, CUHP, Dharamshala

LIST OF CANDIDATES WHO FILED NOMINATION FOR CONTESTING ELECTION

In response to notification issued by the Dean Students Welfare, the details of the students who filed their nomination for contesting election to the Students Council, 20__ - 20__ as per CUHP guidelines are given below:

Sr. No.	Roll No.	Name	Father's Name	Department	Semester

SIGNATURE OF THE RETURNING OFFICER

Copy to: Dean Students' Welfare, CUHP, Dharamshala

LIST OF CANDIDATES ELIGIBLE FOR CONTESTING ELECTION

In response to notification issued by the Dean Students Welfare, the details of the students who filed their nomination for contesting election to the Students Council, 20__ - 20__ and who are declared eligible to contest election after scrutiny are as given below:

Sr. No.	Roll No.	Name	Father's Name	Department	Semester

SIGNATURE OF THE SCRUTINY COMMITTEE

RETURNING OFFICER _____

Copy to: Dean Students' Welfare, CUHP, Dharamshala

STATEMENT OF VOTES POLLED IN THE SCHOOL OF _____

1. Statement of Votes

SR. NO.	PARTICULARS	NUMBER
1.	Registered Votes	
2.	Votes Polled	
3.	Valid Votes	
4.	Invalid Votes	

2. Votes Polled for Different Candidates

SR. NO.	ROLL NUMBER	NAME OF THE CANDIDATE	FATHER'S NAME	DEPARTMENT	VOTES POLLED	POSITION

I hereby admit that election was held in impartial and transparent manner and that the counting of the votes was done in my presence

SIGNATURE OF THE RETURNING OFFICER _____

SIGNATURE OF THE CANDIDATES

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Copy to: Dean Students' Welfare, CUHP, Dharamshala

TALLY SHEET FOR COUNTING OF VOTES

SR. NO.	NAME OF THE CANDIDATE	VOTES POLLED IN FAVOUR	TOTAL

SR. NO.	NAME OF THE CANDIDATE	VALID VOTES	INVALID VOTES	TOTAL

SIGNATURE OF THE RETURNING OFFICER

Copy to: Dean Students' Welfare, CUHP, Dharamshala

DECLARING THE RESULT OF THE ELECTION

This is to certify that Mr/Ms _____ S/o/D/o _____

Roll.No. _____ Department _____

Semester _____ has been declared elected for the Students Council

from the School of _____

SIGNATURE:

RETURNING OFFICER: _____

Copy to: Dean Students' Welfare, CUHP, Dharamshala

ORDINANCE NO: 46

CUHP ANNUAL PERFORMANCE, APPRAISAL REPORT (APAR), RULES, 2013

*(Under Section 28(2) of the Central Universities Act 2009 and Statute 12(2)(XX))
(Approved by the Executive Council and the Academic Council in their meetings held on 15th November, 2013)*

1. SHORT TITLE, APPLICABILITY AND COMMENCEMENT:

These rules shall be called “Central University of Himachal Pradesh (hereinafter called CUHP or the University) Annual Performance, Appraisal Report (APAR), Rules, 2013, which shall be applicable to all employees of the University except Teachers and shall be deemed to come into force w.e.f. 20.01.2010 i.e from the date of establishment of the University.

2. OBJECTIVE OF THE RULES:

- 2.1** The performance of Organization including University is ultimately the sum total of the performances of the individuals through which it functions. Organisation has, therefore, to know from time to time how its constituents function. This information is essential for proper Personnel Administration and Management.
- 2.2** It is in the interest of every employee that he should know how well or otherwise, he is performing his job. Without this feedback information, it will be difficult for him to plan his career development in a systematic manner. In fact, he would be more interested in knowing his defects. His defects would affect his career advancements in the long run, unless he comes to know the same in time and overcomes them by taking special efforts.
- 2.3** The immediate superior officer of an employee, who is the Reporting Officer, in the matter of writing his Appraisal Report, should be vitally concerned, in writing the Annual Performance Appraisal Report (APAR) of every one of his subordinate in an objective and impartial manner. Since the superior officer functions through his subordinates, he also gets credit for the good work done by them. It would, therefore, be in the interest of the Reporting officer himself to assess the performance of the subordinates objectively and thereby give them counselling and proper guidance for improvement of their performance.
- 2.4** The system of APAR on the performance of an employee is a means to an end and not an end in itself. The ultimate goal is to optimise the achievement of the policies and programmes of an organisation. This is possible only if the APAR lead to the optimization of the performance of the concerned employee. The main focus of the Reporting Officer should, therefore, be developmental rather than judgemental. The APAR should be a true indicator of the achievement of the employee; it should not be a mere tool to control or discipline him.
- 2.5** The system of APAR has two principal objectives and the Reporting Officer should have a very clear perception of these objectives. The first and foremost is to improve the performance of the subordinate in his present job. The second objective is to assess the potentialities of the subordinate and prepare him through appropriate feedback and guidance for future possible opportunities in service. To a great extent, the second objective is dependent on the achievement of the first.
- 2.6** It is the duty of the superior officer to give the subordinate a clear understanding of the tasks to be performed and to provide requisite resources for his performance. The subordinate is required to contribute to the best of his capacity to the qualitative and quantitative achievement of the given tasks making optimum use of the resources provided. Also, both the superior and his subordinate have to be necessarily aware of the ultimate goal of their organization, which can be achieved only through the joint efforts of both of them. This is the basic philosophy underlying any system of APAR.

3. GENERAL RULES:

- 3.1** The University shall henceforth assess the performance of every employee (other than the teachers) annually through his Annual Performance Appraisal Report, which is an important document providing the basic and vital inputs for assessing the performance of the employee and for assessing his suitability for his further advancement in his career on occasions like confirmation, promotion, selection for deputation, selection for foreign assignment etc. Performance appraisal is a tool for human resource development in order to enable an employee to realize his true potential.
- 3.2** The Reporting Officer, at the beginning of the year may set quantitative / physical targets, wherever applicable, in consultation with each of the employee, whose reports he is required to write. Performance appraisal is meant to be a joint exercise between the employee reported upon and the Reporting Officer. While fixing the targets, priority should be assigned item-wise taking into consideration the nature and the area of the work.
- 3.3** The APAR is initiated by the employee to be reported upon, who gives a brief description of his duties, specifies the targets set for him wherever applicable and achievements against each target.
- 3.4** The performance is then assessed by the Reporting Officer, who after completing his part of the Report submits it to his own superior, known as the Reviewing Officer for review. The assessment of the performance of the employee at two levels ensures a greater degree of objectivity and fairness. However, whereas the employee has only one supervisory level above him as in the case of personal staff attached to officers, the assessment will be at the level of Reporting Officer only.
- 3.5** While normally there should be only one Report covering the year of Report, there can be situation in which it becomes necessary to write two or more independent Reports being written during a year by different Reporting Officers, subject to the condition that each Reporting Officer has at least three months experience on which he can base his Report on the employee reported upon. Where more than one Report is written in the course of a year, each Report should indicate precisely the period covered by it. When a Report has to be written by a Statutory Officer and his term is likely to end he should written the APAR before end of his term.
- 3.6** Where an officer has taken Earned Leave for a period of more than 15 days, the total period spent on leave can be deducted from the total period spent on any post, for the purposes of computing the period of 3 months which is relevant for writing of entries in the APAR. Leave taken for short term duration need not be treated as relevant for the purpose.
- 3.7** Where for a period of Report, there is no Reporting Officer with the requisite experience to initiate the Report, the Reviewing Officer himself may initiate the Report as a Reporting Officer provided the Reviewing Officer has been the same for the entire period of Report and he is in a position to fill in columns to be filled in by the Reporting Officer. Where a Report is thus initiated by the Reviewing Officer, it will have to be submitted by him to his own superior for Review if there is a superior officer to him.
- 3.8** Whenever there is next higher officer between the Reporting Officer and the Reviewing Officer or between the Reviewing Officer and the Accepting Authority, his views shall also be part of the report and his comments will also be incorporated before the report is submitted to the Reviewing Officer or to the Accepting Authority, as the case may be.
- 3.9** Assessment of the performance of an employee at more than one level has been prescribed as a general rule with a view to ensure maximum objectivity. While it might be difficult for an officer to have a detailed knowledge of the qualities of an employee two levels below him, his over-all assessment of the character, performance and ability of the employee reported upon is vitally necessary as a built-in corrective. The judgement of the immediate superior can sometimes be too

narrow and subjective to do justice to the employee reported upon. The Reviewing Officer should, therefore, consider it his duty to personally know and form his judgement of the work and conduct of the employee reported upon. He should exercise positive and independent judgement on the grading given by the Reporting Officer and remarks of the Reporting Officer under the various detailed headings in the form of Report and express clearly his agreement or disagreement with these remarks. The Reviewing Officer is also free to make his own remarks on points not mentioned by the Reporting Officer. Such additional remarks would, in fact, be necessary where the Report of the Reporting Officer is too brief, vague or cryptic. However, the remarks of the Reviewing Officer himself should not be vague or self-contradictory to another remark given by himself in the APAR.

- 3.10** Where the Reviewing Officer is not sufficiently familiar with the work of the employee reported upon, so as to be able to arrive at a proper and independent judgement of his own, it should be his responsibility to verify the correctness of the remarks of the Reporting Officer after making such enquiries as he may consider necessary.
- 3.11** Annual Performance Appraisal Reports are to be written only in case of regular employees appointed in substantive capacity or on probation.
- 3.12** In the case of the employees who are deputed to other Centre / State Govt. Deptt / PSU etc, or are on Foreign Service, the Annual Performance Appraisal Report should be maintained by the University.
- 3.13** The full APAR including the overall grade and assessment of integrity shall be communicated to the concerned employee after the Report is complete with the remarks of the Reviewing Officer and the Accepting Authority.
- 3.14** The office of the Registrar shall be responsible for the maintenance of APARs, who shall after its receipt disclose the same to the employee upon.

4. WRITING OF ANNUAL PERFORMANCE APPRAISAL REPORTS:

The Annual Performance appraisal reports of different grades of employees of the University will be written / reviewed / accepted as given below:

- 4.1** In case of grade 'C' posts (other than ministerial), the immediate Supervisory Officer provided he is not in a grade lower than grade 'B' will be the reporting officer. Statutory Officer concerned who is the administrative controlling officer will be the Accepting Authority.
- 4.2** In case of grade 'C' (Ministerial posts), the immediate Supervisory Officer provided he is not in a grade lower than grade 'B' will be the reporting officer and the respective statutory officer will be the reviewing officer. Registrar will be Accepting Authority.
- 4.3** In case of Grade 'A' and 'B' posts (other than ministerial), the immediate supervisory officer provided he is not in a grade lower than 'A' will be the Reporting Officer, the concerned Statutory Officer will be the Reviewing Officer and the Vice-Chancellor will be the Accepting Officer.
- 4.4** In case of grade 'A' and 'B' (Ministerial, Supervisory or Administrative posts), the immediate Supervisory Officer provided he is not in a grade lower than 'A' will be the reporting officer, the Statutory officer concerned will be reviewing officer and the authorities to accept these reports shall be:
 - 4.4.1** Grade 'A' Vice-Chancellor
 - 4.4.2** Grade 'B' Registrar
- 4.5** In case of the Statutory Officer, the Vice-Chancellor will be reporting reviewing and Accepting Authority.

- 4.6** In case the Accepting Authority is the same as the reporting officer, the remarks of the reporting officer shall be taken as the final report.
- 4.7** In case the reporting officer is also the reviewing officer, the report initially written by him will go to the accepting officer without any remarks of the reviewing officer.
- 4.8** The format of report for each category of post is given as per Annexure A', 'B', 'C' & 'D' and as may be amended by the Vice-Chancellor from time to time.
- 4.9** The Office of the Registrar shall send the APAR Proforma after filling the **PART - I** to each officer / employee by first week of April every year.
- 4.10** It shall be the responsibility of the reporting officer that the report for the preceding year is initiated by the end of April every year.
- 4.11** The reporting officer will ensure that the Annual Performance Appraisal Reports to be written by him are sent to the reviewing officer by 31st of May.
- 4.12** The reviewing officer shall ensure that he submits all the reports duly reviewed by him to the concerned accepting authority by the end of June each year along with his own remarks.
- 4.13** The Accepting Authority shall record its remarks on each Annual Performance Appraisal report by the 31st of July, every year.
- 4.14** The grading below 20% range of grades under any of the columns shall be considered as adverse remark(s).
- 4.15** The adverse / poor remarks in the Annual Performance Appraisal reports, if any, under any of the columns, shall be communicated to the employee concerned under a registered cover by 15th September. But if due to any reason, the Annual Performance Appraisal report is received late, the adverse remarks are to be communicated within three weeks of the acceptance of the report by the Accepting Authority.
- 4.16** The concerned employee shall have the opportunity to make any representation against such adverse remarks within a period of fifteen days from the date of receipt of the entries in the APAR. The representation shall be restricted to the specific factual observations contained in the report leading to assessment of the officer in terms of attributes, work output etc. In case no representation is received within specified period of fifteen days, it shall be deemed that he/she has no representation to make and the APAR will be treated as final.
- 4.17** The representation of the employee concerned, if any or thus received, shall be referred to the concerned reporting/reviewing Officer for comments within 15 days of the receipt of such representation. The reporting / reviewing officer shall send his comments within three weeks of the issue of letter asking for the comments.
- 4.18** The Accepting authority shall be the authority for considering representations against adverse remarks, which shall consider the representation, if necessary, in consultation with the reporting and/or reviewing officer and shall decide the matter objectively based on the material placed before him/her within a period of thirty days from the date of receipt of the representation. But in case the points mentioned in the representation are complicated and require detailed examination, the time limit for taking the decision can be extended by the Vice-Chancellor.
- 4.19** The competent authority after due consideration may reject the representation or may accept and modify the APAR accordingly. The decision of the competent authority shall be communicated to the employee reported upon within fifteen days from the date / extended time fixed under 4.18.
- 4.20** In case it has been decided to expunge the remarks, the accepting authority will reassess the rest of the report and grade it afresh.
- 4.21** The adverse remarks, if not conveyed in time due to some unavoidable reasons, shall not deplete their negative value unless these are expunged after following the procedure mentioned above.

- 4.22** Non-adherence to the time schedule mentioned above shall not render the report null and void.
- 4.23** No reporting / reviewing officer or the accepting authority shall write / review / accept the report of any employee after the date he demits the office. In place of his remarks only the fact of his demitting the office will be recorded at the appropriate place in the Annual Performance Appraisal Reports.
- 4.24** In case the reporting / reviewing / accepting officer has expired or is not traceable or has left the service of the University and is not responsive, the Vice-Chancellor after taking into consideration the facts of each case will take a decision as to how the report in question is to be written / reviewed / accepted.
- 4.25** In case the performance appraisal report of any employee for any year is lost / misplaced or destroyed due to reasons beyond the control of the custodian of the report, the report shall be got reconstructed from the concerned officer(s) on the basis of documentary evidence only. In the absence of documentary evidence, the report for the period is to be ignored. There shall be no time limit for such process of reconstruction of the annual performance appraisal report.
- 4.26** For purpose of calculating average scores for promotion etc, the following grades will be considered:-

APAR GRADED	GRADING	SCORE TO BE CONSIDERED
Between 8 and 10	Outstanding	9
Between 6 and 6	Very Good	7
Between 4 and 6	Good	5
Below 4	-	0

- 4.27** The Accepting Authority will check up if all the reports for the year / period concerned to be accepted by him have been received. If not, he will ask the officer holding the position of the reporting officer at that time to do the needful without any delay.
- 4.28** The authority entrusted with the maintenance of APARs after its receipt shall disclose the same to the officer reported upon.

5. GUIDELINES FOR FILLING UP THE ANNUAL PERFORMANCE APPRAISAL REPORT:

- 5.1** Performance assessment should be used as a tool for career planning and training, rather than a mere judgemental exercise. Reporting Officer should realize that the objective is to develop an employee so that he/she realizes his/her true potential. It is not meant to be a fault finding process but a developmental tool. The Reporting and the Reviewing Officer should not shy away from reporting shortcomings in performance, attitudes or overall personality of the officer reported upon.
- 5.2** The period of absence from duty, on leave, training, or for other reasons, should also be mentioned. Details of the training attended, date of filing of property returns and whether the officer reported upon has reported/reviewed the annual performance report of all his/her subordinate officers for the previous year should be mentioned.
- 5.3** An employee may develop a work plan for the year, wherever applicable and agree upon the same with the reporting officer. The work plan should incorporate the relative annual work rhythm and budgetary cycle. This exercise is to be carried out at the beginning of the year. In case of a change of the reporting officer during the year, the work plan agreed with the previous reporting officer would continue to apply. The work plan agreed upon at the beginning of the year has to be reviewed again during the month of September / October as a mid-year exercise and finalized by 31st October. Based on this review the work plan may undergo some changes from that originally prepared.
- 5.4** The work plans may be submitted to the reviewing officer for his/her perusal and custody. The performance appraisal form provides for an assessment of the accomplishments vis-à-vis the work plan agreed at the commencement of the year and reviewed mid-year.

- 5.5** It is not necessary that the work plan should be entirely quantitative in nature. While for the technical posts, the work plan would consist essentially of quantifiable targets, for ministerial level posts it would consist of policy objectives to be achieved etc.
- 5.6** The employee reported upon may be required to indicate specific areas in which he / she feels the need to upgrade skills and attend training programs. He / she should also mention the specific steps that he/she has taken or proposes to take to upgrade his / her skills in the identified area. The Reporting / Reviewing Officer may give specific comments on the requirement of skill up gradation for the officer reported upon and suggestions to achieve it.

6. TIMELY COMPLETION OF ANNUAL PERFORMANCE APPRAISAL REPORT:

- 6.1** Annual Performance Appraisal Reports are vital for proper personnel administration, it is essential that the same are completed within a time-frame so that up-to date Annual Performance Appraisal Reports are available at any given time. After the expiry of the first week of the time-schedule, if the self appraisal is not received by that time, Reporting Officer should take it upon himself to remind the employee to be reported upon in writing, asking him to submit his self-appraisal. If no self-appraisal is received by the stipulated date, the reporting officer can obtain another blank APAR form and proceed to write the report on the basis of his experience of the work and conduct of the employee reported upon. While doing so, he can also point out the failure of the employee reported upon to submit his self-appraisal within the stipulated time.
- 6.2** As cases may occur where completion of Probation and confirmation, regular promotion, extension in appointments etc., could not be considered in time because of non-availability of APARs for the relevant period, the matter of timely completion of APARs needs no further emphasis. However, in case the APAR is not initiated by the Reporting Officer for any reason beyond 30th June of the year, he shall forfeit his right to enter any remarks in the APAR of the employee to be reported upon and he shall submit all APARs held by him for reporting to the Reviewing Officer on the next working day. Similarly, the Reviewing Officer shall also forfeit his right to enter any remarks in the APAR beyond 31st August of the year. All such cases shall be brought to the notice of the Vice-Chancellor, giving the names of all those Reporting / Reviewing Officers, who shall interalia be called upon to explain the reasons therefor.
- 6.3** In case the remarks of the Reporting officer or Reviewing Officer as the case may be have not been entered in the APAR due to the concerned officer forfeiting his right to make any entry as per the provision in para 6.2 above, a certificate to this effect shall be added in his APAR for the relevant period. In case both the Reporting officer and Reviewing officer had forfeited their rights to enter any remarks, the APAR format with the self appraisal given by the officer to be reported upon will be placed before the Accepting Authority.
- 6.4** Wherever there is any gap in the APAR during a particular reporting period, it is the responsibility of the officer in-charge for maintaining the APAR to place a no report certificate indicating the reasons, e.g. the officer has not worked for minimum 3 months under a reporting officer; he was on leave / training during the period; he was on unauthorized absence if it is a fact; the APAR could not be completed by lapse of the time limit for making remarks by the retired reporting / reviewing officer etc.

7. MISCELLANEOUS MATTERS:

- 7.1** Whenever it becomes necessary to send the Annual Performance Appraisal Reports dossier to an outside authority for purpose of selection, promotion, and appointment etc., no original Annual Performance Appraisal Reports dossier shall be sent and only a photocopy would be sent. Simultaneously a register may be maintained for all employees in which gist of their yearly report is entered.

- 7.2** Annual Performance Appraisal Reports relating to deceased and retired employee may be retained for a period of five years after the date of death / retirement.
- 7.3** The letter of appreciation or notes of commendation to employees in the following cases only should be placed in Annual Performance Appraisal Reports Dossier.
- 7.4** Letters of appreciation issued by the Vice-Chancellor in respect of any outstanding work.
- 7.5** If the APAR of an employee in a given year is missing / lost or not filled and the dossier is required to be sent for Departmental Promotion committee then the average of previous and succeeding years could be the basis of remarks for that particular year.
- 7.6** If there are two reporting officers and their views are not matching then period of reporting would be the basis of assessment to rate his overall grading e.g. if he has worked 3 months under one reporting officer and 9 months with the other then rating of 9 months shall be the overall rating .



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FORM OF ANNUAL PERFORMANCE APPRAISAL REPORT OF STATUTORY OFFICERS

Report for the year / period ending

PART I - PERSONAL DATA

(To be filled by the Administrative Section concerned)

1.	Name of the officer:					
2.	Present Designation:					
3.	Date of Birth:			Date of Joining the University		
	Date	Month	Year	Date:	Month:	Year:
4.	Present Pay Scale and Pay Band:	Pay Band / Scale of Pay:				
		Grade Pay:				
5.	Office in which working and since when:	Office:				
		Since When:	Date	Month	Year	
6.	Date of continuous appointment to the present Pay Scale & Grade Pay:	Date:	Month:	Year:		
7.	Period of Service under Reporting Officer	From			To	
8.	Period of absence from duty on leave during the year.					
	Type of Leave	No. of Days Availed	No. of Days Prefixed	No. of Days Suffixed	Total No. of Days of Absence	
	Earned Leave					
	Half Pay / Commuted Leave					
	Maternity / Paternity Leave					
	Special Casual Leave					
	Duty Leave					
	Extra-Ordinary Leave					
	Other:					
	All Leave / Absence					

PART II – SELF APPRAISAL

(To be filled by the Officer reported upon)

(Please read carefully the instructions given at the end of the form before filling the entries)

1.	Brief description of Duties		
2.	Please specify targets / objectives / goals (for quantitative or other terms) of work you set for yourself or that were set for you, eight to ten items of work in the order of priority, and your achievements against each target:		
	Targets / objectives / goals of work you set for yourself or that were set for you:	Targets / objectives / goals of work you achieved	
3.	Please specify any exceptional contribution or major systemic improvement made by you:		
4.	Details of Training attended during the period under Review:		
	Training	Duration (Days)	How has it helped in Knowledge / Skill / Efficiency Enhancement
5.	Date of filing your immovable property return:	Date	Month Year
6.	Whether the APARs of all subordinate employees for the previous year have been reported / reviewed in time, is so please mention		

DATE :

PLACE :

SIGNATURE OF THE OFFICER REPORTED UPON.

PART III - ASSESSMENT BY THE REPORTING OFFICER

1.	Please state whether you agree with the responses in Part II? If No, please furnish details.	
2.	Has the officer Reported upon met with any significant failures in respect of his/her work? If yes, Please furnish details.	
3.	Please Grade on the Scale of 1 to 10, with 1 indicating the Lowest Grade.	
Sl. No.	Competencies	Grade
(A)	ASSESSMENT OF WORK OUTPUT (Weightage 40%)	
1	Accomplishment of planned/work allotted as per subjects allotted	
2	Quality of Work output	
3	Analytical ability	
4	Accomplishment of exceptional work / unforeseen tasks performed	
5	Ability to delegate work effectively	
	Overall average grading on work output = [(Sum of A1 to A4)/4]	
(B)	ASSESSMENT OF BEHAVIORAL COMPETENCY (Weightage 30%)	
1	Attitude to work	
2	Sense of responsibility	
3	Overall Bearing and Personality	
4	Emotional Stability	
5	Communication skills	
6	Moral Courage and Willingness to take professional stand	
7	Leadership quality	
8	Capacity to work in team spirit	
9	Capacity to work in time limit	
10	Inter-personal relations	
	Overall Average Grading on Behavioural Competency = [(Sum of (B1 to B8)/8]	
(C)	ASSESSMENT OF FUNCTIONAL COMPETENCY (Weightage 30%)	
1	Knowledge of Rules / Regulations / Procedures / IT Skill and ability to apply them correctly	
2	Decision making ability	
3	Initiatives and Drive	
4	Coordination ability	
5	Ability to motivate and develop subordinates	
	Overall Average Grading on functional competency = [(sumC1 to C5)/5]	
(D)	Final Grade (A*40%+B*30%+C*30%)	
(E)	Comment on the State of Health:	

(F)	Comment on the Integrity of the officer, keeping in mind both his financial integrity and his moral integrity:	
(G)	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:	
(H)	Attitude of the Officer in assessing / dealing with the persons belonging to the SC/ST/OBC/Minority:	
(I)	Overall Grade (On a Scale of 1-10)	

SIGNATURE OF THE REPORTING OFFICER

Date:.....
Place:.....

Name:.....
Designation:.....

REMARKS OF THE ACCEPTING AUTHORITY

NAME:

Date:.....
Place:.....

Designation:.....

GUIDELINES FOR FILLING UP OF APAR WITH NUMERICAL GRADING

1. The columns in the APAR should be filled in with due care and attention and after devoting adequate time.
2. In awarding a numerical grade the reporting and reviewing authorities should rate the officer against a larger population of his/her peers that may be currently working under them.
3. It is expected that any grading of 1 or 2 (against work output or attributes or overall grade) would be adequately justified in the pen-picture by way of specific failures and similarly, any grade of 9 or 10 would have to be justified with respect to specific accomplishments. Grades of 1-2 or 9-10 are expected to be rare occurrences and hence the need to justify them.
4. APARs graded between 8 to 10 will be rated as "Outstanding" and will be given a score of 9 for the purpose of calculating average scores for promotion.
5. APARs graded between 6 and short of 8 will be rated as "Very Good" and will be given a score of 7.
6. APARs graded between 4 and short of 6 will be rated as "Good" and given a score of 5.
7. APARs graded below 4 will be given a score of "Zero".



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FORM OF ANNUAL PERFORMANCE APPRAISAL REPORT OF GROUP A EMPLOYEES

Report for the year / period ending

PART I - PERSONAL DATA

(To be filled by the Administrative Section concerned)

1.	Name of the officer ⁹					
2.	Present Designation:					
3.	Date of Birth:		Date of Joining the University			
	Date	Month	Year	Date:	Month:	Year:
4.	Present Pay Scale and Pay Band:	Pay Band / Scale of Pay:				
		Grade Pay:				
5.	Office in which working and since when:	Office:				
		Since When:	Date	Month	Year	
6..	Date of continuous appointment to the present Pay Scale & Grade Pay:	Date:	Month:	Year:		
7.	Period of Service under Reporting Officer	From		To		
8.	Period of absence from duty on leave during the year.					
	Type of Leave	No. of Days Availed	No. of Days Prefixed	No. of Days Suffixed	Total No. of Days of Absence	
	Earned Leave					
	Half Pay / Commuted Leave					
	Maternity /Paternity Leave					
	Special Casual Leave					
	Duty Leave					
	Extra-Ordinary Leave					
	Other:					
	All Leave / Absence					

PART II – SELF APPRAISAL

(To be filled by the Employee / Officer reported upon)

(Please read carefully the instructions given at the end of the form before filling the entries)

1.	Brief description of Duties		
2.	Please specify targets / objectives / goals (for quantitative or other terms) of work you set for yourself or that were set for you, eight to ten items of work in the order of priority, and your achievements against each target:		
	Targets / objectives / goals of work you set for yourself or that were set for you:	Targets / objectives / goals of work you achieved	
3.	Please specify any exceptional contribution or major systemic improvement made by you:		
4.	Details of Training attended during the period under Review:		
	Training	Duration (Days)	How has it helped in Knowledge / Skill / Efficiency Enhancement
5.	Training needs, if any:		
6.	Date of filing your annual property return, if so please mention-	Date	Month Year
7.	Whether the APARs of all subordinate employees for the previous year have been reported / reviewed, in time, if so please mention -		

Date:

Place :

SIGNATURE OF THE OFFICER REPORTED UPON.

PART III - ASSESSMENT BY THE REPORTING OFFICER

1.	Please state whether you agree with the responses in Part II? If No, please furnish details.			
2.	Has the officer Reported upon met with any significant failures in respect of his/her work? If yes, Please furnish details.			
3.	Please Grade on the Scale of 1 to 10, with 1 indicating the Lowest Grade.			
Sl. No.	Competencies	Grade by the Reporting Authority	Grade by the Reviewing Authority	Initial of Reviewing Authority
(A)	ASSESSMENT OF WORK OUTPUT (Weightage 40%)			
1	Accomplishment of planned/work allotted as per subjects allotted			
2	Quality of Work output			
3	Analytical ability			
4	Accomplishment of exceptional work / unforeseen tasks performed			
5	Ability to delegate work effectively			
	Overall average grading on work output = [(Sum of A1 to A5)/5]			
(B)	ASSESSMENT OF BEHAVIORAL COMPETENCY (Weightage 30%)			
1	Attitude to work			
2	Sense of responsibility			
3	Overall Bearing and Personality			
4	Emotional Stability			
5	Communication skills			
6	Maintenance of Discipline			
7	Leadership quality			
8	Capacity to work in team spirit			
9	Capacity to adhere to time schedule			
10	Inter-personal relations			
	Overall Average Grading on Behavioural Competency = [(Sum of (B1 to B10))/10]			
(C)	ASSESSMENT OF FUNCTIONAL COMPETENCY (Weightage 30%)			
1	Knowledge of Rules/Regulations/ Procedures/IT Skill and ability to apply them correctly			
2	Decision making ability			
3	Initiatives and Drive			
4	Coordination ability			
5	Ability to motivate and develop subordinates			
	Overall Average Grading on functional competency = [(sumC1 to C5)/5]			
(D)	Final Grade (A*40%+B*30%+C*30%)			
(E)	Comment on the State of Health:			

(F)	Comment on the Integrity of the officer, keeping in mind both his financial integrity and his moral integrity.
(G)	Comment on relations with the Public (Where ever applicable):
(H)	Attitude of the Officer in assessing / dealing with the persons belonging to the SC/ST/OBC/Minority:
(I)	Training Needs / skill up gradation, if any:
(J)	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:
(H)	Overall Grade (On a Scale of 1-10)

SIGNATURE OF THE REPORTING OFFICER

Date:.....

Name:.....

Place:.....

Designation:.....

PART IV - REMARKS OF THE NEXT HIGHER OFFICER, IF ANY

1.	Do you agree with the assessment made by the Reporting Officer with respect to the work out and various attributes in Part III?	Yes	No
2.	In case you do not agree with any of the numerical assessment of attributes, please record your assessment in the column provided for you in Part III and initial your entries		
3.	In case you do not agree with the assessment of attributes by the Reporting Officer in part III, Please specify your reasons:		
4.	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:		
5.	Overall Grade on a scale of 1 - 10		

SIGNATURE OF THE NEXT HIGHER OFFICER

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

PART V - REMARKS OF THE REVIEWING OFFICER

1.	Do you agree with the assessment made by the Reporting Officer with respect to the work out and various attributes in Part III?	Yes	No
2.	In case you do not agree with any of the numerical assessment of attributes, please record your assessment in the column provided for you in Part III and initial your entries.		
3.	In case you do not agree with the assessment of attributes by the Reporting Officer in part III, Please specify your reasons:		
4.	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:		
5.	Overall Grade on a scale of 1 - 10		

SIGNATURE OF THE REVIEWING OFFICER

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

Part VI: REMARKS BY THE ACCEPTING AUTHORITY

1	Do you agree with the Assessment by the Reporting / Reviewing Officer?	Yes	No
2	In case of difference of opinion, please detail the reasons for the same:		
3	Overall Grade (On a Scale of 1 -10)		

SIGNATURE OF THE ACCEPTING AUTHORITY

Date:.....

Name:.....

Place:.....

Designation:.....

GUIDELINES FOR FILLING UP OF APAR WITH NUMERICAL GRADING

1. The columns in the APAR should be filled in with due care and attention and after devoting adequate time.
2. In awarding a numerical grade the reporting and reviewing authorities should rate the officer against a larger population of his/her peers that may be currently working under them.
3. It is expected that any grading of 1 or 2 (against work output or attributes or overall grade) would be adequately justified in the pen-picture by way of specific failures and similarly, any grade of 9 or 10 would have to be justified with respect to specific accomplishments. Grades of 1-2 or 9-10 are expected to be rare occurrences and hence the need to justify them.
4. APARs graded between 8 to 10 will be rated as "Outstanding" and will be given a score of 9.
5. APARs graded between 6 and short of 8 will be rated as "Very Good" and will be given a score of 7.
6. APARs graded between 4 and short of 6 will be rated as "Good" and given a score of 5.
7. APARs graded below 4 will be given a score of "Zero".



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FORM OF ANNUAL PERFORMANCE APPRAISAL REPORT OF GROUP B EMPLOYEES

Report for the year / period ending

PART I – PERSONAL DATA

(To be filled by the Administrative Section concerned)

1.	Name of the Employee⁹					
2.	Present Designation:					
3.	Date of Birth:			Date of Joining the University		
	Date	Month	Year	Date:	Month:	Year:
4.	Present Pay Scale and Pay Band:	Pay Band / Scale of Pay:				
		Grade Pay:				
5.	Office in which working and since when:	Office:				
		Since When:	Date	Month	Year	
6.	Date of continuous appointment to the present Pay Scale & Grade Pay:	Date:	Month:	Year:		
7.	Period of Service under Reporting Officer	From			To	
8.	Period of absence from duty on leave during the year.					
	Type of Leave	No. of Days Availed	No. of Days Prefixed	No. of Days Suffixed	Total No. of Days of Absence	
	Earned Leave					
	Half Pay / Commuted Leave					
	Maternity / Paternity Leave					
	Special Casual Leave					
	Duty Leave					
	Extra-Ordinary Leave					
	Other:					
	All Leave / Absence					

PART II – SELF APPRAISAL

(To be filled by the Employee / Officer reported upon)

(Please read carefully the instructions given at the end of the form before filling the entries)

1.	Brief description of Duties			
2.	Please specify major achievement / accomplishments with regard to your work:			
3.	Please specify any exceptional contribution or major systemic improvement made by you:			
4.	Training attended during the period under review:			
	Training	Duration (Days)	How has it helped in Knowledge / Skill / Efficiency Enhancement	
5.	Training needs, if any			
6.	Date of filing your annual property return, if so please mention -	Date	Month	Year
7.	Whether the APARs of all subordinate employees for the previous year have been reported in time, if so please mention-			

Date:

Place :

SIGNATURE OF THE OFFICER REPORTED UPON

PART III - ASSESSMENT BY THE REPORTING REVIEWING OFFICER

1.	Please state whether you agree with the responses in Part II? If No, please furnish details.			
2.	Has the officer Reported upon met with any significant failures in respect of his/her work? If yes, Please furnish details.			
3.	Please Grade on the Scale of 1 to 10, with 1 indicating the Lowest Grade.			
Sl. No.	Competencies	Grade by the Reporting Authority	Grade by the Reviewing Authority	Initial of Reviewing Authority
(A)	ASSESSMENT OF WORK OUTPUT (Weightage 40%)			
1	Accomplishment of planned/work allotted as per subjects allotted			
2	Quality of Work output			
3	Analytical ability			
4	Accomplishment of exceptional work / unforeseen tasks performed			
5	Ability to delegate work effectively			
	Overall average grading on work output = [(Sum of A1 to A5)/5]			
(B)	ASSESSMENT OF BEHAVIORAL COMPETENCY (Weightage 30%)			
1	Attitude to work			
2	Sense of responsibility			
3	Overall Bearing and Personality			
4	Emotional Stability			
5	Communication skills			
6	Maintenance of Discipline			
7	Leadership quality			
8	Capacity to work in team spirit			
9	Capacity to adhere to time schedule			
10	Inter-personal relations			
	Overall Average Grading on Behavioural Competency = [(Sum of (B1 to B10))/10]			
(C)	ASSESSMENT OF FUNCTIONAL COMPETENCY (Weightage 30%)			
1	Knowledge of Rules / Regulations / Procedures / IT Skill and ability to apply them correctly			
2	Decision making ability			
3	Initiatives and Drive			
4	Coordination ability			
5	Ability to motivate and develop subordinates			
	Overall Average Grading on functional competency = [(sumC1 to C5)/5]			
(D)	Final Grade (A*40%+B*30%+C*30%)			
(E)	Comment on the State of Health:			

(F)	Comment on the Integrity of the officer, keeping in mind both his financial integrity and his moral integrity.
(G)	Comment on relations with the Public (Where ever applicable):
(H)	Attitude of the Officer in assessing / dealing with the persons belonging to the SC/ST/OBC/Minority:
(I)	Training Needs / skill up gradation, if any:
(J)	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:
(H)	Overall Grade (On a Scale of 1-10)

SIGNATURE OF THE REPORTING OFFICER

Date:.....

Name:.....

Place:.....

Designation:.....

PART IV - REMARKS OF THE NEXT SENIOR OFFICER, IF ANY

1.	Do you agree with the assessment made by the Reporting Officer with respect to the work out and various attributes in Part III?	Yes	No
2.	In case you do not agree with any of the numerical assessment of attributes, please record your assessment in the column provided for you in Part III and initial your entries		
3.	In case you do not agree with the assessment of attributes by the Reporting Officer in part III, Please specify your reasons:		
4.	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:		
5.	Overall Grade on a scale of 1 - 10		

SIGNATURE OF THE NEXT HIGHER OFFICER

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

PART V - REMARKS OF THE REVIEWING OFFICER

1.	Length of Service under the Reviewing Officer	Period From	Period To
2.	Do you agree with the assessment made by the Reporting Officer with respect to the work out and various attributes in Part III?	Yes	No
3.	In case you do not agree with any of the numerical assessment of attributes, please record your assessment in the column provided for you in Part III and initial your entries		
4.	In case you do not agree with the assessment of attributes by the Reporting Officer in part III, Please specify your reasons:		
5.	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:		
6.	Overall Grade on a scale of 1 - 10		

SIGNATURE OF THE REVIEWING OFFICER

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

Part VI: REMARKS BY THE ACCEPTING AUTHORITY

1	Do you agree with the Assessment by the Reporting / Reviewing Officer?	Yes	No
2	In case of difference of opinion, please detail the reasons for the same:		
3	Overall Grade (On a Scale of 1 -10)		

SIGNATURE OF THE ACCEPTING AUTHORITY

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

GUIDELINES FOR FILLING UP OF APAR WITH NUMERICAL GRADING

1. The columns in the APAR should be filled in with due care and attention and after devoting adequate time.
2. In awarding a numerical grade the reporting and reviewing authorities should rate the officer against a larger population of his/her peers that may be currently working under them.
3. It is expected that any grading of 1 or 2 (against work output or attributes or overall grade) would be adequately justified in the pen-picture by way of specific failures and similarly, any grade of 9 or 10 would have to be justified with respect to specific accomplishments. Grades of 1-2 or 9-10 are expected to be rare occurrences and hence the need to justify them.
4. APARs graded between 8 to 10 will be rated as "Outstanding" and will be given a score of 9.
5. APARs graded between 6 and short of 8 will be rated as "Very Good" and will be given a score of 7.
6. APARs graded between 4 and short of 6 will be rated as "Good" and given a score of 5.
7. APARs graded below 4 will be given a score of "Zero".



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Central University of Himachal Pradesh

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 PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH - 176215

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FORM OF ANNUAL PERFORMANCE APPRAISAL REPORT OF GROUP C EMPLOYEES

Report for the year / period ending

PART I - PERSONAL DATA

(To be filled by the Administrative Section concerned)

1.	Name of the Employee ⁹					
2.	Present Designation:					
3.	Date of Birth:			Date of Joining the University		
	Date	Month	Year	Date:	Month:	Year:
4.	Present Pay Scale and Pay Band:	Pay Band / Scale of Pay:				
		Grade Pay:				
5.	Office in which working and since when:	Office:				
		Since When:	Date	Month	Year	
6.	Date of continuous appointment to the present Pay Scale & Grade Pay:	Date:	Month:	Year:		
7.	Period of Service under Reporting Officer	From			To	
8.	Period of absence from duty on leave during the year.					
	Type of Leave	No. of Days Availed	No. of Days Prefixed	No. of Days Suffixed	Total No. of Days of Absence	
	Earned Leave					
	Half Pay/ Commuted Leave					
	Maternity /Paternity Leave					
	Special Casual Leave					
	Duty Leave					
	Extra-Ordinary Leave					
	Other:					
	All Leave / Absence					

PART II – SELF APPRAISAL

(To be filled by the Employee reported upon)

(Please read carefully the instructions given at the end of the form before filling the entries)

1.	Brief description of Duties:			
2.	Brief Resume of work done during the period under review:			
3	Training attended during the period under review, if any:			
	Training	Duration (Days)	How has it helped in Knowledge / Skill / Efficiency Enhancement	
4.	Training needs, if any			
5.	Date of filing your annual property return, please mention:	Date	Month	Year

Date:
Place :

SIGNATURE OF THE EMPLOYEE REPORTED UPON

PART III - ASSESSMENT BY THE REPORTING AND THE REVIEWING OFFICER

1.	Please state whether you agree with the responses in Part II? If No, please furnish details.			
2.	Has the officer Reported upon met with any significant failures in respect of his/her work? If yes, Please furnish details.			
3.	Please Grade on the Scale of 1 to 10, with 1 indicating the Lowest Grade.			
Sl. No.	Competencies	Grade by the Reporting Authority	Grade by the Reviewing Authority	Initial of Reviewing Authority
(A) ASSESSMENT OF WORK OUTPUT (Weightage 40%)				
1	Accomplishment of assigned work			
2	Quality of Work output			
3	Proficiency in Typing / speed & accuracy			
4	Proficiency in maintenance of registers, records, charts etc			
	Overall average grading on work output = [(Sum of A1 to A4) / 4]			
(B) ASSESSMENT OF BEHAVIORAL COMPETENCY (Weightage 30%)				
1	Attitude to work			
2	Sense of responsibility			
3	Communication skills			
4	Maintenance of Discipline			
5	Leadership quality			
6	Capacity to work in team spirit			
7	Capacity to meet deadline			
8	Inter-personal relations			
	Overall Average Grading on Behavioural Competency = [(Sum of (B1 to B8) / 8]			
(C) ASSESSMENT OF FUNCTIONAL COMPETENCY (Weightage 30%)				
1	Knowledge of Rules / Regulations / Procedures and ability to apply them correctly			
2	Initiatives			
3	Coordination ability			
4	Proficiency in working on computers			
	Overall Average Grading on functional competency = [(sumC1 to C5) / 5]			
(D)	Final Grade (A*40%+B*30%+C*30%)			
(E)	Comment on the State of Health:			

(F)	Comment on the Integrity of the officer, keeping in mind both his financial integrity and his moral integrity.
(G)	Comment on relations with the Public (Where ever applicable):
(H)	Attitude of the Officer in assessing / dealing with the persons belonging to the SC/ST/OBC/Minority:
(I)	Training Needs, if any:
(J)	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:
(H)	Overall Grade (On a Scale of 1-10)

SIGNATURE OF THE REPORTING OFFICER

Date:.....

Name:.....

Place:.....

Designation:.....

PART IV - REMARKS OF THE NEXT HIGHER OFFICER

1.	Do you agree with the assessment made by the Reporting Officer with respect to the work out and various attributes in Part III?	Yes	No
2.	In case you do not agree with any of the numerical assessment of attributes, please record your assessment in the column provided for you in Part III and initial your entries		
3.	In case you do not agree with the assessment of attributes by the Reporting Officer in part III, Please specify your reasons:		
4.	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:		
5.	Overall Grade on a scale of 1 - 10		

SIGNATURE OF THE NEXT HIGHER OFFICER

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

PART V - REMARKS OF THE REVIEWING OFFICER

1.	Do you agree with the assessment made by the Reporting Officer with respect to the work out and various attributes in Part III?	Yes	No
2.	In case you do not agree with any of the numerical assessment of attributes, please record your assessment in the column provided for you in Part III and initial your entries		
3.	In case you do not agree with the assessment of attributes by the Reporting Officer in part III, Please specify your reasons:		
4.	Please comment (in about 100 words) the overall qualities of the officers including areas of strengths and weaknesses:		
5.	Overall Grade on a scale of 1 - 10		

SIGNATURE OF THE REVIEWING OFFICER

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

PART V: REMARKS BY THE ACCEPTING AUTHORITY

1	Do you agree with the Assessment by the Reporting / Reviewing Officer?	Yes	No
2	In case of difference of opinion, please detail the reasons for the same:		
3	Overall Grade (On a Scale of 1 -10)		

SIGNATURE OF THE ACCEPTING AUTHORITY

Place:.....

Name in BLOCK Letters:.....

Date:.....

Designation:.....

GUIDELINES FOR FILLING UP OF APAR WITH NUMERICAL GRADING

1. The columns in the APAR should be filled in with due care and attention and after devoting adequate time.
2. In awarding a numerical grade the reporting and reviewing authorities should rate the officer against a larger population of his/her peers that may be currently working under them.
3. It is expected that any grading of 1 or 2 (against work output or attributes or overall grade) would be adequately justified in the pen-picture by way of specific failures and similarly, any grade of 9 or 10 would have to be justified with respect to specific accomplishments. Grades of 1-2 or 9-10 are expected to be rare occurrences and hence the need to justify them.
4. APARs graded between 8 to 10 will be rated as "Outstanding" and will be given a score of 9.
5. APARs graded between 6 and short of 8 will be rated as "Very Good" and will be given a score of 7.
6. APARs graded between 4 and short of 6 will be rated as "Good" and given a score of 5.
7. APARs graded below 4 will be given a score of "Zero".

ORDINANCE NO: 47
PROMOTION OF UNIVERSITY TEACHERS UNDER
CAREER ADVANCEMENT SCHEME (CAS)

[Under Section 28(2) of the Central Universities Act 2009 and Statute 12(2)(XX)]

(Amended and Approved by the Executive Council vide Item No. 38.8 in its 38th meetings held on 6th June, 2019 on the recommendations of the 23rd Meeting of the Academic Council vide item No. 23.6 held on 22.05.2019)

1. There shall be a Career Advancement Scheme (CAS) for promotion of teachers of the University from:
 - a. Assistant Professor (Academic Level 10) to Assistant Professor (Senior Scale/ Academic Level 11)
 - b. Assistant Professor (Senior Scale/Academic Level 11) to Assistant Professor (Selection Grade/ Academic Level 12)
 - c. Assistant Professor (Selection Grade/ Academic Level 12) to Associate Professor (Academic Level 13 A)
 - d. Associate Professor (Academic Level 13 A) to Professor (Academic Level 14)
 - e. Professor (Academic Level 14) to Senior Professor (Academic Level 15)
2. The scales of pay are as notified by the UGC.
3. **Assistant Professor (Academic Level 10) to Assistant Professor (Senior Scale/ Academic Level 11):**

Eligibility:

- a. An Assistant Professor who has completed 04 (four) years of Continuous service as Assistant Professor after regular appointment and possesses a Ph.D. degree in the concerned or an allied / relevant discipline.

OR

Completed 05 (five) years of Continuous service as Assistant Professor after regular appointment and possesses an M. Phil. / L.L.M / M. Tech. / MD /M.V.Sc. etc. or equivalent relevant degree.

OR

Completed 06 (six) years of Continuous service as Assistant Professor after regular appointment if he / she do not possess an M. Phil. or Ph.D. Degree or a Master's Degree in the relevant professional course.

- b. Attended one Orientation course of 21 days duration on teaching methodology.

- c. Any one of the following: Completed Refresher/Research Methodology Course/Workshop/ Syllabus Up-gradation Workshop/ Training Teaching-Learning-Evaluation, Technology Programmes/Faculty Development Programmes of at least one week (5 days) duration, or taken one MOOCs course (with e-certification) or development of e-contents in four-quadrants/ MOOC's course during the assessment period; and
- d. Published one research publication in the peer-reviewed journals or UGC-listed journals during assessment period.
- e. Completed 01 (one) year's regular service as a member of the CUHP faculty and has been confirmed upon successful completion of probation.

CAS Promotion Criteria:

A teacher shall be promoted if;

- I. He/She gets a 'satisfactory' or 'good' grade in the annual performance assessment reports of at least three/four/five of the last four/five/six years of the assessment period as the case may be (refer to Annexure-I, Table-I, UGC Regulations, July 2018), and:
- II. The promotion is recommended by the screening-cum evaluation Committee.

Selection committee composition:

- a. The Screening-cum-Evaluation Committee for the post of Assistant Professor in the University shall consist of the following persons:
 - i. The Vice-Chancellor or his/her nominee shall be the Chairperson of the Committee.
 - ii. The Dean of the faculty concerned.
 - iii. The Head of the Department/Chairperson of the School; and
 - iv. One subject expert in the subject concerned nominated by the Vice-Chancellor from the University panel of experts.
 - b. Three members, including one outside subject expert, shall constitute the quorum.
 - c. Promotion will be due from the date of eligibility or date of appointment in the University whichever is later.
4. **Assistant Professor (Senior Scale/Academic Level 11) to Assistant Professor (Selection Grade/Academic Level 12):**

Eligibility:

- a. Assistant Professor who has completed 05 (five) years of service in Academic Level 11/Senior scale.
- b. A Ph.D. Degree in the subject relevant/allied/relevant discipline.

- c. Has done any two of the following in the last five years of Academic Level 11/ Senior Scale: Completed a course/ programme from amongst the categories of Refresher Courses/ Research Methodology/ Workshops/ Syllabus Up-gradation Workshop/ Teaching-Learning-Evaluation/ Technology Programmes/ Faculty Development Programme of at least two weeks (ten days) duration (or completed two courses of at least one week (five days) duration in lieu of every single course/ programme of at least two weeks (ten days) duration), or completed one MOOCs course in the relevant subject (with e-certification); or contribution towards the development of e-content in 4-quadrant (at least one quadrant) minimum of 10 modules of a course/contribution towards the development of at least 10 modules of MOOCs course/contribution towards conduct of a MOOCs course during the period of assessment.
- d. Published three research papers in the peer-reviewed journals or UGC-listed during assessment period.
- e. Completed 01 (one) year's regular service as a member of the CUHP faculty and has been confirmed upon successful completion of probation.

CAS Promotion Criteria

A teacher shall be promoted if;

- i. The teacher gets a 'satisfactory' or 'good' grade in the annual performance reports of at least four of the last five years of the assessment period (refer to Annexure-I, Table-I, UGC Regulations, July 2018), and;
- ii. The promotion is recommended by the Screening-cum-evaluation committee.

Selection committee composition:

- a. The Screening-cum-Evaluation Committee for the post of Assistant Professor in the University shall consist of the following persons:
 - i. The Vice-Chancellor or his/her nominee shall be the Chairperson of the Committee.
 - ii. The Dean of the faculty concerned.
 - iii. The Head of the Department/Chairperson of the School; and
 - iv. One subject expert in the subject concerned nominated by the Vice-Chancellor from the University panel of experts.
- b. Three members, including one outside subject expert, shall constitute the quorum.
- c. Promotion will be due from the date of eligibility or date of appointment in the University whichever is later.

5. **Assistant Professor (Selection Grade/Academic Level 12) to Associate Professor (Academic Level 13A):**

Eligibility:

- a. Assistant Professor who has completed 03 (three) years of service in Academic Level 12/Selection grade.
- b. A Ph.D. Degree in the subject concerned/allied/relevant discipline.
- c. Any one of the following during last three years: completed one course/ programme from amongst the categories of Refresher Courses/ Research Methodology/ Workshops/ Syllabus Up-gradation Workshop/ Teaching-Learning-Evaluation/ Technology Programmes/ Faculty Development Programme of at least two weeks (ten days) duration (or completed two courses of at least one week (five days) duration in lieu of every single course/ programme of at least two weeks (ten days) duration); or completed one MOOCs course (with e-certification); or contribution towards the development of e-content in 4-quadrant (at least one quadrant) minimum of 10 modules of a course/contribution towards the development of at least 10 modules of MOOCs course/contribution towards conduct of a MOOCs course during the period of assessment.
- d. A minimum of seven publications in the peer-reviewed of UGC-listed journals out of which three research papers should have been published during the assessment period.
- e. Evidence of having guided at least one Ph.D. candidate.
- f. Completed 01 (one) year's regular service as a member of the CUHP faculty and has been confirmed upon successful completion of probation.

CAS Promotion Criteria:

A teacher shall be promoted if;

- i. He/she gets a 'satisfactory' or 'good' grade in the annual performance assessment reports of at least two of the last three years of the assessment period, and has a research score of at least 70 (refer to Annexure-II, Table-II, UGC Regulations, July 2018).
- ii. The promotion is recommended by a selection committee constituted in accordance with these regulations.
 - a. The selection Committee for the post of Associate Professor in the University shall have the following composition:
 - i. The Vice-Chancellor or his/her nominee, who has at least ten years of experience as Professor, shall be the Chairperson of the Selection Committee.
 - ii. An academician not below the rank of Professor to be nominated by the Visitor, wherever applicable.

- iii. Three subject experts in the subject/field concerned nominated by the Vice-Chancellor, out of the panel of names approved by the relevant statutory body of the university.
 - iv. Dean of the faculty, wherever applicable.
 - v. Head/chairperson of the Department / School.
 - vi. An academician representing SC/ ST /OBC /Minority/ Women/ Differently-abled categories, if any of candidates belonging to any of these categories is the applicant, to be nominated by the Vice Chancellor, if any of the above members of the selection committee does not belong to that category.
 - b. At least four members, including two outside subject experts, shall constitute the quorum.
 - c. Promotion will be due from the date of eligibility or date of appointment in the University whichever is later.
6. **Associate Professor (Academic Level 13 A) to Professor (Academic Level 14):**

Eligibility:

- a. An Associate Professor who has completed three years of service in Academic Level 13 A.
- b. A Ph.D. degree in the subject concerned/ allied / relevant discipline.
- c. A minimum of ten research publications in the peer-reviewed or UGC-listed journals out of which three research papers should have been published during the assessment period.
- d. Evidence of having successfully guided doctoral candidate.
- e. A minimum of 110 Research Score.
- f. Completed 01 (one) year's regular service as a member of the CUHP faculty and has been confirmed upon successful completion of probation.

CAS Promotion Criteria:

A teacher shall be promoted if;

- i. He/she gets 'satisfactory' or 'good' grade in the annual performance assessment reports of at least two of the last three years of the assessment period, and at least 110 research score (refer to Annexure-II, Table-II, UGC Regulations, July 2018).
- ii. The promotion is recommended by a selection committee constituted in accordance with these regulations.
 - a. The selection for the post of Professor in the University shall consist of the following persons:
 - i. Vice-Chancellor who shall be the Chairperson of the Committee.
 - ii. An academician not below the rank of Professor to be nominated by the Visitor, wherever applicable.

- iii. Three experts in the subject / field concerned to be nominated by the Vice-Chancellor out of the panel of names approved by the relevant statutory body of the University concerned.
- iv. Dean of the faculty, wherever applicable;
- v. Head / Chairperson of the Department / School.
- vi. An academician belonging to the SC / ST / OBC / Minority / Women / Differently-abled categories, if any of the candidates representing these categories is the applicant, to be nominated by the Vice-Chancellor, if any of the above members of the Selection Committee does not belong to that category.

- b. At least four members, including two outside subject experts, shall constitute the quorum.

NOTE: A Professor already appointed under direct recruitment will not be eligible for consideration under the Career Advancement Scheme (CAS).

6.3 Promotion will be due from the date of eligibility or date of appointment in the University whichever is later.

7. **Professor (Academic Level 14) to Senior Professor (Academic Level 15):**

A professor can be promoted to the post of Senior Professor under the CAS. The promotion shall be based on academic achievement, favorable review from three eminent subject-experts who are not of the rank lower than the rank of a Senior Professor or a Professor having at least ten years' of experience. The selection shall be based on ten best publications during the last ten years and interaction with a Selection Committee constituted in accordance with these regulations.

Eligibility:

1. Ten years' experience as a Professor.
 2. A minimum of ten publications in the peer-reviewed or UGC-listed journals and Ph.D. degree has been successfully awarded to two candidates under his/her supervision during the assessment period.
 3. Completed 01 (one) year's regular service as a member of the CUHP faculty and has been confirmed upon successful completion of probation.
- a. The selection committee for the post of Senior Professor in the university shall consist of the following persons:
 - i. Vice-Chancellor who shall be the Chairperson of the Committee.
 - ii. An academician not below the rank of Senior Professor/Professor with minimum ten years experience who is the nominee of the Visitor, wherever applicable.
 - iii. Three experts not below the rank of a Senior Professor/Professor with a minimum of ten years' experience in the subject / field concerned nominated by the Vice-Chancellor out of the panel of names approved by the relevant statutory body of the University.
 - iv. Dean (not below the rank of Senior Professor/Professor with minimum ten years experience) of the faculty, wherever applicable.
 - v. Head / Chairperson (not below the rank of Senior Professor/Professor with minimum ten years experience) or Senior-most Professor (not below the rank of Senior Professor/Professor with minimum ten years experience) of the Department / School.

- vi. An academican (not below the rank of Senior Professor/Professor with minimum ten years experience) representing SC / ST / OBC / Minority / Women/ Differently-abled categories, if any of the candidates representing these categories is the applicant, to be nominated by the Vice-Chancellor, if any of the above members of the Selection Committee does not belong to that category.
- b. Four members, including two outside subject experts, shall constitute the quorum.
- c. Promotion will be due from the date of eligibility or date of appointment in the University whichever is later.

8. Screening Committee for Promotion:

There shall be a Screening Committee for screening and verification of the claims of incumbents for promotion under Stage 3 to Stage 4 and from Stage 4 to Stage 5. The Committee shall comprise:

- a. Pro-Vice-Chancellor or a Professor nominated by the Vice-Chancellor Chairman
- b. Dean of the concerned School Member
- c. Head / Director of the concerned Department / Centre Member

NOTE: In case Dean / Head / Director is a candidate for promotion under CAS, the Vice-Chancellor shall nominate any other Professor in his / her place.

9. Counting of Past Service:

Previous service, whether national or international, as Assistant Professor, Associate Professor or Professor, or equivalent, in a university, college, national laboratory, or any other scientific / professional organization, e.g. CSIR, ICAR, DRDO, UGC, ICSSR, ICHR, ICMR, DBT, etc. should be counted for direct recruitment or promotion under CAS of a teacher in the various stages of Assistant Professor, Associate Professor, as the case may be provided that:

- a. The essential qualifications for the post held were not lower than the qualifications prescribed by the UGC for the Assistant Professor, Associate Professor, or Professors, as the case may be.
- b. The post is/was in an equivalent grade / scale of pay or pre-revised scale of pay as the post of Assistant Professor, Associate Professor or professor.
- c. A candidate already in service has applied through proper channel.
- d. The post was filled in accordance with the prescribed selection procedure as laid down by the UGC / State Government / Central Government / Concerned Institutions, for such appointments.
- e. The previous appointment was not as guest lecturer for any duration, or ad hoc or in a leave vacancy of less than one year's duration. Ad hoc or temporary service of more than one year's duration can be counted provided that:

- i. The period of service was of more than one year duration.
- ii. The incumbent was appointed on the recommendation of a duly constituted Selection Committee.
- iii. The incumbent was selected to the permanent post in continuation to the ad hoc or temporary service, without any break.
- f. No distinction should be made with reference to the nature of management of the institution where previous service was rendered (private / local body / government) for counting past services under this clause.

General Instructions:

- 10.1 A teacher who wishes to be considered for promotion under the CAS may submit in writing to the university, within three months in advance of the due date, that he/she fulfils all the requirements under the CAS and submit to the university the Assessment Criteria and Methodology Proforma as evolved by the university concerned supported by all credentials as per the Assessment Criteria and Methodology guidelines set out in these regulations. In order to avoid any delay in holding the Selection Committee meetings for various positions under the CAS, the University may initiate the process of screening/selection, and complete the process within six months from the receipt of application. Further, in order to avoid any hardship, the candidates who fulfil all other criteria mentioned in these Regulations, as on and till the date on which these regulations are notified, can be considered for promotion from the date, on or after the date, on which they fulfil these eligibility conditions.
- 10.2 The Screening cum Evaluation Committee on verification / evaluation of API score secured by the candidate through the Assessment Criteria and Methodology Proforma designed by the university as per the minimum requirement specified in the application form shall recommend to the Executive Council of the University about the suitability for the promotion of the candidate(s) under CAS for implementation.
- 10.3 All the selection procedures outlined above, shall be completed on the day of the Selection Committee meeting, wherein the minutes are recorded along with Assessment Criteria and Methodology Proforma and recommendation made on the basis of merit and duly signed by all members of the Selection Committee in the minutes.
- 10.4 The candidate shall offer himself/herself for assessment for promotion, if he/she fulfils the minimum grading specified in the relevant Assessment Criteria and Methodology Tables, by submitting an application and the required Assessment Criteria and Methodology Proforma. He/she can do so three months before the due date. The university shall send a general circular twice a year, inviting applications for the CAS promotions from the eligible candidates.

- a. If a candidate applies for promotion on completion of the minimum eligibility period and is successfully, the date of promotion shall be from that of minimum period of eligibility.
 - b. If, however, the candidate finds that he/she would fulfil the CAS promotion criteria, as defined in Tables 1, 2, 4 and 5 of Appendix II at a later date and applies on that date and is successful, his/her promotion shall be effected from that date of the candidate fulfilling the eligibility criteria.
 - c. The candidate who does not succeed in the first assessment, he/she shall have to be re-assessed only after one year. When such a candidate succeeds in the eventual assessment, his/her promotion shall be deemed to be one year from the date of rejection.
- 10.5 CAS promotion being a personal promotion to the incumbent teacher holding a substantive sanctioned post, on superannuation of the individual incumbent, the said post shall revert back to its original cadre.
- 10.6 (a) If a candidate applies for promotion on completion of the minimum eligibility period or date of confirmation, whichever is later and is successful, the date of promotion will be from that of minimum period of eligibility or date of confirmation, whichever is later.
- (b) If, however, the candidate finds that he / she fulfills the eligibility conditions at a later date and applies on that date and is successful, his / her promotion will be effected from the date of application fulfilling the criteria.
- (c) If the candidate does not succeed in the first assessment, but succeeds in the eventual assessment, his / her promotion will be deemed to be from the later date of successful assessment.
- 10.7 Notwithstanding anything contained in this Ordinance, the period of extra ordinary leave availed of by a teacher on personal grounds shall not qualify for placement in Senior Scale or promotion to the next post. The treatment of different kinds of leave shall be as under:
- a. If anybody avails of Study / Sabbatical Leave for that period the average scores basing on the performance before proceeding on such leave may be allotted.
 - b. In case of teacher who is granted Extra Ordinary Leave to take up outside employment, they may (i) either have the average scores of their performance before proceeding on such leave or (ii) may be allowed to carry forward the scores acquired during their outside employment for which the Extra Ordinary Leave is granted.
- 10.8 Notwithstanding the various clauses, this Ordinance shall remain in force till such time as the Career Advancement Scheme of the UGC remains in force and any change or changes notified by the Commission from time to time shall automatically be treated as having been incorporated in the Ordinance.

10.9 regarding the cases pending for promotions from one Academic Level/Grade Pay to another Academic Level/Grade Pay under Career Advancement Scheme provided under the UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Measures for the Maintenance of Standards in Higher Education 2010 and its subsequent amendments, the teachers shall be given the option to be considered for the promotion from one Academic Level/Grade Pay to another Academic Level/Grade Pay as per the following:

a. The teachers shall be considered for promotion from one Academic Level/Grade Pay to another as per the CAS under these regulations.

Or

b. The faculty members shall be considered for the promotion from one Academic Level/Grade Pay to another as per the CAS provided under the UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Measures for the Maintenance of Standards in Higher Education 2010 and its amendments with relaxation in the requirements of Academic Performance Indicators (API) based Performance Based Appraisal System (PBAS) upto the date of notification of these Regulations.

c. The relaxation in the requirements of Academic Performance Indicators (API) Performance Based Appraisal System (PBAS) upto the date of notification of these Regulations for the promotion from one Academic Level/Grade Pay to another under CAS as provided in UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Measures for the Maintenance of Standards in Higher Education 2010 and its amendments, is defined as under:

- i. Exemption from scoring under Category I, as defined in Appendix III of said above mentioned UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Measures for the Maintenance of Standards in Higher Education 2010 and its amendments including University Grants Commission (Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Measures for the Maintenance of Standards in Higher Education) (4th Amendment), Regulations, 2016, for faculty and other equivalent cadre positions.
- ii. Scoring in Category II and Category III for faculty and other equivalent cadre positions shall be as provided for in the UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Measures for the Maintenance of Standards in **Higher Education 2010 with the following combined minimum API score requirement for Category II and Category III taken together, as mentioned below.**
- iii. Scoring in Category II and Category III for faculty and other equivalent cadre positions shall be as provided for in the UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Measures for the Maintenance of Standards in **Higher Education 2010 with the following combined minimum API score requirement for Category II and Category III taken together, as mentioned below.**

Note: There shall be no minimum API score requirement for Category II and Category III individually.

10. **Inter-se seniority between the direct recruited and teachers promoted under CAS:**

The inter-se seniority of a direct recruit shall be determined with reference to the date of joining and for the teachers promoted under CAS with reference to the date of eligibility as indicated in the recommendations of the selection committee of the respective candidates. The rules and regulations of the respective Central / State Government shall apply, for all other matters of seniority.

Central University of Himachal Pradesh

[Established under Central Universities Act 2009]

Dharamshala, District Kangra, Himachal Pradesh [India]-176215

Tel: 01892-229330, 237285, Fax: 01892-229331,

website: www.cuhimachal.ac.in

PBAS Pro-forma for Promotion under CAS as per UGC 2018 Regulations

PART- A: GENERAL INFORMATION AND ACADEMIC BACKGROUND

1. Name (in Block Letters):
2. Father's/ Mother's Name/Husband Name:
3. Date of Birth:
4. Sex:
5. Marital Status:
6. Nationality:
7. Indicate whether belongs to SC/ST/OBC category:
8. Address for correspondence:
9. Permanent Address:
10. Telephone No./Mobile No.:
11. Email ID:
12. Department/ Centre:
13. School:
14. Educational Qualification:
15. Date of first Joining:
16. Current Designation:
17. Level (7th CPC):
18. Date of last Appointment /Promotion on the present post:
19. Date of eligibility for next level (7th CPC):
20. Date of eligibility for promotion for which you are eligible:

21. Academic Qualifications (Matric till post graduation):

Examinations	Name of the Board / University	Year of Passing	Percentage of marks obtained	Division/ Class/ Grade	Subject

22. Research Degree(s):

Degree(s)	Title	Date of Award	University

23. Appointments held prior to joining CUHP:

Name of the University/ College	Designation	Nature of the Post (Temporary/Ad-hoc/Permanent)	Level	Class Taught		Experience			Nature of Assignment
				UG	PG	From	To	Total (YY/MM)	

24. Post(s) held after appointments at CUHP:

Designation	Department	Date		Level (7 th CPC)
		From	To	

25. Period of teaching experience:

PG classes (in years):

UG Classes (in years):

26. Fields of Specialization under the Subject / Discipline:

27. Post-Doctoral Research experience as research scientist, research associate etc.:

Research Projects:

S. No.	Title of the Project	Duration	Funding Agency	Total Grant sanctioned

28. Consultancy Projects:

S. No.	Title of the Project	Funding Agency	Grant sanctioned	Duration	
				From	To

29. Academic Staff College Orientation /Refresher Course attended:

Sl. No.	Name o the Course	Place	Duration	Sponsoring Agency

PART-B: The Academic/Research Score

1. Teaching: (Number of classes taught/total classes assigned)x100% (Classes taught includes sessions on tutorials, lab and other teaching related activities)

S. No.	Academic Year / Semester-I	Name & Code of Course Taught	Number of Credits	Number of Classes taught	Total number of Classes assigned	Percentage of classes actually held

S. No.	Academic Year / Semester-II	Name & Code of Course Taught	Number of Credits	Number of Classes taught	Total number of Classes assigned	Percentage of classes actually held

2. Involvement in the University/College students related activities/research activities:

(a) Administrative responsibilities such as Head, Chairperson/ Dean/ Director/ Co-ordinator, Warden, Centre Superintendent etc.

S. No.	Administrative responsibility held	Time period (Date to Date)

(b) Examination and evaluation duties assigned by the college / university or attending the examination paper evaluation.

S. No.	Examination (End-term/Mid-term)	Semester & Academic Year	Role (Invigilator/Evaluator)	Program of Study	Course Name & Course Code

(c) Student related co-curricular, extension and field based activities such as student clubs, career counselling, study visits, student seminars and other events, cultural, sports, NCC, NSS and community services.

S. No.	Activity	Role (Convenor, Organising Secretary etc.)	Time period (Date to Date)

(d) Organising seminars/ conferences/ workshops, other college/university activities.

S. No.	Activity	Role (Convenor, Organising Secretary etc.)	Time period (Date to Date)

(e) Evidence of actively involved in guiding Ph.D. Students.

S. No.	Name of the Ph.D. Student	Department / University	Supervisor / Co-supervisor	Degree Awarded / Ongoing

(f) Conducting minor or major research project sponsored by national or international agencies.

S. No.	Title of the Project	Duration	Funding Agency	Total Grant Sanctioned

(g) At least one single or joint publication in peer reviewed or UGC list of Journals.

S. No.	Title of the publication	Authors	Journal	Volume, Issue & Page No.

(h) Summery Score of Academic Background: *(Refer Appendix - II, Table - 1 of UGC Regulations 2018)*

YEAR -I 20.....	YEAR -II 20.....	YEAR -III 20.....	YEAR -IV 20.....	YEAR -V 20.....
(Annexure -) Page: to	(Annexure -) Page: to	(Annexure -) Page: to	(Annexure -) Page: to	Annexure -) Page: to

RESEARCH AND ACADEMIC CONTRIBUTIONS

(During the entire period of assessment)

Refer Appendix - II, Table - 2 of UGC Regulations 2018)

1. (a) Published Research Papers in Journals (as notified by the UGC):

S. No.	Title of the Article	Name of the Journal & Publisher	Whether you are the main Author	No. of Co-Authors	Impact Factor	Score
Total						

(b) Published Research Papers in Peer reviewed /Refereed Journals:

S. No.	Title of the Article	Name of the Journal & Publisher	Whether you are the main Author	No. of Co-Authors	Impact Factor	Score
Total						

2. Publications (other than Research papers)

(a) Books authored which are published by International publishers/ National Publishers

S. No.	Title of the Book	Name of the Publisher/Month, Year	International publishers/ National Publishers	Score
Total				

Chapters in Edited Book:

S.No.	Title of the Book	Number of Chapters contributed	Title of the Chapter	Author	Name of the Publisher of the Book/ Month, Year	Score
Total						

Editor of Book by National / International Publisher:

S.No.	Title of the Book	Name of the Publisher/Month, Year	International publishers/ National Publishers	Score
Total				

(b) Translation works in Indian and Foreign Languages by qualified faculties

S.No.	Title of the Book	Name of the Publisher/Month, Year	Book/ Chapter or Research paper	Score
Total				

3. Creation of ICT mediated Teaching Learning pedagogy and content and development of new and innovative courses and curricula.

S.No.	Academic/Research Activity	Number of modules/ lectures, etc	Score
a)	Development of Innovative pedagogy		
b)	Design of new curricula and courses		

c)	MOOCs Development of complete MOOCs in 4 quadrants (credit course) (In case of MOOCs of lesser credits 05 marks/credit)		
	MOOCs (developed in 4 quadrant) per module/lecture Content writer/subject matter expert for each module of MOOCs (at least one quadrant)		
	Course Coordinator for MOOCs (4 credit course)(In case of MOOCs of lesser credits 02 marks/credit)		
d)	E-Content Development of e-Content in 4 quadrants for a complete course/e-book		
	e-Content (developed in 4 quadrants) per module		
	Contribution to development of e-content module in complete course/paper/e-book (at least one quadrant)		
	Editor of e-content for complete course/ paper /e-book		

4. (a) Research Guidance:

Research Guidance	Thesis submitted	Degree Awarded	Score
M.Phil.			
Ph.D.			

(b) Research Projects Completed:

S.No.	Title of the Project	Duration	Funding Agency	Total Grant Sanctioned	Score
Total					

(c) Research Projects On-going:

S.No.	Title of the Project	Duration	Funding Agency	Total Grant Sanctioned	Score
Total					

(d) Consultancy:

S.No.	Title of the Project	Funding Agency	Amount mobilized with (In Lakhs)	Duration		Score
				From	To	

5. (a) Patents:

Patent/Technology Transfer/ Product/ Process	International/National	Score

(b) Policy Document (Submitted to an International body/organization like UNO/UNESCO/World Bank/International Monetary Fund etc. or Central Government or State Government)

Policy Document	International/National/State	Score

(c) Awards / Fellowships:

Name of the Award/ Fellowship	Sponsoring Agency	International/ National/State/University level	Date	Score

6.	Invited lectures / Resource Person/ paper presentation in Seminars/ Conferences/full paper in Conference Proceedings (Paper presented in Seminars/Conferences and also published as full paper in Conference Proceedings will be counted only at one place)		
	International (Abroad)		
	International (With in Country)		
	National		
	State/University		

Summery chart of API in Academics / Research

S. NO.	Academics / Research Activity	Score Claimed	Score Verified
1.	Research Paper in Peer-Reviewed or UGC listed Journals		
2.	Publications (other than Research papers)		
3.	Creation of ICT mediated Teaching Learning pedagogy and content and development of new and innovative courses and curricula.		
4.	Research Guidance		
5.	Patents		
6.	Invited lectures / Resource Person/ paper presentation in Seminars/ Conferences/full paper in Conference Proceedings (Paper presented in Seminars/Conferences and also published as full paper in Conference Proceedings will be counted only at one place)		

PART-C: OTHER RELEVANT INFORMATION

Please give details of any other credential, significant contributions, awards received etc. not mentioned earlier.

S.No.	Details (Mention Year, Value etc. where relevant)

Note: The Academic/Research Score will be based on UGC REGULATIONS ON MINIMUM QUALIFICATIONS FOR APPOINTMENT OF TEACHERS AND OTHER ACADEMIC STAFF IN UNIVERSITIES AND COLLEGES AND OTHER MEASURES FOR THE MAINTENANCE OF STANDARDS IN HIGHER EDUCATION, 2018

(Attach documentary proof in support of the information provided by you in this proforma)

I certify that all the information provided is correct to the best of my knowledge

Date:

Place:

Signature & Full Name of the Applicant

The particulars given in this application have been checked and verified from office records and are found to be correct.

(Dean)

(HoD/Director)

Verified by Registrar office

1. Total Teaching experience:
2. Date of appointment:
3. Date of Confirmation:

4. Date of eligibility (Level 11/12/13/14):

(Registrar)

(Section officer)

(Office Assistant)

Screening cum evaluation committee/Selection Committee Report:

**(Vice Chancellor)
Expert(s)**

(Dean)

(HoD/Director)

(Subject

Table 1

Assessment Criteria and Methodology for University/College Teachers

S.No.	Activity	Grading Criteria
1	<p>Teaching: (Number of classes taught/total classes assigned)x100%</p> <p>(Classes taught includes sessions on tutorials, lab and other teaching related activities)</p>	<p>80% & above - Good</p> <p>Below 80% but 70% & above-Satisfactory</p> <p>Less than 70% - Not satisfactory</p>
2.	<p>Involvement in the University/College students related activities/research activities:</p> <p>(a) Administrative responsibilities such as Head, Chairperson/ Dean/ Director/ Co-ordinator, Warden etc.</p> <p>(b) Examination and evaluation duties assigned by the college / university or attending the examination paper evaluation.</p> <p>(c) Student related co-curricular, extension and field based activities such as student clubs, career counselling, study visits, student seminars and other events, cultural, sports, NCC, NSS and community services.</p> <p>(d) Organising seminars/ conferences/ workshops, other college/university activities.</p> <p>(e) Evidence of actively involved in guiding Ph.D</p>	<p>Good - Involved in at least 3 activities</p> <p>Satisfactory - 1-2 activities</p> <p>Not-satisfactory - Not involved / undertaken any of the activities</p> <p>Note:</p> <p>Number of activities can be within or across the broad categories of activities</p>

	<p>students.</p> <p>(f) Conducting minor or major research project sponsored by national or international agencies.</p> <p>(g) At least one single or joint publication in peer-reviewed or UGC list of Journals.</p>	
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Overall Grading:

Good: Good in teaching and satisfactory or good in activity at Sl.No.2.

Or

Satisfactory: Satisfactory in teaching and good or satisfactory in activity at Sl.No.2.

Not Satisfactory: If neither good nor satisfactory in overall grading

Note: For the purpose of assessing the grading of Activity at Serial No. 1 and Serial No. 2, all such periods of duration which have been spent by the teacher on different kinds of paid leaves such as Maternity Leave, Child Care Leave, Study Leave, Medical Leave, Extraordinary Leave and Deputation shall be excluded from the grading assessment. The teacher shall be assessed for the remaining period of duration and the same shall be extrapolated for the entire period of assessment to arrive at the grading of the teacher. The teacher on such leaves or deputation as mentioned above shall not be put to any disadvantage for promotion under CAS due to his/her absence from his/her teaching responsibilities subject to the condition that such leave/deputation was undertaken with the prior approval of the competent authority following all procedures laid down in these regulations and as per the acts, statutes and ordinances of the parent institution.

Table 2

Methodology for University and College Teachers for calculating Academic/Research Score

(Assessment must be based on evidence produced by the teacher such as: copy of publications, project sanction letter, utilization and completion certificates issued by the University and acknowledgements for patent filing and approval letters, students' Ph.D. award letter, etc.,)

S. No.	Academic/Research Activity	Faculty of Sciences/Engineering/ Agriculture/ Medical/ Veterinary Sciences	Faculty of Languages / Humanities/ Arts/ Social Sciences/Library/Education/ Physical Education/ Commerce/Management & other related disciplines
1.	Research Papers in Peer-Reviewed or UGC listed Journals	08 per papers	10 per paper
2.	Publications (other than Research papers)		
	(a) Books authored which are published by ;		
	International publishers	12	12
	National Publishers	10	10
	Chapter in Edited Book	05	05
	Editor of Book by International Publisher	10	10
	Editor of Book by National Publisher	08	08
	(b) Translation works in Indian and Foreign Languages by qualified faculties		
	Chapter of Research Paper	03	03
	Book	08	08
3.	Creation of ICT mediated Teaching Learning pedagogy and content and development of new and innovative courses and curricula		
	(a) Development of Innovative pedagogy	05	05

	(b) Design of new curricula and courses	02 per curricula/course	02 per curricula/course
	(c) MOOCs		
	Development of complete MOOCs in 4 quadrants (4 credit course)(In case of MOOCs of lesser credits 05 marks/credit)	20	20
	MOOCs (developed in 4 quadrant) per module/lecture	05	05
	Content writer/subject matter expert for each module of MOOCs (at least one quadrant)	02	02
	Course Coordinator for MOOCs (4 credit course)(In case of MOOCs of lesser credits 02 marks/credit)	08	08
	(d) E- Content		
	Development of e-Content in 4 quadrants for a complete course/e-book	12	12
	e-Content (developed in 4 quadrants) per module	05	05
	Contribution to development of e-content module in complete course/paper/e-book (at least one quadrant)	02	02
	Editor of e-content for complete course/ paper /e-book	10	10
4	(a) Research guidance		
	Ph. D.	10 Per degree awarded 05 per thesis submitted	10 per degree awarded 05 per thesis submitted
	M.Phil/P.G. dissertation	02 per degree awarded	02 per degree awarded
	(b) Research Projects Completed		
	More than 10 lakhs	10	10
	Less than 10 lakhs	05	05
	(c) Research Projects ongoing:		
	More than 10 lakhs	05	05
	Less than 10 lakhs	02	02
	(d) Consultancy	03	03

	(a) Patents		
	International	10	10
	National	07	07
	(b) *Policy Document (Submitted to an International body/organisation like UNO/UNESCO/World Bank/International Monetary Fund etc. or Central Government or State Government)		
	International	10	10
	National	07	07
	State	04	04
	(c) Awards/Fellowship		
	International	07	07
	National	05	05
6.	*Invited lectures / Resource Person/ Paper presentation in Seminars/ Conferences/full paper in Conference Proceedings (Paper presented in Seminars/Conferences and also published as full paper in Conference Proceedings will be counted only once)		
	International (Abroad)	07	07
	International (within country)	05	05
	National	03	03
	State/University	02	02

The Research score for research papers would be augmented as follows:

Peer-Reviewed or UGC-listed Journals (Impact factor to be determined as per Thomson Reuters list):

- i) Paper in refereed journals without impact factor - 5 Points
- ii) Paper with impact factor less than 1` - 10 points
- iii) Papers with impact factor between 1 and 2 - 15 points

iv)	Papers with impact factor between 2 and 5	-	20 points
v)	Paper with impact factor between 5 and 10	-	25 points
vi)	Paper with impact factor > 10	-	30 points

(a) Two authors: 70% of total value of publication for each author.

(b) More than two authors: 70% of total value of publication for the First/Principal/Corresponding author and 30% of total value of publication for each of the joint authors.

Joint Projects: Principal Investigator and Co-investigator would get 50% each.

C. Career Advancement Scheme (CAS) for University teachers

1. Assistant Professor (Academic Level 10) to Assistant Professor (Senior Scale/Academic Level 11)

Eligibility:

- i) An Assistant Professor who has completed four years of service with a Ph.D. degree or five years of service with a M. Phil./PG Degree in Professional Courses, such as LLM, M.Tech., M.V.Sc.and M.D., or six years of service in case of those without a Ph.D./M. Phil./PG Degree in a Professional course and satisfies the following conditions:
- ii) Attended one Orientation course of 21 days duration on teaching methodology;
- iii) Any one of the following: Completed Refreshers/Research Methodology Course/Workshop/ Syllabus Up-gradation Workshop/Training Teaching-Learning-Evaluation, Technology Programmes/ Faculty Development Programmes of at least one week (5 Days) duration, or taken one MOOCs course (with e-certification) or development of e-content in four- quadrants/ MOOC's course during the assessment period; and
- iv) Published one research publication in the peer-reviewed journals or UGC-listed journals during assessment period.

CAS Promotion Criteria:

A teacher shall be promoted if;

- i) He/she gets a 'satisfactory' or 'good' grade in the annual performance assessment report of at least three/four/five of the last four/five/six years of the assessment period as the case may be (as provided in Appendix II, Table 1), and;
- ii) The promotion is recommended by the screening-cum evaluation committee.

II. Assistant Professor (Senior Scale/Academic Level 11) to Assistant Professor (Selection Grade/Academic Level 12)

Eligibility:

- i) Assistant Professor who has completed five years of service in Academic Level 11/Senior Scale.
- ii) A Ph.D. Degree in the subject relevant/allied/relevant discipline.
- iii) Has done any two of the following in the five years of Academic Level 11/senior Scale: Completed a course / programme from amongst the categories of Refresher Course/ Research Methodology/ Workshops/Syllabus Up-gradation Workshop/Teaching-Learning-Evaluation/ Technology Programmes / Faculty Development Programme of at least two weeks (ten days) duration (or completed two courses of at least one week (five days) duration in lieu of every single course/Programme of at least two weeks (ten days) duration), or, completed one MOCCs course in the relevant subject (with e-certification); or contribution towards the development of e-content in 4-quadrant (at least one quadrant) minimum of 10 modules of a course/contribution towards the development of at least 10 modules of MOOCs course/contribution towards conduct of a MOOCs course during the period of assessment.
- iv) Published three research papers in the peer-reviewed journals or UGC-listed journals during assessment period.

CAS Promotion Criteria:

A teacher shall be promoted if;

- i) The teacher gets a 'satisfactory' or 'good' grade in the annual performance assessment reports of at least four of the last five years of the assessment period, (as prescribed in Appendix II, Table 1) and;
- ii) The promotion is recommended by the Screening-cum-evaluation committee.

III. Assistant Professor (Selection Grade/Academic Level 12) to Associate Professor (Academic Level 13A)

- 1) Assistant Professor who has completed three years of service in Academic Level 12/Selection grade.
- 2) A Ph. D Degree in the subject concerned/allied/relevant discipline.
- 3) Any one of the following during last three years: completed one course/programme from amongst the categories of Refresher Courses/Research Methodology Workshop/Syllabus Up-gradation Workshop/Teaching-Learning-Evaluation Technology Programme/Faculty Development Programme of at least two weeks (ten days) duration (or completed two courses of at least one week (five days) duration in lieu of every single course/programme of at least two weeks (ten days) duration); or completed one MOOCs course (with e-certification); or contribution towards the development of e-content in 4-quadrant (at least one quadrant) minimum of 10 modules of a course/contribution towards development of at least 10 modules of MOOCs course/contribution towards conduct of a MOOCs course during the period of assessment.
- 4) A minimum of seven publications in the peer-reviewed or UGC-listed journals out of which three research papers should have been published during the assessment period.
- 5) Evidence of having guided at least one Ph.D. candidate.

CAS Promotion Criteria:

A teacher shall be promoted if;

- i) He/she gets a 'satisfactory' or 'good' grade in the annual performance assessment reports of at least two of the last three years of the assessment period as specified in Appendix II, Table 1, and has a research score of at least 70 as per Appendix II, Table 2.
- ii) The promotion is recommended by a selection committee constituted in accordance with these Regulations.

IV. Associate Professor (Academic Level 13A) to Professor (Academic Level 14)

Eligibility:

- 1) An Associate Professor who has completed three years of service in Academic Level 13 A.
- 2) A Ph. D degree in the subject concerned/allied/relevant discipline.
- 3) A minimum of ten research publications in the peer-reviewed or UGC-listed journals out of which three research papers should have been published during the assessment period .
- 4) Evidence of having successfully guided doctoral candidate.
- 5) A minimum of 110 Research Score as per Appendix II, Table 2.

CAS Promotion Criteria:

A teacher shall be promoted if;

- i) He/she gets 'satisfactory' or 'good' grade in the annual performance assessment reports of at least two of the last three years of the assessment period, as per Appendix II, Table 1, and at least 110 research score, as per Appendix II, Table 2.
- ii) The promotion is recommended by a selection committee constituted in accordance with these Regulations.

V. Professor (Academic Level 14) to Senior Professor (Academic Level 15)

A Professor can be promoted to the post of Senior Professor under the CAS. The promotion shall be based on academic achievement, favourable review from three eminent subject -experts who are not of the rank lower than the rank of a Senior Professor or a Professor having at least ten years' of experience. The selection shall be based on 10 best publications during the last 10 years and interaction with a Selection Committee constituted in accordance with these Regulations.

Eligibility:

- i. Ten years' experience as a Professor.
- ii. A minimum of ten publications in the peer-reviewed or UGC-listed journals and Ph.D. degree has been successfully awarded to two candidates under his/her supervision during the assessment period.

ORDINANCE NO. 50

**RULES FOR FORWARDING OF APPLICATIONS OF
UNIVERSITY EMPLOYEES WHEN SEEKING EMPLOYMENT OUTSIDE AND
GRANT OF LIEN IN THE EVENT OF THEIR SELECTION**

(Under Section 28(1)(o) of the Central Universities Act 2009)

1. General Principles for dealing with such applications:

The general principles to be observed in dealing with such applications are as under:

- a) Applications from purely temporary employees: Applications from such Government servants should be readily forwarded unless there are compelling grounds of public interest for withholding them.
- b) Applications from permanent University employee: Both permanent non-scientific and non-technical employees as well as permanent scientific and technical employees could be given four opportunities in a year to apply for outside posts, except where withholding of any application is considered by the competent authority to be justified in the public interest. A permanent Government servant cannot justly complain of hardship or harsh treatment if his application for any other post or employment is withheld.
- c) Applications of University employee who have been given some technical training at Government expenses after commencement of service: Such Government servant cannot justifiably complain of hardship if he / she is not allowed to capitalize the special qualifications so gained by seeking other better employment. Withholding of application in such a case is therefore justifiable.
- d) Applications of Government servants belonging to Scheduled Castes and Scheduled Tribes, other than 'scientific and technical personnel: Applications for employment of temporary or permanent Central Government servants belonging to Scheduled Castes and Scheduled Tribes should be readily forwarded except in very rare cases where there may be compelling grounds of public interest for withholding such application. The withholding of application should be the exception rather than the rule in the case of employees belonging to Scheduled Castes and Scheduled Tribes who should be afforded every facility to improve their prospects.
- e) Application of Government servants for employment in private business and industrial firm, etc.: Where a University Employee (including a temporary employee) seeks permission, to apply for such employment, he / she should submit his / her resignation or notice of retirement, as the case may be, before applying for private employment. He / She cannot complain of hardship if his / her application is withheld. While a person remains in Government service, the State can legitimately refuse to surrender its claim on his services in favour of a private employer.

2. Forwarding of applications for appointment / employment in Private or Industrial Firms:

The University employee is required either to resign or retire before applying for a post in private sector. He / She may submit resignation / voluntary retirement notice in case he / she is eligible and ask for permission to apply for employment in the private sector pending the acceptance of resignation or expiry of the notice of retirement, as the case may be. Permission may be granted, if his / her retention in University service is not necessary in the public interest. There is no question of forwarding of application for a private employment. While permission is given to persons proceeding on voluntary retirement, it should be made clear that such permission should not be taken as permission for commercial employment after retirement. Commercial employment after retirement would be governed under Government of India rules in this context from time to time.

3. Terms and Conditions for granting Lien in CUHP:

The lien shall be granted on the following terms and conditions:

- i. At any given time only 20% faculty members / non-teaching of the University may be on lien.
 - ii. At a particular School / Department / Centre level, 50% employees may be considered for grant of lien subject to ceiling of 20% overall the faculty / non-teaching level respectively.
 - iii. In exceptional case(s) where the prescribed limit has already been exhausted, the Vice-Chancellor may consider the grant of lien case to case basis based on recorded merits.
 - iv. The cases for consideration of grant of lien shall be considered on first come first basis during the calendar year. In case of multiple applications, seniority of service in the University will be the criteria for selection.
 - v. Applications for seeking appointment / employment outside the University will be forwarded through Heads / Directors / Deans / Branch Head who will make clear recommendation(s) within the policy now laid down. All applications received will be dealt with centrally in Establishment Section as per policy.
4. The other General Principles / Rules of Government of India for forwarding of applications for outside appointment / employment shall apply mutandis mutandis.

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