

CENTRAL UNIVERSITY OF HIMACHAL PRADESH
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F. No. Bud.5-3(3rd)/CUHP/2010/

Dated: December 10, 2011

To

All Members of Finance Committee

Sub: *3rd Meeting of the Finance Committee-Minutes thereof.*

Sir,

Kindly find attached herewith the Minutes of the 3rd Meeting of the Finance Committee of the Central University of Himachal Pradesh held on 10th December 2011 at 2.00 PM in the Committee Room of Indian Council of Social Sciences Research, New Delhi.

It is requested that comments on the Minutes, if any, may please be sent by email at (vc.cuhimachal@gmail.com/fo@cuhimachal.ac.in) or by post, at the earliest. If no comments are received, within ten days, the Minutes shall be taken as confirmed.

Thanking you,

Yours faithfully,

(B.R. Dhiman)
Finance Officer,
Central University of Himachal Pradesh

Encl: As above.

1. The Registrar, Central University of Himachal Pradesh, Dharamshala (HP), Camp Office:ICSSR, New Delhi, along with 15 copies of the Minutes for placing the same before the Executive Council for consideration and approval.
2. PS to Vice-Chancellor, Central University of Himachal Pradesh, Dharamshala (HP), for information of the Hon'ble Vice-Chancellor.

CENTRAL UNIVERSITY OF HIMACHAL PRADESH



MINUTES

**3rd Meeting of the Finance Committee
held on 10.12.2011**

**Venue: Committee Room, Indian Council of Social Sciences Research (ICSSR),
JNU Institutional Area, Aruna Asaf Ali Marg, New Delhi**

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3rd Meeting of the Finance Committee
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**Venue: Committee Room, Indian Council of Social Sciences Research (ICSSR),
JNU Institutional Area, Aruna Asaf Ali Marg, New Delhi**

MINUTES

The 3rd Meeting of the Finance Committee of the Central University of Himachal Pradesh was held on 10th December 2011 at 2:00 PM in the Committee Room, Indian Council of Social Sciences Research (ICSSR), JNU Institutional Area, Aruna Asaf Ali Marg, New Delhi.

1. The following members were present:

1. Prof. Furqan Qamar	Chairman
Vice Chancellor	
2. Prof. N. Satyamuthy	Member
(representative of the Executive Council)	
3. Dr. B.S. Gill,	Member
(Nominee of the Executive Council)	
4. Shri R.D. Sahay	Member
(Nominee of the Visitor)	
5. Shri Naveen Soi	Member
(Nominee of the Visitor)	
6. Shri S.C. Chadha	Member
(Nominee of the Visitor)	
7. Mrs Renu Batra	Special Invitee
(Joint Secretary,UGC)	
8. Dr.K.D. Lakhanpal	Special Invitee
Registrar	
9. Shri B.R. Dhiman	Secretary
Finance Officer	

2. Shri Syed Shahid Mahdi, could not attend the meeting due to his prior commitments and unavoidable reasons and was granted leave of absence:

3. The Vice Chancellor extended a warm welcome and thanked each member for sparing their valuable time to be here to attend the meeting. The Vice-Chancellor extended special thanks to Mrs Renu Batra to have joined in the Finance Committee as Special Invitee. The Vice-Chancellor informed that the case for FCA clearance of the land allotted to the University has finally been cleared by the State Government and the papers have now been submitted to the Ministry of Environment and Forests, Govt. of India. He further informed that the Master Plan of the University for both the Dharamshala Campus and the Dehra Campus are ready but the infrastructural development shall take place only after forest clearance and transfer of land to the University. The Vice-Chancellor also gave a brief account of academic

programmes launched by the University and the response it is getting for admissions to the various programmes.

After this, the Agenda was taken up for discussion.

Item No.3.1: Confirmation of the minutes of the 2nd meeting of the Finance Committee held on 11.6.2011.

The minutes of the 2nd meeting of the Finance Committee held on 11.6.2011, were confirmed.

Item No.3.2: To place before the Finance Committee the Report about the action taken on the decisions of its 2nd meeting held on 11.6.2011.

The report about the action taken on the decisions of 2nd meeting of the Finance Committee held on 11.6.2011 was noted, as per Annexure 3.2A.

ITEMS FOR REPORTING AND RATIFICATION

Item No.3.3: To report to the Finance Committee the arrangement made by the University for providing transport facility to the students (Annexure 3.3A).

The University has started its academic programmes at Temporary Academic Block (TAB) , Shahpur. The students admitted to different programmes of studies are coming from different distant places. Besides the University has planned to provide hostel facility to the students by hiring buildings at By pass, Kangra and Dari (Dharamshala) both places are at different directions and are located at about 30-40 Kms from TAB Shahpur. Based on past experience, it is observed that the students face the problem of reaching in time for their classes and find it very inconvenient to reach the TAB by public transport.

This in view and in order to facilitate students and attract quality students, the University decided to provide bus facility to the students free of cost. However, in order to make the system viable and pass on some of the expenditure to the beneficiaries (students and staff), it was found desirable that the University may charge some token amount on this account from the students and staff for availing the facility. It was gathered that the Himachal Road Transport Corporation is charging ten single fares per month from the students availing the bus-pass facility. Keeping this factor in view the University has decided to provide bus facility to the students from Yol via Dharamshala to TAB Shahpur and charge Rs.500.00 per student/staff member per month availing this facility.

In order to operationalise the system, each person availing the bus facility has been issued a card-cum-bus token which contains the particulars of the card holder and detail of the monthly payments made. The payments on this account are realised on month to month basis by the Coordinator, TAB against issue of cash receipt and a entry thereof is made on the card-cum-bus token under his dated signatures. Further, in order to ensure effectiveness of the system, a Committee consisting of the Coordinator TAB, Convener Transport Committee, Registrar and the Finance Officer has been constituted to monitor the system and exercise control and checks on regular basis and also to make recommendation for any further improvements depending upon the requirements from time to time.

A non-AC 45 seater Bus has been engaged through outsourcing for which the University had invited Expression of Interest (EOI) well in advance. At present the Bus is plied on Yol-Dharamshala-TAB Shahpur route three times a day covering 6000 km (approximately) per month and the facility is availed by about 100 students. Thus a total of about Rs.50,000 are realised on this account from the students and the university is paying Rs.1.50-1.60 lakh (approx) every month. Further, the University is in the process of taking on rent buildings for the hostels of the students and it proposes to operate, on outsource basis, bus services to facilitate commutation of students to and fro the Temporary academic Block. The office order dated 26.8.2011, issued by the University to put the system into operation is placed at **Annexure-3.3A**. The matter also stands reported to the Academic Council vide item No.3.10, of its 3rd meeting held on 19.11.2011.

The Finance Committee perused the arrangement made by the University and recommended the same to the Executive Council for ratification. It recommended also that University should provide such a facility to the students to and fro the hostels.

Item No.3.4: To report the action taken regarding providing hired vehicle at Temporary Academic Block of the University at Shahpur for providing conveyance facility to the medical team from Medical College, Tanda and for other misc. day to day duties (Annexure3.4A).

The academic programmes of the University are running at TAB Shahpur (Chhatri) where the University needed to provide medical facilities for the students. Since medical officers were not available on short term contract basis, the matter was taken up with the local Govt. Medical College-cum-Hospital at Tanda, who were kind enough to agree to the request of the University for deputing a team of medical/para-medical staff to TAB Shahpur twice a week free of any charge. However, the Medical College-cum-Hospital required the transport facility to the medical team, comprising of Medical Officer, Internees and paramedical staff. Therefore the University has provided a hired vehicle at TAB for providing conveyance facility to the medical team from Medical College Tanda and vice-versa in lieu of TA/DA etc. and also for other miscellaneous official duties at TAB. The said vehicle has been provided to the Coordinator, TAB subject to the followings terms & conditions:-

1. The vehicle shall be hired from the agency so approved by the University.
2. The vehicle shall be in the general pool to be used under the instruction of the Coordinator, TAB to meet out the requirement of conveyance of TAB as a whole.
3. The vehicle shall be plied for local journeys only. For all journeys beyond the radius of 60 kms, the prior approval of the Vice-Chancellor shall be obtained by the Coordinator TAB.
4. The Coordinator, TAB will maintain the Log Book of Vehicle where date, time, kilometre reading and purpose of journey should be entered and signed by the Coordinator TAB or a person authorised by him, at the time of undertaking the journey.
5. The vehicle shall be plied strictly as per the terms and conditions of the agreement entered by the University with the approved agency.

6. The vehicle should not be plied for more than 3,000.00 Kmtrs in a month except in exceptional circumstances for which the prior approval of Hon'ble Vice Chancellor shall be obtained by the Coordinator.

7. Any mis-use of the vehicle shall be the personal responsibility of the Coordinator TAB

The arrangement so made by the University is placed at Annexure 3.4.

The Finance Committee perused the action taken/arrangement made by the University and recommended the same to the Executive Council for ratification.

Item No.3.5: To report the action taken regarding fixing the rates of honorarium for visiting faculty on lecture basis (Annexure 3.5A).

The University has started the Academic Programmes for which approval and provision of teaching posts was concurred by the University Grants Commission. The said posts were created and also advertised by the University. However, the interviews and selections of the faculty on regular basis are yet to be done. In order to run the academic programmes smoothly and to ensure that teaching of different courses is organised effectively, it was decided that the University may engage visiting faculty on lecture basis so that urgent faculty needs could be met with and academic programmes do not suffer. Based on the proposal of the Coordinator-cum-Dean, TAB for engaging visiting faculty on lecture basis, the Vice-Chancellor has been pleased to approve the following rates of honorarium:

Sr.No.	Particulars	Rate of honorarium
1.	Guest faculty/Visiting faculty	Rs.1000.00 per lecture subject to a maximum of Rs.25000.00 per individual in a month.
2.	Invited/Special lectures/workshop expert	Rs.1000.00 per lecture

The above rates were fixed subject to the following conditions:

1. The above rates of honorarium shall be admissible on per lecture basis, irrespective of the designation of the guest faculty/visiting faculty.

The guest faculty/visiting faculty shall be engaged with the prior approval of the Vice-Chancellor the procedure for which shall be as notified separately. However, the guest faculty/visiting faculty so engaged shall not be entitled for any other benefits or allowances. The order so made by the University in this regard, is placed at Annexure 3.5.

The Finance Committee noted the action taken by the University and recommended the same to the Executive Council for ratification with the suggestion that the duration of one lecture should be reckoned as one hour. Thus Rs.1000.00 per lecture should mean 'per lecture of one hour'.

Item No.3.6(i): To apprise the Finance Committee regarding adoption of CVC circular regarding Mobilisation advance in Tendering system. (Annexure 3.6(i)A).

The circular No.02/02/11 dated 17.2.2011 from Central Vigilance Commission was received in the University through MHRD vide their letter dated 13.7.2011 for compliance. The said circular of the CVC has been adopted in the University for strict compliance of the instructions/guidelines contained therein and compliance was reported to the MHRD vide letter dated 18.8.2011.

The Finance Committee noted the action taken.

Item No.3.6(ii): To apprise the Finance Committee regarding adoption of CVC circular regarding Transparency in Tendering system. (Annexure 3.6(ii)A).

The circular No.01/02/11 dated 11.2.2011 from Central Vigilance Commission was received in the University through MHRD vide their letter dated 13.7.2011 for compliance. In this connection, it is submitted that the University has framed its Purchase Rules known as "CUHP Procurement of Goods and Services Rules 2010". The said instructions and guidelines of the CVC regarding Transparency in Tendering System, have already been included in the said rules, as contained in Ordinance 35 (Rule 12.16 and Annexure XIX page 100 of the book), which have been approved by the Finance Committee/Executive Council and have been made applicable in the University for compliance. Further, the said rules have been printed in booklet form. The MHRD has been informed accordingly vide letter dated 18.8.2011.

The Finance Committee noted the action taken by the University and recommended the same to the Executive Council for ratification.

Item No.3.6(iii):To apprise the Finance Committee regarding adoption of CVC circular regarding Integrity Pact in Tendering system. (Annexure 3.6(iii)A).

The office memorandum No.14(12)/2008-E-II(A) dated 19.7.2011 from Govt. of India, Ministry of Finance, Department of Expenditure was received in the University through MHRD vide their letter dated 4.8.2011 for compliance. In this connection, it is submitted that the University has recently framed its own Purchase Rules known as "CUHP Procurement of Goods and Services Rules 2010". A clause regarding the Integrity Pact (Rule 7.13) along with the Annexure (Annexure X, page 83)) as prescribed by the Ministry of Finance, Govt. of India, has already been included in the said rules, as contained in Ordinance 35, which have been approved by the Finance Committee/Executive Council and have been made applicable in the University for compliance. Further, the said rules have been printed in booklet form. The MHRD has been informed accordingly vide letter dated 9.9.2011.

The Finance Committee noted the action taken by the University and recommended the same to the Executive Council for ratification.

- Item No.3.7: To report to the Finance Committee that the University has signed an Agreement with RITES Limited, Govt. of India Enterprise, New Delhi for imparting Project Management Consultancy to Central University of Himachal Pradesh, for the Campus Development, with Architect to be appointed by the PMC with University approval (Annexure 3.7A).**

The case to engage RITES Ltd. as Project Management Consultants was considered by the Finance Committee vide Item No.1.12(T) in its first meeting held on 12.2.2011 and recommended to the Executive Council for approval that the University may be allowed to engage RITES Ltd. as Project Management Consultants with Architect to be appointed by the RITES with University approval. The said recommendation of the FC was approved by the EC vide item No.2.10 of its 2nd meeting held on 13.2.2011.

The matter again came up before the Building Committee in its meeting on 11.6.2011 vide item No.2 when Shri YK Sharma, General Manager, RITES made a presentation. The issues regarding appointment of Architect, Scope of work and payment terms were also discussed. The following terms were agreed upon:

1. The RITES Ltd. Have no objection if the University appoints another PMC for any part of the work.
2. The RITES shall charge 6.0% of the final built up cost of the project as the Consultancy fee.

There is a provision of giving 10% of the works estimated cost as an advance on account of mobilization fee on signing of the agreement. But since the work estimates cost is not known at the movement and that the RITES have to incur the expenditure immediately towards appointment of architect, etc. a sum of Rs.30 lakhs may be given as an advance to the RITES by the University which shall be adjusted against the actual bills of the RITES. The said recommendation of the Building Committee was considered by the Finance Committee vide item No.2.11 in its 2nd meeting held on 11.6.2011 and it was recommended to the Executive Council that the recommendation of the Building Committee may be approved with the condition that the advance payment should be 10% on account of mobilization fee on signing of agreement which should be against the Bank Guarantee.

Accordingly, the University has signed an Agreement with RITES India Ltd. on 19.8.2011 (Annexure 3.7A), for the Project Management Consultantancy Services for the establishment of University Campus at Dharamshala and Dehra (with Architect to be appointed by RITES with the approval of University).

The Finance Committee noted the action taken by the University and recommended the same to the Executive Council for ratification.

ITEMS FOR CONSIDERATION AND APPROVAL

Item No.3.8: To place before the Finance Committee the Statute-43 with regard to Constitution of Pension Scheme and Provident Fund Scheme, for the benefit of University employees, for kind consideration and recommendation to the Executive Council for approval (Annexure 3.8A).

Section 36 of the Central Universities Act 2009 provides that "the University shall constitute for the benefit of its employees such provident or pension fund or provide such insurance schemes as it may deem fit in such manner and subject to such conditions as may be prescribed by the Statutes".

As such it is mandatory for the University to provide for necessary Statutes for the constitution of pension and or provident and insurance scheme for the benefits of its employees.

At present there is no provision to this effect in the 1st Statutes of the University. Therefore, Statute 43 'Constitution of Pension Scheme' has been drafted out for the benefit of University employees (Annexure 3.8A) keeping in view the instructions of Government of India.

The rules for the New Pension Scheme and/or the old Pension-cum-GPF scheme in case of University employees covered under the respective schemes shall be the same as are prescribed by the Central Government in respect of its employees from time to time, the provision for which is being made through Ordinances, for which separate agenda item providing for Ordinance 40 is coming up before the Finance Committee.

The salient features of the new pension scheme are as under:

1. All new recruits into regular service of the University shall as a condition to their service be eligible to the benefit of New Pension Scheme known as "new restructured defined contribution pension system", as is applicable to the new entrants to Central Government service from 1.1.2004.
2. Such of the new recruits who prior to entering into regular service of the University were the regular employees of Central or State Governments/Autonomous Bodies appointed in the said Governments/autonomous bodies on or before 31.12.2003 and who were governed under the old non-contributory Pension Scheme of their respective Governments/Organisations and enter into University service by submitting technical resignation shall continue to be eligible for pensionary benefits based on combined service in accordance with the CCS (Pension) Rules 1972.
3. Further such of the new recruits who prior to entering into regular service of the University were the regular employees of Central or State Governments/Autonomous Bodies appointed in the said Governments/autonomous bodies on or before 31.12.2003 and who were governed by CPF scheme or any other pension scheme of Central or State Governments/Autonomous Bodies other than the pension scheme under CCS (Pension) Rules 1972 and enter into University service by submitting technical resignation shall not be eligible for pensionary benefits based on combined service in accordance with the CCS (Pension) Rules 1972. However, such employees can seek pensionary/terminal benefits from their previous organisations/Departments, if admissible under the rules of that Government/

Organisation for the period of service rendered under that organisation/Department.

The item was also placed before the Academic Council vide item No.3.21, of its 3rd meeting held on 19.11.2011, which was considered and approved by the A.C. The Statutes for the Constitution of Insurance Scheme shall be prepared and placed before the Finance Committee in due course.

The Finance Committee considered the proposal in the light of the New Pension Scheme Rules of the Government of India and also the Office Memorandum of Govt. of India, Ministry of Personnel, Public Grievances & Pensions, Department of Pension & Pensioners Welfare dated 26.7.2005 and 28.10.2009, regarding applicability of the New Pension Scheme with regard to the employees already in service prior to 1.1.2004.

The Finance Committee felt that while the Act of the University empowers it to encourage inter-University mobility of faculty with portable pensions and protection of seniority; and that the 2005 and 2009 office memoranda permit the employees already in service on or before 31.12.2003 and were governed by old pension scheme under the CCS(Pension) Rules, 1972, to continue to be governed under the old non contributory pension scheme, where such employees submit technical resignation on or after 1.1.2004 to take up new appointment in the new Ministry/Department/Central Autonomous Body, yet there is some ambiguity as to whether this concession could be made available even if such employee join an institution that were established after 31.12.2003.

This in view, the Finance Committee felt that the matter requires detailed examination and should, therefore, be deferred. However, in view of the fact that the University has already started its recruitment, the Finance Committee recommended to the Executive Council the implementation of New Pension Scheme of Govt. of India and to register itself with the CRA/NSDL.

Item No.3.9: To place before the Finance Committee the Ordinance 40 providing for Rules for the operationalisation of New Pension Scheme for the benefit of University employees for kind consideration and recommendation to the Executive Council for approval (Annexure 3.9A).

Section 36 of the Central Universities Act 2009 provides that "the University shall constitute for the benefit of its employees such provident or pension fund or provide such insurance schemes as it may deem fit in such manner and subject to such conditions as may be prescribed by the Statutes".

Accordingly the Statute 43 'Constitution of Pension Scheme' has been framed by the University for the benefit of University employees. Statute 43(2) provides that the pension schemes and provident fund shall be maintained in such manner and subject to such conditions as may be prescribed under the Ordinances. Therefore the present Ordinance No.40 (Annexure 3.8A), has been framed.

The item was also placed before the Academic Council vide item No.3.23, of its 3rd meeting held on 19.11.2011, which was considered and approved by the A.C.

The Finance Committee felt that the Ordinance 40 has been proposed under the provisions of the Statute 43 which has been deferred. As such the Finance Committee decided that the agenda item regarding Ordinances be deferred till the relevant Statute is approved.

Item No.3.10: To place before the Finance Committee the Annual Accounts together with Audit Report for the financial year 2010-11 (Annexure 3.10A).

The Annual Accounts of the University for the year 2010-11 were prepared by the Finance Officer in terms of the provisions of Statute 7(7)(c) which were presented to the Finance Committee in terms of Statutes 17(7). The Finance Committee considered the accounts vide item No.2.6 of its 2nd meeting held on 11.6.2011 and recommended the same to the Executive Council for approval. The Accounts were approved by the Executive Council vide item No.3.12 of its 3rd meeting held on 11.6.2011. The matter was thereafter taken up with the Pr. Auditor General (Audit), Himachal Pradesh, Shimla, vide this office letter dated 22.6.2010 for getting the accounts audited. The audit party has undertaken the audit of accounts of the University on August 1-11, 2011. The Audited Annual Accounts together with Audit Report (English Version) of the CAG was received by the University on 15.11.2011. The Hindi version is yet to be received. Thereafter the accounts in bilingual have been prepared, however, the work relating to printing and binding of the Annual Accounts shall be undertaken as soon as the Hindi Version of the Audit Report is received from the CAG.

As per sub-section (2) of Section 31 of the Act, a copy of the annual accounts together with the audit report thereon is required to be submitted to the Court and the Visitor along with the observations of the Executive Council. Further, as per sub-section (4) of Section 31 of the Act, a copy of the Annual Accounts together with the Audit Report, as submitted to the Visitor, is also to be submitted to the Central Government, which shall cause to be laid before both Houses of Parliament.

The Finance Committee considered the audited Annual Accounts for the financial year 2010-11, together with audit report and the reply of the University thereto and expressed its satisfaction with the maintenance of accounts by the University. The Finance Committee recommended the same to the Executive Council for approval and further submission thereof to the Court, Visitor and the Ministry of Human Resource Management, for causing them to be laid before both Houses of Parliament after printing and binding as soon as the Hindi version of audit report is received from the CAG.

Item No.3.11: To place before the Finance Committee the Approval and Release of Book "CUHP Procurement of Goods and Services Rules 2010".

The "CUHP Procurement of Goods and Services Rules 2010" of the University were formulated as Ordinance 35 and were placed before the Finance Committee in its 2nd meeting held on 11.6.2011 vide item No.2.9. While approving the said Rules, it was felt that these rules may be printed/published in the form of booklet/manual. The Finance Committee considered and recommended the same to the Executive Council for approval, which were approved by the EC vide item No.3.12 of its 3rd meeting held on 11.6.2011.

The said rules have been printed in booklet form. While taking up the work of printing, proper editing was undertaken and certain mistakes, typographical errors, etc. were rectified. At the same time, the instructions received from Central Vigilance Committee through MHRD regarding 'Integrity Pact', 'Transparency in Tendering' have also been included.

The Finance Committee appreciated the efforts of the University and recommended to the Executive Council, the approval and release of the booklet.

Item No.3.12: To place before the Finance Committee recommendations of the Academic Council made in its 3rd meeting held on 19.11.2011:

(i)Item No.3.5:To report to the Academic Council about the International Conference of the Research Committee on Sociology of Law on Peace Justice and Development organised by the Central University of Himachal Pradesh

The Central University of Himachal Pradesh, at the request of the President of Research Committee on Sociology of Law (RCSL) of International Sociological Association (ISA), organized a three day International Conference on Sociology of Law during September 10-12, 2011. The main theme of this Conference was 'Peace, Justice & Development'. This was the first time that an International Conference on Sociology of Law was held in India and only second time in Asia, last held in Japan in 1995.

In this International Conference no financial contribution was made by the University. However, a dinner was hosted by the Vice-Chancellor to the participants and a sum of Rs.62,500.00 was spent thereon.

The item was withdrawn since the Vice-Chancellor was competent to take such decisions under the powers conferred and vested in him.

(ii) Item No.3.8:To report to the Academic Council the action taken by the Vice-Chancellor for prescribing Professional Development Fee for all programmes of study.

The approved Prospectus for the year 2011-12, provided for charging Professional Development Fee for MBA Programme @ 4000/- per student per semester and for M.Lib & MSW programmes @ 2000/- per student per semester. The amount so collected is to be utilised for industry/field visit, educational tours and other activities for professional development of students.

Since students of other programmes in the past desired that such activities be conducted for them as well, it appeared necessary that the Professional Development Fee should be charged from the students in all the programmes. Accordingly a corrigendum was issued to the effect that Professional Development Fee shall be charged @ Rs. 4000/- per semester from the students who will be admitted to MBA programmes (all stream) and @ Rs. 2000/- per semester from the students admitted to all other PG programmes during the Academic Session 2011-12 and onwards. However, the students already enrolled/admitted shall continue to be governed by the schedule of fee as prescribed in the prospectus of Academic Session 2010-2011.

The Finance Committee noted the action taken by the University and recommended the same to the Executive Council for ratification.

(iii)Item No.3.15: To Place before the Academic Council the Report and Recommendation of the Expert Committee for the selection and finalisation of the University Logo

As authorised by the Academic Council vide item No.1 14(iii) of its first meeting held on 10.07.2010 and the Executive council of the University vide item No. 1.33 of its first meeting held on 24.07.2010, a competition was organised for designing the logo of the CUHP and announced via e-mail, letters to over 40 well known institutions and individuals for participation.

Consequently, in all 120 entries were received from 39 individuals, some free lancers and rest from individuals from 21 institutions. Out of these 120 entries, 51 entries from 3 individuals were received before the competition was announced on 23.11.2010 and its last date being 31.01.2011. Total 68 entries from 35 individuals were received after the competition announced and well before the deadline while one entry from one individual was received after the deadline was over. Thus, in all 39 individuals submitted 120 entries. As authorised by the AC and EC the Vice Chancellor constituted a committee comprising the following to adjudge the entries and make recommendations for the selection of the logo of the university:

1. Prof. Sudhakar Nadkarni, former Professor and Head, Department of Designs, IIT Guwahati.
2. Prof. Pritam Singh, Emeritus Professor, MDI, Gurgaon and former Director, IIM Lucknow, also member of the Executive Council of the University
3. Prof. S. P. Thyagarajan , former Vice- Chancellor, Madras University, Chennai, also Member of the Executive Council of the University
4. Prof. Shyam Menon, Vice- Chancellor, Ambedkar University, New Delhi, also Member of the Academic Council of the University
5. Prof. Sudhanshu Bhushan, Head, higher Education, NUEPA, New Delhi, also Member of the Academic Council of the University
6. Prof. Vibha Chaturvedi, Deptt. Pf Philosophy, University of Delhi, Delhi, also Member of the Acadmeic Council of the University
7. Mr. Syed Shahid Mahdi, Former Vice- Chancellor, Jamia Milia Islamia, New Delhi, also Member of the Finance Committee of the University
8. Prof. Y. S. Verma, Special Officer & Dean, Central University of Himachal Pradesh, Dharamshala.
9. Prof. Arvind K. Agrawal, Dean, CUHP, Dharamshala.

The Committee, attended by the following, met in the Committee Room of the National University of Educational Planning & Administration (NUEPA), New Delhi at 11:30 AM on 16.03.2011:

1. Prof. Pritam Singh – Member
2. Prof. Shyam Menon – Member
3. Prof. Sudhanshu Bhushan - Member
4. Prof. Sudhakar Nadkarni - Member
5. Prof. Yoginder S. Verma - Member
6. Prof. Arvind Agrawal- Member
7. Mr. Pramod Rawat, NUEPA - Special Invitee

All the 120 entries were presented before this Committee both in multimedia presentation and printed form. After going through all the entries, the decided as under:

1. The logo should reflect the ambience, the purpose of business, i.e., education and it should be for future. It should not be too obvious or amateurish as well also not too abstract. It should be easily printable in different formats. It should have practicality that could be used on letter head, official stationary, watermark for degrees and transcripts, seals, university flags etc.
2. The logo should inspire faculty, students and other members of the University Community. It should be simple; symbols should reflect evolution of human being through education; may be through a symbolic representation of light or glow or illumination. The logo should have some convergence with vision of the University.
3. The logo should reflect secular character of CUHP with emphasis on transcending parochialism, symbolize environment, the pristine nature Himachal Pradesh and presentation of CUHP as a University with a difference. It must encompass the Global outlook of a multidisciplinary University with inclusive approach to education.
4. The Committee selected the entries by following persons as having made commendable efforts:
 1. Akshay Khatri, M S University, Baroda
 2. Rahul Ganguly, NIT Hamirpur
 3. Udai Kumar, IIT Guwahati
 4. Vivek Anand, IIT Kanpur
5. The committee also recommended that the above participants should be given a certificate of appreciation and their names should be displayed on the Website besides giving some token reward.
6. Finally the Committee recommended unanimously that the logo contributed by Mr. Akshay Khatri should be selected but he should be asked to prepare modified multiple versions, incorporating symbol of glow, light or illumination in multiple copies in different colours, for different formats. He should also put the name of CUHP in Hindi Font on the logo.

In accordance with the recommendations of the Committee, Mr. Akshay Khatri was requested to make necessary modifications in the Logo and also provide description of the details used. Mr. Khatri accordingly submitted the modified version and also his consent to the university to use the logo. The description furnished by him for the details as: "The combination of typographical and visual approach shows the identity of university and denotes education, empowerment and environment; it showcases the natural scenic beauty of Himachal Pradesh and that the simplistic design makes it easy to reproduce in a variety of media. The three colours used in the logo symbolise as - Blue – suggests education and empowerment; Green – suggests growth and environment; and Orange – education, development, environment of university.

Following the receipt of the modified Logo, the Vice Chancellor sought approval of the Members of the Academic Council by circulation through emails for the adoption of the revised Logo and for use on trial basis on University Document. As consented by a majority of Members of the Academic Council, the Logo has since been used on trial basis on various documents and forms.

The Academic Council appreciated the Logo designed by Sh. Akshay Khatri and approved the logo for adoption by the University. The Academic Council further

suggested that in addition to the Cash Prize as announced, Shri Akshay Khatri, whose logo has been selected for adoption by the University should also be presented with a Shawl and Himachali cap as a token of appreciation.

The Finance Committee considered the recommendation of the Academic Council and recommended the same to the Executive Council for approval.

(iv) Item No.3.24: To place before the Academic Council Proposal for providing Hostel Facilities in rented accommodations to the students admitted to various programmes of studies of the University and the schedule of fees chargeable from students allotted hostel facilities:

The University has started programmes of studies at the PG and Research Degree levels in various disciplines. Students admitted to these programmes are presently staying in and around Shahpur, Kangra, Dharamshala and other neighbouring localities as paying guests, which they find expensive and inconvenient. Further, with two years' of experience of admitting students, it has been felt that non-availability of hostel facilities for boys and girls has been a major deterrent in attracting quality students on all India basis. In order to have healthy proportion of students from all over India and also to ensure quality of students and meeting national mission of higher education, it has become essential to provide hostel facilities, if not to all, at least to a reasonable number of students.

At present, the University does not have its own buildings which can be developed as hostels for both boys and girls. However, the University has decided to overcome this limitation by hiring two buildings one for girls hostel and another for boys hostel. The University issued EOI inviting interested parties to offer buildings for the cited purpose. Looking at the accessibility, security, adequacy and quality of accommodation, etc. one building has been identified for boys' hostel at Kangra by-pass. This building can accommodate about 110 students and has adequate accommodation for warden's residence, mess, common room and office. The PWD has assessed its rent @ Rs. 3.6 lacs p.m. approx with annual repairs. As far as the building for the girls' hostel is concerned, EOI has been issued. It is expected that the University will be able to find and hire a suitable building to accommodate about 40 girls. The rent of the building would be got assessed as per rules through the PWD.

Thus in view of the academic interests, the University is duty bound to provide subsidised hostel facilities to the students admitted in various programmes of studies. While fixing the charges recoverable from students for the hostel facilities, it has to be kept in mind that the University aspires to provide inclusive access to higher education. With these considerations in mind, it is proposed to charge the following fees from students allotted hostel accommodation in the University:

1. Admission Fees (One-time, non-refundable): Rs. 500/=
2. Hostel Security Deposit (One-time, refundable): Rs. 1000/=
3. Room Rent: Rs. 500/=PM (payable for 10 months in a year, in two instalments)
4. Hostel Establishment Charges: Rs. 150/=PM for 10 months (payable for 10 months in a year, payable in two instalments)
5. Kitchen Establishment Charges: Rs. 150/PM for 10 months in a year (payable in two instalments)
6. Mess Charges: Mess are to be run on cooperative basis by the residents and expenses on food shall be borne by residents on pro-rata basis (The University shall arrange for cooking and service staff and kitchen facilities)

The Academic Council considered and approved the action taken by the Vice-Chancellor with the observation that considering the fact that the University is operating from temporary academic block and that the students of the University must be finding it difficult in arranging accommodation for their stay, the University has taken a wise decision in arranging the hostel facilities in rented accommodation. The Academic Council further observed that the hostel facilities are also needed to attract students from all over India.

The Finance Committee considered the recommendation of the Academic Council and recommended to the Executive Council, for approval, as proposed with the suggestion that in addition to the hostel charges recommended by the AC, the electricity and water charges @ Rs.150.00 per month (payable for 10 months in a year) may also be prescribed.

Item No.3.13: To place before the Finance Committee the proposal for assigning the work of appointing the Architect for PMC work.

As reported under item No.3.7, the University has signed an agreement with RITES Ltd for PMC services with Architect to be appointed by them with the approval of the University. The RITES have now sent a draft RFT for the appointment of the Architect. In this regard it is brought to the notice of the Finance Committee that the land for the University though earmarked, has not yet been transferred in the name of the University and no physical possession thereof has yet been given to the University. Therefore, the University has not yet taken any decision for asking the RITES to go ahead with the appointment of the Architect. The matter is, therefore, placed before the Finance Committee for consideration and decision whether the University should go ahead with the appointment of the Architect immediately, so as to save time, or to wait till the land is physically made available to the University by the State Government.

The Finance Committee considered the case and it was opined that the University should parallelly/simultaneously take steps for the appointment of the Architect as well, so as to avoid delay and to ensure that the construction works could be started immediately on getting land transferred to it from the State Government.

Item No.3.14: To place before the Finance Committee the proposal for assigning the work of working out the 'affected trees and their species' for the Dhauladhar and Beas Campuses of the University to the EdCIL India Ltd.

The work regarding conduct of survey, contouring, zoning and preparation of Master Plan for the two campuses of the University was assigned to the EdCIL India Ltd. for getting the FCA clearance. The said work was done by the EdCIL and FCA clearance was submitted by the University. But the Forest Department has now demanded that the layout of the Buildings as proposed in the Master Plan has to be marked on the ground/site for assessing the affected trees and their species.

The matter was discussed with the EdCIL in a meeting on 24.8.2011 but the EdCIL intimated that the said assignment was not included in the scope of work assigned to them by the University and this assignment can only be done by identifying the agency and shall not be a part of the original scope of work, which was agreed to by the University. The matter is placed before the Finance Committee for consideration

whether the work of working out the affected trees and their species on the ground/site should be assigned to the EdCIL India Ltd or other process of calling tenders etc. for getting the said work done should be followed. The matter is urgent in nature since the FCA case may get delayed on this account.

The Finance Committee considered the case and it was of the opinion that since the EdCIL Ltd have already undertaken the work of surveying the area, contouring and preparation of Master Plan etc. as such they shall be in a better position to undertake and complete the work within minimum time. Therefore, the University should assign the work to the EdCIL.

The meeting ended with a vote of thanks to the Chair.

(B.R. Dhiman)
Finance Officer,
Central University of Himachal Pradesh

Countersigned

(Prof. Furqan Qamar)
Vice-Chancellor - Chairman

Action Taken Report (ATR) on the decisions of the 2nd meeting of Finance Committee held on 11.6.2011.

Item No.	Item	Decision Taken	Action taken
Item 2.1	Confirmation of the minutes of the 1 st meeting of the Finance Committee held on 12.2.2011.	The minutes of the 1 st meeting of the Finance Committee held on 12.2.2011, were confirmed.	No action.
Item 2.2	To place before the Finance Committee the Report about the action taken on the decisions of its 1st meeting held on 12.2.2011.	The report about the action taken on the decisions of 1st meeting of the Finance Committee held on 12.2.2011 was noted, as per Annexure 2.2A.	No action.
Item 2.3	To report the action taken by the Vice-Chancellor to fix Rs.500.00 per sitting as the rates of honorarium for the conduct of Mid semester and End semester viva voce examinations of the PG students.	The Finance Committee considered and recommended to the Executive Council for ratification.	The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.2011
Item 2.4	To report the action taken to award the work of Online admissions and recruitment solution to the University through M/S Cyberica-net Technologies Pvt. Ltd, New Delhi (Annexure 2.4A-).	The Finance Committee considered and recommended to the Executive Council for ratification.	The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.2011
Item 2.5	To place before the Finance Committee the Annual Accounts together with Audit Report for the financial year 2009-10 (Annexure 2.5A).	The Finance Committee considered the audited Annual Accounts for the financial year 2009-10, together with audit report and the reply of the University thereto and accorded its satisfaction with the maintenance of accounts by the University. The Finance Committee recommended the audited annual accounts and the audit report together with reply of the University to the	The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.2011. The the audited annual accounts and the audit report together with reply of the University were sent to the Visitor and the MHRD for causing them to be laid before both Houses of Parliament

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

		Executive Council for approval and further submission thereof to the Court, Visitor and the Ministry of Human Resource Management, for causing them to be laid before both Houses of Parliament.																																																											
Item 2.6	To place before the Finance Committee the Annual Accounts for the financial year 2010-11 (Annexure 2.6A).	The Finance Committee considered the annual accounts for the year 2010-11 and recommended to the Executive Council for approval for further submission of the same to the auditing agency. It also suggested that the University should have its Investment Committee and all investments should be done as per guidelines of Government of India, Ministry of Finance.	The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.11. The Accounts were sent to the Pr.AG HP for audit. The audited accounts together with audit report have been received and are being placed before FC.																																																										
Item 2.7	To place before the Finance Committee the creation of following teaching positions:	The Finance Committee considered and recommended the creation of above teaching posts to the Executive Council for approval.	The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.2011. The creation of posts as approved by EC has been notified vide notification No.Bud.2-2/CUHP /2010/737-44 dated 12.6.2011																																																										
	<table border="1"> <thead> <tr> <th rowspan="2">Sr. No</th> <th rowspan="2">Discipline</th> <th colspan="4">Teaching Positions</th> </tr> <tr> <th>Prof.</th> <th>Asso c. Prof.</th> <th>Asstt Prof.</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>School of Business and Management Studies</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>(i) Department of Accounting & Finance</td> <td>-</td> <td>-</td> <td>1*</td> <td>1</td> </tr> <tr> <td></td> <td>(ii) Department of HRM & Organizational Behaviour</td> <td>-</td> <td>-</td> <td>1*</td> <td>1</td> </tr> <tr> <td></td> <td>(iii) Department of Marketing & Supply Chain Management</td> <td>-</td> <td>-</td> <td>1*</td> <td>1</td> </tr> <tr> <td>2.</td> <td>School of Mathematics, Computer & Information Science</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>i) Department of Library & Information Science</td> <td>-</td> <td>-</td> <td>1*</td> <td>1</td> </tr> <tr> <td></td> <td>ii) Department of Mathematics</td> <td>-</td> <td>-</td> <td>1*</td> <td>1</td> </tr> <tr> <td></td> <td>iii) Department of Computer Sc. & Informatics</td> <td>1</td> <td>2</td> <td>4</td> <td>7</td> </tr> </tbody> </table>	Sr. No	Discipline	Teaching Positions				Prof.	Asso c. Prof.	Asstt Prof.	Total	1.	School of Business and Management Studies						(i) Department of Accounting & Finance	-	-	1*	1		(ii) Department of HRM & Organizational Behaviour	-	-	1*	1		(iii) Department of Marketing & Supply Chain Management	-	-	1*	1	2.	School of Mathematics, Computer & Information Science						i) Department of Library & Information Science	-	-	1*	1		ii) Department of Mathematics	-	-	1*	1		iii) Department of Computer Sc. & Informatics	1	2	4	7		
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CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

	3.	School of Social Sciences				
		i) Department of Social Work	-	-	1*	1
		ii) Department of Economics	-	-	1*	1
	4.	School of Humanities & Languages				
		i) Department of English & Foreign Languages	-	-	1*	1
		ii) Department of Hindi and Indian Languages	1	2	4	7
	5.	School of Earth & Environmental Sciences				
		i) Department of Environmental Sciences	1	2	4	7
	6.	School of Education				
		i) Department of Teachers' Training	1	2	4	7
	7.	School of Physical & Material Sciences				
		i) Department of Physical & Astronomical Sciences	1	2	4	7
	8.	School of Life Sciences				
		i) Centre for Computational Biology & Bioinformatics	1	2	4	7
	9.	School of Tourism, Travel & Hospitality Management				
		i) Department of Tourism & Travel Management	1	2	4	7
	10	School of Journalism, Mass Communication & New Media				
	i) Department of Mass Communication & Electronic Media	1	2	4	7	
	ii) Department of Journalism & Creative Writing	1	2	4	7	
11	School of Fine Arts & Art Education					
	i) Department of Visual Art	1	2	4	7	
	Total	10	20	48	78	
Item 2.8	To place before the Finance Committee the proposal for the purchase of vehicles for the Registrar and Finance Officer.		The Finance Committee considered and recommended the purchase of two vehicles of approved models, to the Executive Council for approval.		The recommendation of the FC was approved by the EC vide item No.3.12in its meeting held on 11.6.2011. A new vehicle was purchased. The Registrar and Finance Officer have been provided with attached vehicles	

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

<p>Item 2.9</p>	<p>To place before the Finance Committee, the following Draft Ordinances.</p> <table border="1" data-bbox="209 304 997 600"> <thead> <tr> <th data-bbox="209 304 344 398">Draft Ordinance No.</th> <th data-bbox="344 304 997 398">Titles</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 398 344 434">34</td> <td data-bbox="344 398 997 434">Motor vehicle rules Annexure 2.9(i)A</td> </tr> <tr> <td data-bbox="209 434 344 517">35</td> <td data-bbox="344 434 997 517">CUHP Procurement of Goods and Services Rules 2010 Annexure 2.9(ii)A</td> </tr> <tr> <td data-bbox="209 517 344 553">36</td> <td data-bbox="344 517 997 553">Delegation of Financial Powers Annexure 2.9(iii)A</td> </tr> <tr> <td data-bbox="209 553 344 589">37</td> <td data-bbox="344 553 997 589">Delegation of Administrative Powers Annexure 2.9(iv)A</td> </tr> </tbody> </table>	Draft Ordinance No.	Titles	34	Motor vehicle rules Annexure 2.9(i)A	35	CUHP Procurement of Goods and Services Rules 2010 Annexure 2.9(ii)A	36	Delegation of Financial Powers Annexure 2.9(iii)A	37	Delegation of Administrative Powers Annexure 2.9(iv)A	<p>The Finance Committee considered and recommended the above Ordinances to the Executive Council for approval.</p>	<p>The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.2011. The Ordinances as approved have been notified. In regard to Ord.35, the Rules have been got printed in a book form.</p>
Draft Ordinance No.	Titles												
34	Motor vehicle rules Annexure 2.9(i)A												
35	CUHP Procurement of Goods and Services Rules 2010 Annexure 2.9(ii)A												
36	Delegation of Financial Powers Annexure 2.9(iii)A												
37	Delegation of Administrative Powers Annexure 2.9(iv)A												
<p>Item 2.10 (T)</p>	<p>To place before the Finance Committee, the Draft Ordinance 39 'CUHP Medical Attendance Rules 2011' (Annexure 2.10A)</p>	<p>The Finance Committee considered and recommended the above Ordinances to the Executive Council for approval since these are as per CS (MA) Rules, 1944.</p>	<p>The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.2011. The Ordinances as approved have been notified.</p>										
<p>Item 2.11 (T)</p>	<p>To place before the Finance Committee, the Minutes of the 1st meeting of the Building Committee held on 11.6.2011. (Annexure 2.11A)</p> <p>Item No.1: To place before the Building Committee the Master Plan of the University for its Dhauladhar Campus Dharamshala and Beas Campus Dehra.</p> <p>Recommendation of the Building Committee: The Building Committee approved in principle the project report and the master plan prepared by the EdCIL and recommended that the University may go ahead with the FCA clearance case. However, the EdCIL shall submit the detailed Master Plan giving 3D view as per original scope of work. The detailed Master Plan when submitted by the EdCIL shall be placed before the Building Committee.</p> <p>Item No.2: To place before the Building Committee the proposal for appointing M/S RITES Ltd. As Project Management Consultants for Campuses development.</p> <p>Recommendation of the Building Committee: Shri YK Sharma, General Manager RITES Ltd made a detailed presentation before the Building Committee. The issues regarding appointment of Architect, Scope of work and payment terms were also discussed. The following terms were agreed upon:</p> <ol style="list-style-type: none"> 3. The RITES Ltd. Have no objection if the University appoints another PMC for any part of the work. 4. The RITES shall charge 6.0% of the final built up cost of the project as the Consultancy fee. 5. There is a provision of giving 10% of the works estimated cost as an advance on account of mobilization fee on signing of the agreement. But since the work estimates cost is not known at the movement and that the RITES have to incur the expenditure immediately towards appointment of architect, etc. a sum of Rs.30 lakhs may be given as an advance to the RITES by the University which shall be adjusted against the actual bills of the RITES. 	<p>Observations of the Finance Committee: The Finance Committee considered the recommendation of the Building Committee and recommended it for approval to the Executive Council.</p> <p>Observations of the Finance Committee: The Finance Committee considered and recommended the recommendation of the Building Committee with the condition that the advance payment should be 10% on account of mobilization fee on signing of agreement which should be against the Bank Guarantee.</p>	<p>The recommendation of the FC was approved by the EC vide item No.3.12 in its meeting held on 11.6.2011. The University has appointed M/S RITES Ltd. as project management consultants for the campuses development, on the approved lines.</p>										

Item 2.12 (T)	Any other item:One Hon'ble member suggested that since the Govt. of India have introduced a New Pension Scheme for new recruitments and the University is likely to make fresh recruitments in near future, the Finance Department of the University should take steps to implement the new pension scheme as per Govt. of India instructions.		The matter regarding constitution of Pension scheme is being brought before the FC as an agenda item.
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The Finance Committee expressed its satisfaction on the progress made and the management of finances of the university. It put on record its appreciation and commendations for the Vice Chancellor and his small team for the preparation of Draft Ordinances especially on Procurement Rules and delegation of Financial as well as Administrative Powers.

Central University of Himachal Pradesh

PO Box: 21, Dharamshala, District Kangra, Himachal Pradesh – 176215
Phone No.01892-229330,229573, FAX No.01892-229331

NO.4-7/CUHP/GA/2010/1220-26

Dated:26.8.2011

OFFICE ORDER

The proposal for providing transport facility to the students of the University was under consideration for some time past. The relevant fact in this regard is that the University does not have its own hostels and the students are coming from different distant places. Further the University has planned to provide hostel facility to the students by hiring buildings at By-pass, Kangra and Dari (Dharamshala) both places are at different directions and are located at about 30-40 kms from Chhatri i.e. the place where the University is having its Temporary Academic Block and from where the academic programmes are being run. Thus, the students face the problem of reaching in time for their classes and find it very inconvenient to reach the TAB by public transport.

Keeping in view the above fact, the University has introduced the transport facility for the students and staff of the University w.e.f. the 1st semester of academic year 2011-12. The modalities for plying the buses, its routes, token fee to be charged, operationalisation, parking of vehicles, monitoring of the system, etc. shall be as prescribed hereunder:

Plying of buses:

1. The bus(es) shall be provided by hiring from a Contractor so decided by the University from time to time, on a written requisition by the Coordinator TAB Chhatri (Shahpur).
2. To start with, one bus shall be plied. The routes of the bus shall be –
 - (a) Yol-Dharamshala-Gaggal-TAB Chhatri Shahpur (in the morning) and back to Yol in the evening.
 - (b) The timings of buses shall be as fixed by the Coordinator TAB from time to time.
 - (c) The additional buses and routes if any shall be as decided by the Vice-Chancellor on the recommendation of the Coordinator TAB, from time to time.

Token fee:

1. A token fee of Rs.500.00 per month shall be realised before 10th of each month, from each student/staff member availing this facility.
2. The payments on this account shall be realised on month to month basis by the Coordinator, TAB against issue of cash receipt which shall be deposited with the Finance Officer/University Account, immediately, but not later than 3 days, in any case.
3. A register shall be maintained by the Coordinator TAB wherein complete record of the token fee realised and deposited with the Finance Officer shall be kept.

Operationalisation:

1. Every student/staff member availing the bus facility shall be issued a card-cum-bus token which should contain the particulars of the card holder and detail of the monthly payments made.

2. An entry of cash receipt and detail about the monthly payment realised shall be made on the card-cum-bus token by the Coordinator TAB under his dated signatures.
3. A log book for each bus shall be maintained where date, time, kilometre reading and purpose of journey should be filled and signed by the Convenor Transport Committee.
4. On the basis of duly signed and verified complete log book/summary sheet by the Coordinator TAB, the bills of the Contractor shall be entertained for payment by the Finance Officer.

Parking of the vehicles

1. The vehicles shall be parked at the designated places of start of journey(s), i.e. Yol in the case of the bus being started from Yol in the morning.
2. The Contractor shall make his own arrangement for parking of vehicles.
3. The Contractor shall ensure that the vehicles are available at the designated place at the appointed time.

Monitoring

1. A Committee consisting of the following shall monitor this system and exercise control and checks on regular basis:
 - (i)Coordinator TAB
 - (ii)Registrar
 - (iii)Finance Officer
 - (iv)Convenor Transport Committee
2. Those found defaulter or travelling without valid card-cum-bus token shall be fined as may be decided by the Committee.
3. This Committee may give its recommendation for any further improvements depending upon the requirements from time to time.
4. For day to day management, the Coordinator TAB shall constitute a Transport Committee.

This issues with the approval of the Vice-Chancellor and comes into force from August, 2011.

Sd/-
Registrar
Central University of Himachal Pradesh

Central University of Himachal Pradesh

PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH - 176215

F.No.Stores.2-1/CUHP/2010/

Dated: 26th August, 2011

To

Prof. Y.S. Verma,
Special Officer (Dev)-cum-Coordinator TAB,
Central University of Himachal Pradesh,
TAB Shahpur, Distt. Kangra HP.

Subject: Provision of a vehicle at TAB and providing conveyance facility to the medical team from Medical College Tanda - regarding.

Sir,

Kindly refer to your note dated 8.8.2011 submitted to the Vice-Chancellor, regarding the above cited subject matter. The proposal sent by you has been examined in the Finance Wing. I am to convey the approval of the Vice-Chancellor for deploying a hired Indigo CS (AC) Car at TAB Shahpur keeping in view the fact that (i) the academic programmes of the University are running at TAB Shahpur (Chhatri) and a vehicle is required there for day to day work whereas at present no vehicle facility has been provided there; and (ii) that provision of minimum medical facilities is a must at the TAB, which is being arranged by you from Medical College Tanda and conveyance facility has to be provided to the medical staff for undertaking journeys in connection with the work of the University in lieu of TA/DA etc. However, this approval for deploying a hired vehicle at TAB is subject to the followings terms & conditions:-

8. The vehicle shall be hired from the agency/Contractor so approved by the University.
9. The vehicle shall be in the general pool to be used under the instruction of the Coordinator, TAB to meet out the requirement of conveyance of TAB as a whole.
10. The vehicle shall be plied for local journeys only. For all journeys beyond the radius of 60 kms, the prior approval of the Vice-Chancellor shall be obtained by the Coordinator TAB.
11. The Coordinator, TAB will maintain the Log Book of Vehicle where date, time, kilometre reading and purpose of journey should be entered and signed by the Coordinator TAB or a person authorised by him, at the time of undertaking the journey.

12. On the basis of duly signed and verified complete log book/summary sheet by the Coordinator TAB, the bills of the Contractor shall be entertained for payment by the Finance Officer.
13. The vehicle shall be plied strictly as per the terms and conditions of the agreement entered by the University with the approved agency.
14. The vehicle should not be plied for more than 3,000.00 Kmtrs in a month except in exceptional circumstances for which the prior approval of Hon'ble Vice Chancellor shall be obtained by the Coordinator.
15. Any mis-use of the vehicle shall be the personal responsibility of the Coordinator TAB

Further action for deploying the vehicle w.e.f. 1st September, 2011, may please be taken at your end under intimation to this office.

Yours faithfully,

(B.R. Dhiman)
Finance Officer

Central University of Himachal Pradesh

Endstt;No. even

Dated:

Copy of above is forwarded to the following for information and necessary action:

1. The Deans, Central University of Himachal Pradesh, TAB Shahpur, Distt. Kangra HP
2. The Registrar, Central University of Himachal Pradesh, Camp Office Dharamshala, Distt. Kangra HP
3. The Heads of Departments, Central University of Himachal Pradesh, TAB Shahpur, Distt. Kangra HP
4. The Internal Audit Officer, PS to the Vice-Chancellor, Central University of Himachal Pradesh, Camp Office Dharamshala, Distt. Kangra HP, for the kind information of the Hon'ble Vice-Chancellor.
5. Section Officer (Accounts) Central University of Himachal Pradesh, Camp Office Dharamshala, Distt. Kangra HP

(B.R. Dhiman)
Finance Officer

Central University of Himachal Pradesh

Central University of Himachal Pradesh

PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH - 176215

F.No.Bud.3-4/CUHP/2010/

Dated: 8th September, 2011

OFFICE ORDER

While approving the proposal of the Coordinator-cum-Dean, TAB for engaging visiting faculty on lecture basis to meet the urgent faculty needs, the Vice-Chancellor has been pleased to approve the following rates of honorarium:

Sr.No.	Particulars	Rate of honorarium
1.	Guest faculty/Visiting faculty	Rs.1000.00 per lecture subject to a maximum of Rs.25000.00 per individual in a month.
2.	Invited/Special lectures/workshop expert	Rs.1000.00 per lecture

The above rates are subject to the following conditions:

2. The above rates of honorarium shall be admissible on per lecture basis, irrespective of the designation of the guest faculty/visiting faculty.
3. The guest faculty/visiting faculty shall be engaged with the prior approval of the Vice-Chancellor the procedure for which shall be as notified separately. However, the guest faculty/visiting faculty so engaged shall not be entitled for any other benefits or allowances.

Finance Officer
Central University of Himachal Pradesh

Central University of Himachal Pradesh

PO Box: 21, Dharamshala, District Kangra, Himachal Pradesh – 176215
Phone No.01892-229330, 229573, FAX No.01892-229331

F.No.Stores.1-3/CUHP/2010/1197-1202 Dated: 19th August, 2011

OFFICE ORDER

The Vice-Chancellor has been pleased to adopt in the University for compliance, the circular No.02/02/11 of the Central Vigilance Commission, New Delhi, issued vide their letter No.01-11-CTE-SH-100 dated 17.2.2011, as received in the University through Ministry of Human Resource Development, Govt. of India, vide F.No.20-25/2011-Desk-U(WR) dated 13.7.2011 regarding Mobilization Advance (Annexure A).

The strict compliance of the instructions/guidelines contained therein is enjoined upon all concerned.


Finance Officer,
Central University of Himachal Pradesh

Encl: above.

Endstt. No. even

Dated: 19.8.2011

A copy of above is forwarded to the following for information and necessary action:

1. All Deans of Schools, Central University of Himachal Pradesh, TAB Shahpur, Distt. Kangra (HP)
2. The Registrar, Central University of Himachal Pradesh, Camp Office, Dharamshala (HP)
3. All Heads of Departments, Central University of Himachal Pradesh, TAB Shahpur, Distt. Kangra (HP)
4. The Internal Audit Officer, Central University of Himachal Pradesh, Camp Office, Dharamshala (HP)
5. The Section Officer Admn/Accounts, Central University of Himachal Pradesh, Camp Office, Dharamshala (HP)
6. PS to the Vice-Chancellor, Central University of Himachal Pradesh, Camp Office, Dharamshala (HP) for the kind information of the Hon'ble Vice-Chancellor.


Finance Officer,
Central University of Himachal Pradesh

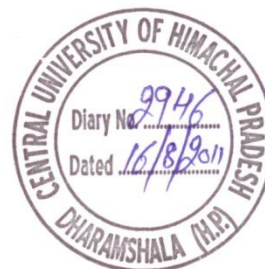
Encl: above.

F.No.20-25/2011-Desk-U(WR)
Government of India
Ministry of Human Resource Development
Department of Higher Education
Desk-U (WR)

...
New Delhi, dated: 13/7/2011

To

The Vice-Chancellor,
Central University of Himachal
Pradesh, PO Box 21, Dharamshala
District Kangra, Himachal Pradesh



Subject: CVC Circulars reg. Mobilisation advance and Transparency
in Tendering System – Regarding

...
Sir/Madam,

I am to enclose herewith a copy of communications of
Central Vigilance Commission – (1) O.M. No.011/VGL/014 dated
11/2/2011 (Circular No.01/02/11) regarding 'Transparency in Tendering
System' and No.01-11-CTE-SH-100 dated 17.2.2011 (circular
No.02/02/11) regarding "Mobilisation-Advance" for compliance of the
instructions mentioned therein.

Yours faithfully,

(RAMJI PANDEY)
Under Secretary to the Government of India

No. 01-11-CTE-SH-100
Central Vigilance Commission

Satarkta Bhawan, Block 'A'
GPO Complex, L.N.A.,
New Delhi- 110023
Dated the 17th Feb, 2011


Circular No. 02/02/11

Sub: Mobilization Advance

Commission had earlier issued guidelines on granting of 'Mobilisation Advance' vide OM No. UU/POL/18 dated 08.12.1997, OM No. 4CC-1-CTE-2 dated 08.06.2004 and OM No. 4CC-1-CTE-2 dated 10.04.2007.

2. The matter has been further reviewed and it has decided by the Commission that following additional guidelines may be followed in case of grant of Mobilisation Advance.

- (i) The Bank Guarantee etc. taken towards security of 'Mobilisation Advance' should be at least 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.
- (ii) The mobilisation advance should not be paid in less than two instalments except in special circumstances for the reasons to be recorded. This will keep check on contractor misutilizing the full utilisation advance when the work is delayed considerably.
- (iii) A clause in the tender enquiry and the contract of cases providing for interest free mobilisation advances may be stipulated that if the contract is terminated due to default of the contractor, the 'Mobilisation Advance' would be deemed as interest bearing advance at an interest rate of _____%, (to be stipulated depending on the prevailing rate at the time of issue of NIT) to be compounded quarterly.


(Anil Singhal)
Chief Technical Examiner

To

All Chief Vigilance Officers

Central University of Himachal Pradesh

PO Box: 21, Dharamshala, District Kangra, Himachal Pradesh – 176215

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

F.No.Stores.1-3/CUHP/2010/1203

Dated: 18th August, 2011

To

Shri Ramji Pandey,
Under Secretary (CU),
Ministry of Human Resource Development,
Department of Higher Education, Govt. of India,
Shastri Bhavan, New Delhi – 110002.

Subject: CVC Circulars reg. Mobilisation advance and Transparency in Tendering System – Regarding.

Sir,

Kindly refer to your letter No.F.20-25/2011-Desk (U) dated 13.7.2011, addressed to the Hon'ble Vice-Chancellor, on the above cited subject. In this connection, I may inform you that we have framed the Purchase Rules known as "CUHP Procurement of Goods and Services Rules 2010" and the CVC guidelines issued vide their No.011/VGL/-14 (Circular No.01/02/11), dated 11th February, 2011, regarding Transparency in Tendering System, have already been included in the said rules, as contained in Ordinance 35, which have been approved by the Finance Committee/Executive Council and have been made applicable in the University for compliance. Further, the said rules are being printed in booklet form and a copy thereof shall be sent to the MHRD shortly.

Regarding CVC circular No.02/02/11 issued vide their letter No.01-11-CTE-SH-100 dated 17.2.2011, it is to inform that the instructions/guidelines of the CVC have been adopted in the University, as such, for compliance.

This is for your kind information please.

Yours faithfully,

(B.R. Dhiman)
Finance Officer

Central University of Himachal Pradesh

Telegraphic Address :
"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 manufacture's/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.

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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

To

All Secretaries of Ministries/Departments
All CEOs/Heads of Organisations
All Chief Vigilance Officers

19-16/2011- Desk U.

**IMPORTANT
TIME BOUND
SPEED POST**

No.24-1/2011-IFD
Government of India
Ministry of Human Resource Development
Department of Higher Education
Integrated Finance Division

New Delhi, dated the 4th August, 2011

Subject:- Use of Integrity Pact by Ministries/Departments –
Implementation of ARC Recommendation – regarding.

A copy of Ministry of Finance (Department of Expenditure) O.M.No.14 (12)/2008-E-II (A) dated 19th July, 2011 on the subject mentioned above is enclosed. On the basis of recommendations of Administrative Reforms Commission (ARC) and a Task Force constituted by Ministry of Finance with representatives of Ministry of Law, Defence and Department of Personnel & Training, the following decisions have been taken:-

- (i) All government Ministries/Departments, including their attached/subordinate offices, may use the generally applicable Integrity Pact as at Annexure in their procurement transactions/contracts with suitable changes specific to the situation in which the Pact is to be used.
- (ii) Ministries/Departments may, in consultation with the respective Financial Adviser and with the approval of the Minister-in-charge, decide on and lay down the nature of procurements/contracts and the threshold value above which the Integrity Pact would be used in respect of procurement transactions/contracts concluded by them or their attached/subordinate offices. This activity should be completed by 31st August, 2011.
- (iii) The provision for the Integrity Pact should be included in all Requests for Proposal/Tender Documents issued in future in respect of the procurements/contracts that meet the criteria decided in terms of (ii) above.
- (iv) The aforesaid provisions may also be applied to procurements made by autonomous bodies for which also the concerned administrative Ministry/Department may lay down the nature of procurements/contracts and the threshold value above which the Integrity Pact would be used.

2. The provisions for Integrity Pact are to be included for all requests for proposals/Tender documents issued in future in respect of procurements/contracts that meet the criteria which is to be decided as above.

3. The aforesaid provisions are also to be applied to procurements made by autonomous bodies for which the Administrative Bureaus may lay down the nature of procurement/contracts and threshold value above which the Integrity Pact would be used. The Bureau may take up the matter with the Autonomous Bodies under their administrative control.

we may
write to
all CUs
urgently
by
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4. All the Bureaus in the Ministry of Human Resource Development are requested to make a comprehensive list of procurement transactions/contracts entered into by them or their attached/subordinate offices and autonomous bodies under them and examine them according to the nature of contracts and threshold value above which the Integrity Pact would be proposed to be used. A self-contained proposal may be referred by the Bureaus latest by 17th August, 2011 to IFD for consideration. The proposals would, thereafter, be submitted for kind approval of Hon'ble HRM.

5. This issues with the approval of JS & FA.

Encl: As above.


(PARTAP SINGH)
DS (FINANCE)

1. All Bureau Heads, Ministry of HRD
2. All Divisional Heads in the Ministry of HRD
3. All Officers/Units of Integrated Finance Division in MHRD
4. Heads of all Attached/Subordinate Offices under MHRD
5. Heads of all Autonomous bodies under MHRD.

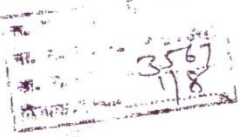
Copy for information to:-

1. PS to HRM
2. PS to MOS, (HRD)
3. PS to Secretary (HE)
4. PS to Secretary (SE&L),
5. PS to JS & FA (HRD)


(PARTAP SINGH)
DS (FINANCE)

Sl No - 6 (CFR)

No.14(12)/ 2008- E-II(A)
Government of India
Ministry of Finance
Department of Expenditure



New Delhi, dated the 19th July, 2011.

OFFICE MEMORANDUM

Subject: Use of Integrity Pact by Ministries/ Departments – Implementation of ARC Recommendation – regarding

The Administrative Reforms Commission in its report titled 'Ethics in Governance' had made the following recommendation in relation to Integrity Pacts:



"The Commission recommends encouragement of the mechanism of 'Integrity Pacts'. The Ministry of Finance may constitute a Task Force with representative from Ministry of Law and Personnel to identify the type of transactions requiring such Pacts and to provide for a protocol for entering into such a pact. The Task Force may, in particular, recommend whether any amendment in the existing legal framework like the Indian Contract Act and the Prevention of Corruption Act is required to make such agreements enforceable".

2. Accordingly, a Task Force was constituted in the Ministry of Finance with representatives of Ministries of Law, Defence and Department of Personnel & Training. After examining the recommendations of the Task Force it has been decided that:

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- (i) All Government Ministries/Departments, including their attached / subordinate offices, may use the generally applicable Integrity Pact **as at Annexure** in their procurement transactions/ contracts with suitable changes specific to the situation in which the Pact is to be used.
- (ii) Ministries/ Departments may, in consultation with the respective Financial Adviser and with the approval of the Minister-in-charge, decide on and lay down the nature of procurements/ contracts and the threshold value above which the Integrity Pact would be used in respect of procurement transactions / contracts concluded by them or their attached/ subordinate offices. This activity should be completed by 31st August, 2011.
- (iii) The provision for the Integrity Pact should be included in all Requests for Proposal/ Tender Documents issued in future in respect of the procurements/ contracts that meet the criteria decided in terms of (ii) above.
- (iv) The aforesaid provisions may also be applied to procurements made by autonomous bodies for which also the concerned administrative Ministry/ Department may lay down the nature of procurements/ contracts and the threshold value above which the Integrity Pact would be used.

3. All Ministries/ Departments may take prompt action to ensure compliance with the aforesaid decisions, inter-alia, by attached/ subordinate offices and autonomous bodies. In regard to Public Sector Undertakings(PSUs), the Department of Public Enterprises is being separately requested to issue suitable instructions

R. Prem Anand
(R. Prem Anand)

Under Secretary to the Government of India

- 1. All the Ministries/ Departments of Govt. of India.
- 2. FAs of all Ministries/ Departments of Govt. of India

Copy to Chief Vigilance Commissioner, New Delhi

Central University of Himachal Pradesh

PO Box: 21, Dharamshala, District Kangra, Himachal Pradesh – 176215

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

F.No.Stores.1-3/CUHP/2010/1384

Dated: 9th September, 2011

To

Shri Ramji Pandey,
Under Secretary (CU),
Ministry of Human Resource Development,
Department of Higher Education, Govt. of India,
Shastri Bhavan, New Delhi – 110002.

Subject: Use of Integrity Pact by Ministries/Departments – Implementation of ARC Recommendations - Regarding.

Sir,

Kindly refer to your letter No.F.19-16/2011-Desk (U) dated 23.8.2011, received on 7.9.2011, addressed to the Hon'ble Vice-Chancellor, on the above cited subject. In this connection, the para-wise position in respect of this University is as under:

1. The University has recently framed its own Purchase Rules known as "CUHP Procurement of Goods and Services Rules 2010". A clause regarding the Integrity Pact along with the Annexure as prescribed by the Ministry of Finance, Govt. of India, has already been included in the said rules, as contained in Ordinance 35, which have been approved by the Finance Committee/Executive Council and have been made applicable in the University for compliance. Further, the said rules are being printed in booklet form and a copy thereof shall be sent to the MHRD shortly.
2. It is assured that the University shall include the provision of Integrity Pact in all requests for proposal/tender documents to be issued in future in respect of the procurements/contracts that meet the criteria as per provisions of rules made in the said procurement rules.
3. The information with regard to the list of procurement transactions/contracts entered into, may please be treated as nil so far as this University is concerned.

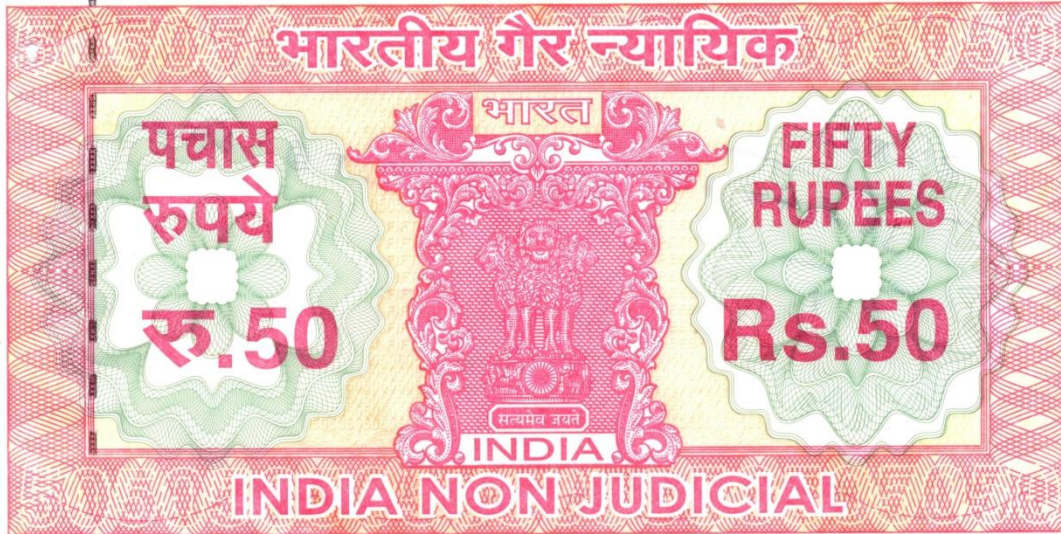
This is for your kind information please.

Yours faithfully,

(B.R. Dhiman)

Finance Officer

Central University of Himachal Pradesh



हरियाणा HARYANA

B 808205

**AGREEMENT BETWEEN CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA AND M/S. RITES LTD. FOR THE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR ESTABLISHMENT OF UNIVERSITY CAMPUS AT DHARAMSHALA & DEHRA
(Architect to be appointed by RITES with the approval of University)**

THIS AGREEMENT MADE ON THIS 19th day of Aug 2011 between Central University of Himachal Pradesh, Dharamshala having its transit office at Dharamshala (H.P.) represented by its Registrar (hereinafter referred to as the "CLIENT" or "CUHP") which expression shall wherever the context so admits or requires include its/his successors and assigns of ONE PART and M/s. RITES Ltd, (A Govt. of India Enterprise) under the Ministry of Railways having its Registered Office at SCOPE Minar, Laxmi Nagar, Delhi – 110091 and Corporate Office at RITES Bhawan, Plot No. 1, Sector – 29, Gurgaon - 122001 represented by its General Manager (CP) (hereinafter referred to as the "CONSULTANT" or "RITES") which expression shall wherever the context so admits or requires include its/his successors and assigns of the OTHER PART.

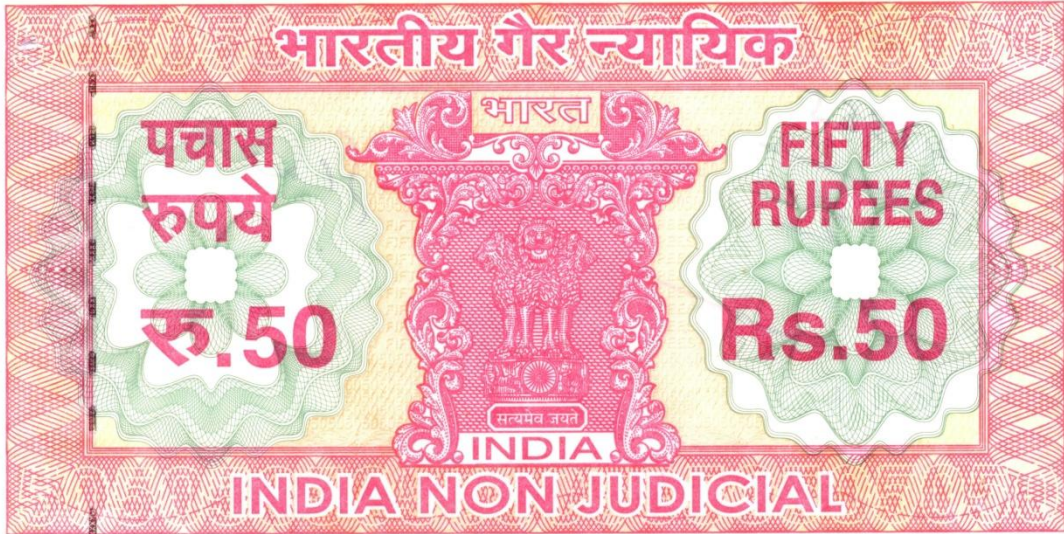
WHEREAS

- I The Client is interested to take up the establishment of two (2) campuses (Dhauladhar & Beas Campuses) of the University at Dharamshala and Dehra in Himachal Pradesh. CUHP desires to avail the services of M/s.RITES Ltd. who will undertake Project Management Consultancy for the construction of the Building, Infrastructure, Site Development and allied Services Works for and on behalf of the Client.


Registrar
 Central University of Himachal Pradesh
 Post Box No. 21, Dharamshala (H.P.)-176215

1

बाई. के. शर्मा / Y. K. SHARMA
 महाप्रबन्धक (सी.पी.) General Manager (CP)
 राइट्स लिमिटेड / RITES Limited
 (भारत सरकार का प्रोत्साहन) / (A Govt. of India Enterprise)
 राइट्स भवन, 1, सेक्टर-29 / RITES Bhawan, 1, Sector-29
 गुडगाँव-122 001 (हरियाणा) / Gurgaon-122 001 (Haryana)



हरियाणा HARYANA

B 808206

- II The Consultant is agreed for providing services which is intended by the Client in all respects including co-ordination of pre-construction activities, construction supervision, quality control and commissioning of the works including review of post construction activities.
- III RITES shall have no objection if the University appoints another Project Management Consultant for any part of the work.
- IV NOW THEREFORE, in consideration of the mutual assurances and covenant hereinafter contained, it is mutually agreed and declared by and between the parties hereto as follows:-

CLAUSE 1 – DEFINITIONS

- 1.1 'APPROVAL' shall mean and include the written consent, either manuscript, type written or printed statement, under signature or seal, as the case may be, given from time to time by the Client or their authorized representative/ local urban local bodies on documents, drawings or other particulars in relation to this Agreement.
- 1.2 'ARCHITECT' is the firm/person appointed by the Consultant in consultation with Client for Architectural works which will include the preparation of i) Conceptual Plans, Architectural Plans ii) Design Details; iii) Building Plans, Working Drawings; iv) Estimates; v) Bid documents; vi) Technical Specification; vii) Bill of quantities and all connected ancillary works which should conform to civil works standards. The Architect shall also be responsible for taking approvals of Master/ Development Plans (if required)/ Building Plans etc. from local/ statutory bodies including taking up


Registrar
Central University of Himachal Pradesh
Post Box No. 21, Dharamshala (H.P.)-176215

2


महाप्रबंधक (सि.पि.)/General Manager (CP)
राइट्स लिमिटेड/RITES Limited
(भारत सरकार का प्रतिष्ठान) / (A Govt. of India Enterprise)
राइट्स भवन, 1, सेक्टर-29 / RITES Bhawan, 1, Sector-29,
गुडगाँव-122 001 (हरियाणा) / Gurgaon-122 001 (Haryana)

completion certificates (if required as per norms of the area). The Architect shall be responsible for the accuracy and adequacy of the scope of works assigned to them as per the agreement between the Consultant and the Architect including compliance of time. The Architect shall respond to the queries and requirements raised by the Consultant in connection with the work and its requirements. The Consultant shall have superintendence over the work of the Architect. The payment to Architect for their services at different stages shall be released by the Consultant. The fee for Architect shall be borne by the Client.

- 1.3 'COMMENCEMENT DATE OF CONTRACT' with reference to Consultancy Contract shall mean from the date of written orders issued by the Client to the Consultant. The work is to be taken up in different phases. The phasing and stages of the work along with time allocation shall be fixed by the Consultant in consultation with the Client.
- 1.4 'COMPLETION PERIOD' with reference to the project shall mean the period from the commencement date of consultancy contract to the completion of last works contract in all respects.
- 1.5 'CONTRACT' shall mean this AGREEMENT including all exhibits hereto and all documents herein specified and amendments which both the parties may hereafter agree in writing to be made to this Agreement.
- 1.6 'CONTRACTOR' shall mean any agency/firm/person appointed by the Consultant for carrying out construction of different types of works involved in the Campus Development Projects.
- 1.7 'COORDINATING OFFICER' shall mean the officer nominated by the Client/or his representative as the case may be to whom all the matters related to the Project shall be referred to by the Consultant for views, decisions, correspondences, approvals etc as per Scope of Services of the Contract and who shall provide and communicate such views, decisions, correspondences, approvals etc to the Consultant on behalf of the Client.
- 1.8 'DRAWINGS' shall mean and include architectural, structural, services drawings, sketches showing plans, sections, design details and elevations related to the Projects together with modification and/ or revisions thereto made by Architect as desired by the Client/ Consultant.
- 1.9 'ENGINEER / ENGINEER IN CHARGE' shall mean the person nominated from time to time by the Consultant and shall include those who are explicitly authorized by the Consultant to act for and on behalf of the Consultant for the provision of the services related to this Agreement.
- 1.10 'MONTH' shall mean calendar month.
- 1.11 'PHYSICAL COMPLETION' with reference to a Works Contract shall mean readiness of the project except in minor works, which does not prevent use/occupation of the project by the Client for the purpose for which the projects have been designed.


Registrar
Central University of Himachal Pradesh
Post Box No. 21, Dharamshala (H.P.)-176215

3


बाई. के. शर्मा / Y. K. SHARMA
महाप्रबंधक (सौ.सौ.) / General Manager (CP)
राइट्स लिमिटेड / RITES Limited
(भारत सरकार का प्रविष्टान) / (A Govt. of India Enterprise)
सड़क भवन-1, सेक्टर-29 / RITES Ghawan, 1, Sector-29
गुडगाँव-122 001 (हरियाणा) / Gurgaon-122 001 (Haryana)

- 1.12 'PMC' shall mean Project Management Consultant (i.e., Consultant) or Project Management Consultancy as the context requires or admits. They shall be responsible to discharge their work as per Clause – 2.
- 1.13 'PROJECT or WORKS' shall mean the building projects and related infrastructure works of the Client comprising of the two campuses consisting of Academic Buildings, hostels, residential quarters, roads, internal & external electrification, landscaping, sewerage, drainage other allied services etc.
- 1.14 'SERVICES' shall mean the responsibilities to be discharged by the Consultant for fulfilling the obligations under this Agreement.
- 1.15 'SPECIFICATIONS' shall mean and include schedules, detailed descriptions, statement of technical data, performance characteristics, standards as applicable and specified in the Works Contract and to be read and supplemented with CPWD specifications and as required by the Client.
- 1.16 'STANDARDS' shall mean the goods and equipments, utilized for the Works in the Project and the Works in the Project shall conform to the standards mentioned in CPWD specifications/Bureau of Indian Standards (BIS) of relevant codes which ensure an equal or higher quality and when no applicable standard is mentioned, to the authoritative standard appropriate to Goods/Equipments utilized in the Works in India and such Standards shall be verified and approved by the Consultant.
- 1.17 'SUB-CONSULTANT' shall mean any agency engaged by the Consultant for providing any of the services wherever deemed to be necessary for the successful completion of the projects.
- 1.18 'TEST' shall mean such process or processes to be carried out by the Consultant as prescribed in the Works Contract in order to ascertain quality, workmanship, performance and efficiency of work/ equipment or part thereof as a part of Quality Control, surveillance and technical auditing.
- 1.19 'VENDOR' means any agency/firm appointed by the Client/Consultant for supply of Materials / Equipments for the Project.
- 1.20 'WORDS' in the singular include the plural and vice versa.
- 1.21 'WRITING' includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- 1.22 'Master Planning Consultancy' services have been given by the University to M/s Ed. CIL (India) Ltd. for preparation of Master Plan of the campus. The copy of Master Plan including details shall be given to Consultant for subsequent works.

CLAUSE 2 – SCOPE OF WORK

The detailed scope of the work to be rendered by the Consultant is as follows:-


Registrar
Central University of Himachal Pradesh
Post Box No. 21, Dharamshala (H.P.)-176215

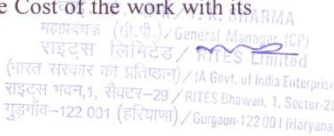
4

वाई. के. शर्मा / W. K. SHARMA
महाप्रबंधक (सी.ए.) / General Manager (CP)
राइट्स लिमिटेड / RITES Limited
(भारत सरकार का प्रतिक्रान्त) / (A Govt. of India Enterprise)
राइट्स भवन, 1, सेक्टर-29 / RITLS Bhawan, 1, Sector 29
गुडगांव-122 001 (हरियाणा) / Gurgaon-122 001 (Haryana)

- 2.1 Appointment of the Architect(s) based on criteria finalized in consultation with the University, preparation of bid documents for selection of architect, calling of competitive bid and appointment of Architect(s) for providing Architectural Services for the Campuses Development. The University will be fully involved during the selection of Architect(s) and the decision of the University shall be final in appointment of the Architect(s). Fee for selected Architect shall be borne by the University and payment to Architect(s) shall be made by RITES from the funds provided by the University.
- 2.2 (i) Scrutiny of detailed design, drawings and estimate with reference to Delhi Schedule of Rates (DSR)/ H.P. Schedule of Rates (HPSR) and tender documents provided by the Architect. The Consultant shall have superintendence over the work of Architect(s) in respect of adequacy and timely completion of their works.
- (ii) Creation of different packages Works Contract and taking administrative approval/ expenditure sanction of different packages of works contract based on preliminary/ detailed estimate. Appointment of Works Contractors based on Pre-qualification followed by Price Bid or based on Two- bid system as decided in consultation with the Client.
- (iii) Evaluation of tender, preparation of comparative statement and awarding the work to the successful bidder in consultation with the Client.
- (iv) Construction supervision and execution of the works including Quality Control & surveillance, measurements, certification of bills, payment to the contractors by deployment of adequate technical and supporting staff at site of works.
- 2.3 The Consultant shall co-ordinate with the Architect till the physical completion of the project.
- 2.4 The Consultant shall conduct all the procedures of mandatory tests as well as random tests, checks as per the CPWD specification/BIS standards, so as to comply with requirement of authorities like CTE/CVC or any other Agency(s) of the Govt. of India as and when required by Auditors of CAG.
- 2.5 Submit monthly Progress Reports in the format of Consultant or as stipulated by the Client.
- 2.6 To ensure establishment of Site laboratory by various works contractors for Quality Control Works. Necessary stipulations to be inserted in the Works Contract.
- 2.7 Coordinating with Contractors and rendering technical advice to the Client; holding periodic Progress Review meetings and sorting out problems arising, if any, due to any action of the Client and/or by the Consultant.
- 2.8 Keeping a close watch on Deviations during execution by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. Fixation of Rates for items / quantities covered by Deviation orders as per the contract conditions between Contractor and the Consultant. Client to be kept informed for issue of necessary revised expenditure sanction whenever found necessary if the Cost of the work with its


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Deviation and Price Escalation (if provided for in the Contract) and the Consultant's fee including Service Tax in terms of this Agreement exceeds the amount for which Expenditure Sanction has been issued by the Client earlier.

- 2.9 Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications in coordination with the Architect and as per programme laid down in the Works Contract Agreement.
- 2.10 Shall take measurements jointly with contractor or his authorized representatives and record them in measurement books and obtain contractor signature for acceptance. Test checks of such measurements may be got done by the Client (if desired by Client).
- 2.11 Granting Extension of Time to the Contractor for completion of Works, with or without Liquidated Damages, in consultation with the Client with full details including the effect on cost escalation, if any.
- 2.12 The Consultant shall assist the Client in :
- (i) Inspection of the works by Chief Technical Examiner (CTE) or any other Agency(s) of the Government as and when required and complying with their statutory requirement and effectively arrange for replying to their observations.
 - (ii) Settling all audit objections pertaining to the construction works to their satisfaction
 - (iii) Furnishing replies to the audit queries raised by the C&AG auditors to their satisfaction at any/all times.
 - (iv) Settling the Claims / disputes, if any, made by the Works Contractors. Where there is disagreement between the Consultant and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between the Consultant and the Contractor. All amounts payable to the Contractor on his claims decided by the Arbitrator and agreed to by the Contractor will be charged to the Cost of Works.
 - (v) Assisting the Architect/Client in obtaining the necessary clearance from the Agencies / Departments / Local Bodies concerned and for taking completion certificates for the occupation of the Completed works.
- 2.13 Complete construction management of Contract with the Works Contractor till the expiry of maintenance period and releasing of payment of final dues to the Contractor by Consultant by issuing satisfactory completion certificate after obtaining Client's approval.
- 2.14 Collect and deliver to the Client, Guarantee Bonds executed by the Contractor for Specialised items of Works (If applicable as per the provisions of contract between contractor and the Consultant) such as Waterproofing of structures, Termite Proofing of Structures etc which involve maintenance period extending well beyond the normal maintenance period of structures. Collect and deliver to the Client Insurance Policies, if any, of Works still valid at the time of handing over of works.
- 2.15 The Consultant shall also perform post construction activities including inspecting the defective works for their rectification during the maintenance period.


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- 2.16 The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by the Consultant as advised by the Client.
- 2.17 The Consultant shall scrutinize and approve the contractor's safety management manual and ensure its implementation in the project.
- 2.18 It will be compulsory for the Consultant to place necessary full time qualified engineers throughout the period of execution of works. Graduate/ Diploma engineer will be considered as qualified engineer. The Consultant is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case Client finds any Engineers not up to the mark, the Consultant will have to withdraw him/them from site and replace him/them by posting new one/s in his/their position. Client reserves the right to ask for a substitute of required caliber.
- 2.19 The Consultant will ensure safety of structure by taking necessary precautions by not allowing excessive construction load on floor and shall avoid such other factors which will endanger the safety of structure during construction.
- 2.20 The buildings/structures shall be earthquake resistant as it is situated in Type IV zone. It shall be as per GRIHA RATING (norms).

CLAUSE 3 – OBLIGATIONS OF THE CLIENT

- 3.1 The Consultant shall ensure that the Architect appointed shall provide all the required drawings (including structural designs), details, specifications etc. as per contract agreement to be executed between Consultant and Architect and any other documents required for performing the scope of services of Consultant. The Architect shall be responsible for the accuracy and adequacy of works performed by them for Planning, Design, Detailed Estimate, Drawings etc.
- 3.2 The Client will furnish copy of Master Plan with details of the areas related with both the campuses.
- 3.3 The Client will nominate Coordinating Officer who shall perform the duties as per clause 1.7.
- 3.4 The Client will hand over vacant possession of land / Site to the Consultant. The Consultant may, if so required, take responsibility for demolition/disposal of existing buildings/structures.
- 3.5 The Architect will obtain approval from local bodies for the works and shifting/relocating existing utilities as necessary, if required. The Architect will also obtain the necessary clearance from the Agencies/Departments/local bodies concerned for the occupation of the completed works.
- 3.6 The Client will communicate their decisions whenever referred to, within reasonable time of such request from the Consultant.
- 3.7 The Client shall provide the necessary redeemable Power of Attorney to the Consultant to discharge their obligations under this Contract on behalf of the Client, wherever considered necessary.


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- 3.8 The Client shall pay the consultancy charges to the Consultant, in line with the agreed payment schedule. The Client will bear the cost of Notice Inviting Tender (NIT) including ancillary advertisements for appointment of Works Contractors.
- 3.9 The Client shall not be responsible for any liability arising out of Consultant's contractual obligations with the Consultant's personnel, Sub-Consultants, licensors, collaborators, vendors and subordinates who are engaged by the Consultant and whose remuneration/fees are paid by the Consultant from his/their Consultancy fee.
- 3.10 The Client shall promptly take over the Works / Project facilities (based on stage completion of a particular works contract) within 15 days from the date of certified physical completion in all aspects.

CLAUSE 4 – CONSULTANT'S FEE

- 4.1 Consultant's fee would be at 6% (Six Percent) of the final Built up cost to be borne by the Client as defined in Clause 5 below. The fee payable will be initially calculated on the basis of estimated cost as worked out on the basis of the Master Plan. The fee on execution shall be based on gross value of the work paid to the contractors. Finally the fee shall be adjusted as per Percentage of "Built-up Cost" as defined in clause 5.
- 4.2 In addition to the Fee mentioned in clause 4.1 above, the Consultant will also be entitled to "Service Tax" on the fees at the rates as stipulated by the Government of India from time to time, as on the date of agreement.
- 4.3 If, after the date of execution of this Agreement, the Central Government or the concerned State Government imposes any fresh Tax or Charges on the Consultancy service, then the same shall be reimbursable to the Consultant by the Client.
- 4.4 The stages of payment of Consultancy fee and Service Tax thereon will be as under:-
- i) The payment on account of mobilization fee shall be 10% of the total fee. The payment shall be released by CUHP to RITES against the Bank Guarantee. Initially, the estimated cost of the project shall be such as worked out on the basis of the Master Plan. The payment on account of mobilization fee shall be released by the client as under:
- (a) The Bank Guarantee shall be 110% of the mobilization fee.
- (b) The payment on account of mobilization fee shall be released in two installments.
- (c) If the contract is terminated due to default of the Consultant, the mobilization fee would be deemed as interest bearing advance at an interest rate on the prevailing rate at the time of issue of this Agreement, to be compounded quarterly.
- (ii) Fee on execution with respect to different works contracts: 80%
- (iii) The remaining 10% will be released on completion of respective Works Contract as well as submission of connected records to the satisfaction of the Client.
- (iv) The fee shall finally be adjusted as per total fee as detailed in clause 4.1.


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- 4.5 The Consultant shall withdraw its Fee from the fund deposited to Consultant by the Client for the said project. The withdrawal of Fee by the consultant shall be based on stage of payment detailed in the Agreement. The Fee shall finally based on the "Built up Cost" as defined in Clause 5 below.

CLAUSE 5 - BUILT UP COST

"Built Up Cost" will consist of the expenditure incurred towards the following, all to be borne by the Client.


- i) Gross amount paid to the Contractor towards Construction of the Works as per Works Contract agreement.
- ii) Cost of any materials supplied free to the Contractor including Cost of handling, transportation and storage incurred by the Client/Consultant.
- iii) Charges, if any, levied by Local Authorities for approval of plans and services and for issue of "Completion"/"No- objection" Certificate for occupation of the Works on Completion.
- iv) Charges, if any, levied by Local Authorities/Providers of services such as Water Supply, Drainage, Sewerage etc. for Shifting/relocation of Utilities as well as their disconnection/connection.
- v) Cost of litigation, if any, with a Third Party or individual organization to remove legal barriers in the execution of works.
- vi) Advertisement Charges for issuing Notice Inviting Tenders.
- vii) Cost of testing of materials/workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts.
- viii) Any amount paid/payable to the Contractor towards his claims as considered reasonable by the Consultant.
- ix) Any amount paid/payable to the Contractor towards his claims not accepted by the Consultant but decided in favour of the Contractor by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Client/Consultant in the Arbitration or Court proceedings.

CLAUSE 6 - PROJECT PLANNING AND MONITORING & PROGRESS REPORTING

- 6.1 Quarterly Progress reports will be sent by the Consultant to the Client by seventh day of every month as per format to be mutually agreed to along with cash flow statement.
- 6.2 Review meetings to be organized by the Client will be held every month or bi - monthly either at site or at the Client's office as decided by the Client and the Consultant.


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CLAUSE 7 - TENDERING PROCEDURE

The Consultant shall complete the Tendering process including Calling of Tenders, Tender Documentation, Evaluation and award of work by the Consultant and execution of Contract Agreement with the successful tenderers.

CLAUSE 8 - COST TO BE BORNE BY THE CONSULTANT

The Consultant shall bear the Cost of the following items and these are deemed to have been included in the Consultancy fees payable by the Client to the Consultant under Clause 4.

- 8.1 Payments to all personnel engaged by the Consultant including their employees, engineers etc. and Tools & Plants, machineries required for the Quality Control surveillance (if any).
- 8.2 All travel, conveyance, living, boarding, lodging, salary and perks of Consultant's personnel engaged in the Project, insurance of all kinds for Consultant's personnel including accident benefits, postage, communication and telephone charges, stationeries, Internet charges, and all other expenses of the Consultant for the purpose of implementation of the project.

CLAUSE 9 - PAYMENT AND ACCOUNTAL PROCEDURE

- 9.1 The payments to contractors or any other agencies shall be made by the Consultant.
- 9.2 Client shall release funds to RITES Ltd. in stages as per actual requirements projected by the Consultant. The status of expenditure shall be informed to Client along with the requisition of fund for the project.
- 9.3 The Consultant will open a separate bank account for the work and submit to the client the quarterly statement of expenditure along with the future requirement of the fund.
- 9.4 The Client will make available to the Consultant adequate resources and funds for proper execution of Works and timely payment to the Contractors. The Client shall deposit with the Consultant 33 1/3% of Estimated Cost of Works as per the sanctioned Preliminary/ Detailed Estimate, as first installment. The Client shall release further instalments based on the progress of work and financial projections submitted by the Consultant. The initial deposit of 33 1/3% would be retained by the Consultant for adjustment against the last portion of the estimated expenditure. The funds so provided by the Client shall be invested in term deposits and the interest earned thereon shall form part of the funds of the Client for the Project.

CLAUSE 10 - LABOUR LAWS

- 10.1 The Consultant shall undertake to ensure compliance of all labour laws and its enactments which are applicable to their workmen and also obtain through suitable provision in the Works Contracts, commitments by the Contractors in respect of their workmen to whom any part of the Works Contracts envisaged under this Agreement is entrusted. In no way the Client shall be responsible for any consequential effects.


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- 10.2 The Consultant shall be responsible for enforcing all statutory obligations and any other laws in the above regard, in force from time to time, regarding employment or conditions of service of Contractors labours. The Client shall not in any way be responsible for any charges/damages under Workman Compensation Act and other Acts thereof for any liability/ injury sustained by any work force. It shall be the sole responsibility of the Consultant.
- 10.3 The Consultant shall ensure compliance by the Works Contractors of all safety rules as required under various Statutes in India through suitable provisions in the Works Contracts.
- 10.4 The Consultant shall incorporate third party risk clause in all Works Contracts awarded by the Consultant, so as to ensure that the Client is held harmless and indemnified against any damage or injury to third party on account of any act or omission to act by the employees or representatives of the Contractors engaged for the execution of the work.

CLAUSE 11 – MODIFICATION IN WORKS CONTRACTS

Any modification in the Works Contracts with respect to technical or commercial aspects including time limit for completion and deviation by way of extra items, substituted items and deviations in quantities of Schedule items as well as fixation of rates for Deviation, shall be considered by the Consultants and authorized subject to the following:

- 11.1 The Client shall be kept advised of the major Modifications in the works contracts with details of the financial implications and the justification.
- 11.2 Where the Modification is likely to result in the need for obtaining approval of “Revised Expenditures Sanction” from the Client for an increased amount, the Consultant shall approach the Client promptly with full details and justification before payment.

CLAUSE 12 – TIME SCHEDULE

- 12.1 Time is the essence of contract. The phasing of work and time allocations there for shall be finalized by the Consultant in consultation with the Client.
- 12.2 The Consultant shall furnish to the Client a detailed time-schedule for getting the works executed, after finalization of the different packages/ stages of work.
- 12.3 The construction in all respects shall be got completed by the Consultant as per the above time schedule.

CLAUSE 13 – RESPONSIBILITY OF CONSULTANT

- 13.1 The Consultants shall discharge their obligations under this Agreement in accordance with the agreed time schedule and with due care, diligence and competence generally as stipulated under Clause 2 of “Scope of Work”.


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- 13.2 Consultant shall supervise the work, as already explained in the scope of work.
- 13.3 To meet their obligations under this Agreement, the Consultant shall employ at site their own manpower so that on completion of the project the Client shall have no responsibility for absorbing any of them in its service.

CLAUSE 14 – LIABILITY OF CONSULTANT

- 14.1 The Consultant shall be liable for consequences of errors and omissions arising out of gross negligence on their part or on the part of their employees and shall take necessary action to remedy the defects and deficiencies arising from said negligence. The liability of the Consultant shall be restricted to the period of validity of this Agreement under Clause 20.

CLAUSE 15 – FORCE MAJEURE

- 15.1 Neither the Consultant nor the Client shall be considered as defaulting in the Performance of their obligations under this Agreement, as long as such performance is prevented or delayed, for reasons, beyond the reasonable Control of the party claiming the existences of Force Majeure such as Acts of God, severe earthquake, cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war, riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising and ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation.
- 15.2 As soon as the cause of Force Majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, including necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any liability so caused until the cause itself and the inability so caused resulting there from have been removed, the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events.
- 15.3 Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.



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CLAUSE 16 - LIQUIDATED DAMAGES CLAUSE

If any delay in execution of the works is attributable to the acts or omissions and commissions of Consultant, Client shall be entitled to recover liquidated damages at the rate of 0.5% of the total fee per week of delay limited to maximum of 10% of the total actual fees payable.

CLAUSE 17- PROFESSIONAL MISCONDUCT

If at any time, it is noticed that deliberate attempt has been made by the Consultant to cause over payments to the contractors by over measurements or over estimation of rates or sub-standard work is accepted and paid, the amount shall be recovered from the payment due to the Consultant not only from this contract but also from any other contract awarded by this client or other means available to the client. The matter will be viewed as a professional misconduct and strict action as per law will be taken.

CLAUSE 18 SUB-LETTING OF PROFESSIONAL SERVICES

No sub-letting of professional services shall be permitted by the client. Under no circumstances the Consultant shall delegate their responsibilities to sub-Consultants engaged without the prior approval of client, as envisaged under Clause 1.17.

CLAUSE 19 – AMENDMENTS TO THE AGREEMENT

Any amendments or modifications to this AGREEMENT must be in writing and shall be signed by both the parties.

CLAUSE 20 – TIME LIMIT FOR VALIDITY OF THIS AGREEMENT


Unless extended by mutual consent of both the Client and the Consultant, this Agreement will be valid for a period of 90 days beyond the date of the Defects Liability Period/ Maintenance Period after completion of the last works contract in connection with construction of Campus buildings/infrastructure works.

CLAUSE 21 – TERMINATION OF THE AGREEMENT

- 21.1 The Agreement herein may be terminated at any time by either Party (Client / Consultant) by giving a written notice of three months to the other party. With the termination of the Agreement, the Works Contracts will be operated by the Client. Even after the termination of the Agreement, the Consultant shall be liable and be responsible for due certification of any Bills submitted by the Works Contractors at any time, in respect of the Work executed before the termination of the Agreement.
- 21.2 In case there is any change in the Constitution of the Consultant, the details will be promptly communicated to the Client. In case the Client is of the opinion that this will affect the Performance of the Consultants under this Agreement, the Client shall be entitled to terminate this Agreement after giving due notice and entrust the work to some other Agency.


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- 21.3 In case of the Termination under clause 21.1 or 21.2 the Consultant shall not be entitled to fees or compensation except the fee payable to them for the work actually done. The amount of fee so payable shall be decided by mutual discussions between the Client and the Consultant.
- 21.4 In case of the Termination under clause 21.1 or 21.2, the Client may make use of all or any drawings, estimates or other documents prepared by the Consultant.

CLAUSE 22 – CONFIDENTIALITY

Except with the prior written consent by the Client, the Consultant and their representatives shall not at any time communicate to any person or entity any confidential information. The Consultant shall not publicize any information pertaining to Client which is discussed with them during course of execution of work in the interest of project completion.

CLAUSE 23 – INDEMNIFICATION

The consultant shall indemnify the Client for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the Consultant or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by the Client to remedy the loss arising from such negligence.

CLAUSE 24 – THIRD PARTY LIABILITY


The Client shall not be liable for any injury/death, caused to any official, employee, representative or agent of the Consultant or their sub-consultants working at the site or damage to their properties for any reason whatsoever and Client shall not entertain any claim from any person on that behalf. It would be the responsibility of the Consultant to get their officials, employees, representatives, agents or their sub-consultants insured against the possible risks involved in the discharge of their duties at the work site.

CLAUSE 25 – ARBITRATION

Any question, dispute or difference arising under or out of or in connection with this agreement shall be settled through mutual discussions and consultations by the parties to this Agreement. In case no resolution is possible/ reached, the dispute or difference shall be referred to the Vice Chancellor, CUHP, Dharamshala by either party for appointment of Arbitrators / Sole Arbitrator. The award of the Arbitrators/Sole Arbitrator shall be final and binding upon the parties to the disputes, provided, however any party aggrieved by such award may make further reference for setting aside or revision of the award to the court of Law at Dharamshala, Distt. Kangra (HP).



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गुडगाँव-122 001 (हरियाणा) / Gurgaon 122 001 (Haryana)

CLAUSE 26 – JURISDICTION

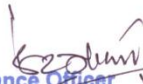
The Parties hereby agree that the Courts in Dharamshala Distt. Kangra (HP) alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the Arbitrator(s) hereunder shall be filed in the concerned Courts in Dharamshala Distt. Kangra (HP) only.

IN WITNESS WHEREOF, the parties have hereunder signed this AGREEMENT the date first written.



For the Client

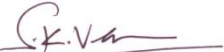
Registrar
Central University of Himachal Pradesh
Post Box No. 21, Dharamshala (H.P.)-176215

Witnesses:

1. 
Finance Officer 14.8.2011
Central University of Himachal Pradesh
Post Box No. 21, Dharamshala (H.P.)-176215

2.


For the Consultant
यु.के. शर्मा / Y. K. SHARMA
निर्देशक (CP)
राइट्स लिमिटेड / RITES Limited
(भारत सरकार का प्रतिष्ठान) / (A Govt. of India Enterprise)
राइट्स भवन, 1, सेक्टर-29 / RITES Bhawan, 1, Sector-29
गुडगांव-122 001 (हरियाणा) / Gurgaon-122 001 (Haryana)

1. 
(S.K. Verma)
DGM (CP), RITES Ltd, Gurgaon

2.